AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
March 3, 2020 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. Jimmy Davis]  
3. APPROVAL OF MINUTES: February 18, 2020  
4. CITIZENS COMMENTS: Agenda Matters only  
5. UPDATE ON 2020 CENSUS EFFORTS: [Mr. Steve Newton (allotted 5 minutes)]  
6. ORDINANCE THIRD READING:  
   a. 2019-058: An ordinance authorizing, pursuant to Title 4 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-71, 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 Cheney Mill Owner LLC or assigns, to provide for certain Special Revenue or Infrastructure Credits. (Project Cheney Mill)  
   b. 2020-001: An ordinance to amend the zoning map to rezone +/- 23.66 acres from R-20 (Single-Family Residential) to R-A (Residential-Agricultural) at 150 Burns Bridge Road. (District 4)  
   c. 2020-002: An ordinance authorizing the execution of a lease Purchase Agreement in an amount not exceeding $2,200,000 relating to the leasing and purchasing of software, the execution of necessary documents and closing papers.  
   d. 2020-003: An ordinance to amend Section 42-116 of the Anderson County, South Carolina Code of Ordinances so as to amend the definition of maltreatment as that term applies to any animal or pet.  
   e. 2020-004: An ordinance to amend and agreement for the development of the Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park to include Vermeer Manufacturing, doing business as Vermeer Corporation. (Project Yellow)  
7. ORDINANCE SECOND READING:  
   a. 2020-005: An ordinance authorizing the execution and delivery of a Special Source Revenue Credit Agreement by and between Anderson County, South Carolina and [Project Robo], with respect to Special Source Revenue Credit to be applied against Fee in Lieu of Tax payments related to certain investments in the County. (Project Robo)
8. ORDINANCE FIRST READING:
   a. 2020-006: An ordinance to amend the zoning map to rezone +/- 50.26 acres from R-20 (Single-Family Residential) to R-A (Residential-Agricultural) at 1061 Asbury Park Road, TMS# 045-00-04-009. (District 5) PUBLIC HEARING-NO TIME LIMITS
      Dr. Jeff Parkey (allotted 5 minutes)

9. RESOLUTIONS:
   a. R2020-007: A resolution by the Anderson County Council expressing its support for the Second Amendment Rights.
      Mr. Craig Wooten (allotted 5 minutes)

10. PUBLIC SAFETY UPDATE ON DISPATCH:
    Mr. Ray Graham (allotted 10 minutes)

11. REPORT FROM PLANNING AND PUBLIC WORKS MEETING HELD WEDNESDAY, FEBRUARY 19, 2020:
    3. Update on Recycling and Recyclables Chair Ms. M. Cindy Wilson (allotted 15 minutes)
    4. Landfill requests to increase capacity by 150,000 tons
    5. Discussion of Moratorium and Review of Infrastructure
    6. Capital Improvements of 2020
    7. New Business

12. EXECUTIVE SESSION:
    a. Legal Advice involving contractual matter related to Civic Center.

13. APPOINTMENTS: none

14. REQUESTS BY COUNCIL:
    VMD Scholarship Fund/ Crappie USA - All Districts

15. ADMINISTRATORS REPORT: (allotted 2 minutes)

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.
State of South Carolina  
County of Anderson  

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
FEBRUARY 18, 2020  

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

ALSO PRESENT:  
RUSTY BURNS  
LACEY CROEGAERT
TOMMY DUNN: At this time I’d like to call the Anderson County meeting of February 18th for our special presentation meeting to order. I’d like to welcome each and every one of you here. Thank y’all for being here tonight. We’re going to start our first thing, be 2(a) resolution/proclamation; be R2020-005, Ms. Cindy Wilson. Ms. Wilson.

CINDY WILSON: Thank you, Mr. Chairman. Mr. Ray Graham, District 3, and I are blessed to share School District 2, and so we’re honored to put forth this resolution.

THIS IS A RESOLUTION TO HONOR AND RECOGNIZE THE BELTON-HONEA PATH VARSITY CHEERLEADERS AS THE 2019 SOUTH CAROLINA STATE 4A COMPETITIVE CHEER CHAMPIONS; AND OTHER MATTERS RELATED THERETO.

Whereas, through hard work, dedication, teamwork, and precise attention to detail, under the leadership of Head Coach Stephanie Cooley Hughes and assistant coaches Missy Krieger and Bradley Black, the BHP Varsity Cheerleaders competed in an undefeated season for the first time in school history; and,

Whereas, on November 12, 2019 the BHP cheerleaders traveled to Brookland-Cayce High School to compete in the Upper State and Regional Cheer Championships. During the competition the team scored 320 points receiving the title of Region I and Upper State Championships and qualifying them for a chance to compete in the State Cheer Championships; and,

Whereas, on Saturday November 23, 2019, the BHP cheerleaders traveled to the Colonial Life Arena in Columbia, South Carolina to compete in the South Carolina State Cheer Championships. The team demonstrated detailed routines that displayed the team’s cohesiveness, thus outperforming their competition with a winning score of 326, earning the recognition as 2019 South Carolina State 4A Competitive Cheer Champions; and,

Whereas, the Anderson County Council wishes to commend the Belton-Honea Path Varsity Cheerleaders for being outstanding ambassadors, reflecting true pride to their community and setting an example for their peers to emulate. We are extremely proud of the team winning the 2019 4A South Carolina State Competitive Cheerleading Championship. We would like to wish each of you great success in all your future endeavors.

RESOLVED in a meeting duly assembled this 18th day of February, 2020.

And may I put that in the form of a motion?

TOMMY DUNN: We have a motion by Ms. Wilson. Have a second? Mr. Sanders. Further
discussion?
I know full council echoes what Ms. Wilson said.
Appreciate the job the young people do at their high school. Anyone else have anything? Hearing none, all in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.
CINDY WILSON: And if I may have my fellow council members down and all of the team and their coaches.

APPLAUSE

PRESENTATION OF RESOLUTION

FEMALE: We just thank you a lot and thank you for honoring us on our great accomplishment. Thank you for having us.

APPLAUSE

TOMMY DUNN: We’re going to be moving on now to item 2(b), R2020-006, Councilman Davis.

JIMMY DAVIS: Thank you, Mr. Chair.

THIS IS A RESOLUTION TO HONOR AND RECOGNIZE THE POWDERSVILLE PATRIOTS VOLLEYBALL TEAM AS THE 2019 3A REGIONAL VOLLEYBALL CHAMPIONS AND AS THE 2019 SOUTH CAROLINA STATE 3A VOLLEYBALL CHAMPIONS; AND OTHER MATTERS RELATED THERETO.

Whereas, the Lady Patriots began practicing and preparing for the 2019 Volleyball season in April. The team finished the season with a 10-0 record in regional play and an overall record of 20-1; and,

Whereas, on November 4, 2019, the Lady Patriots played in the Class 3A Upper State Championships against the Chapman Panthers at Powdersville High School. The Patriots defeated the Panthers with a winning score of 3-1, earning the title of 2019 3A Regional Champions; and,

Whereas, on Saturday, November 9, 2019, the Lady Patriots traveled to River Bluff High School in Columbia, South Carolina to compete in the 2019 SCHSL Volleyball State Championships against the Gilbert Indians. The Patriots defeated the Indians with a winning score of 3-0 earning the title of 2019 South Carolina 3A State Volleyball Champions; and,

Whereas, as a result of their exceptional performance during the 2019 Volleyball season, Olivia Knutson, Alexis Albright and Reagan Davis were selected as 2019 All-Region players; Alexis Albright and Savannah Roberts were selected as 2019 All-State players; and Alexis Albright was chosen as the 3A player of the year; and,

Whereas, the Anderson County Council wishes to commend the Powdersville Patriots Volleyball team for being outstanding ambassadors, reflecting true pride to their
community. We are extremely proud of the team winning the 2019 South Carolina 3A State Volleyball Championship. We are proud of all of your achievements and wish you great success in all of your future endeavors.

RESOLVED in a meeting duly assembled this 18th day of February, 2020.

Mr. Chair, I make that in the form of a motion.

TOMMY DUNN: Have a motion by Councilman Davis. Have a second? Second by Ms. Wilson. Any discussion?

JIMMY DAVIS: Mr. Chair?

TOMMY DUNN: Mr. Davis.

JIMMY DAVIS: I just want to say how proud we are of you as a county, especially in Council District 6. I remember when they build Powdersville High School. I’m a Wren graduate, but I’m so proud of you. I’m just thrilled to have you here tonight and we invite you back any time for an exciting night of county council. But we are so proud of you. I know School District 1 and those folks are proud of you, as well. We wish you all the best. And I pray God’s blessings upon all you in all that you do. And go win us another one. Thank you. Thank you, Mr. Chair.

TOMMY DUNN: Thank you, Mr. Davis.

Anyone else?

I’d just like to echo Mr. Davis’s sentiments for the whole council. You make Anderson County proud. Appreciate great young people like you, Anderson will continue to thrive and we appreciate what all you do for your community.

If no more discussion, all in favor of the vote. Show the motion carries unanimously. Mr. Davis.

JIMMY DAVIS: Mr. Chair, I would have my fellow council folks come down and the Powdersville Patriots come forward.

APPLAUSE

PRESENTATION OF RESOLUTION

JIMMY DAVIS: Coach, I’d like to present you with a copy of the Resolution I just read. We’re so proud of y’all. If you want to saw a few words.

COACH: Yes, I thank y’all for having us. Super excited. A lot of the girls actually got stuck in traffic on 85, so there’s not only five of them. There’s twelve of them. But thank you for having us. Like I said, it was a great season. We have great fans, great community support. If you want to come watch an awesome team play, you should come to Powdersville next year for a great game. So thank you.
APPLAUSE

TOMMY DUNN: We’ll be moving on now to item number 2(c), proclamation, proclaiming February 2020 as Black History Month from all council members. Councilman Wooten has been gracious enough to introduce this. Councilman Wooten.

CINDY WILSON: Thank you, sir. This is a proclamation designating February 2020 as Black History Month in Anderson County.

WHEREAS, Black History Month, observed in February of each year, honors, affirms, and emphasizes the significance of Black history and the many contributions of African Americans to American life, society, and culture, as we know it; and

WHEREAS, Black History Month provides an opportunity for all Americans to reflect on the rich history and achievements of people of African descent; and

WHEREAS, the Anderson County Human Relations Council, the local NAACP chapter, the local African-American Churches, and many individuals throughout Anderson County foster civic, economic, and educational programs that bear witness to the progress, beauty, and achievements of African Americans in Anderson County; and

WHEREAS, the Anderson County Council sets aside this special time to acknowledge African Americans in Anderson County past and present;

NOW, THEREFORE, the Anderson County Council does hereby proclaim the month of February 2020 as BLACK HISTORY MONTH in Anderson County, encouraging all residents to recognize the importance of black history throughout our county, participating in countywide activities that promote unity for the betterment of our communities, celebrating the diversity and character of our community, and highlighting the importance of sharing our culture and customs as the County observes and commemorates Black History Month.

PROCLAIMED this 18th day of February, 2020.

Mr. Chairman, I put that in the form of a motion.

TOMMY DUNN: Thank you, Mr. Wooten.

Any more discussion? Second Ms. Wilson. Any more discussion? Hearing and seeing none, all in favor of the motion show of hands. Show the motion carries unanimously.

Thank y’all. This will conclude this part of our meeting. We’ll reconvene back here at 6:30 for the start of our regular council meeting.

(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:15 P.M.)
ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
FEBRUARY 18, 2020

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT
TOMMY DUNN: At this time I’d like to call the regular Anderson County Council meeting of February 18th to order. I’d like to welcome each and every one of you here. Thank y’all for being here tonight. We’ll get started. At this time we want to recognize Chairman Graham. Mr. Graham.

RAY GRAHAM: Thank you, Mr. Chairman.

I just want to recognize the Mayor of Belton, Mayor Ownbey. Appreciate you being here tonight. One of the conflicts is a lot of times they meet the same time we do, so we don’t always get to share each other’s meetings. But definitely a pleasure having you here tonight. Let us know if there’s anything we can do for your guys in Belton.

TOMMY DUNN: Thank you, Mr. Graham.

And welcome, Mayor. Yes, ma’am.

GRACIE FLOYD: The Mayor of Williamston, would you please stand up? Good.

TOMMY DUNN: Nice to have you here.

Appreciate you.

APPLAUSE

GRACIE FLOYD: Would you believe I intended to say, Council member. I know you don’t want to be the mayor, but anyway we’re just happy to have you here with us tonight. Please come back to visit us again. Thank you.

TOMMY DUNN: Anyone else? Thank all of y’all for being here. Hope to see y’all again.

At this time I’d like us all to rise for invocation and pledge of allegiance; Councilman Sanders, please.

INVOCATION AND PLEDGE OF ALLEGIANCE BY BRETT SANDERS

TOMMY DUNN: At this time are there corrections or changes to be made to the January 21st minutes of 2020?

CINDY WILSON: May I, Mr. Chairman?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: The only thing that I noted was wherever the name Derrick Singleton appears, it was not spelled correctly. This is a little different spelling.

TOMMY DUNN: The last name or both?

CINDY WILSON: Just the first name, Derrick.

TOMMY DUNN: Anyone else?

GRACIE FLOYD: Mr. Chairman.

TOMMY DUNN: Yes, ma’am.

GRACIE FLOYD: Still there are problems with something here. On page two of the minutes, Mr. Chairman, under Tommy Dunn, it says Mr. Burns, mic cutting out. And it says, us three being together, us
three being together, wouldn’t that -- and the mic cuts out again. This what she wrote. Okay. And on the same page, Ms. Wilson, she says usage of the capacity to existing -- exiting capacity right now. That doesn’t make any sense. And she says that, as well, that doesn’t make any sense. And on page two again, she said something like -- she wrote, but she got me there verbatim. And I don’t understand that. I don’t understand what that means. Also, let me see what page we go to next. Is there any other page? Well, whatever -- well, it’s on page fifteen. It says you’ve got to talk in that mic. This is where we’re losing our minutes -- I mean our agenda is getting lost. Uh-uh, it says, you’ve got to talk in that mic. This is where we are losing our minutes. And also on line thirty-nine, that’s fine because I’m trying to understand something here and it means I have to look you. But it goes on, no, it don’t have to, but it should have been for information. I thought everybody got it in their box. But anyway. And it ends there. And those are the ones that I found. That was it.

Thank you.

TOMMY DUNN: Anything else? Do we have a motion to accept the minutes with the correction of Mr. Singleton’s name change? Ms. Wilson makes that motion. Do we have a second?

JIMMY DAVIS: Second.

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

Moving on to the February approval. Are there any corrections to be made to the February 4, 2020 meeting? Hearing none, do we have a motion to move forward?

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. All opposed like sign. Show the motion carries unanimously.

Moving on to item number 4, citizens comments. If you signed up, this is for comments on agenda items only. You have three minutes. If you would, please, state your name and district you live in and address the chair, please. When Mr. Harmon calls your name, please step forward. Mr. Harmon.

LEON HARMON: Mr. Chairman, first speaker is James Allen.

JAMES ALLEN: Yeah, my name is James Allen. It’s on that gun. I go to the same church.
I’m not going to mention the church because there’s been a bad approach on it already. But I go to church there; been going there since I was twenty years old. Never thought about carrying a gun in our church. In the last year it got real bad and then last month two killings right in front of our church. We do have people carrying concealed weapons in our church. Only the ones that can carry concealed weapons that went through the proper training. And recently two deaths, shootings, right in front of our church. Last week we had two bullets that come through our front door of our church. The church service wasn’t going on at the time; went straight through our front door of our church. Not counting the fellowship hall being shot, awnings been shot.

And we do this now to protect our children. I’m at the age now I’m ready to meet my Lord, but we’ve got children that’s not quite that ready. I wish everybody in the world would have that In God We Trust in our heart so we wouldn’t have to carry concealed weapons. But we don’t. We don’t.

So I’d like you to really consider this. It’s not something we want to do, but it’s something we have to do now. And I really wanted to bring this up that it’s just a danger alone in our church. We love everybody. We wish everybody loved us. That’s all I wanted to say.

TOMMY DUNN: Thank you, sir. Next, Mr. Harmon.

LEON HARMON: Mr. Chairman, next speaker is Mike Manley.

MIKE MANLEY: Good evening. My name is Mike Manley. I live at 1158 Cartee Road. I live in District 4, Mr. Sanders’ district. And here to speak tonight about a rezoning request that was made about six months ago now.

The neighbors and Richard Bennett, who I think is going to speak a little bit later, have been working very hard on trying to come to some kind of compromise as far as how we might approach this. And I think we’ve probably come up with a good plan as far as the approximately ten acres. We’re looking at having some restrictive covenants put on it. I think our major concern, or my major concern at this point in time, just remains how the county would react to enforcing that.

There is -- like I say the paperwork has been filled out as far as that. So I would be interested because I know Mr. Sanders has to recuse himself once
we start talking about the agenda items. So he’s not able to ask that question. I would appreciate one of the other council members, though, asking the county whether or not they would take any role in enforcing that restrictive covenant. Thank you very much.

TOMMY DUNN: Thank you. Next, Mr. Harmon.

LEON HARMON: Next speaker is Rich Bennett.

RICHARD BENNETT: District 4, 307 Compass Point. I’ll speak, as well, on the Cartee Road. As Mr. Manley spoke, we have been working on it for quite a while. We’ve tried to come to a compromise. I think it’s been good for both sides. We signed the restrictive covenants. And I think it’s been a win/win. Hopefully (inaudible) as far as county enforcement, I don’t know the answer how it would move forward. (Inaudible) for everybody’s benefit. Thank you.

TOMMY DUNN: Thank you. Next, Mr. Harmon.

LEON HARMON: Next speaker is Michael Thompson.

MICHAEL THOMPSON: Mr. Chairman, council, my name is Michael Thompson. I live at 1166 Cartee Road. I’m here to speak about the rezoning on the property on Cartee Road as the two gentlemen have previously spoke about. The reason I’m speaking is because I was pretty adamant the first meeting or so about this rezoning, you know, opposition to it. But we have since had a couple of meetings with Mr. Bennett, with the people of our neighborhood and we have worked out a great plan, I think, that satisfies everyone involved.

Now, we have a small group here today. We’re representing fifty — approximately fifty families that live off of Cartee Road. And as you know, that enters on and off of the exit from I-85, so it’s a pretty dangerous traffic situation. One of our concerns was the amount of traffic that might be generated by making this a commercial property. But what we’ve agreed to, and I think you all have a copy of a deed restriction Mr. Bennett’s lawyer put together, and a couple of us have been allowed to review that and actually make changes to it. And basically, not to spend a lot of time on it, but what’s been done was a deed restriction was put in place by Mr. Bennett that not only puts a barrier, a tree barrier if you will, a natural zone, thirty feet along the — between this piece of property and the highway that we all travel on. And then that’s on the first 2.6 acres and then the rest of it on up to
the boundary line is going to have a twenty-foot wide
natural barrier. He has restricted this piece of
property to have only one highway -- one access onto
Cartee Road. And also the closest 2.63 acres to our
property is being restricted to a water retention pond
area. No other construction can be done on it.

So I just want to say on behalf of myself, we have
tried to get our neighbors together to deal with this,
and the meetings we had some people turn out. I
prepared a sign and put on that property right beside
the road so that everybody that’s affected that’s come
out for the last two days could see that sign and know
about this meeting. We don’t have an association, so
I’m not speaking for anyone other than myself. But I
would withdraw my concerns from you guys approving this
rezoning. I think Mr. Bennett has done everything that
we had hoped that he would without limiting his right
to rezone the property ---

LEON HARMON: Time, Mr. Chairman.

MICHAEL THOMPSON: --- for commercial
purposes. And I’m in favor of allowing that to
proceed.

TOMMY DUNN: Thank you, sir. Mr.
Harmon.

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

ELIZABETH FANT: ... full house here.

Just a matter of record, when the gavel was pushed
tonight, it was only 6:29, so I did not actually get my
signature on the sheet, but I am speaking at the
beginning and the end.

It’s kind of ambiguous when we have more than one
sets of minutes. When you say page so and so, Ms.
Floyd, or whoever, we don’t know which set of minutes
that you were talking about. There were two sets of
minutes and I had to scramble to find what you had
said. However, the microphone thing, we’ve really got
to nail that down. You guys and ladies need to speak
into the microphones. You need to pull it down in
front of you and speak into it and not turn to somebody
else to speak, because that’s when we lose you. And
Ms. Floyd, there are places in here where we can’t see
what you said because of that reason.

I want to talk about the sheriff’s report. The
sheriff has added a few categories on the report. And
I’m really liking what I have to see. At the bottom he
talks about extra patrols in the areas of Pickens Road
and Hamlin Road for Brett Sanders. I have noticed that
up there a marked amount of crime is being cut because
they’re stopping people to see if they’ve got stolen
goods on their trucks and whatever. It works.

Stopping people who look suspicious works.

We also have stopping the traffic on 86 in Piedmont
for Jimmy Davis. That’s also a hot spot. And for Ms.
Wilson also on Big Creek Road with litter. This is
excellent. The sheriff’s report gets better every
time.

Also, you’ve got a category about courthouse; how
many juveniles transported, how many bench warrants,
how many family court cases in a month. Six hundred
and seventy-four. What is going on with our families.

Anyway, for those of you that don’t get this, you
ought to really get a copy of it because it tells you a
real good snapshot about what’s going on in the county,
where the crime is. And the gentleman who already got
up to speak, it’s a question or something that you all
are going to have to take under consideration because
people need to be able to carry their weapons to
protect themselves. That’s the bottom line.

APPLAUSE

TOMMY DUNN: Mr. Harmon.
LEON HARMON: Mr. Chairman, no one else
signed up to speak.

TOMMY DUNN: Thank you, Mr. Harmon.

Moving on now to item number 5, presentation from
South Carolina Youth Challenge Academy, Stephen
Johnson. Mr. Johnson.

STEVEN JOHNSON: Mr. Chairman, chair
members, I appreciate you having me here. My name is
Mr. Johnson. I’m a recruiter with the South Carolina
Youth Challenge Academy. We’re located at the backside
of Fort Jackson in the Leesburg Road area. We are a
five and a half month residential program for at-risk
youth between the ages of sixteen and eighteen. It’s
for kids that have either dropped out of school or been
expelled or just having disciplinary problems or just
want a more regimented, structured, controlled
environment versus the normal school system.

So we’re not in competition with the school system.

We’re actually an alternative to the alternative
because we know every county has their alternative
school system. We give every kid maximum opportunity
to excel in the education system. However, there are
other issues or behavior problems or whatever going on
with that young person’s life, so we have this program
to offer them.

So it’s five and a half months residential. First
two weeks is very structured, very controlled, where
they learn the rules and regulations and what they have
to do while they’re there in the academy. And then the
remaining five months is where they’re pursuing their GED, academic excellence through the GED, and also learning critical life coping skills. And they also receive additional job skills training. They receive training on physical fitness, health and hygiene, responsible citizenship.

There’s eight core components. I have a brochure up here you can get before you learn today. And I’ve given one to every council member, as well.

The thing that I wanted to emphasize to everyone is just what y’all are saying. We had some of you up to talk about guns, the need for guns. We had people get up and talk about the crime rate in your county. The young people that I’m talking about, we have at least fourteen young people this year only, just this year, and we’ve been doing this since the nineties, from Anderson County. That’s not a bad thing. That’s a good thing. Almost all of those young people that came through our program were total successes and went back to their counties and become more productive, positive and family members, students and citizens within a community.

So the point I’m getting at is these young people are what we’re talking about. They are our future. They are our replacements. We can all talk about what’s not going right, but we’re not going to be in a situation where we can control that forever. We have to train our replacements. If you have kids that you don’t know where they’re at right now, but you’re in here asking about policies and procedures, rules and regulations and what we should do -- I’m not trying to lecture, I’m just saying -- you’re not always going to be in control of that. So you need to be working on your future. If you don’t know where your children are at, it’s something to think about.

Okay. And then the crime rate, if you are a young person with one of those people that was incarcerated or carted away, we need to look at that. So all I’m trying to get at is, there is light at the end of the tunnel, but we all just have to take action. We’re taking action on other issues; admirable. But you have to take action on your future. The future is, hopefully, these things won’t be as necessary because we’ve taught responsible citizenship. We’ve led by example. We’ve prepared our replacements to carry on what we have worked so hard for.

Okay. Don’t get me preaching. But the program is available. It’s five and a half months long. Now when the kids graduate from us, and it’s males and females between sixteen and eighteen -- we’ll take them when
they’re fifteen if they’re going to turn sixteen while
they’re with us -- but when they graduate from us they
usually go on to college or they go on to vocational
technical schools or they go into the military. We
have an average of about nine or ten kids per cycle.
We do two classes a year. So each graduation is about
a hundred kids. About nine or ten of those go in the
military. And so the point is, they leave us hopefully
to go on and do bigger and better things. And then
they go back to their community. They go right back to
where they came from. So if we didn’t do anything
before they got there, we need to be prepared to
receive them when they get back to help them continue
their success.

I’d like to thank everybody for letting me have the
few minutes that I had here. But I can’t emphasize
enough -- a lot of people aren’t aware of the program
until they absolutely, desperately need it. They need
to be aware of it. We need mentors. We need
volunteers where we take young people from all over the
whole state. There’s forty-three of these across the
whole United States in thirty-seven different states.
Some states have two and three programs. So there is a
necessity for it. There is a need for it. Colin
Powell, back in May of ’81, warned everyone that we
would have waves of gangs across the United States.
When he the million man march, he said, we need
mentors. We need leadership, guidance and direction.
And now here we are. He’s not a fortune teller. He’s
a person with leadership, guidance and direction and
enough forethought to know that he needed to train his
replacements because he was a general and thought like
a general. But we don’t need to think like generals.
We have to think like leaders.

So the program is available. If you have any
questions I’ll be available back in the lobby when you
get done. Thank you very much.

APPLAUSE

CINDY WILSON: May I? Mr. Chairman, I
have a question. Mr. Johnson, two quick questions.
Number one, how do young people get into your program?
Do they have to be nominated or what have you? And who
finances the program?

STEPHEN JOHNSON: Yes, ma’am. Thank you for
those questions. The financing is done through the
National Guard Bureau at the Washington, D.C. level.
We receive seventy-five percent federal funding and
twenty-five percent state and local funding. We also,
naturally, would take donations. We have a foundation.
We have a website, it’s www.scyouthchallenge.com. Or
you can just google Youth Challenge; it’ll come up. And then an application is actually online. You can apply online.

Now, the people that get referred to us, they get referred to us by law enforcement, kids that are minor offenders that want to make a change in life. They can’t be felons. They have to be between sixteen and eighteen. We get referrals from schools; we get referrals from parents; we get self-referrals. So the kids that come to us are from all different walks-of-life with all different reasons for being there. But once they get there, they’re a candidate that wants to become a cadet, that wants to become a more positive family member, citizen. I hope I answered your questions.

TOMMY DUNN: I think you did. Appreciate it. Thank you a lot.

STEPHEN JOHNSON: Thank you.

TOMMY DUNN: Moving on to item number 6, be a presentation South Carolina Carry, Mr. Jones. Mr. Jones.

RANDY JONES: Thank you for having me tonight. My name is Randy Jones. I’m the Anderson County leader for South Carolina Carry in Zone 3. I also reside in Ms. Wilson’s District 7. So I’m here to speak both for me personally, as well.

First of all, South Carolina Carry is a non-profit 501(c)(4) corporation operating within South Carolina. Our mission is dedicated to promoting appreciation and respect for the basic liberties guaranteed by the Bill of Rights, and most importantly, the Second Amendment, which we believe protects all the other rights. The Second Amendment does not grant us rights, but protects our God-given rights from a tyrannical government. This is a critical truth about our Constitution that many just don’t understand.

The Second Amendment is under attack. I wish I could sit down with each one of you on the council and share all I understand about where we are in the fight for the Second Amendment, but I don’t have four or five hours to do that. I am working hard, though, to make sure that those I come in contact with get to hear the other side, as this is rarely ever presented to the average person. We often hear that we need more gun debate. But the truth is, gun ban supporters don’t want that because the facts are not on their side. I want to be a source of information for you when you need to know more about the whole picture as it relates to gun issues. The issues are typically very hot issues; often very difficult to discuss in a manner
that actually explores the whole subject. But I
welcome the opportunity to sit down with each one of
you to answer any questions you may have or as a group
to help in educating others on the facts relating to
gun safety. I could also get other excellent resources
from our group to come with me with deal with more
specific concerns.

Most of us are bombarded with information about the
dangers of guns; handgun owners almost every day from
the mainstream news media. This is a result of a major
misinformation campaign that I hope South Carolina
Carry can help correct. The facts are guns save lives.
This is supported by studies by the CDC. It's also
demonstrated by our law enforcement people every day
they go to work. Their guns, along with the other
tools that they carry with them, are the best defense
tools in protecting their life as well as others
against evil people.

There's never been a time in our country when the
support for the second amendment has become under
attack as it is today. Michael Bloomberg is funding
gun ban groups like Moms Demand Action, Every Town for
Gun Safety with tens of millions of dollars each year.
Their goal is to ban all guns from everyday citizens
like you and me, but not from the really important
people like themselves and the full time security
people that surround them at all times. The elite
people pushing this agenda feel they are just worth
more to society than the rest of us; the rest of us
average American people. That's very sad but true.

The Supreme Court has ruled several times to
protect the Second Amendment from being infringed upon
by local and state governments. But many liberal
courts have refused to uphold this ruling, which has
fueled the rampant attack we're seeing in many states
today. It's time for the Supreme Court to stop these
lower courts from projecting their views and beliefs
that allow these rights to be taken away.

People across the nation are now standing up and
doing everything possible to raise awareness of this
and to work with their local governing bodies and law
enforcement to stop outsiders from coming in and trying
to take away these basic rights.

Law abiding citizens in state like Illinois have
been pushing for more and more gun control laws, but
they have started taking steps to prevent these
infringements from being forced on them in their local
counties and municipalities. This movement has swept
across Virginia after the Democratic party gained
control of both houses and the governor's office and
announced their intent on passing some of the most restrictive gun laws ever in that state. Many other states are also going through similar efforts and this has now ignited like a wildfire in South Carolina. If you look at this screen map, it’s a little bit outdated, but you can see that there’s a lot of states like Illinois, Virginia and especially states in the mid-west area that have all taken steps to become Second Amendment sanctuaries. In Virginia, if you look at this map, you’ll see that there’s just three red spots on this map where the sanctuary ordinances have been declined. But most of the state is all green and have done a lot to make sure that they’re going to protect their Second Amendment rights. In South Carolina we have three counties that have already passed Second Amendment resolutions. We’ve got several that are highlighted in orange here that are now taking steps to try to create that movement in those states -- in those counties, so we’re -- of course, Anderson County is one of the ones that we’re hopeful we’ll be able to move forward with that, as well.

South Carolina Carry would like to help in getting this passed in Anderson County. We have submitted a draft ordinance to the council to consider and pass for the citizens of Anderson County. Thousands of concerned citizens that you represent have already signed petitions in support of this proposed ordinance. These were obtained just in the past week to two weeks, so we’re confident we’ll have many more by the time that this proposed ordinance gets on the agenda for its first reading.

The Second Amendment is the cornerstone of the freedoms protected under the great Constitution of the United States. This is the very same Constitution that our military, law enforcement officers, and the people who work for our government to represent us, the people of this county, state and country, have sworn to uphold. We expect to have your support in moving forward with this ordinance for Anderson County and the support efforts should our state consider a statewide sanctuary status effort.

Please don’t let this be taken away from us, a well regulated militia being necessary to the security of a free state, the right of the people to keep and bear arms shall not be infringed.

We have 2020 elections coming up and South Carolina Carry will be working diligently to educate the voters in South Carolina about those candidate positions, where they stand on the Second Amendment issues that we
value so dearly. Our group is growing rapidly and this
Second Amendment sanctuary movement has awakened a
large group of South Carolina voters. These voters are
standing up for their Second Amendment rights and we
fully expect to see sweeping changes as we work to put
the strongest 2A candidates into office this year.

I appreciate you listening to us tonight, and I
would just like -- I know there’s a lot of people here
that have come tonight to be in support of that. So if
you’re here to support the Second Amendment rights and
maybe you’re wearing an orange sticker, if you wouldn’t
mind standing up just so that people can see that.

**APPLAUSE**

RANDY JONES: Thank you very much.

TOMMY DUNN: We’ll be moving on now to
item number 7(a), ordinance third reading, first will
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 in District 4. Mr. Sanders is
going to recuse himself. Thank you, Mr. Sanders.

BRETT SANDERS: Can I say something first?

TOMMY DUNN: Yes, sir.

BRETT SANDERS: I’d just like to say that
I’m excited to see developers and people in the
community work together. It shouldn’t always be a
council’s decision. And I just want to applaud you
guys on that, and I appreciate all your hard work.
Thank you.

TOMMY DUNN: Thank you, Mr. Sanders.

Mr. Sanders. Get his, Jimmy, if you don’t mind. Would
you just state the reason why you’re recusing yourself.

BRETT SANDERS: Yeah, the reason why I’m
recusing is one of my accountants is, I think, part of
the investors in that development. He’s also a
contributor to my campaign. So I don’t feel it would
be in my best interest to vote either way.

TOMMY DUNN: Thank you, Mr. Sanders.

BRETT SANDERS: Thank you.

TOMMY DUNN: Now at this time can we
have a motion on the floor?

JIMMY DAVIS: So moved.

TOMMY DUNN: Motion Mr. Davis to move
forward. Do we have a second?

RAY GRAHAM: Second.

TOMMY DUNN: Second Mr. Graham. Now
open the floor up for discussion.

CINDY WILSON: Mr. Chairman, may I?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: There was a reference to
covenants and restrictions, but we have none of that in
our packet here. I'm not sure we would be a party to
that. Perhaps Mr. Harmon could clarify that for us.
TOMMY DUNN: I wanted to ask that. I think ...
LEON HARMON: The county would not be a
party to that document, Ms. Wilson.
CINDY WILSON: From my real estate
background, covenants and restrictions are imposed by
one party on another party, and if the party accepting
the covenants and restrictions should violate that, it
would be the position of the person or people imposing
that to enforce. Would that be correct?
LEON HARMON: Yes, ma'am. That is
correct. And I do have a copy of the document that has
been put together and there is an entire section in the
agreement entitled enforcement.
CINDY WILSON: Okay. Thank you.
TOMMY DUNN: Thank you. Mr. Harmon,
that’s on -- I’m asking -- but if that’s on record,
recorded, with a break, fallback, it would be a civil
matter, but also wouldn’t the county say that this is
not going to happen because this is in that
restriction? A deed recorded like that?
LEON HARMON: Mr. Chairman, if someone
wanted to do something in that restricted area, yes, I
think the county probably would, at that point, not
permit that. But as far as strict enforcement of the
document itself, it’s a private enforcement matter.
TOMMY DUNN: But as far as permitting
it, though, it’s on record that the county should
permit that?
LEON HARMON: That’s correct.
Permitting would be a totally different issue.
TOMMY DUNN: That’s right. Thank you.
Any more discussion?
RAY GRAHAM: Mr. Chairman.
TOMMY DUNN: Yes, sir, Mr. Graham.
RAY GRAHAM: I just want to commend the
community and also the developer. I mean, personally
the way I look at it, when people own property, you pay
taxes on the property, unless there’s already
restrictions in place, I find it hard for the
government to actually step in and try to regulate
that. But still I understand we have guidelines. And
I definitely commend both parties to coming together,
working together and basically coming up with a
solution that hopefully it’s going to be feasible for
everyone. So definitely commend both parties for that
and appreciate y'all’s work toward that, along with the
county staff.

TOMMY DUNN: Anyone else before we vote?

CRAIG WOOTEN: Just to clarify, the gentleman’s question was about whether or not the county would enforce. It would be incumbent upon the private citizens to seek enforcement, but they could have reasonable assurances from the county that we would not permit something in violation of the covenants.

TOMMY DUNN: That’s right.

CRAIG WOOTEN: Thank you.

TOMMY DUNN: I’d just like to also say this is what we were hoping to accomplish when this thing started six months ago. Appreciate the people that owns the property working. I know they spent a lot of time in it. The people in that community care about their community, working for this. We appreciate it. I think things like this is a win/win situation.

For the record show Mr. Sanders recused himself and he stated his reason. And also Ms. Floyd had a reason she had to leave. She’ll be back. Nothing to do with this right here. She had a thing.

All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously with folks here. Thank y’all.

We’ll be moving on now to item number 8(a). Bring Mr. Sanders back in, if you would. We’ll be moving on now to item 8(a), this is second reading, 2020-001, an ordinance to amend the zoning map to rezone plus or minus 23.66 acres from R-20, single family residential, at 150 Burns Bridge Road, again in District 4.

This is going to be a public hearing. Anyone wishing to speak to this matter, step forward and please state your name, district, address the chair on this matter. Public hearing. Anyone at all? Seeing and hearing none, the public hearing will be closed. Do we have a motion to move this forward? Motion Mr. Sanders, second Ms. Wilson. Now any discussion? Hearing none, all in favor of the motion show of hands. Show the motion carries with the council members present. Show Ms. Floyd is still out of the room.

Moving on to item number 8(b), 2020-002, an ordinance authorizing the execution of a lease purchase agreement in an amount not exceeding $2,200,000 relating to the leasing and purchasing of software, the execution of necessary documents and closing papers. Again, this second reading. This is the one we’ve had multiple meetings on and discussions. Helping us with
our overall computer program for the whole Anderson County. Do we have a motion to move this forward?

CINDY WILSON: So moved.

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

Moving on to item number 8(c), second reading, 2020-003, an ordinance to amend section 42-116 of the Anderson County, South Carolina Code of Ordinances so as to amend the definition of maltreatment as that term applies to any animal or pet. Comes from Chairman Graham. Mr. Graham.

RAY GRAHAM: This comes forth from the Public Safety Committee. This is ordinance 2020-003, an ordinance to amend section 42-116 of the Anderson County, South Carolina Code of ordinances so as to amend the definition of maltreatment as that term applies to any animal or pet.

Basically breaking this down, this is basically allowing the sheriff’s department some leeway on charging a county ordinance magistrate’s court fine versus charging some more serious crimes with it. In doing so, it -- basically if a citizen in Anderson County is mistreating animals or whatever and there’s some educational opportunity there, the sheriff’s department can do it at a lesser fine and educate the people as far as the dos and don’ts and it just gives them some leeway.

This was brought forth from Public Safety as a recommendation.

TOMMY DUNN: Thank you, Chairman Graham. Coming from Public Safety it doesn’t need a second. Any more discussion? All in favor of the motion show of hands. All opposed like sign. Let the record show Ms. Floyd is back on the bench. Vote is unanimous.

Moving on to item number (d), 2020-004, an ordinance to amend an agreement for the development of the joint county industrial and business park, 2010 park, of Anderson and Greenville Counties so as to enlarge the park to add Project Yellow to the business park. At this time -- I meant to do this before the meeting or at the beginning of the meeting. At this time I’d like -- Mr. Nelson has been under the weather. How is he doing, Mr. Burns?

RUSTY BURNS: He is doing better today, sir.

TOMMY DUNN: Is he at home?

RUSTY BURNS: Yes, sir, he is now.
TOMMY DUNN: Let’s keep him in our thoughts and prayers as we go through this about him and his family, make a speedy recovery. This is second reading on this. Do we have a motion to move this forward?

JIMMY DAVIS: So moved.

TOMMY DUNN: Motion Mr. Davis; second by Ms. Wilson. Any discussion? Hearing and seeing none, all in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Going to move on to item number 9, ordinance first reading, 9(a), 2020-005, an ordinance authorizing the execution and delivery of special source revenue credit agreement by and between Anderson County, South Carolina and Project Robo, with respect to special source revenue credit to be applied against fee in lieu of tax payments related to certain investments in the county. Mr. Burns, you going to take this?

RUSTY BURNS: Mr. Chairman, what we have here is a company that already employs thirty people in Anderson County. They want to invest 1.7 million dollars within five years and they want to generate twenty-one new jobs. The jobs will pay thirty-seven dollars and seventy-three cents an hour. This is the first expansion. We expect four other companies to result from this activity.

CRAIG WOOTEN: Mr. Chairman, I just want to see if I can recuse myself. I actually worked for this company. I no longer work for them, but I worked for them for about seven years. And so I just think it would be appropriate to recuse myself.

TOMMY DUNN: Thank you. Appreciate it. Let the record show Mr. Wooten has recused himself and he stated his reason. Do we have a motion to move this forward?

CINDY WILSON: So moved.

BRETT SANDERS: Second.

TOMMY DUNN: Motion Ms. Wilson; second by Mr. Sanders. Any discussion? Hearing none, all in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Mr. Graham, will you get Mr. Wooten to step back in here?

RAY GRAHAM: Yes, sir.

TOMMY DUNN: Number 10, there are none. Number 11, a report from the Public Safety Committee meeting of February 12. Can’t be a whole lot because I think most of it was in executive session.

Ray Graham.

RAY GRAHAM: It wasn’t. Mr. Chairman, there’s really nothing to discuss. We did go into
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executive session to discuss contracts and really more or less educating some of the members of Public Safety as far as updating as far as what was going on. No changes. Nothing was determined. More or less just a discussion meeting. So at this time there’s nothing to report.

TOMMY DUNN: Thank you, Mr. Chairman.

Moving on now, item number 12, bid approval, 12(a), this is bid number 20-032 concessions at the Anderson Sports and Entertainment Center. A bid was put out to handle concessions at the Anderson Sports and Entertainment Center because we currently do not have a preferred caterer at the Civic Center. The bid was sent out to five catering companies. There was only one responded, Dove Catering. Concessions will pay Anderson County, as follows: twenty-two percent for the first twenty-five thousand monthly gross sales; twenty-five percent for monthly gross sales in excess of twenty-five thousand. Staff recommends awarding the contract to Dove Catering who is a local vendor. They have all their insurance and stuff in place.

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?

CINDY WILSON: May I?

TOMMY DUNN: Come to Ms. Floyd.

CINDY WILSON: How long will this contract run? It doesn’t state?

TOMMY DUNN: I think it’s a year; ain’t it?

CINDY WILSON: So we’ve got a year to try them out and make sure it’s working? Okay. Thank you.

TOMMY DUNN: Ms. Floyd.

GRACIE FLOYD: ... Mr. Carroll was one of the ones who did this. Mr. Carroll, am I right?

TOMMY DUNN: Yeah.

GRACIE FLOYD: Is he not saying anything?

TOMMY DUNN: He nodded his head.

GRACIE FLOYD: Oh, he did? I can’t see way back there. Mr. Carroll, what I’m concerned about is that we sent out five bids and we only heard back from one. Okay. There are other places in Anderson County that I’m familiar with with catering. But I don’t see, I don’t see many of them. In fact, I only notice one person. Were the rest of them from Anderson
County, as well?

ROBERT CARROLL: I don’t believe so, ma’am.

We reached out to other venues like over at AU, over at North Greenville, at the Bon Secour Center, at Clemson, and found who had concessions and that type for them for catering. And those are the companies we reached out to. We have Dove Catering to come in to request a copy of it. I think they’ve done some events at the Civic Center in previous years.

TOMMY DUNN: They have.

GRACIE FLOYD: Yeah, they have. But I don’t see Anderson College. Did they not -- I mean you didn’t list them as giving a bid?

ROBERT CARROLL: It’s the companies that do work for those universities and other locations I just mentioned. These other four that are listed.

GRACIE FLOYD: Café Bon Appetite, no response. Mercer Technologies, Center Plate, as well as Aramark, Anderson College and other places.

ROBERT CARROLL: Yes, ma’am. That I mentioned. Yes, ma’am.

GRACIE FLOYD: That really concerns me because we only had one person out of five to respond to the -- to this?

ROBERT CARROLL: Yes, ma’am.

GRACIE FLOYD: And Mr. Chairman, what’s the possibility of having it rebid?

TOMMY DUNN: I don’t think that would be a good idea. Someone won it in a fair bid, and they would have every reason to sue us, I would think, if we didn’t do that. That wouldn’t be -- this ain’t the first time since I’ve been on council this has happened as far as the vendor at the Civic Center, not getting nobody to bid on it. I think last time they only had one company to bid on it, the last time. I think we’ve personally -- I don’t know nothing about Dove Catering, but I think we’re fortunate to have somebody to put in for it and give it a try.

GRACIE FLOYD: I seem to remember there was one time we did go back and rebid it for one reason. I can’t remember the reason why we did it. But I just don’t feel comfortable with Dove Catering. I just think that when we get one -- when we only get one bidding -- one bid in, we need to go back and look at why. Maybe we’re not doing something right.

TOMMY DUNN: We’re good. Anyone else?

All in favor of the motion. All opposed. Show the motion carries with Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Graham, Mr. Wooten, Ms. Wilson in favor; Ms. Floyd opposes.
ROBERT CARROLL: Thank you.

TOMMY DUNN: Thank you, Mr. Carroll.

Moving on to item number 13, this is capital for roads and bridges equipment. This will be item number 13, capital, roads and bridges equipment. This is permission seeking to purchase a FP5 Flameless Patcher that will be mounted to a freight liner conventional cab. The bid was sent out but there was not a response that met the specifications due to the following three items that are needed on this piece of equipment: a proprietary swing arm for performing shoulder-type work; electric heating design; a telematics package which is cloud-based software which generates performance data and information for each crew and all materials that area used that will feed into our existing Cartegraph system. Therefore, staff is recommending purchasing sole source from Kerkmann, Incorporated out of Kansas. It’s the only company that offers the piece of equipment that contains the three items listed above. This machine will allow Road and Bridges to perform pothole patches effectively which result in the patching lasting longer. Roads and Bridges currently cold patches, which means they use cold asphalt to fill and roll over it with a pickup truck. This new equipment will come with a self-contained roller/compactor that will be used to roll over the hot asphalt. The new equipment will also result in less waste of asphalt because it has an asphalt hopper on the back which keeps the asphalt hot for up to forty-eight hours which results in less waste. All the tools will be on the truck and the job will be accomplished more efficiently and effectively like it’s supposed to be accomplished. Price is one hundred eighty-nine thousand three hundred thirty-two dollars and paid for out of the capital funds that’s already budgeted for it.

Do we have a motion to put this on the floor?

Motion Ms. Wilson. Do we have a second.

RAY GRAHAM: Second.


CINDY WILSON: I see that the delivery cost is thirty-seven hundred fifty dollars. Would it be less expensive to ---

TOMMY DUNN: Speak up. I’m sorry.

CINDY WILSON: It’s thirty-seven hundred and fifty dollars delivery. Would it be viable for us to send an employee and a flatbed out to pick it up?

Would that ---

TOMMY DUNN: Probably not. We can
check on that. It’s coming from Kansas. Probably have
to send two people. They’re going to lose some work;
wear and tear on your equipment going through all the
DOT stuff and everything. Probably not.

JIMMY DAVIS: It becomes a liability
issue by the title of ownership of the vehicle when it
takes place.

CINDY WILSON: Thank you.

TOMMY DUNN: Anyone else?

JIMMY DAVIS: Mr. Chair?

TOMMY DUNN: Mr. Davis.

JIMMY DAVIS: I just want to make a
clarification on this just so that we know. I’ve spent
some time with Matt Hogan and speaking of this because
I was pretty concerned about it. But one of the
problems that we have as a county is we’re filling
potholes and cracks and other places in our county
roads and everybody knows we have terrible road
conditions. But one of the problems that we have,
especially in the cold months, is the only thing that
we can do is, because the asphalt plants are closed, we
can’t use hot asphalt. This will allow us an
opportunity and wherewithal to do a better job of
filling potholes that will be on a permanent basis or a
more permanent basis. There’s no permanent
(inaudible), but it will fill the pothole in a better
way that’s more to our standards and they will last
longer until we can do something with the roads. This
is the best equipment that will do the best job to fill
the potholes for Anderson County. It will do a much
better job than anything we’ve ever done. And I think
it’s much needed especially -- I can say it’s much
needed in my district, District 6. I’m in full support
of it. Thank you, Mr. Chair.

TOMMY DUNN: Thank you, Mr. Davis.

Anyone else? Mr. Sanders.

BRETT SANDERS: Yes, sir. Mr. Burns, do
you know if we have to hire additional personnel or use
the same staff?

RUSTY BURNS: Use our same staff.

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

At this time do we have a motion to go into
executive session to take legal advice regarding some
legal matters regarding Mungo Home Properties, LLC?

JIMMY DAVIS: Mr. Chair, I’d like to
make a motion that we move into executive session to
discuss legal advice regarding Mungo Home Properties,
LLC.
CINDY WILSON: Second.

TOMMY DUNN: Have a motion Mr. Davis; have a second Ms. Wilson. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. We’ll be back shortly.

EXECUTIVE SESSION

TOMMY DUNN: I call the county council meeting back in session. Motion, Ms. Wilson?

CINDY WILSON: Mr. Chairman, may we make the motion to come back into session from executive session, having received legal advice regarding Mungo Home Properties, LLC and Anderson County Planning Commission, with no votes taken.

TOMMY DUNN: Have a motion by Ms. Wilson. Have a second?

JIMMY DAVIS: Second.

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

Mr. Davis, do you have a motion?

JIMMY DAVIS: Mr. Chair, thank you. I’d like to make a motion that the county -- Anderson County move forward with the hearing now scheduled for March 30, 2020 in the Mungo Homes case.

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

CINDY WILSON: Second.


We’ll be moving on now to item number 15, appointments. I didn’t see none. Does anybody have any? Anything come up, any boards? Seeing and hearing none, requests by council members. Mr. Sanders, do you have one? Mr. Sanders, get your mic.

BRETT SANDERS: I have one for Goats for Goodness in District 4 for the amount of fifteen hundred.

TOMMY DUNN: We have a motion by Mr. Sanders for fifteen hundred dollars for goats and goodness.

CINDY WILSON: Second.

TOMMY DUNN: Second Ms. Wilson. Now is there any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Anything else, Mr. Sanders?

BRETT SANDERS: Yes, sir. I would like to do five hundred for the Shriners circus.
RUSTY BURNS: If I may, Mr. Chairman, in everybody’s box, I believe it was last week, the annual request from the Shriners for the Shrine Circus at the Anderson County Civic Center. That’s coming up the latter part of March. And so this is just the usual request that they make in order for us to get tickets to give to children.

TOMMY DUNN: Thank you. Mr. Sanders, five hundred dollars for Shriners. Do we have a second?

CINDY WILSON: Second.

TOMMY DUNN: Second Mr. Davis. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Anybody else have anything?

CINDY WILSON: May I?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: District 7 would also like to appropriate five hundred for the Shriners’ tickets for the children.

TOMMY DUNN: We have five hundred dollars from Ms. Wilson’s account. Do we have a second?

JIMMY DAVIS: Second.

TOMMY DUNN: Second Mr. Sanders. Any discussion? All in favor of the motion show of hands. Opposed. Show the motion carries unanimously. Anyone else?

RAY GRAHAM: Thank you, Mr. Chairman. Mr. Chairman, this is actually one we had a couple of meetings back and we didn’t have all the information, so I pulled it at the last minute. I’d like to allocate twelve hundred -- I’m sorry, I’m trying to pull this number up -- twelve hundred forty-three dollars and eighty cents to Crescent High School Anglers. I bring this in the form of a motion.

TOMMY DUNN: Have a motion by Mr. Graham.

CINDY WILSON: Second.

TOMMY DUNN: Second Mr. Sanders. Any discussion? All in favor of the motion of Mr. Graham show of hands. Opposed. Show the motion carries unanimously. Anyone else?

RAY GRAHAM: I’d also like to do five hundred dollars to the Shriners Circus for the tickets, as well.

TOMMY DUNN: Mr. Graham puts a motion for five hundred dollars for the circus. We need a second. Second Mr. Sanders. Any discussion? All in favor of the motion show of hands. Show the motion
carries unanimously. Anyone else? Out of District 5, five hundred dollars for the circus. Put that in the form of a motion. Second Mr. Sanders. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously. Anyone else? Moving on to administrator’s report.

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

TOMMY DUNN: Moving on now to 18, citizens comments. When Mr. Harmon calls your name you’ve got three minutes. Please address the chair. Mr. Harmon. State your name and district for the record.

LEON HARMON: Mr. Chairman, first speaker is Ankoma Anderson.

ANKOMA ANDERSON: Yes, first of all let me say good evening to everyone.

TOMMY DUNN: Good evening.

ANKOMA ANDERSON: Mr. Chair, I come on behalf of the Anderson County Ministers Organization, as well as I serve as pastor of the Welfare Baptist Church in Belton, District 2. And I want to speak about the SC Carry presentation that was done a few moments ago. I want to say a few things. Our fourth President of the United States of America said that if men were angels, no government would be necessary. He further stated that if angels were to govern men, neither external nor internal controls of government would be necessary. And so I want to be clear here today that my stance is not in opposition to citizens having the right to bear arms; but rather it’s in vehement opposition to loose regulations and easy access to firearms.

Currently there’s a growing body of research that suggests that a lack of gun control and easily accessible firearms contribute to gun violence in all forms. This begs relevant questions. How many more young people we do need to be gunned down in Anderson County? How many more bodies need to be slain? How much more blood needs to be senselessly spilled in our streets? How many move lives with unmet potential need to be lost before citizens and the conscience of this council exclaim that enough is enough?

Therefore, it’s incumbent upon us, you, me, to protect our citizens from the terrorism of gun violence. This council decides to side with loose regulation, it will become even more difficult to tell exactly who the terrorists are. And I want to say this, as well. I’m somewhat disappointed that I’ve
come here today and it seems as if you guys have
already fixed what you are going to support and how it
is that you’re going to vote. But I want to go on to
say that nationally our Congress has been infiltrated,
packed, political action committees, NRA, members who
are paid to enact legal legislation that continues to
allow gun manufacturers to produce massive profits at
the sake of our citizens.

What citizens? The ones in South Carolina. The
ones who fell prey to white supremacists in Charleston
at Mother Emanuel African Methodist Episcopal Church.
What citizens? The citizens of Anderson County.
Eleven year old Ja’Naiya Scott was gunned down in her
west end apartment in Anderson County back in June.
What citizens? The ones who were -- or the guy who was
shot down at a convenience store here in Anderson. And
lastly, let’s not forget the precious life of Jacob
Hall at Townville Elementary.

So lastly I say, let’s not make Anderson County a
sanctuary for guns, but a sanctuary of safety.

LEON HARMON: Time, Mr. Chairman.

ANKOMA ANDERSON: I want to go on record to
say that individuals are already able to carry weapons
with concealed weapons permit. But what we’re doing
here today, or what was discussed was to lessen
regulations so that anybody can have a weapon. And
that doesn’t need to take place. Thank you.

APPLAUSE

TOMMY DUNN: Thank you. Mr. Harmon.

LEON HARMON: Mr. Chairman, next

ELIZABETH FANT: Total change of
environment. I want to talk about being careful with
what we say, what we record, so forth. Opportunities
it seems like this week are just coming down the
pipeline one right after the other. I was at one
meeting where four hundred dollars was written on the
information and it was supposed to be four thousand. I
worked with a charitable group where we were taking
donations and one person wanted to give five thousand
sixty-nine dollars, and the person at the other end
thought it was fifty dollars and sixty-nine cents, so
they missed out on about five thousand on a donation.
I was checking some of my receipts getting ready to
do my taxes. I had a credit card where somebody added
two dollars to what I had on my credit card. I also
have a place where somebody gave a five hundred
donation, and I have the receipt that I got from the
bank where it was supposed to be deposited. It’s not
on my bank statements, so I now have to go after that.
I understand on Facebook that there’s several restaurants here in town that are overcharging people. Another organization that I went to this week, they had in the minutes that a certain person had said a certain thing and that certain person wasn’t even at the meeting. Another meeting I went to, the minutes, the person’s last name was left off in the minutes. Another thing that I saw was a calendar and the date is wrong for the event on the calendar.

Everybody can make mistakes. Mistakes are made. None of us are not human. But we need to, on whatever we are presenting, make sure we are as accurate as we can be because people look at that and think, y’all are not serious about whatever it is that you are -- the organization that you’re dealing with.

I see so many errors, grammatical errors and things that I think people must think we are just local yokels. I see toys for tots. T-o-y-s for tots. I see you’re welcome, y-o-u-r, your welcome, et cetera.

We really need to step up our game. Thank you.

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

TOMMY DUNN: Thank you, Mr. Harmon.

Moving now to comments from council. Mr. Davis?

JIMMY DAVIS: Mr. Chairman, my microphone is on so I can be properly recorded tonight. We need to watch what we read on Facebook, but it ain’t always true; right? Ronald Reagan once said, great change in America will happen at the dinner table. And I believe that that’s one of the things that America has got to get back to. If we want to see great change, we’ve got to get back to the family unit.

Points well taken. I fully support our Second Amendment. I am a concealed weapons holder. I am a proud member of the NRA, member number 588474. And I believe in my right to be able to buy firearms, hunt with them and do what I need to them. I understand the problem. But being in restrictive regulation is not where this country, this state or this county needs to be. Thank you, Mr. Chair.

TOMMY DUNN: Thank you, Mr. Davis. Mr. Sanders.

BRETT SANDERS: Nothing at this time.

TOMMY DUNN: Thank you. Ms. Floyd.

GRACIE FLOYD: Do you hear me now? Good.

Thank you. I want to talk about the budget transfer.

First of all, they were supposed to be typed; not written. I know I’m the only one up here that had problems reading the handwritten budget transfer from PRT to SP-Pops, six hundred dollars. I couldn’t read
it at all; what it was saying.

Also, we’ve got some more here from sheriff to
sheriff. I don’t bother them too much, though. But
there’s one here that was also written and it’s hard to
understand what it’s saying. It’s supposed to be
typed. And there’s another one here, Ms. Fant, it’s
supposed to be for asphalt and they have two thousand
five hundred dollars. But the total -- I think the
total was two fifty. Instead of writing two thousand
five hundred, they had to go back and write in a zero
on that part. And it was also written. Golly, the
budget transfer from the PRT and the Sports Complex, I
wish you could see it. It was five thousand dollars.

Then they scratched that out and they put three
thousand eight hundred. And then the bottom thing was
five hundred dollars -- one, two -- five thousand
dollars. It’s a mess. It’s a mess.

Also, one of the meetings I attended, the Finance
meeting, there were several errors that was presented
to the committee. And there were -- they wrote reasons
why there were problems in it, but it shouldn’t have
been a problem on it. If we have all those people down
there working in the Finance Department, those errors
should have been caught before it got to the point.

Okay. You missed a Valentine’s Day party. Was
anybody here, anybody here that went there? Okay.
God, you missed it. You really missed it. We had a
good time. We had a real good time. Mr. Burns, you
looked real good in your black pants and your white
shirt acting as a host for it. Seth Ridley, you did a
good job being there. I thank you guys. Anybody else?
Let me know. But believe it, it was good. It was
good. We had a lot of people there. And my senior
sisters were there and we had a good time. You were
there. Did you have fun? You had fun? Yes, yes, we
had fun, too.

When I see errors in the minutes, I don’t bother
with she left the s off of this and supposed to be a
period there. I go for the meat of the thing. And
when I say something is wrong, I only do it so it can
be corrected before the minutes have been voted on.

Because once the minutes has been voted on, that’s it.

So Ms. Fant, it’s not the fact that I was pointing out
that you couldn’t hear other people. All I was doing
was pointing out there is a mistake here, it should be
fixed. And if it’s the fault of these things here,
then that should be fixed, too.

Also, something that was said tonight about
stopping people in trucks and all of that. That’s
profiling. You can’t do that. You have to have a
reason to stop somebody. You can’t just stop a person because, number one, he’s driving a truck or he’s coming down this road. It’s got to be for a reason. And I think I’m right about this. If you’re looking for crackerjacks but you see a box full of guns, then you have to stay with the crackerjacks because that’s what you were going for. Sheriff’s office, am I right? Well, if I’m not right, that’s the way it ought to be.

I have some concerns in today’s things. I don’t -- there’s some questions I need to ask before I vote on it again. Mr. Davis, I have some questions I’d like to talk to you about after -- well, maybe at home.

But all in all, it was a pretty good meeting. Oh, except for one thing. You guys are on Facebook. Some of y’all are on Facebook. Who Facebook? Nobody but me? Oh, nobody else. And not me, I’m not on Facebook. I don’t have time for that. But I wasn’t on Facebook, but somebody called me and read something and sent me a copy of my name saying that I was not signing some paper. I didn’t understand that thing at all. So I made a phone call and found out that there was some sheets going around for somebody to sign in support of gun stuff. All right. Did you get a sheet? Did you sign something? Well, they said I was the only one that did not sign, Brett. We need to find out what they’re doing to you. But they said I was the only one that did not sign; okay? No, I didn’t sign because I didn’t know I was supposed to sign something. I don’t do Facebook.

And about this gun thing, you know, folks, I’m worried about the family that we had to get a boat to get them out of the water. That’s what I’m worried out. I’m worried about those seventy-seven houses that’s got to be torn down or move people out of and then tear them down. That’s what I’m worried about.

I’m not worried about no gun. You see this? That’s a concealed weapon. How do you get one of these? You’ve got to have a gun. I’ve got two. I’ve got two. But it’s not going to save your life; it’s going to save my life. And I’ve got them and I’ll use it. I will use it. But I don’t like people to tell lies. I don’t know who y’all are listening to when you’re reading this stuff. But call me, Gracie Floyd, call me, and I’ll tell you what I’ve got. In fact, you can come 3:00 in the morning and I’ll tell you, too. But don’t play me because anything I do, I can tell you I did it.

Thank you.

TOMMY DUNN: Mr. Graham.
RAY GRAHAM: Thank you, Mr. Chairman.

First and foremost, I do support the Second Amendment.
Definitely was honored listening to the gentleman that come tonight and speak about South Carolina Carry. I have done some research on that group and it definitely seems to be a great group with a strong passion. Definitely looking forward to see what they’re able to do.

Over the past several weeks, we have had some -- just some tremendous bad weather in Anderson County. And a lot of times there are so many -- you know, we rely so much on our county employees, the different divisions, to step up. Normally it’s when everybody else is at home either in bed or taking care of their own families or what not. I don’t mean -- who is Meredith Lake Road; is that yours, Mr. Chairman. I’m not sure whose district it is, but out in the Townville area, but I actually rode out there. It literally was washed away. And those guys basically went in and rebuilt that and got access back to those residents. County employees. I’m sure they worked overtime and worked some long weekends to get that to come to fruition. You know, that’s Roads and Bridges. Sheriff’s Department, EOC, David Baker and his group. I mean they worked tireless hours during these storms that we had. And I definitely want to take this opportunity to commend each and every one of them, each and every one of our employees that stepped up, naturally our department heads, the entire staff. I mean there was just some tireless hours that was put in. And at the end of the day it was to keep the citizens safe and basically bring back to order what was damaged through the storm. We did have some serious wind and rain over the past several weeks and just want to commend each and every one of those guys and let them know that we do notice and we do appreciate all their work. Thank you, Mr. Chairman.

TOMMY DUNN: Thank you, Mr. Graham.

CRAIG WOOTEN: Yes. I’d like to thank Mr. Jones for speaking earlier. I saw Mr. Jolly in the back. I don’t know if Mr. Lanier is here. But I know Mr. Shirley was here. I have found that these individuals that I’ve been able to speak with and attend their meetings over the last month have focused a lot on education. They’ve been very articulate in their message. And I find it encouraging that regardless of what your position is on an issue that people will rally together, come to a county council meetings and petition their government for change and/or -- not even change but almost sort of a reaffirmation of belief.
So I know that some of these items can be polarizing, but to say that I support the Second Amendment by no means deems that I want guns in violent people’s hands or I want people hurt. Actually I feel safer that some people do have guns because I know there are situations where they’re protecting people. So I hope as this conversation continues we don’t let the national media polarize us, but we actually allow ourselves to have legitimate conversation on it. And I think that’s key to any democracy or republic, as you’d have it, but more so in the local community. So I do appreciate those opinions being brought forth and I do appreciate the people who have spoken on it. Thank you, Mr. Chairman.

TOMMY DUNN: Thank you, Mr. Wooten.

CINDY WILSON: Thank you, Mr. Chairman.

Sadly the most dangerous cities for gun violence in our nation have also the strictest gun control laws. And that evil creature, Dylann Roof, should never have been allowed to have a gun. He had a violation that the FBI failed to pick up on. That is horrific. He was treated with kindness and hospitality by those saintly people. That’s horrible.

Anyway, we had a meeting over in the Cheddar Community this past week, and thank you to our county and all who attended. There’s still serious issues over in that community. We have the landfill, sewer lines, pipelines, ethanol facility all clustered in one area. Unfortunately Kinder-Morgan which is a national company, which was welcomed to this county, failed to engage with our county to form emergency contact protocols during their purchase of the ethanol facility. Then low and behold, they’ve had two terrible pipe burst for fuel in the Belton and Honea Path -- excuse me -- the Belton and Cheddar areas. One was a big geyserer that went out and was tended to. The other was almost half a million gallons spilled into the community over there that was not picked up by the company but by citizens going by.

We’re five years into the clean-up. DHEC has done some good over there. But unfortunately there’s nowhere near the collection of the fuel out of the ground that needs to be done. They’ve collected about two hundred and twenty thousand gallons. It’s now gone into the bedrock. It’s gotten into the creek. I would hopefully have a measure for our council to respectfully request DHEC at some point in the near future to require the company to punch wells into the bedrock and pump the fuel out. Their biosparging and
other measures are not being as effective as it should. After five years the people living downstream and in the area deserve better.

Another quick comment. In looking at the transfers, I thought that any of the transfers that were more than ten thousand required council approval and I would hope that we weigh in, in the future. Thank you.

TOMMY DUNN: Thank you, Ms. Wilson.

Couple of quick things brought to our attention tonight, quickly on a couple of things. One is the clock. The clock we go by, that one sitting back there on the wall, it was one minute past when I started the meeting. That’s the clock I go by. It’s fair. Everybody can see that.

And on the minutes Ms. Floyd was talking out, the first one was the one in January and the other one was in February. That’s when I called them out. That’s one we was talking about; that’s the one we voted on.

Thirdly, I want to thank Mr. Burns, you and your team, everybody, everybody that works for county government just about plays a part in these storms and works on these delays. Appreciate them and what they do. I seen them out working again yesterday. Sewer Department was running ragged trying to pump out some lines and everything over this torrential downpour and really taxing our employees, but want to appreciate them.

One last thing I want to say is on this -- I’m a firm believer in the Second Amendment. But also, since I’ve been on council, I don’t think there’s been nothing more misunderstood in a short period of time what this thing went around. My phone blew up the other night. I even got a text coming in to the thing tonight and people not understanding what this thing is about and what we’re talking about and it got all -- one group thought it was doing sanctuary cities for illegal immigrants. Then it got we’re going to take people’s guns away. Went the right opposite. County council couldn’t do that if we wanted to. This is a feel-good thing. We’ve got a Second Amendment. Somebody told me the other day, Mr. Driver made the comment -- me and him don’t agree on a lot of things, but he made the comment about what we’re talking about, you’ve got a Second Amendment.

I fully expect, as Mr. Wooten has been involved with several groups and talking about it, I think this group’s got one opinion, this other group’s got an opinion. Our thing, the way our government does, council will come up with something hopefully be a
resolution. Mr. Harmon will be the one that writes it. He has to oversee us in our county ordinances that way and he keeps us out of trouble, not to let us get in trouble. But there’s certain things -- nobody on Anderson County Council, nobody, is trying to take nobody’s guns, but there will be, I think in the near future, hope we can get something by next meeting night, a resolution to get it out where everybody can look at it, see it; very plain, very simple spoken so everybody can understand about what you call it. I appreciate everyone here tonight and I hope we keep having big turnouts. Thank y’all very much.

(MEETING ADJOURNED AT 8:03 P.M.)
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 CHENEY MILL OWNER LLC OR ASSIGNS, 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, CHENEY MILL OWNER LLC, a South Carolina limited liability company, or assigns, ("Company"), is planning an investment consisting of the expenditure of approximately $15,000,000. ("Investment") to purchase certain land, and rehabilitate buildings, and to purchase furnishings, fixtures, and equipment for the purpose of establishing a multi-family residential project 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 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.

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 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

First Reading: December 3, 2019
Second Reading: December 17, 2019
Third Reading: March 3, 2020
Public Hearing: March 3, 2020
EXHIBIT A

Infrastructure Credit Agreement
INFRASTRUCTURE CREDIT AGREEMENT

by and between

ANDERSON COUNTY, SOUTH CAROLINA

and

CHENEY MILL OWNER LLC or ASSIGNS

Effective as of: ______________, 2020
INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of __________, 2020 ("Agreement"), is by and between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina ("County"), and Cheney Mill OWNER LLC, a Georgia limited liability company or its Assigns, Transferees or Successors in interest ("Company" together with the County, "Parties," each, a "Party").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council ("County Council") is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) develop a multi-county industrial park with counties having contiguous borders with the County; and (ii) include within the boundaries of the multi-county industrial park the property of qualifying companies which inclusion under the terms of the Act (A) makes such property exempt from ad valorem property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes in an amount equal to the ad valorem taxes that would have been due and payable but for the location of the property in such multi-county industrial park ("Fee Payments")

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits to a company against the company's Fee Payments generated from the company's property located in a multi-county park ("Infrastructure Credit") to reimburse the company for its expenditures in paying the cost of designing, acquiring, constructing, improving, rehabilitating or expanding (i) infrastructure serving the company's project in the County and (ii) improved and unimproved real estate and personal property used in the operation of and income generating facility or property in order to enhance the economic development of the County ("Infrastructure");

WHEREAS, pursuant to the authority provided in the Act, the County, pursuant to Anderson County Ordinance No. 2010-026, has previously developed with Greenville County, South Carolina a Multi-County Industrial Park ("Park"). That Agreement was entered into between Greenville County and Anderson County as of December 1, 2010.

WHEREAS, the Company has agreed to rehabilitate and renovate an existing textile facility within the County (the "Project") on property more particularly described on Exhibit A ("Property"), resulting in capital investments in taxable real property at the Project of approximately $15,000,000;

WHEREAS, pursuant to the County's Ordinance, the County authorized the expansion of the boundaries of the Park to include the Property and other real property relating to the Project in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorizes the execution and delivery of this Agreement and agrees to provide Infrastructure Credits for a period of 20 years against the company's Fee Payments on the Project for the purpose of reimbursing the Company
for its expenditures on rehabilitating the Infrastructure, to include the improved and unimproved real estate within the Park, and in consideration of the economic activity and jobs creation within the County subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I
REPRESENTATIONS

SECTION 1.01. 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;

(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 approved this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;

(d) The County has approved the inclusion of the Project and the Property in the Park; and

(e) Based on representations made by the Company to the County, the County has determined the Project will provide significant economic benefits to the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

SECTION 1.02. Representations by the Company. The Company represents to the County as follows:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing, under the laws of the State of South Carolina, has power to enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it; and

(b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project.
ARTICLE II
INFRASTRUCTURE CREDITS

SECTION 2.01. Investment Commitment. The Company shall invest approximately $15,000,000 in taxable real property rehabilitation and construction at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2022 ("Initial Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. Notwithstanding the provisions of Section 2.02(a) hereof, if the Company fails to achieve and certify the Investment Commitment by the Initial Certification Date, the annual Net Fee Payment beginning in January 2024 shall be $15,000. If the Company has not certified to the County that the Company has met the Investment Commitment by December 31, 2026, the annual Net Fee Payment for the remainder of the term of this Agreement shall be $90,000. If the Company has not certified to the County that the Company has met the Investment Commitment by December 31, 2026, the County may also elect to terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

SECTION 2.02. Infrastructure Credits.

(a) commencing with the first Fee Payment due on the Project, which is expected to be January, 2021, and ending with the Fee Payment due 20 years following the first Fee Payment, which is expected to be January, 2040 ("Credit Term"), the County shall provide an annual Infrastructure Credit against the company's annual Fee Payments with respect to the Project. This Infrastructure Credit shall be such that the Company's annual Net Fee Payments to the county shall not exceed:

<table>
<thead>
<tr>
<th>Tax Years</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5</td>
<td>$5,000</td>
</tr>
<tr>
<td>6-10</td>
<td>$15,000</td>
</tr>
<tr>
<td>11-15</td>
<td>$30,000</td>
</tr>
<tr>
<td>16-20</td>
<td>$90,000</td>
</tr>
</tbody>
</table>

(b) For each year of the Credit Term, the County shall prepare and issue the Company's annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.02(a) ("Net Fee Payment"). Following receipt of the bill, the company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PAYABLE BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY FROM THE COMPANY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NOT
CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF EITHER THE FULL FAITH, CREDIT, AND TAXING POWER OF NEITHER THE COUNTY NOR ANY MUNICIPALITY ARE PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments received from the Company. The County shall not be required to provide the Infrastructure Credits except with respect to the Fee Payments received from the Company.

SECTION 2.03 [Reserved.]

SECTION 2.04. Allocation of Credit

(a) The Infrastructure Credit is deemed to reimburse the Company first for any Infrastructure expenditures related to real property necessary to serve the Project, thereby avoiding the application of the recapture provisions in Section 4-29-68(A)(2)(ii)(a) of the Code.

(b) If the Infrastructure Credit is used as a reimbursement for expenditures related to personal property and the Company removes or disposes of personal property from the Project, then, pursuant to the Act, as applicable, the Company is required to continue to pay the Fee Payment due on the removed personal property for the two property tax years following the years in which the Company removes the personal property from the Project. The amount of the Fee Payment due on the removed personal property under this section is equal to the Fee Payment due on the removed personal property for the property tax year in which the Company removes or disposes of the personal property. If the Company replaces the removed property with qualifying replacement property, as defined in the Act, then the removed personal property is deemed not to have been removed from the Project.

SECTION 2.05. Filings. To assist the County in administering the Infrastructure Credits, the Company, shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 or comparable forms for the property comprising the Project.

SECTION 2.06. Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

ARTICLE III
DEFAULTS AND REMEDIES
SECTION 3.01. Events of Default. If any Party fails duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such Party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of 30 days after written notice by the other Party specifying the failure and requesting that it be remedied and which notice is given to the defaulting party by first-class mail, then such Party is in default under this Agreement ("Event of Default").

SECTION 3.02. Legal Proceedings by Company and County. On the happening of any Event of Default by a Party, then and in every such case the other Party, in its discretion may:

(1) terminate this Agreement;

(2) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting Party to perform its duties under the Act and this Agreement;

(3) bring suit upon this Agreement;

(4) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law; or

(5) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 3.03. Remedies not Exclusive. No remedy in this Agreement conferred upon or reserved either to the Company or County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or not or hereafter existing at law or in equity or by statute.

SECTION 3.04. Nonwaiver. No delay or omission of the Company or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or any acquiescence therein; and every power and remedy given by this Article III to the Company or County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV
MISCELLANEOUS

SECTION 4.01. Examination of Records; Confidentiality.

(a) The Company agrees that the County and its authorized agents shall have the right at all reasonable times and on prior reasonable notice to enter and examine the Project and to have access to and examine all the Company's books and records pertaining to the Project. The Company may prescribe reasonable and necessary terms and conditions of the County's right to examination and inspection of the Project and the Company's books and records pertaining to the
Project. The terms and conditions of the Company may include those necessary to protect the Company's confidentiality and proprietary rights.

(b) The County, and County Council, acknowledge and understand that the Company may have and maintain at the Project certain confidential and proprietary information, including but not limited to financial, sales or other information concerning the Company's operations ("Confidential Information") and that any disclosure of the Confidential Information would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, except as required by law, the County, and County Council, agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representative. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose the Confidential Information to any person other than in accordance with the terms of this Agreement.

SECTION 4.02. Successors and Assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of the Parties shall bind or inure to the benefit of the successors of the Parties from time to time and any officer, board, commission, agency, entity or instrumentality to whom or to which any power or duty of either party shall be transferred.

SECTION 4.03. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 4.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 4.05. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement is liable personally on the Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 4.06. Indemnification Covenant.

(a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party" harmless against and from all claims by or on behalf of any person arising from the County's
execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. If such a claim is made against any Indemnified Party, then subject to the provisions of (b) below, the Company shall defend the Indemnified Party in any action or proceeding.

(b) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (ii) resulting from that Indemnified Party's own gross negligence, bad faith, fraud, deceit, or willful misconduct.

(c) An Indemnified Party may not avail itself of the indemnification provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(d) Following his notice, the Company shall resist or defend against any claim or demand, action or proceeding, at its expense, using counsel of its choice. The Company is entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

SECTION 4.07. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County

Anderson County, South Carolina
Attn: Director of Economic Development
Mr. Burriss Nelson
126 N. Duffie Street
Anderson, South Carolina 29621

with a copy to

(does not constitute notice):

Mr. Leon Harmon, Esq.
Anderson County Attorney
P.O. Box 8002
Anderson County, South Carolina 29622
(b) if to the Company:
Camden Partners Inc.
Cheney Mill Owner LLC
Attn: John Gumpert
1465 Northside Drive, N.W., Suite 220
Atlanta, Georgia 30318

with a copy to
Rogers Lewis Jackson Mann & Quinn
Attn: Robert B. Lewis
1901 Main Street, Suite 1200
Post Office Box 11803
Columbia, South Carolina 29211

The County and the Company, may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 4.08. Administrative Fees.

(a) The Company shall reimburse the County for reasonable expenses, including, reasonable attorneys' fees, related to (i) review and negotiation of this Agreement, (ii) review and negotiation of any other documents related to the Project, or (iii) the Project, in an amount not to exceed $5,000.

SECTION 4.09. Merger. This Agreement constitute the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 4.10. Agreement to Sign Other Documents. The County agrees that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of South Carolina.

SECTION 4.11. Agreement's Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that 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 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement.

SECTION 4.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 4.14. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 4.15. Waiver. Either Party may waive compliance by the other 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 Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

[TWO SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be hereunto affixed and attested, effective the day and year first above written.

FOR ANDERSON COUNTY:

__________________________
Tommy Dunn, Chairman
Anderson County Council

(SEAL)
ATTEST:

__________________________
Lacey Croegaert
Anderson County Clerk to Council

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, CHENEY MILL OWNER LLC, has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

CHENEY MILL OWNER LLC

By: __________________________________________
Name: _________________________________________
Its: ___________________________________________
EXHIBIT A
DESCRIPTION OF PROPERTY

TMS No. 040-14-02-021-000

250 South Depot Street
Pendleton, South Carolina
Anderson County
Ordinance #2020-001

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 23.66 acres from R-20 (Single-Family Residential) to R-A (Residential-Agricultural) on a portion of land, identified at 150 Burns Bridge Circle in the Mount Tabor Precinct shown in Deed Book 20P page 00488. The parcel is further identified as TMS #043-00-08-028.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to R-A for +/- 23.66 acres of TMS #043-00-08-028 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on January 14th, 2020, during which it reviewed the proposed rezoning from R-20 to R-A +/- 23.66 acres of TMS #043-00-08-028 described above, and recommended approval; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on February 18th, 2020, regarding said amendment of the Anderson County Official Zoning Map:
NOW, THEREFORE, be it ordained by Anderson County Council, in meeting duly assembled, that:

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.

2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from R-20 to R-A +/- 23.66 acres of TMS #043-00-08-028 described above.

3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
ATTEST: Ordinance 2020-001

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: February 4, 2020
2nd Reading: February 18, 2020
3rd Reading: March 3, 2020
Public Hearing: February 18, 2020
Hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the practice of land surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein.

CLEMSON ENGINEERING SERVICES

ACREAGE: 23.05 ACRE

DATE: SEPTEMBER 12, 2018

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON
TOWNSHIP OF PENDLETON
ON BURNS BRIDGE CIR. & OWENS CIR.

PLAT PREPARED FOR

WALTER S. OWENS

AREA WAS CALCULATED
BY THE DOD METHOD

PROPERTY SUBJECTED TO ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, OR RESTRICTIONS OF RECORD

PREPARED BY: JOHN H. McCARTY, L.S.
PHONE: 864-534-2873
Rezoning Request
150 Burns Bridge Circle
R-20 to R-A
Rezoning Request
150 Burns Bridge Circle
R-20 to R-A
Rezoning Request
150 Burns Bridge Circle
R-20 to R-A
Rezoning Request
150 Burns Bridge Circle
R-20 to R-A
ORDINANCE NO. 2020-002

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE PURCHASE AGREEMENT IN AN AMOUNT NOT EXCEEDING $2,200,000 RELATING TO THE LEASING AND PURCHASING OF SOFTWARE, THE EXECUTION OF NECESSARY DOCUMENTS AND CLOSING PAPERS, AND OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the “County”) is a body corporate and politic and a political subdivision of the State of South Carolina, and as such possesses all general powers granted to counties;

WHEREAS, the County is authorized to acquire and lease property by means of lease-purchase arrangements and such arrangements do not constitute debt within the meaning of the limitation set forth at Article X, Section 14, paragraph (7)(a) of the Constitution of the State of South Carolina, 1895, as amended, and shall constitute only a current expense of the County in each fiscal year;

WHEREAS, lease-purchase arrangements excluding real property and improvements and fixtures thereon do not constitute “financing agreements” for the purposes of Section 11-27-110 of the Code of Laws of South Carolina 1976, as amended, such that the amount financed would be taken into account for the purposes of determining the legality of the transaction and the amount financed;

WHEREAS, the County Council of Anderson County, the governing body of the County (the “County Council”), has determined that the need exists at the present time to acquire, or acquire the use of, software and equipment, all as set forth at Exhibit A attached hereto (collectively, the “Equipment”). The total cost of the Equipment is estimated to be approximately $2,676,600, of which the County anticipates financing a portion thereof, which together with costs of issuance shall not exceed $2,200,000;

WHEREAS, the Equipment is essential to the operations of the County;

WHEREAS, the Equipment, or the right to use the Equipment, shall be acquired by and titled (if applicable) in the name of the County;

WHEREAS, the County Council has determined that it would be in the best interests of the County to acquire, or acquire the use of, the Equipment pursuant to a lease-purchase financing; and

WHEREAS, the financing of the Equipment shall be in an amount not to exceed $2,200,000.

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:
Section 1  Authorization for Lease Purchase Financing, Ratification of Prior Action

The County hereby determines to finance the acquisition of the Equipment, or the use thereof, through and pursuant to the terms of a lease purchase arrangement (the “Financing”) in accordance with the terms and conditions of this ordinance (this “Ordinance”). The County hereby ratifies and approves the actions previously taken by the County Administrator of the County (the “County Administrator”) and the Central Administrative Services Director/Purchasing Manager of the County to seek bids for the Financing from financial institutions and award the Financing, on a preliminary basis, to the lessor offering the most advantageous terms to the County in the discretion of the County Administrator (the “Approved Lender”). County Council hereby approves ________________, as the Approved Lender. Should the presently contemplated Approved Lender and the County be unable to reach acceptable terms for the Financing, the County Administrator is directed to initiate negotiations and consummate the Financing with any other lessor that responded to RFP# 20-036 without the necessity of further action or authorization by County Council, and deem such lessor the Approved Lender.

Section 2  Certain Delegations to the County Administrator

The County Council hereby delegates to the County Administrator the authority to determine: (a) whether to separate the Financing into multiple transactions, (b) whether to undertake any portion of the Financing on a tax-exempt basis, (c) the amount of the Financing, including any costs of issuance associated therewith, not to exceed $2,200,000 in the aggregate (the “Lease Amount”), (d) the final Lease Amount, term, closing date, and other material terms for the Financing not inconsistent with this Ordinance, (e) whether to covenant to include all Lease Payments (as defined below) due in a subject fiscal year in the corresponding proposed annual budget of the County for first reading, (f) whether to covenant to provide notice to the Approved Lender in a timely manner in the event County Council determines not to include all amounts due and owing on the Lease Amount (the “Lease Payments”) in the budget for a subject fiscal year, (g) under what terms to authorize the possession or transfer of the Equipment to the Approved Lender and to memorialize such terms in the Financing Documents (as defined below), and (h) under what circumstances to allow an assignment from the Approved Lender to a successor institution, provided that in no event shall such assignment result in increased Lease Payments.

Section 3  Execution and Implementation of Financing Documents

All financing contracts and all related documents for the closing of the Financing (the “Financing Documents”) shall be consistent with the terms provided herein. Without further authorization, the County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Financing Documents to the Approved Lender in the name of and on behalf of the County. The County Administrator is hereby directed and authorized to hold executed copies of the Financing Documents until the conditions for delivery of the Financing Documents have been completed to his satisfaction. The Financing Documents shall be in such final form as the County Administrator shall approve, with the County Administrator’s release of any Financing Document for delivery constituting conclusive evidence of such officer’s final approval of the final form of any of the Financing Documents.

The Chairman of County Council, the Central Administrative Services Director/Purchasing Manager of the County, the Finance Manager of the County, and the Clerk to County Council are
severally authorized execute, acknowledge, and deliver such documents, and to take all such further action, as the County Administrator may consider necessary or desirable, upon advice of counsel, to carry out the Financing as contemplated by the provisions of this Ordinance. The Clerk to County Council is authorized to affix the seal of the County to any of the Financing Documents and attest thereto.

Section 4 Current Expense of the County, Subject to Non-Appropriation

Lease Payments shall be payable from an appropriation for each fiscal year and shall constitute a current expense of the County. Lease Payments required under the Financing Documents shall be and are subject to the availability and appropriation of funds in subsequent fiscal years. The Financing Documents shall include a statement to this effect.

Section 5 Tax Covenants

For any portion of the Financing which the County Administrator determines to undertake on a federally tax-exempt basis, the County Administrator may covenant on behalf of the County that the County shall not take or omit to take any action the taking or omission of which shall cause its interest payments on the Financing to be includable in the gross income for federal tax purposes of the registered owners of the Financing.

Section 6 Costs and Expenses

The County understands that certain costs of issuance are associated with the Financing and the County agrees that all such costs will be timely paid upon the closing of the Financing Documents and may be included in the Lease Amount.

Section 7 General Repealer; Severability

All prior actions of County officers in furtherance of the purposes of this Ordinance are hereby ratified, approved and confirmed. All resolutions or ordinances (or parts thereof) in conflict with this Ordinance are hereby repealed, to the extent of the conflict. To the extent any portion of this Ordinance is declared to be invalid or unenforceable by a court of competent jurisdiction, such invalid or unenforceable portions are hereby declared to be severable and the remaining portions shall continue in full force and effect.

Section 8 Effective Date

This Ordinance shall become effective immediately upon third reading by County Council.
ORDAINED in meeting duly assembled this 3rd day of March, 2020.

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: February 4, 2020
Second Reading: February 18, 2020
Third Reading: March 3, 2020
Public Hearing: March 3, 2020
## EXHIBIT A

### Project Description

<table>
<thead>
<tr>
<th>Department</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety</td>
<td>Software for CAD, Civil Records, Mapping, etc.</td>
<td>$1,206,019</td>
</tr>
<tr>
<td>Public Administration</td>
<td>Software for accounting, payroll and purchasing</td>
<td>$892,086</td>
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<tr>
<td></td>
<td></td>
<td><strong>$2,098,104</strong></td>
</tr>
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</table>
ORDINANCE NO. 2020-003

AN ORDINANCE TO AMEND SECTION 42-116 OF THE ANDERSON COUNTY, SOUTH CAROLINA CODE OF ORDINANCES SO AS TO AMEND THE DEFINITION OF MALTREATMENT AS THAT TERM APPLIES TO ANY ANIMAL OR PET; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Section 42-116 of the Anderson County, South Carolina Code of Ordinances contains a definition of maltreatment of any animal or pet;

WHEREAS, the definition of maltreatment overlaps with the substantive provision regarding ill-treatment of animals contained in Section 47-1-40 of the Code of Laws of South Carolina;

WHEREAS, the overlap of maltreatment in the County Code with ill-treatment has resulted in enforcement issues; and

WHEREAS, the Anderson County Council desires to amend the definition of maltreatment so as to eliminate the issues related to the enforcement of maltreatment of animals and pets.

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

1. Section 42-116 of the Code of Ordinances, Anderson County South Carolina is hereby amended such that the definition of maltreatment of animals or pets reads as follows:

Maltreatment. Maltreatment of any animal or pet shall consist of:

(1) Confining any animal or pet and failing to supply sufficient quantities of wholesome food and water, or keeping any animal or pet in any enclosure without the means for wholesome exercise and change of air, or abandoning to die any animal or pet.

(2) Failure to maintain a clean and sanitary condition, free from extreme and unreasonably objectionable odor, any and all structures, pens, yards and areas adjacent thereto wherein an animal or pet is kept.
(3) Failing to provide bedding and shelter, adequate in any given situation, to provide protection from the elements necessary to prevent death or suffering, for any animal or pet kept outdoors or in an unheated enclosure.

(4) Failing to provide necessary sustenance and shelter, veterinary care when needed to prevent suffering, and humane care and treatment.

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 3rd day of March, 2020.

ATTEST: FOR ANDERSON COUNTY:

______________________________ ________________________________
Rusty Burns Tommy Dunn, Chairman
Anderson County Administrator Anderson County Council

______________________________
Lacey A. Croegaert 1st Reading: February 4, 2020
Clerk to Council 2nd Reading: February 28, 2020

APPROVED AS TO FORM:

______________________________
Leon C. Harmon 3rd Reading: March 3, 2020
Anderson County Attorney Public Hearing: March 3, 2020

Ordinance 2020-003
ORDINANCE NO. 2020-004

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE VERMEER MANUFACTURING, DOING BUSINESS AS VERMEER CORPORATION, AND OTHER MATTERS RELATED THERETO.

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

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

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

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

DONE in meeting duly assembled this 3rd day of March, 2020.

(SEAL)

ATTEST: FOR ANDERSON COUNTY:

Rusty Burns Tommy Dunn, Chairman,
Anderson County Administrator Anderson County Council

Lacey Croegaert
Anderson County Clerk to Council

FORM APPROVED BY:

Leon C. Harmon
Anderson County Attorney

First Reading: February 4, 2020
Second Reading: February 18, 2020
Third Reading: March 3, 2020
Public Hearing: March 3, 2020
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

Vermeer Manufacturing Company, doing business as Vermeer Corporation (Project Yellow)

ALL that certain piece, parcel or tract of land containing 42.80 acres, more or less, with all improvements thereon, situate, lying and being in Grove Township, Greenville County, State of South Carolina, and lying on the East side of U.S. Highway No. 25 (Augusta Road) near the Community of Moonville, and being known and designated as Tract No. 5 on plat of property of Hattie J. Charles Estate made by W. J. Riddle, Surveyor, on the 13th day of January, 1943 and recorded in the Greenville County Register of Deeds Office in Plat Book K at Page 145.

TMS No.: 0602020101700
STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify (i) that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of February 4, 2020, February 18, 2020 and March 3, 2020, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council; and (ii) the public hearing for the attached ordinance was conducted by County Council at the County Council meeting of March 3, 2020.

______________________________
Clerk, Anderson County Council

Dated: _____________, 2020
ORDINANCE NO. 2020-005

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND [PROJECT ROBO], WITH RESPECT TO SPECIAL SOURCE REVENUE CREDITS TO BE APPLIED AGAINST FEE IN LIEU OF TAX PAYMENTS RELATED TO CERTAIN INVESTMENTS IN THE COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the “County”) is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the “Multi-County Park Act”), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Section 4-1-175 of the Multi-County Park Act to provide special source revenue credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in property, including infrastructure, improved and unimproved real estate and certain personal property consisting of machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended (“Infrastructure”); and

WHEREAS, the County Council of Anderson County (“County Council”) has agreed to assist [Project Robo], a _______ ____________ company (the “Company”), in the establishment by the Company of one or more distribution/manufacturing facilities in the County (the “Project”) by (i) maintaining the Company in a joint county industrial and business park established by the County with an adjoining South Carolina county pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act (a “Park”) and (ii) pursuant to the Section 4-1-175 of the Multi-County Park Act, providing for certain special source revenue credits against payments in lieu of taxes by the Company from and with respect to the Project in qualified Infrastructure used in the establishment and operation of the Project; and

WHEREAS, the Company has represented that its combined aggregate investment in the Project is expected to be $1,725,000, and that it will create twenty-one (21) new, full-time jobs at the Project; and

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, the County has previously entered into or will enter into an agreement with an adjoining South Carolina county adding the Project to a Park, and pursuant to such agreement, the Company will be obligated to make or cause to be made payments
in lieu of taxes in the total amount equivalent to the ad valorem property taxes that would have
been due and payable but for the location of the Project within the Park; and

WHEREAS, the County Council has agreed, pursuant to Section 4-1-175 of the Multi-
County Park Act, to provide special source revenue credit financing of the Infrastructure with
respect to the Project by providing an annual forty-two (42%) percent base credit to the Company
against payments in lieu of taxes for the Project in the Park (the “FILOT Payments”) for a period
of thirty (30) consecutive years beginning the year following the first year which any portion of the
Project is first placed in service and running through the 30th year after the first year which any
portion of the Project is first placed in service; and the County Council has further agreed to
provide additional special source revenue credit financing of the Infrastructure with respect to the
Project by providing a seventy (70%) percent additional credit to the Company against the FILOT
Payments for a period of five (5) consecutive years, and thereafter, by providing a sixty (60%) percent
additional credit to the Company against the FILOT Payments for a period of ten (10) consecutive years, all as set forth more fully in the Special Source Revenue Credit Agreement
between the County and the Company presented to this meeting (the “SSRC Agreement”); and

WHEREAS, the County has determined and found, on the basis of representations of the
Company, that the Project is anticipated to benefit the general public welfare of the County by
providing services, employment, recreation or other public benefits not otherwise provided locally;
and, that the Project gives rise to no pecuniary liability of the County or any incorporated
municipality or a charge against the general credit or taxing power of either; that the purposes to be
accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax
base of the County, are proper governmental and public purposes;

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

NOW, THEREFORE, BE IT ORDAINED, by the County Council of Anderson County,
in meeting duly assembled, as follows:

Section 1. The County Administrator, for and on behalf of the County, is hereby
authorized to execute and deliver the SSRC Agreement, in substantially the form attached hereto, or
with such minor changes as are not materially adverse to the County and as such official shall
determine and as are not inconsistent with the matters contained herein, his execution thereof to
constitute conclusive evidence of his approval of any and all changes or revisions therein from the
form of the SSRC Agreement now before this meeting, and is directed to do anything otherwise
necessary to effect the execution and delivery of the SSRC Agreement and the performance of all
obligations of the County under and pursuant to the SSRC Agreement.

Section 2. The provisions of this ordinance are hereby declared to be separable and if
any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction
to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the
sections, phrases and provisions hereunder.
Section 3. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this __ of ________, 2020.

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey Croegaert
Anderson County Clerk to Council

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
Anderson County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: February 18, 2020
Second Reading: ____________
Third Reading: ____________
Public Hearing: ____________
STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of February 18, 2020, __________, 2020 and __________, 2020, 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: _____________, 2020
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA,

and

[PROJECT ROBO]
a __________________ company

Dated as of ______, 2020
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of ______, 2020 (the "Agreement"), between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and [PROJECT ROBO] a __________ company organized and existing under the laws of the State of ________ (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the "Infrastructure Credit Act"), to provide special source revenue credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "Infrastructure"); and

WHEREAS, the Company will operate the Project (as defined below) on the land in the County described in Exhibit A hereto, owned by the Company (the "Land"); and

WHEREAS, the Company has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more distribution/manufacturing facilities in the County (the "Project"), which will result in an expected aggregate investment of $1,725,000 all by December 31 of the fifth (5th) year after the year in which any portion of the Project is first placed in service (the "Investment Period"); and the Company has also represented that it intends to create twenty-one (21) new, full-time jobs at the Project by the end of the Investment Period; and

WHEREAS, the County and Greenville County have established a joint county industrial and business park (the "Park") by entering into an Agreement for Development for Joint County Industrial/Business Park (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the “Multi-County Park Act”), as amended, and will designate the Land as being included within the Park, and the County desires to cause the Park to continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the ad valorem property taxes, or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 4, Chapter 29 thereof (the “FILOT Act”), that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the payments in lieu of taxes to be made by the Company as a result of its investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

NPCOL1:7793739.3
Ordinance 2020-005
WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on __________, 2020, following conducting a public hearing on __________, 2020;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa.

"Additional Infrastructure Credits" shall mean seventy percent (70%) of the annual Fee Payments due for five (5) consecutive years, calculated and applied after payment of the amount due the non-host county under the Park Agreement and after deduction of the Base Infrastructure Credits; and thereafter, sixty percent (60%) of the annual Fee Payments due for ten (10) consecutive years, calculated and applied after payment of the amount due the non-host county under the Park Agreement and after deduction of the Base Infrastructure Credits.

"Affiliate of the Company" shall mean each of the Persons that directly or indirectly, through one or more intermediaries, owns or controls, or is controlled by or under common control with, the Company. For the purpose of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Base Infrastructure Credits" shall mean forty-two percent (42%) of the annual Fee Payments due for thirty (30) consecutive years, calculated and applied after payment of the amount due the non-host county under the Park Agreement.

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

"Company" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"Cost of the Infrastructure" shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the
Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

"County" shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"Fee Payments" shall mean the payments in lieu of taxes made by the Company with respect to the Project by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

"FILOT Act" shall mean Title 4, Section 29, of the Code.

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

"Infrastructure Credit Act" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"Infrastructure Credits" shall be the collective definition of the terms Additional Infrastructure Credits and Base Infrastructure Credits.

"Investment Period" shall mean the period commencing on January 1 of the year after the first year in which the Project is first placed into service and ending on December 31 of the fifth year after the first year in which the Project is first placed into service.

"Investment Target" shall mean the investment by the Company of at least $1,725,000 in the Project.

"Jobs Creation Minimum Requirement" shall mean the creation of at least twenty-one (21) new, full-time, jobs at the Project with an average pay of $37.73 per hour.

"Land" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"Multi-County Park Act" shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

"Ordinance" shall mean the ordinance enacted by the County Council on ________, 2020, authorizing the execution and delivery of this Agreement.

"Park Agreement" shall mean the Agreement for Development for Joint County Industrial/Business Park dated as of December 1, 2010 between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time or such other agreement as the County may enter with respect to the Project to offer the benefits of the Infrastructure Credit Act to the Company hereunder.

"Park" shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project.
"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

"Project" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Infrastructure Credits to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a company duly organized, validly existing, and in good standing under the laws of the State of ______ and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.
(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to cause the Investment Target and Jobs Creation Minimum Requirement to be achieved during the Investment Period.

(d) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(e) The Company agrees to reimburse the County for all reasonable expenses, including attorney’s fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions.

(f) The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company’s compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02(c) hereof. The Company may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) In the event of the termination of the Park Agreement prior to December 31, 2035, the County agrees to use its best reasonable efforts to cause the Project, at the Company’s expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning
of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Base Infrastructure Credits; Additional Infrastructure Credits.

(a) In order to reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before the January 15th immediately following the year immediately following the first year in which any portion of the Project is first placed in service, the County shall provide to the Company Base Infrastructure Credits for a period of thirty (30) consecutive years in an amount equal to forty-two percent (42%) of that portion of Fee Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period) calculated and applied after payment of the amount due the non-host county under the Park Agreement.

(b) In addition to the Base Infrastructure Credits, the County shall also provide Additional Infrastructure Credits against the Company’s Fee Payments for a period of five (5) consecutive years in an amount equal to seventy percent (70%) of that portion of Fee Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the Park Agreement and after deduction of the Base Infrastructure Credits; and thereafter, the County shall provide Additional Infrastructure Credits for a period of ten (10) consecutive years in an amount equal to sixty percent (60%) of that portion of Fee Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the Park Agreement and after deduction of the Base Infrastructure Credits.

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

(d) In no event shall the aggregate amount of all Infrastructure Credits claimed by the Company exceed the amount expended by it collectively with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B. Further, any amount of reimbursement of the Company for Infrastructure expenditure by way of an Infrastructure Credit may not be duplicated through an infrastructure credit to the Company for the same expenditure.

(e) In the event the Company fails to meet either the Investment Target or the Jobs Creation Minimum Requirement by the end of the fifth (5th) year after the Project is placed in service, the Base
Infrastructure Credits shall continue for the remainder of the thirty (30) year term, but the Additional Infrastructure Credits of sixty percent (60%) will terminate.

(f) In the event the Company meets the Investment Target and the Jobs Creation Minimum Requirement by the end of the sixth (6th) year after the Project is placed in service, the Additional Infrastructure Credits of sixty percent (60%) shall apply to the Project for the remainder of the 10-year period and the Base Infrastructure Credits shall continue for the remainder of the thirty (30) year term, but no lost Infrastructure Credits, if any, may be captured by the Company.

(g) As provided in Section 4-29-68 of the Code, to the extent any Infrastructure Credit is used as a payment for personal property, including machinery and equipment, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(h) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREBUNDER 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 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 A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(i) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT;
TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.
SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that the Company will give notice of any transfer by the Company of any of its interest in this Agreement to an Affiliate of the Company, but such transfer may be done without the County’s consent. A transfer to any other Person who is not an Affiliate of the Company shall require the prior written consent of the County or the subsequent ratification by the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County’s obligations to provide Infrastructure Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Infrastructure Credit Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V
DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an “Event of Default”).

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power
and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE VI**

**MISCELLANEOUS**

**SECTION 6.01.** Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for herein have been credited to the Company.

**SECTION 6.02.** Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

**SECTION 6.03.** Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**SECTION 6.04.** Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement, the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

**SECTION 6.05.** No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

**SECTION 6.06.** Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

(a) if to the County: Anderson County
    Attn: County Administrator
    P.O. Box 8002
    Anderson, South Carolina 29622-8002

    with a copy to: Anderson County Attorney
    P.O. Box 8002
    Anderson, South Carolina 29622-8002

(b) if to the Company: [Project Robo]
    Attn: ____________________
with a copy to: Nexsen Pruet, LLC
(which shall not constitute notice to the Company)
55 East Camperdown Way, Suite 400
Greenville, South Carolina 29601
Attn: James K. Price

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the "Indemnified Parties") shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Infrastructure Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County's relationship to the Project or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

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

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Anderson County Chairman of County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and [Project Robo] has caused this Agreement to be executed by an authorized manager/officer, all as of the day and year first above written.

FOR ANDERSON COUNTY:

(SEAL)

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey Croegaert
Anderson County Clerk to Council

[Signature page 1 to Special Source Revenue Credit Agreement]
[PROJECT ROBO]

By: ________________________________
Name: ______________________________
Title: ______________________________

[Signature page 2 to Special Source Revenue Credit Agreement]
EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I ________________, the ________________ of [Project Robo] (the “Company”), do hereby certify in connection with the Special Source Revenue Credit Agreement dated as of ______, 2020 (the “Agreement”) between Anderson County, South Carolina and the Company, as follows:

1. As of December 31, 20__, the total amount of Infrastructure Credits received by the Company is as follows:

   (a) $ __________

   (c) Total Infrastructure Credits received $ __________

2. As of December 31, 20__, the total amount of investment in Costs of Infrastructure by the Company is not less than $ __________.

   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__.

[Project Robo]

By: ________________________________
Name: ________________________________
Its: ________________________________
Applicant: Jonathan & Laini Jackson
Current Owner: Jonathan & Laini Jackson
Property Address: 1061 Asbury Park Road
Precinct: Denver-Sandy Springs
Council District: 5
TMS #(s): 045-00-04-009
Acreage: +/- 50.26
Current Zoning: R-20 (Single-Family Residential)
Requested Zoning: R-A (Residential - Agricultural)
Surrounding Zoning: North: R-20 (Single-Family Residential)
                      South: R-20 (Single-Family Residential 20,000 sq. ft. lot) and R-15 (Single-Family Residential 15,000 sq. ft. lot)
                      East: Hartwell Lake
                      West: R-20 (Single-Family Residential)

Evaluation: This request is to rezone the parcel of property described above from R-20 (Single-Family Residential) to R-A (Residential Agricultural). The applicant’s stated purpose is a future riding academy.

The purpose of the R-A district is to provide for a full range of agricultural activities and spacious residential development.

Single-Family Residential uses are adjacent to the subject parcel. The Future Land Use Map in the County’s Comprehensive Plan (2016) identifies the area as residential.

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

- January 23: Rezoning notification signs posted on subject property;
- January 23: Rezoning notification postcards sent to 163 property owners within 2,000' of the subject property;
Public Feedback: To date, staff has received six phone calls requesting more information.

Staff Recommendation: Due to the surrounding uses and its compatibility with the character of the area, staff recommends approval of this request.

Planning Commission Recommendation: The Anderson County Planning Commission met on February 11, 2020 and after a duly noted public hearing recommended approval of a request to rezone from R-20 to R-A. The vote was 6 in favor, 0 opposed, and 1 absent.
## Project Information

**Name of Applicant:** Jonathan + Laini Jackson  
**Property Location:** 1061 Asbury Park Road  
**County Council District:** 5  
**School District:** 4  
**Total Acreage:** 4.5  
**Current Land Use:** res lag  
**Current Zoning:** R-20  
**Requested Zoning:** P-A  
**Purpose of Rezoning:** future riding academy

### Recommendation

**Recommendation Rendered:**  
**Reason(s) for Denial, if applicable:**  
- Compatibility with Future Land Use Map  
- Availability of Infrastructure Support  
- Compatibility with Traffic Levels  
- Compatibility with Density Levels  
- Compatibility with Surrounding Properties  
- Use and Value of Surrounding Properties  
- Other (please elaborate):  

**Explanation of Reasons:**  

---

**Planning Commission Presiding Chairman:**  
**Signature:** [Signature]  
**Date:**  

---

**For Office Use Only:**  
**Scheduled Commission Public Hearing Date:** 8/1/2020  
**Scheduled Council Public Hearing Date:**  
**Planning Commission Recommendation:** approval  
**County Council Decision:**  

---

Anderson County Planning & Community Development  
401 East River Street | Post Office Box 8002  
Anderson, South Carolina 29622 | Phone: (864) 260-4720, Ext.3
Rezoning Application
Anderson County Planning & Community Development

1-8-20
Date of Submission

Approved/Denied

Applicant's Information

Applicant Name:
Jonathan & Laini Jackson

Mailing Address:
1061 Asbury Park Road Anderson 29625

Telephone:
309-303-4564

Email:
laini654@yahoo.com

Owner's Information
(If Different from Applicant)

Owner Name:

Mailing Address:

Telephone:

Email:

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

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

Owner's Signature __________________________ Date ____________

Project Information

Property Location:
1061 Asbury Park Road Anderson 29625

Parcel Number(s)/TMS:
045-00-64-009-000

County Council District:
4

School District:
4

Total Acreage:
50.26

Current Land Use:
R-20 (Ag)

Requested Zoning:
R-A

Current Zoning:
R-20

Purpose of Rezoning:
Future riding academy

401 East River Street/Post Office Box 8002 * Anderson, South Carolina 29622
Are there any Private Covenants or Deed Restrictions on the Property? If you indicated no, your signature is required.

Applicant's Signature: ___________________________  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:

* Please note: the survey reflects a second home on 1 acre. That home was demolished and our tax surveyor, Jimmy, said that the county takes care of absorbing that 1 acre into the larger parcel and did not need a new survey.

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.

Applicant's Signature: ___________________________  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:  R. Sloan  Complete Submission Date:  1-8-20
Commission Public Hearing:  2-11-20  Council Public Hearing:  3-3-20
ANDERSON COUNTY
REZONING APPLICATION NARRATIVE

Please provide a narrative below, describing the proposed use of the property including, but not limited to:

1. General description of proposed use;
2. Provisions for water and sewer;
3. Plans for protection of abutting properties, if applicable;
4. Any additional information deemed reasonable for review.

1. The purpose of this application is to have our property rezoned from the current R-20 to R-A so that we may utilize the property as a riding academy. We would like to offer riding lessons and boarding for horses.

2. We have an existing barn and riding arena with a bathroom facility.

3. N/A

4. N/A
Rezoning Request
1061 Asbury Park Road
R-20 to R-A
Rezoning Request
1061 Asbury Park Road
R-20 to R-A
Rezoning Request
1061 Asbury Park Road
R-20 to R-A
Rezoning Request
1061 Asbury Park Road
R-20 to R-A
Resolution No. R2020-007

A RESOLUTION BY THE ANDERSON COUNTY COUNCIL EXPRESSING ITS SUPPORT FOR SECOND AMENDMENT RIGHTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Second Amendment of the United States Constitution reads in part that, "[T]he right of the people to keep and bear arms shall not be infringed;" and

WHEREAS, similar language is also contained in Article I, Section 20 of the Constitution of South Carolina, which provides, in pertinent part, "A well-regulated militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed;" and

WHEREAS, Anderson County Council believes that the right of a citizen to bear arms, as stated in both the United States Constitution and the South Carolina Constitution, is a fundamental right that should be protected to the greatest degree possible; and

WHEREAS, the legislative assemblies of the several States have begun adopting measures regarding gun control and it is expected these proposed measures, which would greatly encroach on the Constitutional rights of those Citizens affected, will be introduced in the aforementioned States as part of their 2020 legislative sessions; and

WHEREAS, the Anderson County Council desires to express opposition to any law that would unconstitutionally restrict the rights under the Second Amendment of the citizens of Anderson County to keep and bear arms; and

WHEREAS, the Anderson County Council desires to express its intent to stand as a Sanctuary County for Second Amendment rights and to oppose, within the limits of the Constitutions of the United States and the State of South Carolina, any efforts to unconstitutionally restrict such rights, and to use such legal means at its disposal to protect the right of its citizens to keep and bear arms; and

WHEREAS, Anderson County Council wishes by adopting this Resolution to express its deep commitment and strong support for the rights of citizens under the Second Amendment of the United States Constitution and Article I, Section 20 of the Constitution of South Carolina, and urges the members of the South Carolina General Assembly to take no action which would violate the freedoms guaranteed in both Constitutions.

NOW, THEREFORE, BE IT RESOLVED by the Anderson County Council in meeting duly assembled that:

1. Anderson County Council hereby expresses its strong support for the rights of citizens to bear arms pursuant to the Second Amendment of the United States Constitution and Article I, Section 20 of the Constitution of South Carolina, and urges the members of the South
Carolina General Assembly and the Governor to take no action which would violate the freedoms guaranteed in both Constitutions.

2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

3. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

4. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 3rd day of March, 2020, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

Tommy Dunn, Chairman

Craig Wooten, District 1

Gracie S. Floyd, District 2

Ray Graham, District 3

Brett Sanders, District 4

Jimmy Davis, District 6

M. Cindy Wilson, District 7
AGENDA
Planning and Public Works Committee Meeting
Wednesday, February 19, 2020 at 1:30 pm
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. Brett Sanders
3. Update on Recycling and Recyclables Mr. Greg Smith
4. Landfill requests to increase capacity by 150,000 tons Mr. Greg Smith
5. Discussion of Moratorium and Review of Infrastructure
6. Capital Improvements of 2020
7. New Business
8. Citizens Comments
9. Adjournment

Committee Members: M. Cindy Wilson, Chair
Honorable Brett Sanders
Honorable Jimmy Davis
Recycling Revenue

Aluminum: $0.4 per pound

Cardboard: $35 per ton

Glass:
- Clear: $21.75 per ton
- Brown: $14.75 per ton
- Green: $1.75 per ton

Metal: $110 per ton

Paper: $5.01 per ton

Plastic: $200 per ton
## RECYCLING TONNAGE

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**Total Tonnage: 5196.92**  
**2019-2020 YTD: 4383.53**
### Recycling Income

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**Note:** YTD = Year to Date
MEMORANDUM
Planning & Community Development

DATE: January 6, 2020
TO: County Council
CC: Mr. Burns, County Administrator
FROM: Jeff Parkey, Planning Director
SUBJECT: Capital Improvements and Capital Maintenance Planning

Dear Chairman Dunn and Councilmembers:

The Capital Improvement Planning (CIP) process is a strategic, long-range planning and financial tool. Each year, the Planning Department requests all County departments to identify capital improvements projects of $10,000 or more. The Planning Department compiles this information and forwards it to the Planning Commission, County Council, the Administrator, and Finance.

The CIP process is beneficial to County departments in several ways. It helps departments foresee large expenditures, allowing time for appropriate planning prior to the need. It also allows departments to better manage their workloads by having a timetable for large projects. Finally, the CIP can enable coordination of projects among departments, so as to avoid piecemeal improvements or duplication of expenses. Overall, the CIP process can help County departments maintain their continuity of service, to the greater benefit of our citizens into the future.

Also included here as a part of the overall CIP is the Capital Maintenance Plan (CMP). The CMP focuses on the maintenance and replacement of current assets so these needs can be addressed in a timely and coordinated manner.

As these CIP and CMP projections are formulated by each department, the individual department heads are prepared to discuss these requests, as needed.

From the perspective of the Planning Department, capital projections not only make us aware of upcoming budget requests and projects, but also help us see the big picture in terms of the future needs of the County. The CIP can help prioritize these needs, in terms of potential revenue sources, and also Council’s goals and objectives. Finally, capital improvements planning helps to maintain steady capital funding and reduce fluctuations in funding sources, in general. Staff is happy to assist the Council in using the CIP/CMP as needed.

Respectfully,
Jeff Parkey, PhD, AICP

ANDERSON COUNTY
SOUTH CAROLINA

PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org
December 11, 2019

The Honorable Anderson County Council
101 South Main Street
Post Office Box 8002
Anderson, South Carolina 29622

Chairman Dunn and Members of Council:

On December 10, 2019, the Anderson County Planning Commission held a public hearing on the proposed Anderson County Capital Improvement Plan, as per SC 6-29-340(2)(e). The Planning Commission has established that this duty has been completed by Planning staff and recommends that it be forwarded to the Anderson County Council, and appropriate subcommittee for review.

Thank you for your deliberation of this important matter. We deeply appreciate the support and assistance you have provided us.

Sincerely,

David Cothran, Chairman
Anderson County Planning Commission
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*NYD - Not Yet Determined*
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<td>Extent of benefit</td>
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*Scoring Not Yet Determined
attachment A: Policy Recommendations and Implementation Strategies

<table>
<thead>
<tr>
<th>Recommendation 1: Undertake a comprehensive economic development policy for Anderson County</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Implementation Strategy 1.1</strong>: Employ innovative financial and socioeconomic programs at the local level</td>
</tr>
<tr>
<td><strong>Implementation Strategy 1.2</strong>: Strengthen ties with local academic institutions for leveraging opportunities in the new economy</td>
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</table>

<table>
<thead>
<tr>
<th>Recommendation 2: Expand cultural and recreational opportunities, quality of life and public safety efforts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Implementation Strategy 2.1</strong>: Address Library and Parks &amp; Recreation systems’ needs, facilities historic preservation</td>
</tr>
<tr>
<td><strong>Implementation Strategy 2.2</strong>: Address public health, safety and facilities’ needs, including emergency medical and fire services, detention center, solid waste and recycling</td>
</tr>
<tr>
<td><strong>Implementation Strategy 2.3</strong>: Address quality of life issues of various demographic groups, including aging population, young professionals, veterans, residents living in concentrated poverty and those with disabilities</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Recommendation 3: Enhance environmental quality and capitalize on green infrastructure and emerging energy opportunities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Implementation Strategy 3.1</strong>: Undertake additional natural resource protection and enhancement efforts</td>
</tr>
<tr>
<td><strong>Implementation Strategy 3.2</strong>: Continue brownfields clean-up efforts</td>
</tr>
<tr>
<td><strong>Implementation Strategy 3.3</strong>: Act upon opportunities identified by the County’s “Green Infrastructure” initiative</td>
</tr>
<tr>
<td><strong>Implementation Strategy 3.4</strong>: Prepare for solar energy opportunities</td>
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</table>

<table>
<thead>
<tr>
<th>Recommendation 4: Enhance and diversify the transportation system, with a focus on connectivity</th>
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<tr>
<td><strong>Implementation Strategy 4.1</strong>: Continue improvements to the current transportation system and prepare for emerging demands</td>
</tr>
<tr>
<td><strong>Implementation Strategy 4.2</strong>: Link transportation with housing, economic development and land use strategies</td>
</tr>
<tr>
<td><strong>Implementation Strategy 4.3</strong>: Enhance road capacity by implementing access management and connectivity measures.</td>
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</table>
**Recommendation 5: Encourage a variety of housing types and densities where possible**

<table>
<thead>
<tr>
<th>Implementation Strategy 5.1:</th>
<th>Promote infill development</th>
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</thead>
<tbody>
<tr>
<td>Implementation Strategy 5.2:</td>
<td>Offer market-based incentives for developing traditional neighborhoods</td>
</tr>
<tr>
<td>Implementation Strategy 5.3:</td>
<td>Identify barriers to housing in development regulations and adjust as appropriate</td>
</tr>
<tr>
<td>Implementation Strategy 5.4:</td>
<td>Facilitate first-time home buyer information sessions</td>
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</table>

**Recommendation 6: Initiate further growth planning activities in prioritized areas**

<table>
<thead>
<tr>
<th>Implementation Strategy 6.1:</th>
<th>Utilize growth management techniques in high-growth areas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation Strategy 6.2:</td>
<td>Initiate development planning for low-growth areas</td>
</tr>
<tr>
<td>Implementation Strategy 6.3:</td>
<td>Prioritize key areas for further focused studies</td>
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### Attachment B: Priority Based Criteria Groupings and Definitions

<table>
<thead>
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<th>Scores</th>
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</thead>
<tbody>
<tr>
<td><strong>Consistent with County-adopted goals and plans</strong>*</td>
<td>Project is not included in the County’s adopted long-term guiding documents</td>
<td>Project has a long-term (3+ years) implementation in the County’s guiding documents</td>
<td>Project has a short-term (0-2 years) implementation in the County’s guiding documents</td>
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<tr>
<td><strong>Extent of benefit</strong></td>
<td>Projects would benefit less than 25% of citizens</td>
<td>Project would benefit more than 25%, but less than 50% of citizens</td>
<td>Project would benefit more than 50% of citizens</td>
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<tr>
<td><strong>Supports economic development and/or tourism</strong></td>
<td>Project would have no impact on economic development and/or tourism</td>
<td>Project would have a positive, indirect impact on economic development and/or tourism</td>
<td>Project would have a positive, direct impact on economic development and/or tourism</td>
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<tr>
<td><strong>Relationship with other projects</strong></td>
<td>Project is not related to other projects already underway in the CIP</td>
<td>Project is linked to other projects in the CIP already underway, but not essential to their completion</td>
<td>Project is essential to the success of other projects identified in the CIP already underway</td>
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<tr>
<td><strong>Public health and safety</strong></td>
<td>Project would have no impact on existing public health and/or safety</td>
<td>Project would improve public health and/or safety, but is not urgent; continual need or hazard</td>
<td>Project addresses an immediate, continual safety hazard or public health and/or safety need</td>
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<tr>
<td><strong>Mandates or other legal requirements</strong></td>
<td>Project is not mandated or otherwise required by court order, judgement, or interlocal agreements</td>
<td>Project would address anticipated mandates, other legal requirements, or interlocal agreements</td>
<td>Project required by federal, state, or local mandates, grants, court orders, and judgements; required as part of interlocal agreement</td>
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<tr>
<td><strong>Standard of Service</strong></td>
<td>Project is not related to existing standards of service</td>
<td>Existing standard of service is acceptable and project will maintain this standard</td>
<td>Existing standard of service has deficiencies and project will improve the standard</td>
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</table>
## CMP Funding for FY 2021-2025

<table>
<thead>
<tr>
<th>CMP Total Funding Sources</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
<th>Total</th>
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## CMP Projects by Department

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<th>FY 2023</th>
<th>FY 2024</th>
<th>FY 2025</th>
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<td>250,000</td>
<td>2,010,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>21,163,941</strong></td>
<td><strong>22,763,700</strong></td>
<td><strong>19,789,500</strong></td>
<td><strong>23,404,500</strong></td>
<td><strong>19,768,000</strong></td>
<td><strong>106,889,641</strong></td>
</tr>
<tr>
<td>CMP Projects by Department</td>
<td>FY 2021</td>
<td>FY 2022</td>
<td>FY 2023</td>
<td>FY 2024</td>
<td>FY 2025</td>
<td>Total</td>
</tr>
<tr>
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RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: __All districts____

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: VMD Scholarship Fund,
VMD Promotions D/B/A as Crappie USA and King Kat tournament Trails

2. Amount of request (If requesting funds from more than one district, annotate amount from each
district): $500.00 from each district

3. The purpose for which the funds are being requested: To give away as scholarships to the kids at our
kids fishing redo at our Lake Hartwell event on 3/21/2020 at Green Pond Landing, Kids redo will be
held at the Chris Taylor Memorial Park.

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. (See attached)

5. Contact Person: Vince Campisano
Mailing Address: 220 Mohawk Ave. Louisville Ky 40209
Phone Number: 502-384-5924
Email: vcampisano@crappieusa.com

6. Statement as to whether the entity will be providing matching funds: We give away at Least $7000.00
Each year in kids scholarships (See attached)

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]
To Whom it may concern,

Concerning requests for recreation fund appropriation by Anderson County, SC: VMD Promotions Inc. dba Crappie USA & King Kat Tournament Trails has in the past conducted Kid's Rodeo Fishing Tournaments in conjunction with our regular fishing tournament events during the annual season. The purpose of the Kid's Rodeo events has always been to attract and inspire young participants to engage in the lifelong sport of fishing as a means of wholesome productive activity and entertainment.

The program is designed such that any child that participates in our Kid's Rodeo events, regardless of their fishing success, will be entered into a drawing at the end of the tournament season and education Scholarships are awarded to the drawing winners totaling approximately $7000.00 per year.

These awards are funded by VMD Scholarship Fund Inc., a Kentucky, 501-C-3 non-profit organization, with funds derived from donations generated during our regular fishing tournament events.

As an additional incentive for your community; VMD Promotions Inc. would be willing to allocate any funds appropriated by your organization to awards that would be presented only to the Kid's Rodeo participants at and during our Anderson, SC event.

Sincerely,

The Board of Directors
VMD Promotions, LLC
VMD Scholarship Fund Inc.

220 Mohawk Ave.
Louisville, KY 40209

PHONE  502-384-5924
FAX   502-384-4232
EMAIL  office@kingkatusa.com
       office@crappieusa.com
VMD SCHOLARSHIP FUND, INC.

General Information

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<td>Registered Agent</td>
<td>MICHAEL R. CAMPISANO 220 MOHAWK AVE. LOUISVILLE, KY 40209</td>
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Current Officers

- President: VINCENT EUGENE CAMPISANO
- Director: VINCENT EUGENE CAMPISANO
- Director: VINCENT ANTHONEY CAMPISANO
- Director: MICHAEL ROSARIO CAMPISANO

Individuals / Entities listed at time of formation

- Director: VINCENT E. CAMPISANO
- Director: VINCENT A. CAMPISANO
- Director: MICHAEL R. CAMPISANO
- Incorporator: MICHAEL R. CAMPISANO

Images available online

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

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