



**ANDERSON
COUNTY**
SOUTH CAROLINA

**AGENDA
ANDERSON COUNTY
Tuesday, September 15, 2020 at 12:00pm
Anderson County Civic Center
3027 Martin Luther King Jr. Blvd.
Chairman Tommy Dunn, Presiding**

Tommy Dunn
Chairman
Council District 5

Brett Sanders
Vice Chairman
Council District 4

Craig Wooten
Council District 1

Gracie S. Floyd
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

M. Cindy Wilson
Council District 7

Lacey A. Croegaert
Clerk to Council

Rusty Burns
County Administrator

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Ms. Gracie S. Floyd
3. **APPROVAL OF MINUTES:** August 25, 2020
4. **CITIZENS COMMENTS:** Agenda Matters only
5. **ORDINANCE THIRD READING:** None
6. **ORDINANCE SECOND READING:**
 - a. **2020-018:** An ordinance (1) authorizing pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, the execution and delivery of an amended and restated Fee-in-Lieu of Ad Valorem Taxes and Economic Development Agreement, by and Between Anderson County, South Carolina and entity know to the County as Project Cutter, as sponsor, including one or more existing or to-be-formed or acquired by subsidiaries, or affiliated or related entities an certain sponsor of South affiliates; (2) authorizing pursuant to Title 4, Chapters 1 and 29 of the Code of Laws South Carolina 1976, as amended, the grant of certain Special Revenue Credits to Project Cutter; and (3) other related matters. (Project Cutter)
Mr. Burriss Nelson (allotted 5 minutes)
7. **ORDINANCE FIRST READING:**
 - a. **2020-021:** An ordinance to approve a template Lease Agreement for Incubator/Soft Landing Economic Development Projects at Anderson County's Facility at 1428 Pearman Dairy Road.
Mr. Burriss Nelson (allotted 5 minutes)
 - b. **2020-022:** An ordinance to amend Section 2-38-(c) (4) of the Code of Ordinances, Anderson, South Carolina, so as to establish that each speaker will be allowed not more than three (3) minutes to address the matter for which a public hearing has been scheduled.
Chairman Tommy Dunn (allotted 5 minutes)
8. **RESOLUTIONS:** None
9. **RURAL INFRASTRUCTURE AUTHORITY GRANT/ STONE HAVEN SEWER SYSTEM:** Mr. Rusty Burns (allotted 5 minutes)
10. **BID APPROVAL:**
 - a. Bid # 21-010 Dolly Cooper Baseball Field Phase I Project

11. REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE MEETING HELD ON SEPTEMBER 2, 2020:

Chairman M. Cindy Wilson (allotted 15 minutes)

3. Approval of Minutes for July 22, 2020
4. Discussion of Stormwater Management exemption for single family residential construction not part of subdivision.
5. Deletion of "special exceptions" items from zoning ordinance.
6. Discussion and recommendations for increasing lot size from 8,000 sq. ft. to 15,000 sq. ft. or developers choice to cluster building on 6,000 sq. ft. parcels and place the difference into undeveloped space adjoining the cluster with Conservation Development Design guidance.
7. Upgrades for Stormwater measures in consideration of flooding episodes.

12. REPORT FROM FINANCE COMMITTEE MEETING HELD ON TUESDAY, SEPTEMBER 8, 2020:

3. Approval of January 31, 2020 Minutes Chairman Brett Sanders (allotted 15 minutes)
4. Discussion of Proposed FY 21 Operating and Capital Budget
5. Approval of Tax Year 20 Millage
6. Executive Session- Contractual Matters Regarding Health Insurance Plan

13. ORDINANCE FIRST READING:

- a. **2020-020:** An ordinance to adopt the Operating and Capital Budgets of Anderson County for the Fiscal Year beginning July 1, 2020, and ending June 30, 2021, and to make appropriations for such Anderson County Budgets for County ordinary purposes and for other County purposes for which the County may levy a tax other than for Tri-County Technical College purposes; to provide for the levy of taxes on all taxable personal and real estate properties in Anderson County for such ordinary purposes, including sufficient tax to pay the principal and interest on outstanding indebtedness of the Anderson County maturing during said Fiscal Year; to adopt the Operating and Capital Budgets of Anderson County for the Fiscal Year beginning July 1, 2020, and ending June 23, 2021, and to make appropriations for such Anderson County Budgets for Tri-County Technical College; to provide for the levy of taxes on all personal and real properties in Anderson County on which school taxes may be levied for such Tri-County Technical College purposes; to provide for the levy assessment and collection of certain other taxes and fees; to provide for the expenditure of said taxes and other revenues coming to the County during said Fiscal Year; and to provide for other matters relating to Anderson County. **(TITLE ONLY)** Mr. Brett Sanders (allotted 20 minutes)

14. APPOINTMENTS:

Planning Commission- District 1

15. REQUESTS BY COUNCIL:

(allotted 14 minutes)

16. ADMINISTRATORS REPORT:

(allotted 2 minutes)

- a. Building and Codes
- b. Special Projects
- c. Paving Report
- d. Sheriff's Report

17. CITIZENS COMMENTS:

18. REMARKS FROM COUNCIL:

19. 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
COUNTY COUNCIL MEETING
AUGUST 25, 2020

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
LACEY CROEGAERT

1 TOMMY DUNN: ... August 25th regular
2 county council meeting to order. At this time -- Ray
3 Graham has called. He's running a little bit late.
4 So at this time I'll ask Councilman Craig Wooten if
5 he'd lead us in invocation and pledge of allegiance.
6 If we'll all rise, please.
7 **INVOCATION AND PLEDGE OF ALLEGIANCE BY CRAIG WOOTEN**
8 TOMMY DUNN: At this time we're
9 going to have approval of the minutes. And if I'm not
10 mistaken, June 23rd will be pulled off. Those are the
11 ones we're having trouble with. June 23rd?
12 CINDY WILSON: July 22nd.
13 TOMMY DUNN: July 22nd; they're not
14 on here?
15 CINDY WILSON: That's on the Planning
16 and Public Works Committee.
17 TOMMY DUNN: Oh, I got you.
18 Do we have a motion to approve the June 18th, 2020
19 minutes?
20 CINDY WILSON: Yes, sir. I make the
21 motion that we approve.
22 TOMMY DUNN: Make the motion we
23 approve. Do we have a second?
24 JIMMY DAVIS: Second.
25 TOMMY DUNN: Second Mr. Davis.
26 CINDY WILSON: Mr. Chairman, may I?
27 TOMMY DUNN: All in favor show of
28 hands.
29 CINDY WILSON: May I?
30 TOMMY DUNN: I'm sorry. I thought
31 you had made the motion.
32 CINDY WILSON: On page 43, on line 41,
33 it says Holland Road. And it's supposed to be Paulan,
34 P-A-U-L-A-N. So I make the motion with that
35 correction.
36 TOMMY DUNN: Okay. We have a motion
37 by Ms. Wilson to make that correction and accept the
38 minutes of the June 18th meeting. Mr. Davis seconds
39 it. Anything else? All in favor of the motion show
40 of hands. Opposed like sign. Show the motion carries
41 unanimously.
42 Let the record show Mr. Graham is running late.
43 He's not here. Are there any changes, corrections to
44 be made to the June 23rd meeting? Do we have a motion
45 to move forward?
46 CINDY WILSON: So moved.
47 TOMMY DUNN: Motion Ms. Wilson. Do
48 we have a second?
49 BRETT SANDERS: Second.
50 TOMMY DUNN: Second Mr. Sanders.

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

3 Moving on the July 7th, 2020 council meeting. Are
4 there any corrections or changes to be made to it? Do
5 we have a motion to move forward?

6 CINDY WILSON: So moved.

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

9 JIMMY DAVIS: Second.

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

13 I want to apologize. I want to welcome everyone
14 here tonight, or this afternoon, rather. Appreciate
15 y'all coming out.

16 At this time we're going to have citizens
17 comments. You have three minutes. When Mr. Harmon
18 calls your name and you signed up, on agenda items
19 only, and please address the chair.

20 Mr. Harmon.

21 LEON HARMON: Mr. Chairman, first
22 speaker is Bobby Simmons.

23 BOBBY SIMMONS: Bobby Simmons, District
24 2. What I wanted to speak on was number 7(b), and it
25 deals with wearing of face covering.

26 For the life of me I cannot understand why there
27 is a problem because there's been so much evidence
28 that face shields and distance work. Now, on TV maybe
29 a couple of weeks ago they had a thing on the screen
30 that say Anderson was -- people was positive, and then
31 the relating cities were less than fifty. What's the
32 problem here? There must be something that Anderson
33 is doing wrong or something that they need to do.
34 Maybe it's face shields. Maybe it's distance. Or
35 maybe just people getting together. But I know one
36 thing, Anderson needs to make a change. We need to
37 look at that and see what the problem is, what the
38 other cities are doing and what we're doing.

39 Now I understand that the President really don't
40 want to wear face masks, but should we follow him if
41 he do that? I think it's time that we start thinking
42 about own health, start looking forward to see what
43 can be best for us, what can be best for Anderson,
44 what can be best for South Carolina. It's time that
45 we pull out our brains and start thinking of things
46 that we can do to make this city better or make this
47 state better. It's just unbelievable that people
48 don't want to wear the face shield.

49 Now, I find them uncomfortable at times, but they
50 are several different types out there that you might

1 want to try that might fit a little bit better than
2 others. Now the ones around the ear, it irritates my
3 ear. I don't like that as well. Like this one it
4 slides straight up. It feels a lot more comfortable.
5 And any time that I'm doing something that would
6 hopefully protect me and protect you or someone else,
7 it should be a positive thing that we all should be
8 willing to wear these masks until this virus is over
9 with.

10 Thank you for listening to me. I hope that what I
11 said resonates with some of you. Thank you.

12 TOMMY DUNN: Mr. Harmon.

13 LEON HARMON: Mr. Chairman, next
14 speaker is Wesley White.

15 WESLEY WHITE: Thank you, Chairman.

16 Wesley White. I live here in Anderson County.
17 Have all my life. I'm also a business owner of
18 Bridgewater Engineering and Surveying. I wanted to
19 address item number 12, the last part where it
20 requires a change from eight thousand square feet for
21 lots is sewer and watered areas of unzoned Anderson
22 County to fifteen thousand square feet.

23 I've been doing site development and design for
24 residential for almost twenty years now. This change
25 is going to have a serious impact on development in
26 Anderson County. That may be the ultimate goal.
27 However, I think it's the wrong way to go about it.
28 If you reduce the -- or if you change the lot size to
29 fifteen thousand square feet, you're going to increase
30 -- or reduce the number of lots by half. This is
31 going to reduce your tax base by half, your sewer and
32 water tap fees by half. All your utilities are going
33 to have half as much. It's going to increase your
34 road costs per linear foot per property.

35 So this is ultimately going to discourage
36 developers from extending sewer to projects when they
37 can just take a property and keep it septic tanks,
38 which if you talk to the county, the sewer department
39 wants to try to get away from septic tank lots, but
40 that's what they're going to go with because they
41 can't make -- the costs just isn't there; it's not
42 justifiable.

43 Ultimately it's a way of further restricting
44 unzoned areas. We've got some issues in Powdersville
45 where they didn't agree with certain subdivisions.
46 They spoke at Planning Commission, but then when
47 Planning Commission approached them about rezoning,
48 they don't want to rezone. So you're further
49 restricting people's rights to do what they want to
50 with their lots.

1 One of the solutions ultimately, I feel like, is
2 we need to look at the road standards in Anderson
3 County. Right now we currently have one set of road
4 standards for any type of development. And so if we
5 address it in a different way, I think just making
6 this simple change, is going to end up impacting
7 overall economic development. If you don't have
8 residential development, you don't have economic
9 development if you don't have a place for them to
10 live.

11 I appreciate your time.

12 TOMMY DUNN: Thank you.

13 Mr. Harmon.

14 LEON HARMON: Next speaker is Joel

15 Tippitt.

16 JOEL TIPPITT: Okay. I'm Joel
17 Tippitt. This is actually my first time to one of
18 these. But I'm -- also in regards to that same
19 question that was just asked, I work with some
20 builders and the question that they have is if a
21 cluster style development -- is this for a cluster
22 style development or would this require rezoning in an
23 unzoned area? Or would we have to do a cluster and
24 then meet the new land development requirements if
25 this passes without rezoning?

26 Or in other words, would this be a default
27 regulation or would we have to do a rezoning? So
28 that's just the question that was revealed to me to
29 bring to y'all. Thank you.

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

32 TOMMY DUNN: Thank you.

33 Two things I want to reiterate. Appreciate
34 everybody doing the social distancing. You're also
35 going to have to wear a mask. That's part of the
36 rules of the administrator. If you're not wearing a
37 mask, we're going to have to ask you to leave, please.

38 Moving on to item number 5(a), 2020-013, an
39 ordinance to amend the zoning map plus or minus 19.00
40 acres from C-2, that's highway commercial, to R-M
41 multi-family residential on Welpine Road, Anderson,
42 tax map 093-00-03-002. That's in District 4. This is
43 the third reading. Do we have a motion to move this
44 forward?

45 BRETT SANDERS: So moved.

46 TOMMY DUNN: Motion Mr. Sanders. Do
47 we have a second?

48 JIMMY DAVIS: Second.

49 TOMMY DUNN: Second Mr. Davis. Now
50 any discussion? Ms. Hunter, do you have anything

1 you'd like to add or say? Hearing and seeing no
2 discussion, all in favor of the motion show of hands.
3 All opposed. Show the motion carries with Mr.
4 Sanders, Mr. Davis, Mr. Dunn, Mr. Wooten and Ms.
5 Wilson in favor. Ms. Floyd opposes.
6 Moving on to item number 5(b), 2020-016, ordinance
7 to amend the zoning map to zoning map to rezone plus
8 or minus 43.91 acres from R-20 single family
9 residential to R-A residential agricultural located at
10 2705 Centerville Road, tax map number 045-00-04-006.
11 Do we have a motion to put this on the floor?
12 CINDY WILSON: So moved.
13 TOMMY DUNN: Motion Ms. Wilson. Do
14 we have a second?
15 BRETT SANDERS: Second.
16 TOMMY DUNN: Second Mr. Sanders.
17 Any discussion? Again, Ms. Hunter, do you have
18 anything?
19 GRACIE FLOYD: Yes.
20 TOMMY DUNN: Ms. Floyd.
21 GRACIE FLOYD: I have something I want
22 to say. We just had two things ---
23 FEMALE: Can't hear you.
24 GRACIE FLOYD: We just had two things
25 out of District 4; right? Okay. Now this one we just
26 finished, was that the -- which one is the housing
27 thing?
28 TOMMY DUNN: It's not on the agenda
29 tonight.
30 GRACIE FLOYD: It's not on the agenda.
31 So which one is this?
32 TOMMY DUNN: This is District 5.
33 This is right on Centerville Road there. People want
34 to go to have a farm.
35 GRACIE FLOYD: That's District 5? I
36 thought you said 4.
37 TOMMY DUNN: 4 is the first one we
38 done. This is District 5.
39 GRACIE FLOYD: That's what I'm talking
40 about, the first one, the first one we did.
41 TOMMY DUNN: We're going to
42 backtrack. District 4 is the one on Welpine Road.
43 That's way away from there. That's up off Clemson
44 Highway between Welpine Road, Clemson Highway and
45 Liberty Highway.
46 GRACIE FLOYD: Oh, okay. Mr. Chair,
47 is it possible I can change my vote?
48 TOMMY DUNN: Yes, ma'am.
49 GRACIE FLOYD: Yeah. I'd like to vote
50 yay on the ---

1 TOMMY DUNN: Let the record show Ms.
2 Floyd, on the District 4 rezoning of Welpine Road, she
3 voted for.

4 GRACIE FLOYD: Okay. Now this one
5 coming up is District 5; right?

6 TOMMY DUNN: District 5, the one
7 we're in the process of voting on. That's right. All
8 in favor of 5(b) show your hands. All opposed.
9 Abstentions. How you voting Ms. Floyd, abstention?

10 GRACIE FLOYD: Yeah.

11 TOMMY DUNN: Show for the record Mr.
12 Dunn, Mr. Davis, Mr. Sanders, Mr. Wooten and Ms.
13 Wilson in favor; Ms. Floyd abstains.

14 Moving on to item number 6, there are no second
15 readings.

16 We're going to move to item number 7 now, first
17 reading. This will be Ordinance 7(a), 2020-018,
18 ordinance authorizing, pursuant to Title 12, Chapter
19 44 of the Code of Laws of South Carolina 1976, as
20 amended the execution and delivery of an amended and
21 restated fee in lieu of ad valorem taxes and economic
22 development agree by and between Anderson County,
23 South Carolina an entity know to the county as Project
24 Cutter, as sponsor, including one or more existing or
25 to be formed or acquired by subsidiaries or affiliated
26 or related entities a certain sponsor of South
27 Carolina affiliates; authorizing pursuant to Title 4,
28 Chapter 1 and 29 of the Code of laws of South Carolina
29 1976, as amended, the grant of certain special revenue
30 credits to Project Cutter; and other related matters.
31 Mr. Nelson.

32 BURRISS NELSON: Thanks, Mr. Chairman
33 and members of council. This is an expansion of one
34 of our existing companies, a company that's been in
35 business, an international company, for over forty
36 years. They're creating a hundred jobs. Average pay
37 seventeen dollars an hours. It adds an annual payroll
38 of 3.4 million dollars to the Anderson County economy.
39 The capital investment in this project will be
40 approximately thirty million dollars. The average --
41 the SSRs over the next twenty-five years will be
42 forty-seven percent. The multi-county park agreement
43 also included. The property taxes paid in 2019 were
44 paid for the existing company, a hundred and seventy-
45 three thousand dollars; and the expected new taxes
46 coming from the new project, first year, which will be
47 2022, will be forty-eight thousand five twenty-three.
48 And over thirty years, seven hundred and seventy-six
49 thousand dollars in property tax. Community impact,
50 first year, sixteen million. Twenty year community

1 impact eighty-five million.
2 Of course this comes to council as a
3 recommendation from staff and the Economic Development
4 Advisory Board. We respectfully request you give
5 favorable consideration to this project.
6 TOMMY DUNN: Do we have a motion to
7 put this on the floor?
8 CINDY WILSON: So moved.
9 TOMMY DUNN: Motion Ms. Wilson. Do
10 we have a second?
11 JIMMY DAVIS: Second.
12 TOMMY DUNN: Second Mr. Davis. Now
13 discussion.
14 CINDY WILSON: Mr. Chairman, may I?
15 TOMMY DUNN: Ms. Wilson.
16 CINDY WILSON: Just a bookkeeping
17 point. On page 17 of this agreement there was an
18 incorrect page put in. I'm sure in a rush to get the
19 paperwork together it was overlooked. Thank you.
20 TOMMY DUNN: Thank you, Ms. Wilson.
21 Anyone else? All in favor of the motion show of
22 hands. Opposed like sign. Show the motion carries
23 unanimously.
24 Thank you, Mr. Nelson.
25 BURRISS NELSON: Thank you.
26 TOMMY DUNN: Moving on to item
27 number 7(b), 2020-019. Ms. Floyd.
28 GRACIE FLOYD: Thank you. Young man,
29 could you pass these out for me, please?
30 I'm going to talk about the masks. I was given
31 ten minutes. I was not asked how long I wanted this
32 to be and I failed to mention it, but I should have
33 been asked, but I only have ten minutes. I'm hoping
34 that the chairman will let me have more time if need
35 be.
36 Folks, we've been getting telephone calls and
37 letters from people in Anderson County asking that we
38 do something about the mask situation. Almost every
39 place we go now we have to wear the mask. I was at
40 Bojangles on Sunday and it broke my heart when I saw
41 two elderly people who were not together walking into
42 Bojangles without masks. These people were not young
43 people. They were not children. I call them adult
44 children. But these were people up in their years,
45 people that I think need to be more careful about how
46 they go out now days. The mask is not going to hurt
47 you.
48 Mr. Chair, I have passed out some information that
49 I have collected about the mask that I thought some of
50 them was funny, some of them were serious. And some

1 of them was from the newspaper who asked -- who are
2 begging people to wear masks. I read in the newspaper
3 that Anderson County had the most cases in the upstate
4 last week. I heard also that we're the lowest in the
5 state for testing. And then I heard from a phone call
6 together as I was preparing to come here that thirty
7 percent of the people that are being tested are
8 positive.

9 Now, I don't know what some folks have in their
10 bodies that they think will protect them, but I don't
11 want to take any chances. And I don't want you to
12 take chances with your life. If you have not heard,
13 talk with some of the people now who has the virus or
14 who had the virus, who did not have it, who did not
15 wear a mask, and see what they're saying now. It's no
16 fun.

17 We're having problems with the children, the adult
18 children in schools and the colleges. Partying. And
19 one man said it was the college experience. I don't
20 know much about that. I went to college, but I didn't
21 have experiences like that because I had to work. And
22 I didn't have time to do the partying and the drinking
23 and the whatever else that the kids are doing today.
24 I had to work my way through.

25 We are not adhering to what needs to happen. Just
26 because, you know, you feel that, oh, I'm all right or
27 I've got something special in me; everybody doesn't.
28 I'm asking the county tonight to look at the ordinance
29 that was presented to you in your books. And tonight
30 I would like to have a vote -- I would like to see a
31 vote, as the city did, for an ordinance in place in
32 the county. We have nothing to lose. We have nothing
33 to lose, folks. Nobody is better than anybody else.
34 You have to wear it; I have to wear it. Some of you
35 who are politically against this, I have an article
36 where it says Trump resumes virus briefing, says masks
37 have an impact. If you follow him on political lines,
38 Trump says that masks have an impact. And I think not
39 to wear one puts us all in danger.

40 Mr. Chairman, I offer tonight the -- excuse me --
41 I offer tonight on page 7(b) in your books -- on 7(b)
42 in your book, an ordinance. It's an emergency
43 ordinance to require individuals to wear face
44 coverings in certain circumstances and within the
45 unincorporated areas of Anderson County, South
46 Carolina, and other matters related thereto. This
47 virus knows no one. It doesn't know color. It
48 doesn't know how high you think you are in the world,
49 in your businesses, or anywhere else. You're just
50 like everybody else on this earth. You have a chance.

1 You can shorten the change, shorten your chances, by
2 wearing a simple little thing as a mask.

3 I talked to one lady tonight who says that she
4 can't wear the one that does something, but she
5 figured out what she could do to protect me and
6 herself. And I thank her for that. I listened to the
7 man who said that he doesn't like the one that goes
8 around his ears. I thank him for finding something
9 else that he could use to protect me, you and himself.
10 It's not hard, folks. It's not hard.

11 Mr. Chair, I offer the amendment for voting.

12 TOMMY DUNN: Ms. Floyd makes the
13 motion. We have a motion on the floor. Do we have a
14 second?

15 CRAIG WOOTEN: Second.

16 TOMMY DUNN: Second Mr. Wooten. Now
17 discussion?

18 CINDY WILSON: May I, Mr. Chairman?

19 TOMMY DUNN: Ms. Wilson.

20 CINDY WILSON: You notice I don't wear
21 one when I'm sitting up here separate from everybody.
22 There are a lot of people who cannot wear a mask
23 because of preexisting issues. I do wear my mask when
24 I go to a store or when I'm mingling with different
25 people. But I don't wear one when I'm out on the farm
26 working. There are conflicting reports on usage of
27 masks. I think they're helpful when you're in a high
28 density type setting. But there are people who have
29 health problems that have issues that can't wear them
30 for long periods of time.

31 And I have a concern about this particular
32 ordinance. You have fines listed, but you have no
33 enforcement mechanism. I think that we still need to
34 make sure our citizens are provided with good guidance
35 and efforts at sanitation and so forth, but I don't
36 think it's appropriate to declare that everyone has to
37 wear a mask a hundred percent of the time. Thank you.

38 TOMMY DUNN: Thank you. Anymore
39 discussion?

40 CRAIG WOOTEN: Yes, Mr. Chair.

41 TOMMY DUNN: Mr. Wooten.

42 CRAIG WOOTEN: I feel like this is a
43 bipartisan issue, even though the national media has
44 made it otherwise. I represent the city of Anderson.
45 The city of Anderson voted to do a mask ordinance, so
46 what that means is that elected officials of the
47 people of the city, the people elected those
48 officials, said they thought a mask ordinance would do
49 well. I also represent the district that has our
50 medical center, AnMed. The management, the doctors,

1 the ER, the staff of the hospital, has said we would
2 be better off wearing a mask. I'm not an
3 epidemiologist and not going to try to be. I don't
4 know the efficacy of masks and what happens if you do
5 or don't wear it, other than you do from reading
6 articles. But when our medical professionals, not
7 from the national level, not Dr. Fauci, but the ones
8 that we go to church with, the ones that we will see
9 should we go to the hospital, say this is a good
10 thing, then I think we should listen to them.

11 Our GOP Chairman of the Republican Party wrote an
12 op ed to the paper stating that masks were a good
13 thing. This tells me that this is going across party
14 lines; that it's not a Republican thing, it's not a
15 Democrat thing, it's a health thing. Our Governor has
16 said that masks can help. Our President has said that
17 masks can help. The statistics that scare me is -- if
18 I'm correct, and I don't want to misstate -- that half
19 of the deaths in South Carolina this past week were in
20 Anderson County from COVID-19.

21 GRACIE FLOYD: Yes.
22 CRAIG WOOTEN: That's a staggering
23 statistic. So something -- and people can shake their
24 heads and they may not agree with the statistic.
25 Bring me statistics that say otherwise.

26 The other thing that I want to point out is we're
27 still in a state of emergency. I've had nobody say
28 that we should lift the state of emergency. So if
29 we're in a state of emergency, what are we doing to
30 protect ourselves? If we don't need masks, we don't
31 need to social distance, we don't need to do things,
32 then let's go ahead and vote and lift the state of
33 emergency. But that would seem quite reckless, I
34 think in most people's opinion. If it conflicts with
35 your constitutional rights or your health, don't wear
36 it. I would imagine you're going to be okay. I don't
37 think anybody is going to enforce out on a farm. I
38 don't think anybody is going to enforce in many
39 situations. That's not our purview. County council
40 never enforces things. We send it over to the agency
41 within the county that enforces. So if enforcement is
42 an issue it's not a county council issue. We make
43 judgments and we make ordinances based on the
44 knowledge we have at hand for what we think is the
45 best in the community.

46 So there's also some exceptions. There's
47 restaurant exceptions; there's church exceptions;
48 there's medical exceptions, etcetera. So I feel like
49 there's enough in this ordinance that if there's a
50 problem you'll be able to find an exception.

1 So at the end of the day whether or not you wear a
2 mask or not, Trump will get the electoral votes in
3 South Carolina. I think that's probably statistically
4 likely. So wearing a mask or not wearing a mask is
5 not going to have a political outcome on the national
6 election. But wearing a mask or not wearing a mask
7 may and most likely will have an outcome on the health
8 of our community. The statistics that came out with
9 the paper that said that areas that wore masks were
10 down on corona virus, as opposed to areas that didn't
11 wear masks. It might just be a correlation. Or it
12 may be cause and effect. But I think there's enough
13 evidence there to move forward with some kind of
14 measure.

15 At the end of the day I want to support my city.
16 I want to support my medical center. I want to
17 support some wishes of the people in my party. And I
18 want to support a measure that I think could help us.
19 If it doesn't we can always lift it and move on. And
20 if you have problems with it, I'm sure that a lot of
21 folks who have problems won't wear it at the end of
22 the day.

23 But I joint Ms. Floyd in this effort and I support
24 this motion.

25 TOMMY DUNN: Thank you, Mr. Wooten.
26 Time has expired. We'll have a vote. All in favor of
27 the ordinance signify by raising your hand. All
28 opposed. Show the motion fails with Ms. Floyd and Mr.
29 Wooten in favor; Mr. Davis, Mr. Sanders, Mr. Dunn and
30 Ms. Wilson opposed.

31 GRACIE FLOYD: Okay. Mr. Chair, if I
32 may?

33 TOMMY DUNN: Yes, ma'am.

34 GRACIE FLOYD: If I may? I was
35 talking to somebody about this idea and about doing
36 this and they were very, very pleased. But they asked
37 me, they said, do you think that you could get anybody
38 to vote with you? And I said to them, the only person
39 that will vote for this is Mr. Wooten. Because Mr.
40 Wooten cares and the others are afraid. Thank you.

41 TOMMY DUNN: Moving on to item
42 number 8(a), resolution expressing consent to
43 installation of speed bumps on Governor's Boulevard.
44 Mr. Burns.

45 RUSTY BURNS: Mr. Chairman, I do this
46 at the request of Councilman Wooten. The Homeowners'
47 Association of the Governor's subdivision has
48 requested speed bumps to be placed in that road stated
49 here, and they have agreed to pay the full cost. In
50 order for us to move forward we would have to have the

1 approval of county council.
2 TOMMY DUNN: Councilman Wooten, do
3 you have anything to add or say to this?
4 CRAIG WOOTEN: Yes. This is a unique
5 situation. This area, unfortunately, in the past has
6 had a young child pass away from being hit by a car.
7 And this is a straight-of-way going into a populated
8 neighborhood that can be pretty dangerous. They've
9 approached us in the past about speed bumps, but the
10 ordinance did not provide for it based on the
11 statistical measures that had to be met. Since then
12 the ordinance has been changed and it's currently
13 being paved. And so if you're going to put speed
14 bumps, this is the time to do it because we already
15 have people out there paving. And the homeowners'
16 association said that they would foot the cost for it.
17 So I feel like this is a matter that needs a
18 resolution and an exception to help protect the
19 children of this area.
20 TOMMY DUNN: Do we have a motion to
21 move this forward and put on the floor?
22 CRAIG WOOTEN: So moved.
23 CINDY WILSON: Second.
24 TOMMY DUNN: Motion by Mr. Wooten.
25 Have a second by Ms. Wilson. Now discussion. All in
26 favor of motion show of hands.
27 CINDY WILSON: Just a quick question.
28 TOMMY DUNN: I'm sorry. Ms. Wilson.
29 CINDY WILSON: So the homeowners will
30 pay a thousand dollars and the county a thousand; is
31 that correct?
32 CRAIG WOOTEN: Yes.
33 CINDY WILSON: Okay. Thank you.
34 TOMMY DUNN: All in favor of the
35 motion show of hands. Opposed like sign. Show the
36 motion carries unanimously.
37 Moving on to 8(b).
38 RUSTY BURNS: Mr. Chairman, there is
39 a house, 604 Booker Street, that is partially burned.
40 As you know that area is in a flood plain. Whenever
41 we have heavy rains we usually have to send our rescue
42 personnel in there to remove citizens from that area.
43 We would request two thousand five hundred dollars to
44 allow us to take that house to the ground and dispose
45 of it.
46 TOMMY DUNN: Do we have a motion to
47 put this on the floor?
48 CINDY WILSON: So moved.
49 TOMMY DUNN: Motion Ms. Wilson.
50 Have a second?

1 BRETT SANDERS: Second.
2 TOMMY DUNN: Second Mr. Sanders.
3 Now open the floor for discussion. I'll start off.
4 Mr. Burns, to request that money, we've got the
5 money? Y'all ---
6 RUSTY BURNS: Yes, sir, we do.
7 TOMMY DUNN: Okay. Any more
8 discussion?
9 CINDY WILSON: This is in District 2?
10 TOMMY DUNN: Ms. Wilson. Then we'll
11 go to Ms. Floyd. Ms. Wilson?
12 CINDY WILSON: This is in District 2;
13 correct?
14 TOMMY DUNN: Yep.
15 CINDY WILSON: The folks of this
16 county do care. Thank you.
17 GRACIE FLOYD: What did she say? I
18 didn't hear her.
19 TOMMY DUNN: She wanted to know if
20 this was in District 2 and I said, yes, ma'am. And
21 she says that we do care. Go ahead.
22 GRACIE FLOYD: Yes, it was in District
23 2 and I was trying to speak on behalf of my district,
24 but I'm never allowed to do it until somebody else
25 does it first. But it is District 2. It's been there
26 for a while. We are in the process of tearing down --
27 some of the houses down. In fact, we have been
28 tearing down those houses since 1999, 2000, 2001,
29 2002. We went in there one time and we removed a lot
30 of the houses off the alphabet streets, as well, down
31 there.
32 In fact, District 2 was the first district to work
33 to remove houses. It wasn't done until District 2 did
34 it. But this is one that's been up there for a while.
35 It burned down and it just stayed up until the
36 community started asking questions about it. In fact,
37 one more house was removed before it was removed.
38 But sometimes I think that we don't care. But
39 anyway, it's in my district and I thank Mr. Burns whom
40 I've tried to call several times to thank him, but
41 he's not answering my phone calls lately. But I just
42 want to thank you, Mr. Burns, for finally taking this
43 house down.
44 TOMMY DUNN: Do we have a motion on
45 the floor?
46 GRACIE FLOYD: Yes.
47 CINDY WILSON: Yes, we do.
48 TOMMY DUNN: All in favor of the
49 motion show of hands. Opposed. Show the motion
50 carries unanimously.

1 Moving on to item number 8(c), R2020-020, a
2 resolution designating and approving certain sponsor
3 affiliates in satisfaction of the requirements of
4 Title 12, Chapter 44 of the South Carolina Code so as
5 to allow the sponsor affiliates to qualify for
6 benefits pursuant to fee in lieu of ad valorem taxes
7 arrangement with Anderson County, South Carolina and
8 One World Technologies, Incorporated, and other
9 matters related thereto.

10 Mr. Nelson.

11 BURRISS NELSON: Mr. Chairman, this is
12 a resolution -- and thank you for the opportunity.
13 This is a resolution to add sponsor affiliates by name
14 to the TTI OWT ordinance. In the ordinance itself now
15 it simply says any leased equipment would qualify for
16 the same tax benefits as the company. And all they
17 want to do is name the companies that they're leasing
18 properties from so that they can be able to get the
19 tax advantage within their lease agreement.

20 This has created a problem at the Department of
21 Revenue and of course the Auditor's office, and really
22 in my office, as well, where we have to write a letter
23 to verify that the fee agreement says that these
24 people qualify for TTI and make that verification.

25 TTI has -- now has invested almost two hundred
26 million dollars. All their property taxes are paid
27 and they're current with that. The two hundred
28 million is a little more than they promised. They
29 have created one thousand two hundred thirty-six jobs,
30 which is -- they're on track for the jobs that they
31 have created, and still have a couple of years to
32 finish out just a few jobs.

33 Average pay there is twenty-six dollars seventy-
34 three cents an hour. Total annual payroll of sixty-
35 six million dollars for Anderson County economy.

36 And of course, this comes to council as a request
37 from and recommendation from the Economic Development
38 Advisory Board and the Economic Development staff.

39 Thank you.

40 TOMMY DUNN: Thank you. Do we have
41 a motion to put this on the floor?

42 CINDY WILSON: So moved.

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

45 BRETT SANDERS: Second.

46 TOMMY DUNN: Second Mr. Sanders.

47 Now discussion. All in favor of the motion show of
48 hands. Opposed like sign. Show the motion carries
49 unanimously.

50 BURRISS NELSON: Thank you.

1 TOMMY DUNN: Thank you, Mr. Nelson.
2 Moving on to 8(d), R2020-021, a resolution
3 authorizing the execution and delivery of an
4 Inducement Agreement by and between Anderson County,
5 South Carolina, and Project New, whereby under certain
6 conditions said company will acquire by construction
7 and purchase certain property in Anderson County and
8 Anderson County will execute fee in lieu of tax or
9 lease agreements and provide certain economic
10 development inducements to Project New and execute
11 certain documents and enact certain further
12 legislation for said company's project involving an
13 expected two million nine hundred twenty-five thousand
14 dollars in investment and the creation of an expected
15 thirty-two new jobs. Mr. Nelson.

16 BURRISS NELSON: Thank you, Mr.
17 Chairman. This is a great project opportunity for the
18 Townville Community. It's the first time there's been
19 an economic development announcement out there in over
20 twenty years. This is a project investing 2.7 million
21 dollars. They guarantee a minimum of ten jobs.
22 Anticipate to hire as many as thirty-two. Average
23 wage would be sixteen fifty an hour. Just the ten
24 jobs along would add three hundred and thirty thousand
25 dollars in annual payroll. But this is a first for
26 the Townville Community. It's a negotiated six
27 percent fee for thirty years with forty percent SSRC
28 additional discount of property tax for tax years one
29 through ten.

30 Last year the property paid two hundred and
31 nineteen dollars in property tax. This year -- well,
32 in 2022 when they get the project up and running, the
33 first year will pay thirty-three thousand dollars in
34 property tax. Over thirty years, the next thirty
35 years, will pay one million dollars in property tax.
36 Community impact is 2.4 million in the first year.
37 Twenty year community impact thirty-three million
38 dollars. And of course, the property tax I mentioned
39 already of one million.

40 This comes to council as a recommendation from
41 staff and the Economic Development Advisory Board.
42 And certainly appreciate your consideration.

43 TOMMY DUNN: Thank you, Mr. Nelson.
44 Do I have a motion to put this on the floor?

45 CINDY WILSON: So moved.

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

48 BRETT SANDERS: Second.

49 TOMMY DUNN: Second Mr. Sanders.

50 Now discussion. All in favor of the motion show of

1 hands. Opposed like sign. Show the motion carries
2 unanimously.

3 BURRISS NELSON: Thank you.

4 TOMMY DUNN: Thank you, Mr. Nelson.

5 Moving on to item number 9, donations of old and
6 used assets. Mr. Burns.

7 RUSTY BURNS: Mr. Chairman, you will
8 see before you a list of vehicles that have been
9 requested from the town of Belton, West Pelzer, Meals
10 on Wheels and the final one is the city of Anderson
11 which is a fleet request which is a vehicle which was
12 bought by a grant, so we really can't do anything with
13 it but dispose of it. And so request permission from
14 council to make these actions.

15 TOMMY DUNN: Do we have a motion to
16 move this on the floor?

17 CINDY WILSON: So moved.

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

20 JIMMY DAVIS: Second.

21 TOMMY DUNN: Second Mr. Davis. Now
22 discussion.

23 GRACIE FLOYD: Yes.

24 TOMMY DUNN: Ms. Floyd.

25 GRACIE FLOYD: Mr. Burns, we've
26 talked. Mr. Burns, where can the public find out
27 about these old and used assets?

28 RUSTY BURNS: We post them on the
29 website. Mr. Stone posts everything that we have for
30 sale. It is a public website. And we have people to
31 use that site all the time and bid on these items.

32 GRACIE FLOYD: Okay. But what about
33 people who don't use them all the time? Do you have
34 the address that we can put out there right now so
35 they can look and see?

36 RUSTY BURNS: We can make
37 arrangements to put that on the website, the vehicles
38 that we have.

39 TOMMY DUNN: Excuse me. She's
40 talking about people that don't have a website. Can
41 we just get a phone number out there where they can
42 call Stone?

43 RUSTY BURNS: Sure we can. Yes, we
44 can. We can do that.

45 GRACIE FLOYD: Okay. Could you do it
46 now while we're in the meeting here?

47 RUSTY BURNS: Mr. Stone, is he here?
48 We'll get Mr. Stone's telephone number ---

49 TOMMY DUNN: Mr. Carroll, do they
50 need to call him or Stone?

1 ROBERT CARROLL: It's on Govdeals.
2 TOMMY DUNN: It don't matter if they
3 don't have a computer, though, what we're talking
4 about.
5 RUSTY BURNS: 260-4020.
6 TOMMY DUNN: Call 260-4020. They'll
7 get you the information what you need to know.
8 GRACIE FLOYD: Good.
9 Okay. Mr. Burns, would you please -- you might
10 have mentioned it, but the acoustics is pretty bad in
11 here and it's hard to hear. Could you tell -- did you
12 name the kind of assets and used things that you were
13 going to put out?
14 RUSTY BURNS: I'll be happy to.
15 GRACIE FLOYD: Thank you.
16 RUSTY BURNS: First one is to Belton,
17 it is a 2006 Ford Crown Victoria, estimated value
18 fifteen hundred dollars; to West Pelzer to be used for
19 an animal truck, it's a 2008 Ford 250, two hundred and
20 twelve thousand miles on it, value is eight thousand
21 five hundred dollars; to Meals on Wheels, a 2006 Chevy
22 Tahoe, estimate value is three thousand five hundred
23 dollars; and the grant vehicle, estimated value is ten
24 thousand dollars, but we can't receive ten thousand
25 dollars for it because it was a grant vehicle.
26 TOMMY DUNN: That's all.
27 GRACIE FLOYD: Thank you.
28 TOMMY DUNN: Do we have a motion on
29 the floor?
30 BRETT SANDERS: Yes.
31 TOMMY DUNN: All in favor of the
32 motion show of hands. Opposed like sign. Show the
33 motion carries unanimously.
34 Moving on to item number 9 -- I'm sorry, number
35 10, Mr. Graham asked for this to be pulled. This will
36 be coming up at a later date. The Finance Committee
37 will be meeting, I think probably sometime the first
38 week in September and be making a recommendation.
39 Item number 11, Magistrate Court. I'll refer this
40 to Mr. Burns in just a second, but this has been
41 brought -- asked for information. This is just it's
42 been requested for some pay increases for some
43 magistrates and court operations.
44 Mr. Burns doesn't feel like he had the right to do
45 this and wanted to know what direction. I reached out
46 to the delegation members and namely Chairman Mike
47 Gambrell to set up a meeting with them to talk about
48 this. This not only involves magistrates. It comes
49 to several things that's been appointed by the
50 delegation we've had in the past, the VA office ---

1 RUSTY BURNS: It's those items that
2 really do not come under our purview. While council
3 has the budget authority for it, changes within that
4 budget often cause consternation to us, especially
5 when monies haven't been budgeted for those items. So
6 our request was to (a) make council aware of this; and
7 (b) request a meeting with the senators who are
8 involved and who make the recommendations for
9 magistrates to discuss that which you've already
10 initiated.

11 TOMMY DUNN: And also I lost my
12 train of thought, Voter Registration Director also
13 falls within this thing. So do a study and talk with
14 them and see what their recommendation is because
15 they've got a thing on this. But wanted to bring this
16 to all council members' attention and we'll be
17 updating as follows.

18 Moving on to item number 12, report from the
19 Public Works and Planning Committee. Ms. Wilson.

20 CINDY WILSON: Thank you, Mr.
21 Chairman. The first item that we need to address at
22 our meeting today is the acceptance and approval of
23 the minutes of the June 23rd meeting. Remember, we're
24 all kind of behind with the virus issues.

25 JIMMY DAVIS: Ms. Wilson, I can't
26 hear you down here.

27 CINDY WILSON: You can't?

28 GRACIE FLOYD: Never could.

29 CINDY WILSON: Can you hear me now?

30 TOMMY DUNN: That's good. Yep.

31 CINDY WILSON: We've gotten behind
32 with all of the serious issues of the virus. But the
33 first item that our committee has on our agenda today
34 is the approval of the June 23rd minutes. And if I
35 may have a motion from either Mr. Sanders or Mr.
36 Davis, we can do that.

37 JIMMY DAVIS: I make a motion we
38 approve the minutes from the June 23rd meeting of the
39 Planning and Public Works Committee.

40 BRETT SANDERS: Second.

41 CINDY WILSON: All in favor? So we've
42 accepted that unanimously.

43 The July 22nd meeting minutes have a few
44 clarifications that I'm going to request that we
45 withhold approval until we've gotten that straightened
46 out.

47 And now we will go into the bid for the Starr C &
48 D Landfill. And very quickly I'll give you the
49 background on that. Our C & D Landfill down near
50 Starr really is desperately in need of expanding. And

1 we've been informed that we've got the permits and
2 everything in order and we had a bid. Here we go.

3 It's going to require digging out and moving three
4 hundred thousand cubic yards of gravelly, sandy dirt.
5 A total of fifty-eight cubic yards of dirt will stay
6 onsite. The rest will have to be taken offsite to a
7 place that has a land use permit. It may take at
8 least six months to complete construction for this
9 project. DHEC has permitted. Letters were sent to
10 all neighbors and signatures were received indicating
11 that everyone knows what will be happening at the
12 site. The bid was sent out. The winning bid was Belk
13 Company for two million six hundred and thirty-one
14 thousand and five dollars and sixty-five cents. There
15 were one, two, three, four, five -- there were six
16 bids received and this was the low bidder. And if I
17 may turn this over to Mr. Robert Carroll to proceed
18 from here before we approve it.

19 ROBERT CARROLL: Yes, ma'am. As
20 you said we received six bids out of the eighteen that
21 we sent it to originally. And staff has evaluated it
22 and also our engineers and they recommend award to the
23 Belk Company. It will be roughly a six month project
24 once we get started.

25 CINDY WILSON: Thank you, Mr. Carroll.
26 They are desperate to get started. Our committee
27 approved unanimously to recommend to our full council
28 so I provide that to you as a vote of recommendation
29 from the Planning and Public Works Committee.

30 TOMMY DUNN: Coming from the Public
31 Works Committee, it doesn't need a second. Any
32 discussion? All in favor of the motion show of hands.
33 Opposed like sign. Show the motion carries
34 unanimously.

35 Moving on to item number 4, 12(4).

36 CINDY WILSON: The next item that we
37 discussed was changes, deletions, additions to the
38 Anderson Code of Ordinances regarding land use,
39 especially focusing on addition of notification and
40 posting of subject property and the use of reverse 911
41 calling system to advise adjoining landowners in
42 nearby neighborhoods of new projects and uses in
43 unzoned areas. This has come about particularly with
44 the situation with the RV park. Big projects in
45 unzoned areas don't currently require this intensive
46 situation with notification. Zoned areas we do.

47 Recently -- and I say recently -- within the last
48 four or five months we've had issues where, for
49 example, we had a landfill issue over in my district
50 for a public hearing and the state sent out postcards

1 that many of the landowners adjoining reported they
2 were never notified. We've had other situations where
3 our county sent out postcards and not all of the
4 landowners received them. We basically realize that
5 our U.S. Postal Service has not been as reliable as it
6 once was. And plus you have people moving, changes of
7 addresses, and all sorts of other issues. Even in
8 this age of social media, it's hard to get the word
9 out in the community.

10 Our Administrator recommended, and we used it to
11 great effect on the landfill, was the use of Reverse
12 911 so that those who do have phones can get word. So
13 that gives an additional contact from advertising in
14 the paper the legal notice and posting the property.
15 And we're now requesting as a committee that our
16 county post these larger projects even in unzoned
17 areas and use the Reverse 911 system, in addition to
18 postcards. That way we hope we get the word out.

19 This comes to you with a three and zero unanimous
20 vote for the Planning and Public Works Committee to
21 recommend to full council.

22 TOMMY DUNN: We have a motion from
23 the Committee. Doesn't need a second. Open the floor
24 for discussion.

25 Mr. Burns, I think this is along them same lines.
26 I believe Mr. Davis brought this up. Ain't the county
27 and -- working on an app to do some discussion on this
28 to help out?

29 RUSTY BURNS: Yes, sir.

30 CINDY WILSON: I'm sorry. This was
31 another idea that was developed that can be of help
32 here.

33 TOMMY DUNN: Mr. Williamson, is that
34 coming up pretty good, getting close to happening?

35 RUSTY BURNS: We have some ideas that
36 Mr. Williamson does that we will meet with the Public
37 Works Committee to discuss in detail which way exactly
38 they want to go. But yes, sir, we're working towards
39 that.

40 TOMMY DUNN: Thank you. Any more
41 discussion? All in favor of the motion show of hands.
42 All opposed like sign. Show the motion carries with
43 Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Wooten and Ms.
44 Wilson in favor. Ms. Floyd opposes.

45 GRACIE FLOYD: No. Mrs. Floyd voted
46 for it. You're a little late, but I voted for it.

47 TOMMY DUNN: Okay. Ms. Floyd voted
48 late and she voted for it.

49 Moving on, Ms. Wilson.

50 CINDY WILSON: We also discussed, but

1 did not declare decisively how to handle the situation
2 with special exceptions in zoned areas. We think that
3 some of the special exceptions should go under
4 commercial use type zoning such as communications
5 towers, childcare centers, private recreation areas
6 and so forth. And our Planning Department is working
7 on those issues now.

8 For example, we have no regulations on Bed and
9 Breakfasts and Air B&B and we discovered that I think
10 we're seventh in the world for Air B&B. So we've had
11 some -- I think DNR had some issues with that out on
12 the lake, so we'll be working with that with our
13 public to come up with something that's appropriate.

14 The other matter that we discussed at great length
15 was changes, deletions, additions to the Anderson Code
16 of Ordinances regarding land use requiring eight
17 thousand square foot lots to be changed to fifteen
18 thousand square foot lots or a developer may choose to
19 cluster on smaller parcels but required to have the
20 difference of fifteen thousand square feet reserved in
21 green or undeveloped area around the cluster in
22 unzoned areas.

23 From the developer's perspective, the more
24 buildings they can cram on to an acre, it costs them
25 less to develop. From the county and the public's
26 perspective, you have incredible issues with storm
27 water runoff now that we're in a rain cycle. You have
28 from the public safety people expressions of concern
29 where you have people highly densely populated in an
30 area the crime increases. And there are all sorts of
31 things. But we are concerned that with allowing the
32 developers to look at the conservation design type
33 projects they can still save money by clustering and
34 working with the county on those type measures that
35 will still provide them the savings but won't be as
36 dense for the storm water runoff concerns and so
37 forth.

38 So we had this discussion. This is in the unzoned
39 areas. In zoned areas there is a twenty-five percent
40 change that is allowed when you have sewer.

41 So this comes to you with a vote of -- unanimous
42 vote from the Planning and Public Works Committee
43 meeting that the eight thousand square feet be changed
44 to fifteen thousand square feet for a single lot in
45 sewer and unzoned areas. And seventy-five hundred
46 square feet for twin home lots on sewer with a total
47 of fifteen thousand square feet per building lot.

48 So that's what we bring to you for council
49 approval.

50 TOMMY DUNN: Coming from the Public

1 Works Committee, it doesn't need a second. Open the
2 floor for discussion. I'm going to start off.

3 This is only first reading. It takes three
4 readings for something to become an ordinance. I've
5 reached to Mr. Wilson and Mr. Davis mainly who come up
6 with this idea. I will support it on first reading.
7 I think it's got some work to be done. I would like
8 to see us -- we met, the committee met here a few
9 weeks ago on some flag lot issues with some different
10 folks and they had some good ideas; not only on flag
11 lots but on different roads being built in the county.
12 And that's something I'd like this committee, the
13 Planning and Development Department and Standards to
14 reach out, let's have some discussion and get
15 something worked out that'll be great for our citizens
16 of Anderson County.

17 Most of the developers, especially local
18 developers in Anderson County want to take and take
19 care of the county and there's a fine line there of
20 making a profit and being good stewards of the county
21 and making sure something happens. And I think we can
22 get something in this worked out with us all sitting
23 down and talking and listening to both sides and
24 coming up with some things. I'll heel my time now and
25 go back if anyone else has anything. Mr. Sanders or
26 Mr. Davis?

27 JIMMY DAVIS: Mr. Chair.

28 TOMMY DUNN: Mr. Davis.

29 JIMMY DAVIS: You know, I want to
30 bring to the point, you know, one of the things that
31 we really are struggling with as a county is storm
32 water runoff. And as we continue to grow as a county,
33 we're continuing to see major problems with storm
34 water runoff. And it's no hidden fact that we as a
35 county are behind on what we need to do with all this
36 water that's running off asphalt and concrete. And
37 we've got some major hurdles. And I think this move
38 here would help us with having more green space in a
39 development that would reduce that storm water runoff.
40 Thank you, Mr. Chair.

41 TOMMY DUNN: Thank you. Anyone
42 else?

43 CINDY WILSON: May I quickly point out

44 ---

45 TOMMY DUNN: Ms. Wilson.

46 CINDY WILSON: --- I failed to mention
47 that under the potential conservation subdivision a
48 developer can go down to six thousand square foot
49 lots, but it's tied to conservation and open space,
50 too. Thank you.

1 TOMMY DUNN: Thank you.
2 All in favor of the motion show of hands. All
3 opposed. Show the motion carries with Mr. Davis, Mr.
4 Sanders, Mr. Dunn, Mr. Wilson in favor. Mr. Wooten
5 and Ms. Floyd opposes.
6 Mr. Burns, -- go ahead.
7 BRETT SANDERS: This will go back
8 before the committee before we vote again; right?
9 TOMMY DUNN: We've got two more
10 times.
11 Ms. Wilson, did you have something?
12 CINDY WILSON: This concludes our
13 presentation for this meeting. Thank you.
14 TOMMY DUNN: Thank you.
15 CINDY WILSON: We'll get together
16 again soon.
17 TOMMY DUNN: Mr. Burns.
18 RUSTY BURNS: Sir?
19 TOMMY DUNN: And I know this is in
20 its committee and I know it's hard now with all this
21 we've got going on, but will you get with Ms. Hunter
22 and try to set a meeting up with this committee and
23 the people in the community?
24 RUSTY BURNS: Yes, sir.
25 TOMMY DUNN: Just the developer and
26 the public. And it might take three or four meetings
27 to get -- to have input to get back on this thing and
28 see that. And I've talked to Ms. Hunter and she's got
29 some good ideas, too, and her folks, too. Okay?
30 RUSTY BURNS: Yes, sir.
31 BRETT SANDERS: And some engineers
32 involved, too.
33 TOMMY DUNN: That's right.
34 GRACIE FLOYD: Also, Mr. ---
35 TOMMY DUNN: Ms. Floyd.
36 GRACIE FLOYD: --- Chairman, I would
37 like for somebody to give us some more information.
38 For example, deletion of some uses allowed under
39 special exceptions. Let's bring a copy of the special
40 exceptions to the group in zoned areas so we can see
41 what you're talking about. Okay. And the last one,
42 as well. Instead of telling us what you're going to
43 -- what you're going to do, help us understand what
44 you're going to do. Thank you.
45 TOMMY DUNN: Yes, ma'am. Keep in
46 mind a special exception is already in the code book.
47 It's defined out there.
48 GRACIE FLOYD: Well, give us page
49 numbers.
50 TOMMY DUNN: I'll get somebody to

1 give it to you if you don't have it. It's not that
2 new. It's been in there for ten years or better, but
3 we'll get that to you.

4 GRACIE FLOYD: Thank you.

5 TOMMY DUNN: At this time we're
6 going to take a five minute break. I've got to
7 regroup on this Public Safety Committee. Mr. Graham
8 ain't here. We won't be but five minutes and we'll be
9 back.

10 **BREAK**

11 CINDY WILSON: May I make the motion
12 that we go into executive session to discuss franchise
13 agreements ---

14 TOMMY DUNN: Not quite yet. We're
15 going to finish up a few things here on ---

16 CINDY WILSON: Okay.

17 TOMMY DUNN: --- EMS report if we
18 could.

19 CINDY WILSON: I'm sorry. I was
20 misinformed.

21 TOMMY DUNN: At this time we're at
22 item number 13. Call the council meeting back into
23 session. At this time report from the Public Safety
24 Committee meeting held on Thursday, August 14, 2020.

25 Approval of the minutes of the July 2nd meeting
26 will be put off until Mr. Graham is here.

27 Discussion of EMS billing fees will be put off
28 until Mr. Graham is able to attend.

29 We're going to go on to item number 6, QRVs in
30 outlying areas. I'm going to let Mr. Burns cover
31 that. Or Steve?

32 BRETT SANDERS: Was this meeting August
33 the 2nd? Are you sure it wasn't August instead of
34 July?

35 JIMMY DAVIS: It wasn't in July.

36 TOMMY DUNN: I'm sorry. The meeting
37 was in August but the approval of Public Safety
38 minutes that was July 2nd.

39 BRETT SANDERS: Okay. I'm sorry.

40 TOMMY DUNN: I'm already crazy
41 enough. I don't need no help getting me there, now.

42 We're going to go now and we'll let our EMS
43 Director Steve Kelley and his assistant Don Cowan
44 discuss the QRVs in outlying areas. Then we're going
45 to have executive session. Go ahead.

46 STEVE KELLEY: I guess you're talking
47 about the Williford-Ebenezer?

48 TOMMY DUNN: Williford-Ebenezer,
49 yes, sir.

50 STEVE KELLEY: Williford-Ebenezer were

1 previously covered with MedShore Ambulance Service.
2 Still currently are. They gave us written notice that
3 they were wanting to move out of those stations.
4 JIMMY DAVIS: Mr. Kelley, you need to
5 get real close to that microphone because I can't hear
6 a word you're saying.
7 STEVE KELLEY: Sorry. We did receive
8 written notice from them that they would like to step
9 out of those contracts in order to utilize those units
10 in the city to provide better coverage. So we have
11 made plans now to replace those units with QRVs.
12 TOMMY DUNN: Anderson County?
13 STEVE KELLEY: Anderson County, yes,
14 sir.
15 TOMMY DUNN: Y'all are staffing
16 them?
17 STEVE KELLEY: Correct.
18 JIMMY DAVIS: And what is a QRV?
19 STEVE KELLEY: A normal ambulance is
20 going to be staffed with one paramedic and one EMT and
21 can transport. The QRV is going to be solely based
22 paramedic with all the same equipment.
23 TOMMY DUNN: And also -- I'm asking
24 now, this is -- my understanding coming from the
25 Public Safety Committee, at a cost -- it'll be the
26 same that we was paying. It don't be no more than
27 what we was paying.
28 STEVE KELLEY: It will be the same, if
29 not a little bit less than what we were contracted out
30 with the ambulances. Those QRVs in areas kind of we
31 refer to as covering dirt. They're in areas that we
32 want to improve the coverage of getting somebody on
33 the scene, but there's not really a high call volume.
34 TOMMY DUNN: And we're also going to
35 try this out, for better lack of term, temporary until
36 we see what the bigger picture is.
37 STEVE KELLEY: Correct. We're
38 expecting with national trends with the COVID stuff,
39 that EMS coverage, finances, everything like that is
40 going to start having a hard time over the next couple
41 of months. So temporarily we are replacing them with
42 QRVs, not ambulances, and we'll re-evaluate it, you
43 know, six, eight, ten months down the road.
44 TOMMY DUNN: And Mr. Burns or Mr.
45 Harmon, one, I'm assuming council's got to vote on
46 this, put this on the floor and vote on this?
47 Okay. Coming from the Public Safety Committee ---
48 GRACIE FLOYD: Wait a minute. I have
49 questions.
50 TOMMY DUNN: We're going to have

1 discussion. We've got to get it on the floor if we're
2 going to have discussion. Believe me, everybody's
3 going to get a chance to talk. Promise you. We've
4 got to get it on the floor to be able to discuss it.
5 Coming from the Public Safety Committee, it doesn't
6 need a second. So, Ms. Floyd, you can start it off
7 and then Mr. Sanders.

8 GRACIE FLOYD: Okay. QRVs came up a
9 couple of years ago when we first got them in here.
10 It was a big fuss. Ebenezer wanted it and they were
11 going to put it somewhere else. And I think Ebenezer
12 got it; am I correct?

13 STEVE KELLEY: I didn't hear the last
14 part she said.

15 TOMMY DUNN: Yes, ma'am. Years ago.

16 GRACIE FLOYD: Okay. Well, why are
17 they trying to get rid of it now? Is that the point?
18 That's what you're making here?

19 STEVE KELLEY: We provide them seven
20 thousand five hundred dollars per month for that
21 ambulance. It probably costs plus of thirty thousand
22 dollars just to staff that ambulance twenty-four hours
23 a day. So they're massively losing money on it.

24 GRACIE FLOYD: But I thought that a
25 couple of years ago when it first -- the whole thing
26 was being done, I thought they said that they could
27 handle it and they wanted it, you know.

28 STEVE KELLEY: Then it is not as bad
29 as it is now with the COVID and the reimbursements and
30 everything like that.

31 GRACIE FLOYD: So are we going to have
32 to put more money in it? We're going to have to pay
33 more money now?

34 STEVE KELLEY: No. Currently with us
35 replacing with the QRVs, we're going to stay at the
36 same budget level or just a little bit below.

37 GRACIE FLOYD: Okay. Explain to the
38 people what QRV -- we have some new folks up here and
39 they don't know anything at all about what I'm talking
40 about. But ---

41 STEVE KELLEY: QRV is just short talk
42 for us with a quick response vehicle.

43 GRACIE FLOYD: That's right. Yeah.

44 DON COWAN: Essentially ---

45 TOMMY DUNN: Go ahead, Mr. Cowan.

46 DON COWAN: Essentially, Ms. Floyd,
47 what we're looking at is to -- the most important
48 thing for us is to get somebody on the scene that can
49 provide care. Transport is secondary. Get anybody
50 kind of tranquil, but I've got to get people there

1 that can provide medical care. So by getting the
2 paramedics there sooner and the quick response, we
3 have somebody that's there to initially start the care
4 on the patient. Then we can worry about the
5 transport.

6 Right now, across the United States, there is a
7 tremendous shortage of paramedics and EMTs. Services
8 are actually closing across the United States right
9 now because personnel are out due to COVID crisis or
10 they just don't want to do this kind of work any more.
11 So we're being forced to make some significant
12 decisions in providing good care to the county. And
13 one of those ways of doing that is putting quick
14 response vehicles out there that will allow a
15 paramedic to arrive on scene very quickly, provide the
16 care and then be backed up by one of the other
17 agencies, MedShore, one of the other squads, to do the
18 transports. And then our paramedic will essentially
19 ride with that patient to the hospital. That really
20 puts us in the step to assure that all we're concerned
21 about is the quality of patient care. Nothing else,
22 but just taking care of the patient.

23 This is going to be a short-term fix. But to be
24 honest with you, this may eventually be a long-term
25 fix. Because with the great shortage of paramedics
26 across the United States right now, and even EMTs,
27 we're going to have to make do with a lot less and
28 cover a lot more. That's essentially the concept
29 behind the QRV.

30 But a better way for everybody to accept it is if
31 you're having a heart attack the most important person
32 to be there right then is the paramedic who can give
33 you the lifesaving skills and the drugs and the
34 therapy to then get you transported.

35 GRACIE FLOYD: May I finish?

36 TOMMY DUNN: Yes, ma'am.

37 GRACIE FLOYD: Okay. That's Stone

38 over there; isn't it?

39 TOMMY DUNN: That's Steve Kelley.

40 GRACIE FLOYD: Steve, I'm sorry, dear.

41 STEVE KELLEY: I answer to Stone, too.

42 GRACIE FLOYD: Do what?

43 TOMMY DUNN: He said he can answer

44 to Stone. Go ahead.

45 GRACIE FLOYD: Okay. I'm sorry about
46 that; okay? Steve, back to what I was saying. What I
47 don't understand now, I know you might have said it,
48 but like I said, the acoustics is bad in here. Would
49 you tell me again. My question is, it will not be --
50 it will be taken from Ebenezer? Are we saying that?

1 TOMMY DUNN: No, ma'am.
2 STEVE KELLEY: No. The ambulances
3 that are currently at Ebenezer and Williford, we'll
4 move out of those stations and move back to the city.
5 TOMMY DUNN: And be replaced ---
6 STEVE KELLEY: And be replaced with a
7 paramedic staffed quick response vehicle.
8 GRACIE FLOYD: Okay. But what about
9 the QVR (verbatim)?
10 STEVE KELLEY: That's what we're going
11 to place back in there, is the quick response
12 vehicles.
13 GRACIE FLOYD: Never mind. Yeah. We
14 have to talk later.
15 STEVE KELLEY: Okay.
16 GRACIE FLOYD: Because I'm getting
17 information here that I've heard before, years ago.
18 And now it seems like everything is changing and I
19 want to know. Okay. So I will give you a call or you
20 call me tomorrow.
21 STEVE KELLEY: We can do that.
22 GRACIE FLOYD: After one-thirty.
23 TOMMY DUNN: Mr. Sanders.
24 BRETT SANDERS: Yes, sir, Mr. Kelley, I
25 think we were discussing, the QRVs, they're going to
26 be full time or the twelve-hour shifts? I can't
27 remember.
28 STEVE KELLEY: We kind of figured it
29 out. We started out on a fifty/fifty. We ended up
30 settling for more like forty-five-ish. It's going to
31 be shy of just one full time employee for each unit.
32 BRETT SANDERS: So they'll actually
33 have more QRV time down there than they were being
34 provided with prior?
35 STEVE KELLEY: Correct.
36 BRETT SANDERS: Okay. Thank you.
37 JIMMY DAVIS: Mr. Chair?
38 TOMMY DUNN: Mr. Davis, go ahead.
39 JIMMY DAVIS: What we're going to end
40 up with is better coverage than we have now in those
41 areas than we currently have. We're going to have
42 better coverage with more qualified people and better
43 care to the citizens of Anderson County. The
44 transport will still be there if the transport is
45 needed. But the care from the paramedic side will be
46 better than what we currently have. Right, Don?
47 DON COWAN: Yes, sir.
48 JIMMY DAVIS: So we're going to have
49 better coverage, better care and the transport is
50 still available if needed for not any more money for

1 the taxpayer. And to me that's a win/win.

2 Thank you, Mr. Chair.

3 TOMMY DUNN: Thank you. All in
4 favor of the motion show of hands. All opposed.
5 Abstentions. Show the motion carries with Mr. Davis,
6 Mr. Sanders, Mr. Dunn, Mr. Wooten and Ms. Wilson in
7 favor. Ms. Floyd abstains.

8 Moving on to item number 7. Need a motion to go
9 into executive session to discuss franchise agreements
10 and contracts. And also, we're going to take out 14
11 while we're here, EMS contract discussion on Priority
12 One.

13 CINDY WILSON: So moved.

14 TOMMY DUNN: Motion Ms. Wilson. We
15 have a second by Mr. Sanders. All in favor of the
16 motion show of hands. Show the motion carries. We're
17 going to step right back here. Won't be gone long.

18 **EXECUTIVE SESSION**

19 CINDY WILSON: ... come out of
20 executive session, having received information
21 regarding franchise agreements and contracts, with no
22 decisions made. Thank you.

23 TOMMY DUNN: Thank you, Ms. Wilson.
24 We have a motion to come out of executive session.
25 All in favor of the motion show of hands. Show the
26 motion carries unanimously.

27 Show Ms. Floyd has left.

28 We're going to move on now. Going back -- this
29 coming from the Public Safety Committee meeting, so we
30 don't need a second on this. But I'll open up for
31 discussion of EMS, the billing fees. And this will
32 need a motion, too. Mr. Harmon, you want to put them
33 out for the record. This is for the insurance to help
34 our EMS providers. Go ahead.

35 LEON HARMON: Yes, it would be for
36 insurance and private pay. There would be rate
37 increases for ALS Emergencies that would go from the
38 current rate of nine hundred dollars to fifteen
39 hundred seventy-five dollars; for ALS 2 from one
40 thousand two hundred twelve dollars to two thousand
41 two hundred twelve dollars; ALS non-emergency from
42 eight hundred and forty dollars to one thousand four
43 hundred seventy dollars; BLS Emergency from seven
44 hundred dollars to one thousand two hundred twenty-
45 five dollars; BLS non-emergency from five hundred
46 forty dollars to nine hundred forty-five dollars;
47 mileage increase for ALS from twenty-two twenty to
48 thirty-eight eighty-five per mile; and BLS increase
49 from -- it would be the same increase, from twenty-two
50 twenty to thirty-eight eighty-five per mile.

1 TOMMY DUNN: Thank you. Do we have
2 a motion to move this forward?
3 JIMMY DAVIS: So moved.
4 CINDY WILSON: So moved.
5 TOMMY DUNN: Motion Mr. Davis;
6 second Ms. Wilson. Now discussion.
7 JIMMY DAVIS: Mr. Chair.
8 TOMMY DUNN: Mr. Davis.
9 JIMMY DAVIS: I just want to be
10 clear. What we're voting on here is increasing the
11 rates that the EMS providers can charge private
12 insurance companies. So this has no effect on
13 medicare or medicaid, but our EMS providers are -- in
14 essence some of them are starving to death largely due
15 to COVID-19 because a lot of people wouldn't go to the
16 hospital. So the EMS providers would show up and
17 treat somebody, but they wouldn't get the transport
18 because people wouldn't go. So we've got a -- because
19 of COVID-19, our wonderful EMS providers -- most of
20 them are wonderful -- have been starving to death. So
21 what this is going to do is it's going to allow the
22 carriers, the EMS providers, to be able to charge the
23 private insurance companies more and will be actually
24 more in line with some of our neighboring counties,
25 which we've always been on the lower end of the
26 spectrum, and so this is kind of getting us into
27 shape. And it will help those carriers stay afloat,
28 you know, basically, is what we're doing here.
29 But once again, this has no effect on medicare or
30 medicaid patients. Thank you, Mr. Chair.
31 TOMMY DUNN: Thank you. Anyone
32 else? All in favor of the motion show of hands. All
33 opposed like sign. Show the motion carries
34 unanimously.
35 Moving on, discussion concerning franchise
36 agreements. We hope to be voting on that next council
37 meeting. We've already got these agreements in place.
38 It's just tightening them up and putting fines in
39 place or what not. That will be something that will
40 be voted on. Hopefully have everything ready by next
41 council meeting.
42 Next is make the motion to place three QRVs in
43 Zone 9 to rapid response to emergency calls with
44 MedShore for -- to provide the cost of this --
45 MedShore will provide the cost for this service that
46 we discussed in executive session -- as we discussed
47 in executive session. It's not costing the county.
48 It's going to be -- and anybody else -- any other
49 district that we represent, you get the same deal if
50 you want it. See the gentleman right over there. Put

1 that in the form of a motion.
2 CINDY WILSON: Second.
3 TOMMY DUNN: Second Ms. Wilson.
4 Open the floor up for discussion. All in favor of the
5 motion show of hands. Opposed like sign. Show the
6 motion carries unanimously. I want to thank the
7 Public Safety Committee for all their hard work.
8 Still got work to do.
9 Does anyone have any appointments?
10 Request by council members. Mr. Davis.
11 JIMMY DAVIS: Thank you, Mr. Chair.
12 If I could I would make all three of these at one
13 time.
14 TOMMY DUNN: Yes, sir.
15 JIMMY DAVIS: From the District 6
16 recreation fund/special projects fund, I would like to
17 allocate CESA Tri-County Soccer six thousand dollars.
18 I would like to allocate PLAY, Powdersville League of
19 Youth, five thousand dollars. And the Distinguished
20 Young Women of Anderson County, three hundred dollars.
21 And I make that in the form of a motion.
22 TOMMY DUNN: Have a motion by Mr.
23 Davis. Have a second?
24 BRETT SANDERS: Second.
25 TOMMY DUNN: Second Mr. Sanders.
26 Any discussion? All in favor of the motion show of
27 hands. All opposed like sign. Show the motion
28 carries unanimously.
29 Mr. Sanders.
30 BRETT SANDERS: Yes, sir, if I could, I
31 would like to group two from my rec fund. I would
32 like to contribute three hundred dollars to the
33 Anderson Pregnancy Care -- I take that back, that was
34 five hundred for Anderson Pregnancy Care. And
35 Distinguished Young Women, I'd like to do three
36 hundred, please sir. Put that in the form of a
37 motion.
38 CINDY WILSON: Second.
39 TOMMY DUNN: Have a motion Mr.
40 Sanders; second Ms. Wilson. Any discussion? All in
41 favor of the motion show of hands. All opposed like
42 sign. Show the motion carries unanimously.
43 Mr. Wooten.
44 CRAIG WOOTEN: Yes, sir. Before she
45 left, Ms. Floyd asked me to make an allocation for
46 her. She wanted to allocate eight hundred and twenty
47 dollars to the group The Zone Service for summer camp.
48 This is summer camp with three meals and field trips
49 and arts and crafts in her district. I put that in
50 the form of a motion.

1 TOMMY DUNN: Have a motion by Mr.
2 Wooten for District 2. Do we have a second?
3 BRETT SANDERS: Second.
4 CINDY WILSON: Second.
5 TOMMY DUNN: Second Mr. Sanders.
6 Any discussion? All in favor of the motion show of
7 hands. All opposed like sign. Show the motion
8 carries unanimously.
9 Mr. Wooten.
10 CRAIG WOOTEN: Yes, for District 1, I
11 wanted to allocate five thousand dollars to the
12 Anderson Pregnancy Care. And then another group that
13 has requested -- it wasn't on the agenda, but I know
14 that we we've allocated to them in the past and that
15 we have all of their non-profit status on file. It's
16 Camp Proverbs. And so I want to do five thousand
17 dollars to Anderson Pregnancy Care and then one
18 thousand dollars to Camp Proverbs. Put that in the
19 form of a motion.
20 TOMMY DUNN: Have a motion Mr.
21 Wooten. Have a second?
22 BRETT SANDERS: Second.
23 TOMMY DUNN: Second Mr. Sanders.
24 Any discussion? All in favor of the motion show of
25 hands. All opposed like sign. Show the motion
26 carries unanimously. Anything else, Mr. Wooten.
27 CRAIG WOOTEN: I'm going to have to
28 leave a little bit early. I'm running up against a
29 work conflict, and so I'm just going to step out.
30 TOMMY DUNN: Thank you. Appreciate
31 it.
32 Ms. Wilson.
33 CINDY WILSON: I'll do mine next
34 meeting. Thank you.
35 TOMMY DUNN: Okay. District 5 would
36 like to appropriate out of its special account,
37 appropriation three hundred dollars for the
38 Distinguished Young Women and five hundred dollars for
39 the Anderson Pregnancy Care. Put that in the form of
40 a motion.
41 CINDY WILSON: Second.
42 TOMMY DUNN: Second Ms. Wilson. Any
43 discussion? All in favor of the motion show of hands.
44 Opposed like sign. Show the motion carries
45 unanimously.
46 Moving on to the administrator's report.
47 RUSTY BURNS: Nothing at this time,
48 Mr. Chairman.
49 TOMMY DUNN: Thank you. Now moving
50 on to citizens comments. When Mr. Harmon calls your

1 name, you have three minutes. Please state your name
2 and district for the record and address the chair.

3 Mr. Harmon.

4 LEON HARMON: Mr. Chairman, we have
5 one citizen signed up, Bobby Simmons.

6 BOBBY SIMMONS: Bobby Simmons, District
7 2. Each time I come to the county council meeting, I
8 want to hear something about what we're doing for our
9 youth. I would like to hear that the county council
10 is doing things to help the youth.

11 I remember when I was growing out, each side of
12 town had baseball team that was supported by the Coca-
13 Cola Company, Pepsi Cola Company, and each team, they
14 played each other and they had a good time, and the
15 family come out and watched the team, so it was like a
16 family thing. I haven't seen that lately. And I
17 think that when the county council do their planning
18 maybe they would kind of save a little money or plan a
19 little bit for the youth. Remember, the youth is
20 going to be -- it's the future for us. And in what,
21 twelve years, fifteen years, they probably might be
22 sitting in your job. So it's time for us to do
23 something for the youth.

24 I feel like that we could have teams like tennis
25 team or golf team or bowling team sponsored by
26 companies and they could compete against one another
27 and be a good feeling for one another. And so that is
28 my request for the day is to ask the county council to
29 consider looking into things that they can do for the
30 youth. There are a lot of people that I believe would
31 volunteer to do these jobs. Some of them really don't
32 have to be really paid, but you need to initiate --
33 you need someone to initiate the job.

34 And I thank you for listening to me and I hope
35 that you can come to some conclusion that this is
36 something that we need, something that we need to do
37 while the youth -- not for our self but for our youth.
38 Thank you very much for your time.

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

41 TOMMY DUNN: At this time comments
42 from council members. Mr. Davis.

43 JIMMY DAVIS: Nothing, sir.

44 TOMMY DUNN: Mr. Sanders.

45 BRETT SANDERS: Not at this time, sir.

46 TOMMY DUNN: Thank you. Ms. Wilson.

47 CINDY WILSON: Thank you, Mr.

48 Chairman. Just wanted to quickly ask my fellow
49 Planning and Public Works Committee people if we could
50 possibly meet next Wednesday, September 2nd? Would

1 that work for y'all?
2 JIMMY DAVIS: Yes, ma'am.
3 CINDY WILSON: Middle of the day?
4 TOMMY DUNN: Mr. Davis said yeah.
5 CINDY WILSON: Okay. Thank you.
6 We'll block that out.
7 JIMMY DAVIS: Are we talking about
8 noon?
9 CINDY WILSON: That would be good if
10 it's good for y'all.
11 JIMMY DAVIS: Okay.
12 CINDY WILSON: Okay. Thank you.
13 TOMMY DUNN: Anyone else?
14 Mr. Burns, if you would try to get that meeting
15 set up I asked for development standards, developers
16 and all that with Ms. Wilson's committee.
17 RUSTY BURNS: Yes, sir.
18 TOMMY DUNN: And any other council
19 members that want to come. Appreciate it. And also
20 please keep in mind, thoughts and prayers, the
21 Garrison family.
22 Meeting adjourned.
23
24 **(MEETING ADJOURNED AT 2:15 P.M.)**

WHEREAS, in 2017, the Company approached the County regarding its desire to expand the Project by making additional investments in the County, including additional real property improvements and personal property expenditures related to the construction of certain office and research and development facilities at the Project site (“2017 Expansion Project”); and due to the additional investments contemplated for the 2017 Expansion Project, the County approved, by County Council Ordinance No. [] adopted [DATE], that certain First Amendment to the 2015 Fee Agreement (“2017 First Amendment”) providing for enhanced SSRC benefits to the Company; and

WHEREAS, in 2020, the Company approached the County regarding its desire to formally add multiple legal entities to the 2015 Fee Agreement, as amended by the 2017 First Amendment. The County formally approved [ENTITIES] as sponsor affiliates pursuant to that certain County Council Resolution dated [DATE]; and

WHEREAS, as of December 31, 2019, the Company has invested more than \$194,000,000 and created approximately 420 new full-time equivalent jobs in the County, surpassing the 2015 Investment Commitment and 2015 Jobs Commitment; and

WHEREAS, in 2020, the Company approached the County regarding its desire to again expand the Project by making additional investments in the County consisting of approximately \$35,000,000 in Economic Development Property (“2020 Expansion Project and, together with the 2015 Project and the 2017 Expansion Project, the “Project”); and in recognition of the overperformance of the Company, the County has agreed to amend the 2015 Fee Agreement, as amended by the 2017 First Amendment, to provide for enhanced SSRC benefits to the Company as described in more detail in the Amended & Restated FILOT Agreement attached hereto as **Exhibit A**; and

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

WHEREAS, pursuant to the MCIP Act and the MCIP Agreement and as a further inducement to the Company to locate the Expanded Project in the County, the County desires to (i) locate the Expanded Project in the Park and (ii) grant certain Infrastructure Credits against the Company's FILOT payments made to the County in connection with the Expanded Project for purposes of assisting the Company in paying for qualifying Infrastructure expenditures relating to the Expanded Project; and

WHEREAS, the County Council desires to amend the FILOT Agreement to (i) provide for additional infrastructure credits and provide for other provisions reflective of the Expanded Project; and

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

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of an Amended and Restated Fee in Lieu of *Ad Valorem* Taxes and Incentive Agreement, attached hereto as **Exhibit A** (“Amended & Restated FILOT Agreement”), which is reflective of the Expanded Project and which the County proposes to execute and deliver; and

WHEREAS, it appears that the Amended & Restated FILOT 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:

Section 1. *Project Finding.* 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 Amended & Restated FILOT Agreement.* The form, terms, and provisions of the Amended & Restated FILOT Agreement presented to this meeting, attached hereto as **Exhibit A**, and filed with the Clerk to County Council are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Amended & Restated FILOT Agreement was set out in this Ordinance in its entirety. The Chair of County Council is authorized and directed to execute the Amended & Restated FILOT Agreement with any minor modifications and revisions as may be approved by the Chair of County Council, the County Administrator, and the County Attorney, in the name of and on behalf of the County, and the Clerk to County Council is authorized and directed to attest the same; and the Chair of County Council, the County Administrator, and the County Attorney are further authorized and directed to deliver the executed Amended & Restated FILOT Agreement to the Company.

Section 3. *Grant of Special Source Revenue Credits.* The County approves the grant of certain special source revenue credits to [Project Cutter] to reimburse [Project Cutter] for certain eligible infrastructure expenditures pursuant to the MCIP Act and the Infrastructure Credit Act, as more particularly described in the Amended & Restated FILOT Agreement attached hereto as **Exhibit A**.

Section 4. *Further Acts.* The County Council authorizes 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 their parts in conflict with this Ordinance are, to the extent of that conflict 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.

Done in meeting duly assembled this _____ day of _____, 2020.

ANDERSON COUNTY COUNCIL:

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

READINGS:

First reading: August 25, 2020
Second reading:
Public hearing:
Third reading:

EXHIBIT A

Amended & Restated FILOT Agreement

[ATTACHED]

AMENDED & RESTATED

FEE-IN-LIEU OF *AD VALOREM* TAXES AND ECONOMIC DEVELOPMENT AGREEMENT

BY AND BETWEEN

[PROJECT CUTTER]

AND

ANDERSON COUNTY, SOUTH CAROLINA

**Originally Dated as of
May 8, 2015**

**Amended & Restated as of
[DATE], 2020**

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
1221 MAIN STREET, SUITE 1100
COLUMBIA, SOUTH CAROLINA 29201
(803) 255-8000**

TABLE OF CONTENTS

		Page
ARTICLE I DEFINITIONS		
Section 1.1	<i>Terms</i>	3
ARTICLE II REPRESENTATIONS AND WARRANTIES		
Section 2.1	<i>Representations of the County</i>	5
Section 2.2	<i>Representations of the Company</i>	6
Section 2.3	<i>Representations of the Sponsor Affiliate</i>	6
ARTICLE III FILOT PAYMENTS		
Section 3.1	<i>Negotiated Payments</i>	6
Section 3.2	<i>Special Source Revenue Credit</i>	8
Section 3.3	<i>FILOT Payments on Replacement Property</i>	8
Section 3.4	<i>Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty</i>	9
Section 3.5	<i>Place and Allocation of FILOT Payments</i>	9
Section 3.6	<i>Removal of Equipment</i>	9
Section 3.7	<i>Damage or Destruction of Project</i>	9
Section 3.8	<i>Condemnation</i>	10
Section 3.9	<i>Maintenance of Existence</i>	10
Section 3.10	<i>Confidentiality/Limitation on Access to Project</i>	10
Section 3.11	<i>Addition of Sponsor Affiliates</i>	11
Section 3.12	<i>Assignment and Subletting</i>	11
Section 3.13	<i>Events of Default</i>	11
Section 3.14	<i>Remedies on Default</i>	12
Section 3.15	<i>Collection of FILOT Payments</i>	12
Section 3.16	<i>Remedies Not Exclusive</i>	12
Section 3.17	<i>Leased Equipment</i>	12
Section 3.18	<i>Waiver of Recapitulation Requirements</i>	13
Section 3.19	<i>Fiscal Year; Property Tax Year</i>	13
Section 3.20	<i>Reports; Filings</i>	13
Section 3.21	<i>Payment of Administrative Expenses</i>	13
ARTICLE IV MISCELLANEOUS		
Section 4.1	<i>Notices</i>	14
Section 4.2	<i>Binding Effect</i>	14
Section 4.3	<i>Counterparts</i>	15

Section 4.4	<i>Governing Law</i>	15
Section 4.5	<i>Headings</i>	15
Section 4.6	<i>Amendments</i>	15
Section 4.7	<i>Further Assurance</i>	15
Section 4.8	<i>Severability</i>	15
Section 4.9	<i>Limited Obligation</i>	15
Section 4.10	<i>Indemnification</i>	15

EXHIBIT A: Property Description

EXHIBIT B: Certificate as to Cumulative Investment in Cost of Infrastructure

EXHIBIT C: Joinder Agreement

EXHIBIT D: Permit Fee Schedule

EXHIBIT E: Schedule of SSRC Benefits

AMENDED & RESTATED FEE-IN-LIEU OF AD VALOREM TAXES
AND ECONOMIC DEVELOPMENT AGREEMENT

THIS AMENDED & RESTATED FEE-IN-LIEU OF AD VALOREM TAXES AND ECONOMIC DEVELOPMENT AGREEMENT (“A&R Fee Agreement”) is made and entered into as of [DATE], 2020, by and between Anderson County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Anderson County Council (“County Council”) as the governing body of the County, and [PROJECT CUTTER], a [STATE] corporation authorized to conduct business in South Carolina, along with certain affiliated or related entities, and assigns, as Sponsor, and each other party that joins as a Sponsor Affiliate as the term is defined in this Agreement (collectively, “Company”) (hereinafter, the County, the Company, and all Sponsor Affiliates are each referred to individually as a “Party” and, collectively, as “Parties”).

WITNESSETH:

(a) The County acting by and through its County Council is authorized by Title 12 and Chapter 44 of the Code of Laws of South Carolina 1976, as amended (collectively “Act”), and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes (“FILOT”) with respect to such investment; (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (“MCIP Act”), to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county park with Greenville County, South Carolina (“Park”) through the Agreement for Development of Joint County Industrial and Business Park dated as of November 16, 2010, as amended (“Park Agreement”); (iv) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended (“Infrastructure Credit Act”); and (v) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code; and

(b) Pursuant to the Act, the County has determined that (i) the Project (as defined herein) 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 will not give rise to any pecuniary liability of the County or any incorporated municipality or to any charge against any of their 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 will be greater than the costs to the public; and

(c) The Company, as Sponsor, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities and any Sponsor Affiliates (as defined in this Agreement) that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein to be further set forth in future agreements, and, to the extent allowed by law, plans to establish one or more commercial or industrial facilities in the County and expand one or more existing facilities in the County through the acquisition, lease, construction and purchase of certain land, buildings, furnishings, fixtures, apparatuses, and equipment (the “2015 Project”), which will result in new investment in real and

personal property estimated to be no less than \$85,725,000 in the County (“2015 Investment Commitment”) and creation of at least 100 new full-time equivalent jobs, with benefits in the County (“2015 Jobs Commitment”); and

(d) Pursuant to a Resolution adopted April 7, 2015, the County Council identified the Project, as required under the Act, and pursuant to County Council Ordinance No. 2015-011 adopted May 8, 2015, (“Fee Ordinance”), authorized (i) the execution and delivery of that certain Fee in Lieu of Ad Valorem Taxes and Economic Development Agreement dated May 8, 2015 (“2015 Fee Agreement”) with the Company and any Sponsor Affiliates; (ii) the inclusion of the Project in the Park, pursuant to that certain Agreement for Development of Joint County Industrial and Business Park effective as of November 16, 2010, as amended (“Park Agreement”); (iii) the grant of Special Source Revenue Credits (defined below) in amounts as more fully described in this Fee Agreement; (iv) the extension of the initial investment period under the Fee Agreement of five (5) years by an additional five years, for a total investment period term of ten (10) years; (v) the extension of the term of the fee-in-lieu of *ad valorem* taxes arrangement under the Fee Agreement of 30 years by an additional ten (10) years, for a total term of forty (40) years; (vi) to provide for the waiver of any fees applied by the County’s Building and Codes Department, up to \$250,000, as described herein; (vii) the receipt and administration of certain state and utility economic development grants for the benefit of the Project as further described herein; (viii) the provision of County funding necessary to cover the costs of the Project Infrastructure Improvements (as further described herein) not otherwise covered by the state and utility grants provided for the Project; (ix) the provision of a dedicated County liaison to assist the Company and any Sponsor Affiliate with all locational, permitting and startup matters in connection with the Project and with ongoing existing business support services provided by the County; and (x) other incentives further described in this Fee Agreement or that Infrastructure Credit Agreement dated May 8, 2015 by and between the County and the Company.

(e) In 2017, the Company approached the County regarding its desire to expand the Project by making additional investments in the County, including additional real property improvements and personal property expenditures related to the construction of certain office and research and development facilities at the Project site (“2017 Expansion Project”). Due to the additional investments contemplated for the 2017 Expansion Project, the County approved, by County Council Ordinance No. [] adopted [DATE], that certain First Amendment to the 2015 Fee Agreement (“2017 First Amendment”) providing for enhanced SSRC benefits to the Company.

(f) In 2020, the Company approached the County regarding its desire to formally add multiple legal entities to the 2015 Fee Agreement, as amended by the 2017 First Amendment. The County formally approved [ENTITIES] as sponsor affiliates pursuant to that certain County Council Resolution dated [DATE].

(g) As of December 31, 2019, the Company has invested more than \$194,000,000 and created approximately 420 new full-time equivalent jobs in the County, surpassing the 2015 Investment Commitment and 2015 Jobs Commitment.

(h) In 2020, the Company approached the County regarding its desire to again expand the Project by making additional investments in the County consisting of approximately \$35,000,000 in Economic Development Property (“2020 Expansion Project and, together with the 2015 Project and the 2017 Expansion Project, the “Project”). In recognition of the overperformance of the Company, the County has agreed to amend the 2015 Fee Agreement, as amended by the 2017 First Amendment, to provide for enhanced SSRC benefits to the Company as described in more detail herein.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

**ARTICLE I
DEFINITIONS**

Section 1.1 Terms. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“Chair” means the Chair of the County Council.

“Clerk of County Council” means the Clerk to the County Council.

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

“Commencement Date” means the earlier of: (a) the last day of the first property tax year during which Economic Development Property (defined below) is placed in service; or (b) the last day of the property tax year that is three years from the year in which the Parties entered into this Fee Agreement.

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

“County Council” means the Anderson County Council, the governing body of the County.

“Department” means the South Carolina Department of Revenue.

“Diminution of Value” in respect of any Phase of the Project means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 3.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.8 of this Fee Agreement.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Company and, as applicable, any Sponsor Affiliate in connection with its annual filing of a SCDOR PT-100, PT-300 or comparable forms with the Department (as such filing may be amended from time to time) for each year within the Investment Period, as that period may be extended by subsequent, formal action of County Council, or automatically as permitted under the Act or under this Fee Agreement. Title to all Economic Development Property shall at all times remain vested in the Company and, as applicable, in any Sponsor Affiliate, except as may be necessary to take advantage of the effect of Section 12-44-160 of the Act.

“Equipment” means all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company and, as applicable, any Sponsor Affiliate, during the Investment Period as a part of the Project.

“Event of Default” means any Event of Default specified in Section 3.13 of this Fee Agreement.

“Fee Term” or “Term” means the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” means fee in lieu of *ad valorem* tax(es).

“FILOT Payment(s)” means the payment(s) in lieu of *ad valorem* tax(es) which the Company and, as applicable, any Sponsor Affiliate, is obligated to pay to the County.

“Improvements” mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company and, as applicable, any Sponsor Affiliate, during the Investment Period as part of the Project.

“Investment Commitment” shall mean that amount set forth in the recitals of this Fee Agreement and shall include but not be limited to (i) taxable and non-taxable capital expenditures, without regard to depreciation, which are made by the Company or any Sponsor Affiliate towards or for the benefit of the Project; (ii) capital expenditures, whether considered Economic Development Property or non-Economic Development Property, without regard to the depreciation, which are made by the Company or any Sponsor Affiliate towards or for the benefit of the Project, regardless of the source of payment of such expenditures; (iii) the value of any assets leased by the Company or any Sponsor Affiliate, without regard to the depreciation, regardless of the source of payment of such expenditures so long as the value of such leased assets are reported by the Company or any Sponsor Affiliate on their respective SCDOR PT-100 or PT-300; and (iv) any other expenditures made by the Company or any Sponsor Affiliate that the County and the Company and, as applicable, any Sponsor Affiliate, may mutually agree upon in a writing that is executed by an authorized representative of the Company and the County Administrator. The Investment Commitment for purposes of the Investment Commitment stated herein shall include those expenditures made by both the Company and any Sponsor Affiliate prior to the end of the Investment Period.

“Investment Period” means the period beginning with the first day that Economic Development Property is purchased or acquired and ending ten (10) years after the Commencement Date. The Investment Period is expected to end December 31, 2025. Pursuant to Section 12-44-30(13) of the Act, the County may, at its discretion, extend this period.

“Jobs Commitment” shall have the meaning set forth in the recitals set forth in this Fee Agreement and further clarified to include any new, full-time jobs with benefits created by the Company and any Sponsor Affiliate.

“Minimum Investment” shall have the meaning given to such term under Section 12-44-30(14) of the FILOT Simplification Act.

“Phase” or “Phases” in respect to the Project means the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period, as extended.

“Phase Termination Date” means with respect to each Phase of the Project the day thirty-nine years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the thirty-ninth full calendar year, after the Commencement Date.

“Project” shall include the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases.

“Project Infrastructure Improvements” shall have the meaning set forth in the Project Infrastructure Agreement between the County, the Company, and Red Rock Developments, LLC.

“Real Property” means the real property upon which any part of the Project is to be constructed and expanded, as described in **Exhibit A** attached hereto and as supplemented from time to time, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company and, as applicable, any Sponsor Affiliate; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

“Removed Components” means the following types of components or Phases of the Project or portions thereof, all of which the Company and, as applicable, any Sponsor Affiliate, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and, as applicable, any Sponsor Affiliate and treated as a Removed Component under Section 3.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Sponsor Affiliate” means an affiliate that joins with or is an affiliate of the Company whose investment with respect to the Project shall be considered part of the Investment Commitment and qualify for FILOT Payments and other benefits pursuant to Section 3.1 hereof and Sections 12-44-30(A) and 12-44-130 of the Act and who executes and delivers a Joinder Agreement in a form substantially similar to that attached hereto as Exhibit C.

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company and, as applicable, any Sponsor Affiliate as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its

obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is a corporate entity, duly organized and authorized to transact business under the laws of the State of South Carolina, and has the power to enter into this Fee Agreement.

(b) The Company’s execution and delivery of this Fee Agreement, or as applicable, execution and delivery of a Joinder Agreement, and its compliance with the provisions hereof do not result in a default, not waived or cured, under any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof.

(d) The availability of the FILOT and the allowance of Special Source Revenue Credits, with regard to the Economic Development Property authorized by the Act, along with other incentives provided by the County, have induced the Company to undertake the Project in the County.

Section 2.3 Representations of the Sponsor Affiliates. Each of the Sponsor Affiliates hereby represents and warrants to the County as follows:

(a) The Sponsor Affiliate is organized and authorized as set forth in the Joinder Agreement and has the power to enter into this Fee Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Fee Agreement, or as applicable, the execution and delivery of a Joinder Agreement, and its compliance with the provisions hereof do not result in a default, not waived or cured, under any Sponsor Affiliate restriction or any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The Sponsor Affiliate intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof.

(d) The availability of the FILOT and the allowance of Special Source Revenue Credits, with regard to the Economic Development Property authorized by the Act, along with other incentives provided by the County, have induced the Sponsor Affiliate to undertake the Project in the County.

ARTICLE III FILOT PAYMENTS

Section 3.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company and, as applicable, any Sponsor Affiliate, are required to make FILOT Payments on all Economic Development Property comprising the Project and placed in service, with respect to each Phase of the Project, on or before each December 31 within the Investment Period.

(b) The amount of such annual FILOT Payments shall be determined by the following procedure:

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following thirty-nine (39) years, unless extended by the Parties in accordance with the Act, using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and, as applicable, any Sponsor Affiliate, for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2: Apply an assessment ratio of 6.0% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the thirty-nine years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, by any Sponsor Affiliate, under the Act.
- Step 3: Multiply the taxable value determined in the preceding step by a millage rate equal to 309.5 mills, which is believed to be that rate in effect on June 30, 2014 for all taxing entities for the Project site (which millage rate shall be a fixed rate for the term of this Fee Agreement), to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments for a total of forty (40) years for each item of eligible Project property, or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, any Sponsor Affiliate, under the Act.
- Step 4: With respect to the initial twenty-five (25) annual FILOT Payments paid to the County, the County shall subtract from the FILOT Payment to be invoiced to the Company an amount equal to the value of the annual Special Source Revenue Credits as further defined under Section 3.2 of this Fee Agreement.

(c) The County shall ensure that the Project is incorporated and will remain in the Park during the Fee Term. If, for any reason, the Park Agreement is modified, or otherwise terminated, then the County shall ensure that the Project shall be immediately placed into another multi-county park arrangement established pursuant to the MCIP Act, to which the County is party and that would enable the Sponsor and any Sponsor Affiliate receive the benefits afforded by having the Project incorporated into a Park.

(d) In the event that the Act and/or the above-described FILOT Payments or Special Source Revenue Credits are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company and, as applicable, any Sponsor Affiliate, with the benefits to be derived hereunder. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company, or any Sponsor Affiliate, as applicable, shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, or any Sponsor Affiliate, as applicable, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company or any Sponsor Affiliate, as applicable, to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company, or any Sponsor Affiliate, as applicable, with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

Section 3.2 Special Source Revenue Credit. As an inducement for the Investment Commitment and in accordance with Section 12-44-70 of the Act, the County grants to the Company, and, as applicable, any Sponsor Affiliate, Special Source Revenue Credit (“SSRC”) benefits in accordance with the schedule attached hereto as **Exhibit E**.

With respect to the SSRC, the County shall automatically reflect the SSRC against the FILOT Payment on those FILOT invoices provided by the County to the Company and any Sponsor Affiliate. The Company, and, as applicable, any Sponsor Affiliate, shall be permitted to utilize the SSRC to offset any qualifying expenditures as provided under the Infrastructure Credit Act.

The Company and any Sponsor Affiliate intends to use the SSRC to pay for or reimburse itself for eligible expenditures (“Cost of Infrastructure”), which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Real Property. Prior to the first year’s SSRC to be credited against the Company’s FILOT Payments as provided in this Section 3.2, the Company shall certify the cumulative total amount of the Cost of the Infrastructure as of December 31 of the year to which such FILOT Payments relate. For example, should the Company elect to apply the SSRC against its 2017 FILOT bill (which is anticipated to be due and payable on or before January 15, 2018), the Company shall certify the cumulative total amount of the Cost of the Infrastructure as of December 31, 2016. The form of such certification is attached hereto as Exhibit B. The Company shall re-certify the cumulative amount of the Cost of the Infrastructure if, in any year in which an SSRC is to be applied, the cumulative amount of the SSRCs will exceed the cumulative amount of the Cost of Infrastructure as previously certified. The Company and Sponsor Affiliates, if any, shall not claim or be entitled to any abatement of *ad valorem* property taxes to which it might otherwise be entitled with respect to any property for which the SSRC is provided by the County.

Section 3.3 FILOT Payments on Replacement Property. If the Company and, as applicable, any Sponsor Affiliate, elect to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company and, as applicable, any Sponsor Affiliate, shall make statutory payments in lieu of *ad valorem taxes* with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property (“Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (“Original Value”) the

amount of the FILOT Payments to be made by the Company and, as applicable, any Sponsor Affiliate, with respect to such Replacement Property, shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to forty (40) (or, if greater, the maximum number of years for which the annual fee payments are available to the Company and, as applicable, any Sponsor Affiliate, for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“Excess Value”), the FILOT Payments to be made by the Company and, as applicable, any Sponsor Affiliate, with respect to the Excess Value, shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 3.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project after the Investment Period and during the remainder of the Fee Term, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof.

Section 3.5 Place and Allocation of FILOT Payments. The Company and, as applicable, any Sponsor Affiliate, shall make the above-described FILOT Payments directly to the County in accordance with applicable law as to payment, collection and enforcement of FILOT Payments. FILOT Payments are to be allocated in accordance with the Act.

Section 3.6 Removal of Equipment. Subject always to Section 3.3 and to the statutory requirement to maintain the Minimum Investment in the Project in order to maintain the FILOT arrangement herein, the Company and, as applicable, any Sponsor Affiliate, shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (“Removed Components”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) hereof.

Section 3.7 Damage or Destruction of Project.

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company and, as applicable, any Sponsor Affiliate, shall be entitled to terminate this Fee Agreement.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company and, as applicable, any Sponsor Affiliate, do not elect to terminate this Fee Agreement, the Company and, as applicable, any Sponsor Affiliate may, in their sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may

be desired by the Company and, as applicable, any Sponsor Affiliate. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to, any amounts due by the Company and, as applicable, any Sponsor Affiliate, to the County under Section 3.1 hereof, to the extent allowed by the Act.

(c) *Election to Remove.* In the event the Company and, as applicable, any Sponsor Affiliate, elect not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 3.8 Condemnation.

(a) *Complete Taking.* If, at any time during the Fee Term, title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company and, as applicable, any Sponsor Affiliate, then the Company or any Sponsor Affiliate (with respect to its Project property only) shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company and, as applicable, any Sponsor Affiliate, may elect: (i) to terminate this Fee Agreement (with respect to its Project property only); (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 3.9 Maintenance of Existence. The Company and, as applicable, any Sponsor Affiliate agree (i) that they shall not take any action which will materially impair the maintenance of their corporate existence and (ii) that they will maintain their good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the corporate existence of the Company or, as applicable, any Sponsor Affiliate, that result from internal restructuring or reorganization of the Company or, as applicable, any Sponsor Affiliate, or their parents are specifically authorized hereunder; and further, subject to the provisions of Section 3.13(d) hereof, the Company and, as applicable, any Sponsor Affiliate are entitled to cease operations of the Project at any time without that cessation constituting an Event of Default under this Fee Agreement. Likewise, benefits granted to the Company and, as applicable, any Sponsor Affiliate, under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.12 hereof. Such transfers to a successor entity substantially similar in nature and function to the Company and, as applicable, any Sponsor Affiliate, are specifically approved and authorized by the County without any further action by the County Council.

Section 3.10 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company and, as applicable, any Sponsor Affiliate, utilize confidential and proprietary “state-of-the-art” information and data in their operations, and that a disclosure of any information, including, but not limited to, disclosures of financial or other information concerning the Company’s operations and, as applicable, any Sponsor Affiliate’s operations, could result in substantial harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County’s

police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the foregoing, whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Fee Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company and, as applicable, any Sponsor Affiliate, may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 3.11 *Addition of Sponsor Affiliates.* Upon request of and at the expense of the Company, the County may approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Fee Agreement and which agrees to be bound by the terms of that Joinder Agreement attached as Exhibit C. The County may approve of such future Sponsor Affiliate by passing a Resolution approving or ratifying the addition of such Sponsor Affiliate.

Section 3.12 *Assignment and Subletting.* This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company and, as applicable, any Sponsor Affiliate, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. To the extent any consent of the County for such assignment or sublease is required by the Act and requested, the County may grant such consent by adoption of a Resolution, not to be unreasonably withheld.

Section 3.13 *Events of Default.* The following are “Events of Default” under this Fee Agreement, and the term “Events of Default” means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or, as applicable, any Sponsor Affiliate, to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company or, as applicable, any Sponsor Affiliate, shall be entitled to all redemption rights for non-payment of taxes granted by applicable statutes; or

(b) Failure of the Company or, as applicable, any Sponsor Affiliate, to make payment of any other amounts payable to the County under the Agreement, of which default has not been cured within ninety (90) days of written notice of nonpayment from the County; or

(c) Failure by the Company or, as applicable, any Sponsor Affiliate, to perform any of the other material terms, conditions, obligations or covenants of the Company or, as applicable, any Sponsor Affiliate hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company or, as applicable, any Sponsor Affiliate, specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 3.14 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company or, as applicable, any Sponsor Affiliate (a copy of which shall be provided to the Company by the County), of such default and after the expiration of a ninety (90) day cure period shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company or, as applicable, any Sponsor Affiliate, under this Fee Agreement.

(c) With respect to the SSRC, the exclusive remedy shall be set forth in Section 3.2 of this Fee Agreement.

(d) With respect to the fee-in-lieu of *ad valorem* tax benefits, the exclusive remedy shall be set forth in Section 3.1 of this Fee Agreement.

Section 3.15 Collection of FILOT Payments. In addition to all other remedies herein provided, the nonpayment of FILOT Payments shall constitute a lien on the Project for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

Section 3.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 3.17 Leased Equipment. To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed at the Project and leased to but not purchased by the Company and, as applicable, any Sponsor Affiliate, from at least one third party, under any form of lease, then that personal property, at the Company's or Sponsor Affiliate's sole election, will become subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement, upon proper application of the law and applicable procedures by the Company, and, as applicable, any Sponsor

Affiliate and so long as the value of such leased assets are reported by the Company or any Sponsor Affiliate, as applicable, on their respective SCDOR PT-100 or PT-300.

Section 3.18 *Waiver of Recapitulation Requirements.* As permitted under Section 12-44-55 of the Act, the Company and County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that, and so long as, the Company provides the County with copies of all filings which the Company is required to make pursuant to the Act.

Section 3.19 *Fiscal Year; Property Tax Year.* If the Company's and, as applicable, any Sponsor Affiliate's, fiscal year changes so as to cause a change in the Company's property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly.

Section 3.20 *Reports; Filings.*

(a) Each year during the term of this Fee Agreement, the Company, and any Sponsor Affiliate, shall deliver to the Anderson County Auditor a copy of their most recent annual property tax returns filed with the Department with respect to the applicable portions of the Project.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed forms PT-443 of the Department, to be filed with the Anderson County Auditor, the Anderson County Assessor and the Department within thirty (30) days after the date of execution and delivery hereof.

Section 3.21 *Payment of Administrative Expenses.* The Company will reimburse, or cause reimbursement to, the County from time to time for reasonable and necessary amounts that are customary and standard, including reasonable attorney's fees and costs, actually incurred, or that will be actually incurred, by the County with respect to the County's fulfillment of its obligations under the Fee Agreement and other documents in connection with the Project ("Transaction Documents") in the implementation of its terms and provisions ("Administrative Expenses"). The Company will make such reimbursement of Administrative Expenses upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by the Transaction Documents, and, aside from reasonable attorneys' fees set forth below, or as may be necessitated in the future by request of the Company pertaining to matters outside of the immediate scope of this Agreement, the County anticipates (but cannot guarantee) that no out of pocket expenses in connection with the Transaction Documents and the transactions authorized hereby should arise in the future. The parties understand that counsel to the County may invoice the Company for those expenses related to the review of the Transaction Documents and all resolutions, ordinances, and other documentation related thereto in an amount not to exceed \$10,000 in the aggregate for the 2015 Project and in an amount not to exceed \$5,000 in the aggregate for the 2020 Expansion Project.

Section 3.22 *Miscellaneous Incentives.* The County shall provide for the following miscellaneous incentives: (i) the waiver of any fees applied by the County's Building and Codes Department, up to \$250,000, including but not limited to those fees set forth on the summary of fees included as Exhibit D; (ii) a dedicated County liaison to assist the Company and any Sponsor Affiliate with all locational, permitting, construction and startup matters in connection with the Project and with ongoing existing business support services provided by the County; (iii) to provide for the administration of certain state and utility grants; (iv) to provide a County grant necessary to cover the costs of the Project Infrastructure Improvements not otherwise covered by the state and utility grants provided for the Project to offset the balance of the costs associated with the Project Infrastructure Improvements; and (iv) to provide for the

delivery of the Project Infrastructure Improvements as further set forth in the Project Infrastructure Agreement between the County, the Company, and Red Rocks Development, LLC.

ARTICLE IV MISCELLANEOUS

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

AS TO THE COUNTY: Anderson County, South Carolina
 ATTN: Rusty Burns
 County Administrator
 101 South Main Street
 PO Box 8002
 Anderson, SC 29621
 Telephone: +1 (864) 260-4062
 Facsimile: +1 (864) 260-4356
 Email: rburns@andersoncountysc.org

WITH A COPY TO: Anderson County, South Carolina
(shall not constitute notice) ATTN: Leon Harmon
 County Attorney
 101 South Main Street
 PO Box 8002
 Anderson, SC 29621
 Telephone: +1 (864) 222-2123
 Facsimile: +1 (864) 833-1665
 Email: lharmon@nexsenpruett.com

AS TO THE COMPANY: [PROJECT CUTTER]

WITH A COPY TO: Parker Poe Adams & Bernstein LLP
(shall not constitute notice) ATTN: Sam C. Moses, Esquire
 1201 Main Street, Suite 1450
 Columbia, South Carolina 29202
 Telephone: (803) 255-8000
 Facsimile: (803) 255-8017
 Email: sammoses@parkerpoe.com

Section 4.2 Binding Effect. This Fee Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company, any Sponsor Affiliate and the County, and their respective successors and assigns, to the extent allowed by law. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from

time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 4.3 Counterparts. This Agreement may be executed in any number of counterparts and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument.

Section 4.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 4.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 4.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements lawfully entered into between the parties.

Section 4.7 Further Assurance. From time to time, and at the Company's and Sponsor Affiliate's expense, the County agrees to execute and deliver to the Company and Sponsor Affiliate such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

Section 4.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company, and, as applicable, any Sponsor Affiliate, with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and, as applicable, any Sponsor Affiliate, the strong inducement to locate the Project in the County.

Section 4.9 Limited Obligation. NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY OR IMPLEMENTATION OF THIS FEE AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

Section 4.10 Indemnification. (a) The Company shall indemnify, defend and save the County, as well as its employees, officers, agents and elected officials (hereinafter collectively the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm, company or other entity arising from the conduct or management of, or from any work or thing done on the Project during the term of the Fee Agreement, and the Company further shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising from any act, error or omission occurring during the term of the Fee Agreement from: (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Fee Agreement, or any other agreement pertaining to the Project, (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, related to the Project, or (iv) any act of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, related to the Project, or (v) any environmental violation, condition or effect related to the Project. The Company shall indemnify, defend and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from an Indemnified Party, the Company shall defend it in any such action, prosecution or proceeding, with counsel reasonably

acceptable to the County. All such indemnification and save harmless provisions shall be, and are, set forth in the Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder by reason of the performance of any act requested of it by the Company, or by reason of 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 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, company or other legal entity, 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 have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

(c) These indemnification covenants, at a minimum, shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants, but may expand them or expound upon them, as may be shown in greater detail in such subsequent documents. In the event of any conflict or inconsistency, the indemnification, defense and save harmless provisions of the Fee Agreement shall always govern.

[signatures on following pages]

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

(SEAL)

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert,
Anderson County Clerk to Council

APPROVED AS TO FORM

Leon C. Harmon
Anderson County Attorney

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

[PROJECT CUTTER]

BY _____

ITS _____

EXHIBIT A

PROPERTY DESCRIPTION

[TO BE UPDATED PRIOR TO 3rd READING]

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

By: _____
Name: _____
Its: _____
Date: _____
Address: _____

EXHIBIT D

Permit Fee Schedule

[see attached]

EXHIBIT E – Schedule of SSRC Benefits

<u>Associated Tax Year</u>	<u>SSRC Benefit</u>
2021*	95%
2022	95%
2023	95%
2024	95%
2025	95%
2026	95%
2027	95%
2028	95%
2029	95%
2030	95%
2031	85%
2032	85%
2033	85%
2034	85%
2035	85%
2036	60%
2037	60%
2038	60%
2039	60%
2040	60%
2041	50%
2042	50%
2043	50%
2044	50%
2045	50%

* Under the terms of the 2015 Fee Agreement, as amended by the 2017 First Amendment, the Company elected to take its first year of SSRC Benefits in tax year 2017. The SSRC Benefits applicable to prior tax years 2017-2020 was 95%. For more details, see 2015 Fee Agreement and 2017 First Amendment.

ORDINANCE NO. 2020-021

AN ORDINANCE TO APPROVE A TEMPLATE LEASE AGREEMENT FOR INCUBATOR/SOFT LANDING ECONOMIC DEVELOPMENT PROJECTS AT ANDERSON COUNTY'S FACILITY AT 1428 PEARMAN DAIRY ROAD; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County owns the real property located at 1428 Pearman Dairy Road, formerly the TTI facility;

WHEREAS, one of the purposes for acquisition of the former TTI site at 1428 Pearman Dairy Road was to serve as short-term incubator space and soft landing space for certain economic development projects; and

WHEREAS, a template lease for space in the 1428 Pearman Dairy Road facility has been developed for certain economic development projects seeking short-term incubator spaces and soft landing space.

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

1. The template lease attached hereto as EXHIBIT A is hereby approved for lease of space at the County's 1428 Pearman Dairy Road site for incubator and soft landing economic development projects.

2. The County Administrator is hereby provided with authority to execute the Ground Lease Agreement in the form of Exhibit "A" or substantially similar form with each Tenant on behalf of the County and to grant an extension of the one (1) year lease term for up to six (6) months if circumstances warrant such an extension.

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

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

5. 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.

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

ORDAINED in meeting duly assembled this _____ day of _____, 2020.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

EXHIBIT A

GROUND LEASE AGREEMENT

This Ground Lease Agreement dated as of _____, 20__ (the "Ground Lease") by and between Anderson County, South Carolina (the "Ground Lessor" or "Landlord"), a body politic and corporate and a political subdivision of the State of South Carolina and _____ (the "Ground Lessee" or "Tenant").

RECITALS:

WHEREAS, Anderson County is the owner of the real estate located at 1428 Pearman Diary Road, Anderson, South Carolina 29625, consisting of approximately 534,778 square feet of building improvements located on approximately 125.5 acres purchased in two (2) tracts of 100.54 acres (TMS No. 95-15-01-001);

WHEREAS, the building with office and warehouse space is intended to house certain Anderson County Departments, the Anderson County Sheriff's Office, Enterprise Campus administered by Tri-County Technical College and soft landing/incubator space for Anderson County economic development projects on a short-term basis;

WHEREAS, Anderson County has authority to enter into lease agreements pursuant to Section 4-9-30 and 4-9-130 of the Code of Laws of South Carolina; and

WHEREAS, Ground Lessor (or Landlord) and Ground Lessee (or Tenant) desire to establish the terms and conditions of this Ground Lease to fulfill the objective of a soft landing/incubator space for certain Anderson County Economic Development projects.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by reference, and further agrees as follows:

WITNESSETH:

1. Premises. The Landlord, for and in in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the Tenant, and the Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property, hereafter called "Premises", to wit:

That certain portion of office space (approximately ____ square feet) and warehouse space (approximately _____ square feet) (collectively the "Building"), as more particularly shown on Exhibit "A", attached hereto and incorporated herein, together with the right of ingress and egress to and from the Leased Premises and the non-exclusive right, in common with Landlord and other Tenants, to use the common areas in the Building and such facilities and

land area as Landlord may designate from time to time as appurtenances to Building, and subject to all rights hereinafter reserved to Landlord.

2. Term and Preparation of Premises.

A. The term of this Lease shall commence on the commencement Date and shall end at midnight on the last day of the month that is twelve (12) months after the commencement Date, unless sooner terminated as hereinafter provided. Tenant or Landlord can terminate this Lease with sixty (60) days advance written notice.

B. Tenant has inspected the Premises and agrees to accept the Premises under the provisions of the Lease "WHERE IS AS IS".

C. Tenant may request an extension to the Lease term, provided the Landlord receives the extension request at least sixty (60) days before expiration of the Lease. The decision of whether to grant the extension request shall be at the sole discretion of the Landlord.

3. Rental. The Tenant agrees to pay to the Landlord promptly on the first business day of each month during the term of this Lease a rental rate of ___ per month per square foot for office space and a rate of ___ per month per square foot for warehouse space. Tenant shall pay the rent as provided herein without notice, demand, set-off, or counterclaim.

The aforesaid payments of rent are to be made to:

Anderson County
101 South Main Street
Anderson, SC 29624

4. Security Deposit: Tenant has deposited with the Landlord the sum of \$ _____, a security for the full and faithful performance of every provision of the lease. Landlord may at any time apply said deposit or any part thereof against any default by Tenant of any of the terms, covenants and conditions of this Lease. In such event, Tenant shall upon demand deposit with Landlord the amount so applied so that Landlord shall have the full amount of the deposit on hand at all times during the terms of this Lease. Upon expiration of the lease the Tenant shall surrender possession of the Leased Premises. Landlord is given permission to deduct from said security deposit the cost of any unusual cleaning or repairs to the property upon vacating of Tenant. Security deposit or any remaining portion will be returned within 30 days after the termination of this tenancy or completion of the repairs necessitated by Tenant's misuse of the premises. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within ten (10) days after receiving written notice from the Landlord.

5. Use of Premises. Tenant shall use and occupy the Leased Premises for the purpose as stated in Exhibit "B" and for no other purpose whatsoever. Tenant agrees to keep the Leased Premises in a neat clean, and attractive condition; to comply properly with all laws, ordinances, and other governmental rules and regulations concerning the Leased Premises and the streets, sidewalks, alleys, parks, parkways, and other public property abutting the Leased Premises;

to use the Leased Premises for no purpose which would render void the fire, extended coverage and added perils insurance in the Building; and, to prevent the escape from the Leased Premises of noise, fume, odors, glare, vibration, noxious gasses, radiation dust, liquid wastes, smoke, and other substances which may be offensive or constitute a nuisance or interference with other persons. Tenant shall not cause or permit any hazardous substances, including but not limited to flammable substances such as chemical cleaners or gasoline, to be used, stored, generated, or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees, without first obtaining Landlord's written consent which may be withheld at Landlord's sole and absolute discretion. If hazardous substances are used, stored, generated or disposed of on or in the premises, or if the Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify, defend and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including without limitation, decrease in value of the premises or the buildings(s) of which they are a part, damages because of the adverse impact on marketing of the property, and any and all sums paid for settlement of claims, attorneys', consultant, and expert fees) arising during or after the lease term and arising as a result of such contamination by lessee. This indemnification includes, without limitations, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state, or local agency or political subdivision. In addition, if Tenant causes or permits the presence of any hazardous substance on the premises and this results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the premise to the condition existing before the presence of any such hazardous substances on the premises, provided however, that lessee shall first obtain Landlord's approval for such remedial action.

As used herein, "hazardous substances" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of South Carolina, or the United States government. "Hazardous substance" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal, or local governmental laws. "Hazardous substance" includes but is not restricted to asbestos, polychlorinated biphenyls ("PCBs"), and petroleum.

Tenant agrees to pay all extra insurance premiums on the building of which the Leased Premises are a part if such extra insurance premiums are the result of the use, which Tenant shall make of the Leased Premises. Tenant will not, at any time, without obtaining Landlord's prior written consent, conduct or permit any fire, bankruptcy, or auctions sale on the Leased Premises, or change the exterior color of the Building or any part thereof; or park, operate, load, or unload any truck or other delivery vehicle at any place other than the loading area designated for such use; or use the plumbing facilities for any purpose other than that for which they were constructed or dispose of any foreign substances therein; or install any shades, awning, machinery, motors, or ducts, or install any amplifiers, loudspeakers, microphones, or similar devices for any purpose, or use any advertising medium, which may heard or seen inside or outside the building; permit any rubbish or garbage to accumulate on the Leased Premises in other than rubbish removal area or install, maintain, alter or operate any sign or display any merchandise or other object on or otherwise obstruct any sidewalks, stairways, walkways, streets, parks or parkways; or use or permit the use of any portion of the Leased Premises as a living quarters, sleeping rooms, or for similar uses.

A description of the Tenant's proposed use of the warehouse space, a list of all materials that will be used on Tenant's process, and the terms for use of the Building will be set forth in Exhibit "B" attached hereto and made a part hereof.

6. Insurance. Tenant shall carry (or cause to be carried) at Tenant's sole expense and shall pay (or cause to be paid) all premiums for insurance to cover Tenant's personal property and trade fixture located anywhere on the demised Premises and/or within Tenant's project area. Tenant will also carry and keep on force during the term of the Lease and any extensions a policy of comprehensive general liability insurance, including property damage, with respect to the Tenant's activities in the Premises. This policy shall provide at least the following limits: bodily injury \$ _____ each person, \$ _____ each occurrence and property damage \$ _____ each occurrence. In addition to Tenant the policy shall also name Landlord as an additional insured at the cost of Tenant at all times while the Lease is in effect. Tenant shall provide to Landlord certificates that the insurance coverage required herein is in effect. The insurance required hereunder shall, at a minimum, be issued by insurance companies authorized to do business in the State of South Carolina, with a Best's Rating of at least A and a financial size category of at least VII as rated in the most recent edition of Best's Insurance Reports.

7. Indemnity. Except as to Injury to persons or damage to property cause directly or indirectly by the negligence or willful misconduct of Landlord, its agents, employees, contractors, officers, directors, shareholders, partners and principals, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all losses, costs, liabilities, claims, damages, expenses, including without limitation reasonable attorney's fees, investigation costs, remediation costs, penalties and fines, in connection therewith, arising out of: (i) any injury to or death of any person or damage to or destruction of property occurring in, on or about the premises as a result of Tenant's use or occupancy thereof during the term of this lease; (ii) any Default by Tenant in the performances of any of the terms, covenants or conditions of this Lease in Tenant's part to be kept, observed or performed; (iii) the use or occupancy, or manner of use or occupancy, of the Premises by Tenant during the term of this Lease, (iv) any acts, omissions or negligence of Tenant during the term of this Lease. Tenant shall not be liable to Landlord and Landlord shall release, waive, relinquish and discharge Tenant from responsibility or liability for any and all loss, claim, damage or injury to person or property resulting from or arising in any way out of: (i) any injury to or death of any person or damage to or destruction of property occurring in, on or about the Buildings as a result of Landlord's ownership, use or occupancy thereof; (ii) any Default by Landlord in the performance of any of the terms, covenants or conditions of this Lease on Landlord's part to be kept, observed or performed; (iii) the ownership, use or occupancy, or manner of ownership, use of occupancy, of the Buildings by Landlord, its tenants, agents, employees, contractors, officers, directors, shareholders, partners, and principals, or (iv) any acts, omissions or negligence of the Landlord. Landlord shall be liable for the acts and omissions of its employees, officers, agents and designees, to the extent permitted under the South Carolina Tort Claims Act (S.C. Code Ann. Sec. 15-78-10 et seq.) Nothing in this Agreement, however, shall be construed as an express or implied acceptance by Landlord of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of any liabilities allowable under applicable state law, as a pledge of the full faith and credit of any state, or as the assumption by Landlord of a debt, contract or liability in violation of applicable law.

8. Notification. Tenant shall notify Landlord of any accident or injury to person or property in Tenant's area within 24 hours of such accident or injury.

9. Assignment and Subletting. Tenant may not, without the prior written consent of Landlord, assign this Lease or any other interest hereunder, or sublease the Premises or any part thereof. Notwithstanding anything to the contrary in this Lease, Tenant may, without the consent of Landlord, from time to time (each of the following, a "Permitted Transfer".) (a) assign or convey this Lease, or any interest hereunder, to (i) a parent or subsidiary (at any level) of Tenant; (ii) a business entity directly or indirectly acquiring all or substantially all of the capital stock or other equity interests of Tenant or a parent or subsidiary (at any level); and (iii) a business entity with which Tenant or a parent or subsidiary (at any level) of Tenant merges or consolidates; (b) sublease some or all of the Premises to a parent or subsidiary (at any level) of Tenant; (c) enter into equipment leasing and other customary secured transactions; and (d) pledge, mortgage or hypothecate or encumber its leasehold interest herein in connection with a corporate borrowing by either tenant or Tenant's parent (and, in connection with transactions described in (c) or (d) above, Landlord shall execute customary landlord waivers and similar agreements and instruments). Notwithstanding anything to the contrary in this Lease (and without implying that such an event or transaction would otherwise be subject to or prohibited by the terms of this Lease or otherwise require consent of or notice to Landlord and for avoidance of doubt), the issuance, sale, or other transfer (whether by public offering or otherwise) of any or all of the stock or other equity of Tenant or of any parent company of Tenant (at any level) (and any merger or other change in control transaction involving Tenant or any of its parent companies at any level) shall not be deemed an assignment or other transfer within the meaning of the Lease or otherwise require the consent of Landlord under the Lease to maintain the Lease in full force and effect after giving effect of such transaction. In connection with any Permitted Transfer under this Lease, Landlord will not unreasonably withhold or delay consent to any requested alterations to the Premises or to any requests changes (x) to the trade name of Tenant or the subtenant, or (y) to the signage for the Premises.

10. Tenant's Default: Landlord's Remedies.

A. In the event Tenant shall fail to pay when due, any installment or any other amount or charge required to be paid by Tenant hereunder and such failure is not cured within ten (10) days after written notice thereof from Landlord; or if Tenant shall Default in performing any of the covenants, terms or provisions of this Lease (other than the payment, when due, of any of Tenant's monetary obligations hereunder) or any of the rules and regulations now or hereafter reasonably established and uniformly enforced by the Landlord to govern the operation of the Buildings and Tenant fails to cure such Default within thirty (30) days after written notice thereof from Landlord; or if Tenant or any guarantor of state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due; a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations; or Tenant shall make a transfer to defraud creditors or shall make an assignment for the benefits of creditors; or Tenant shall do or permit to be done any act which results in a lien being filed against the Premises or Buildings, which lien is not removed or bonded over in accordance with South Carolina law within ten (10) days after written notice thereof by Landlord to Tenant; then, and in any of said

events (referred to herein as a “Default” or “Event Default”), Landlord, at its option may pursue any one or more of the remedies set forth in Section 8.B without any notice or demand whatsoever.

B. Upon the occurrence of a Event of Default as described in Section 8.A, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity or by this Lease:

(1). Commence dispossessory proceedings with or without the termination of this Lease. In the absence of Landlord’s electing to terminate the Lease, Tenant shall remain liable for the payment of all Rents accruing after any writ of possession as to the Premises is issued to Landlord.

(2). Commence proceedings against Tenant for all amounts owned by Tenant to Landlord, whether as Base Rent, Additional Rent, damages or otherwise.

(3). Terminate the Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Landlord may declare to be due and payable immediately the amount of all loss and damage which Landlord may suffer by reason of the termination of the term under this Section 18 or otherwise.

(4). Do or cause to be done whatever Tenant is obligated to do under the terms of this Lease, in which case Tenant agrees to reimburse Landlord on demand for any and all costs or expenses which Landlord may thereby incur. Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant’s obligations under this Section 8, whether caused by the negligence of Landlord or otherwise.

(5) Enforce the performance of Tenant’s obligations hereunder by injunction or other equitable relief (which remedy may be exercised upon any breach or Default or any threatened breach or Default of Tenant’s obligations hereunder).

11. Removal of Fixtures.

A. Tenant shall (if not in Default hereunder), prior to the expiration of the term of this Lease or any extension thereof, remove all personal property (other than personal property listed on Schedule 1), trade fixtures and equipment which Tenant has placed in the Premises. Upon removal of said personal property, trade fixtures and equipment, Tenant shall repair all damage to the Premises caused by such removal.

B. Any personal property, fixtures and equipment not removed by Tenant as permitted to required herein shall deemed abandoned and may be stored, removed, and disposed of by Landlord after the expiration of term of this Lease or any extension thereof, and Tenant waive all claims against Landlord for any damages resulting from Landlord’s retention and disposition of such property.

C. Any Building improvements made by Tenant to the Tenant’s space shall remain the property of Landlord.

12. Right of Landlord to Enter Premises. Without any abatement of Rent, Landlord and its agents, employees and independent contractor shall have the right to enter the Premises without prior notice to Tenant for any one (1) or more of the following purposes provided there is no interference with the operation of Tenant's business: (i) to inspect and examine same, (ii) to make such repairs, additions, alterations, and improvements as Landlord desires to make up the Buildings and/or the common areas or common facilities thereof, (iii) to exhibit said Premises to prospective purchasers or lenders, and (iv) to exhibit said Premises to prospective tenants during the last six (6) months of the term of this Lease. Except in the event of an emergency, Landlord agrees to provide to Tenant reasonable notification of any such entry, and to use reasonable efforts to minimize any interference with Tenant's normal business operations.

13. Effect of Termination of Lease. All obligations of Landlord and Tenant hereunder not fully performed as of the expiration or termination of this Lease shall survive the expiration or earlier termination of this Lease shall survive the expiration or earlier termination of therein hereof for a period of one (1) year, including without limitation, all payment obligations with respect to Rent and operating expense due on or before the termination and all rights, obligations and indemnities in favor of Landlord or Tenant.

14. Construction of this Agreement. No failure of either party to exercise any power given hereunder, or to insist upon strict compliance with other party's obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's or Tenants right to demand exact compliance with the terms hereof. Time is of the essence of this Lease.

15. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof, without Landlord's acquiescence and without an express agreement of the parties, Tenant shall be a tenant at sufferance as Rent rate equal to one hundred fifty percent (150%) of the market rate for facilities comparable to the Premise, excluding from the market analysis the amount of the Base Rent paid by Tenant under this Lease prior to the expiration of the term hereof.

16. Definitions. The term "Landlord" and "Tenant" includes male and female, singular and plural, corporation, limited liability company, partnership or government entity, as may fit the particular parties. If this Lease shall be validly assigned or the Premises validly sublet, the term "Tenant" shall include such assigns or sublessee, as to the Premises covered by such assignments.

17. Severability and Interpretation. If any clause or provision of this Lease shall be deemed, illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event the remainder of this Lease shall not be affected by such illegality or unenforceability. Should any of the provision of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties have participated in the preparation of this Lease. The captions used in this Lease are for convenience only and shall

be considered to be of no effect in the construction of any provision of this Lease. In the event that any time period under this Lease shall expire on a Saturday, Sunday or legal holiday, the n the date of expiration of such period shall be extended to 5:00 p.m. E.S.T. on the next succeeding business day.

18. Governing Law/ Dispute Resolution. The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease. Any dispute between Landlord and Tenant arising under or related to their Ground Lease shall be brought as a non-jury matter in the Circuit Court for Anderson County, South Carolina.

19. Execution and Public Records. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of and any of which shall be deemed to be complete in itself and may be introduced into evidence or used for any purpose without the reproduction of the other counterparts. No modification or amendment of this Lease shall be binding upon the parties unless such modification or amendment is in writing and signed by Landlord and Tenant. Without the prior written consent of both parties, neither this Lease nor any memorandum hereof shall be recorded or placed on public record.

20. Entire Agreement. This Lease contains the entire agreement between the parties hereto as to this Lease and no representation or warranty or agreement, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No modification, amendment or alterations of this Lease shall be effective unless same shall be in writing and signed by Landlord and Tenant. If any special stipulations are attached to this Lease, then insofar as such stipulations conflict with any of the foregoing provision, the stipulations shall control.

21. Entrance and Drives. The entrance drive from Pearman Dairy Road and driveways as identified on Exhibit "A" are for the common use of all tenants of the Buildings.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

LANDLORD:

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

By: _____

Name: _____

Title: _____

TENANT:

By: _____

Name: _____

Title: _____

DRAFT

Exhibit A

Exhibit to be added

DRAFT

Exhibit B

Exhibit to be added

DRAFT

ORDINANCE NO. 2020-022

AN ORDINANCE TO AMEND SECTION 2-38-(C)(4) OF THE CODE OF ORDINANCES, ANDERSON, SOUTH CAROLINA, SO AS TO ESTABLISH THAT EACH SPEAKER WILL BE ALLOWED NOT MORE THAN THREE (3) MINUTES TO ADDRESS THE MATTER FOR WHICH A PUBLIC HEARING HAS BEEN SCHEDULED; AND OTHER MATTERS RELATED HERETO.

WHEREAS, Section 2-38 (c)(4) of the Code of Ordinances, Anderson County, South Carolina currently provides, in part, that any person desiring to speak at a public hearing that has been duly advertised may do so “for a reasonable period of time”; and

WHEREAS, the County Council desires to establish an objective time limit for persons desiring to speak at public hearings conducted by County Council.

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

1. Section 2-38(c)(4) of the Code of Ordinances, Anderson County, South Carolina is hereby amended such that the second sentence following sub-section f. reads as follows:

Any person desiring to do so may speak at a public hearing for up to three (3) minutes, so long as he/she is speaking to the matter under consideration.

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

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

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2020.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

Sec. 2-38. - Ordinances and resolutions.

- (a) *Ordinances and resolutions to be approved as to form.* Prior to introduction, all ordinances and resolutions shall be submitted to the clerk to council for preparation and reviewed by the county attorney as to form and draftsmanship. As used herein, the term "ordinance" shall be a permanent enactment having the force of law, and the term "resolution" shall mean a temporary or enabling enactment, regulation, or action expressing the policy, intent, or sense of the council.
- (b) *Ordinances and resolutions to be in writing.* All proposed ordinances and resolutions shall be in writing, either typed or printed, by the time of second reading and be in a sufficient number of copies for each member of the county council to be provided with copies at the time of introduction or by the time of second reading if first reading is by title only. See section 2-38(c)(1)f., infra.
- (c) *Reading and enactment of ordinances, resolutions and appointments.*
- (1) *Ordinances other than emergency ordinances.*
- a. Ordinances may be introduced by any member of the county council and all ordinances must be submitted to the clerk to council in writing, as specified in this article.
 - b. The clerk to council shall assign a number to the proposed ordinance.
 - c. The county attorney shall review the proposed ordinance for purposes of legality and constitutionality. The county attorney shall also ensure the ordinance has been given a proper title. The county administrator shall review proposed ordinances as to form.
 - d. Ordinances shall be listed on the clerk's records by number, sponsor, and title, in the order in which they are introduced and reported out by the county administrator's office.
 - e. Notice of time and place of hearings for those ordinances requiring public hearings must be published 15 days in advance of the public hearing, in a newspaper of general circulation in the county. Section 4-9-130 of the Code shall be complied with in all regards with respect to this procedure. Also, see section 2-38(c)(4), infra.
 - f. The first reading (which may be by title only) of the ordinance shall be recorded in the minutes of county council. Amendments may be made to the ordinance during first reading, and the ordinance may be fully debated, tabled, voted upon, or otherwise acted upon by the members. If all members are furnished with a copy of the ordinance, a verbatim reading shall not be required unless it shall be specifically requested by a member.
 - g. The second reading of the ordinance may not be on the same calendar day as the

first reading. On second reading a proposed ordinance may be fully acted upon, as for the first reading. After discussion, the ordinance may be voted on.

- h. There shall be at least seven calendar days between the second and third readings of a proposed ordinance. On third reading, the proposed ordinance may be acted on in the same manner as for the second reading. If adopted by majority vote of the county council, the proposed ordinance becomes an official ordinance, and will be signed by the chairperson, or vice chairperson if presiding, and attested by the county administrator or clerk to county council.
 - i. The clerk to council shall be responsible for indexing and providing for compilation of the adopted ordinance in the County Code of Ordinances.
 - j. The clerk to council and the county attorney shall ensure the adopted ordinance is forwarded to the consultant and publisher for printed revisions of the County Code of Ordinances (the "County Code").
 - k. The clerk to council, or designee, shall cause a copy of the revised code sections, once received from the publisher, to be forwarded to such officials in the county as the county council may from time to time designate and to such private parties as may subscribe to such distribution service.
- (2) *Emergency ordinances.* To meet public emergencies affecting life, health, safety or the property of the people, county council may adopt emergency ordinances: but such ordinances shall not levy taxes; grant, renew, or extend a franchise; or, impose or change a service rate. Every emergency ordinance shall be designated as such and shall contain a declaration that an emergency exists and describe the emergency. Every emergency ordinance shall be enacted by the affirmative vote at least two-thirds of the members of county council present. An emergency ordinance is effective immediately upon its enactment without regard to any reading, public hearing, publication requirements, or public notice requirement. Emergency ordinances shall expire automatically as of 61st day following the date of enactment.
- (3) *Resolutions.* Any temporary or enabling enactment, regulation, or action expressing the policy, intent, or sense of the county council shall be in the form of and entitled a "resolution" and shall:
- a. Be in writing, once in final form; shall have a heading stating its subject and specific reference to the governing statute or county ordinance pursuant to which it is enacted, if any; shall relate only to matters encompassed by the controlling statute or ordinance, if any; and, shall be divided into sections with appropriate subtitles, if appropriate;
 - b. Be enacted in public session by at least a majority of those members of the county council present and voting, following a motion and a second. Such vote will be

recorded;

- c. Be signed by the chairperson, or vice chairperson if presiding, and attested by the clerk to council or county administrator;
 - d. Become effective upon the date of enactment unless otherwise specified in the regulation; and,
 - e. Expire, as to effect and application, at the end of one year from the date of enactment or at the end of the term of that county council, whichever occurs earlier, unless specifically stated otherwise in the resolution.
- (4) *Public hearing.* Public hearings, upon reasonable and lawful public notice, shall be held before final county council action is taken to:
- a. Adopt annual operational and capital budgets;
 - b. Make appropriations, including supplemental appropriations;
 - c. Adopt building, housing, electrical, plumbing, gas and all other regulatory codes involving penalties;
 - d. Adopt zoning and subdivision regulations;
 - e. Levy taxes; and
 - f. Sell, lease, or contract to sell or lease real property owned by the county.

Not less than 15 days notice of the time and place of such hearings shall be published in at least one newspaper of general circulation in the county. Any person desiring to do so may speak at a public hearing for a reasonable period of time, so long as he/she is speaking to the matter under consideration. Should any person deviate from the stated nature and content of the matter placed on the agenda, the chairperson shall rule such person out of order. Anyone retained by a person, group or organization for the purpose of promoting or opposing any matter before the county council for compensation shall at the outset notify county council that he or she is appearing in a representative capacity and, additionally, shall state that his or her principal has a direct economic interest in the matter under consideration in the event his or her principal has such an interest. Any compensated spokesperson who fails to make the disclosure required hereunder shall not be allowed to speak or present to county council. The chairperson may exercise control of the public hearing to ensure that no person abuses the public hearing process by engaging in unreasonable lengthy comments, clearly repetitive comments, or profane, abusive, or offensive or inappropriate comments.

- (5) *Introduction of ordinances or resolutions.* Any member of county council may introduce an ordinance for first reading or resolution at any meeting of the county council in accordance with the foregoing rules. No advance notice of such introduction of an

ordinance or resolution shall be required if so approved by two-thirds of the members present and voting.

- (6) *Election and appointment to boards and committees (other than committees of county council).*
- a. *Duties of chairperson with respect to vacancies.* The clerk shall report to the county council at each regularly scheduled meeting concerning all impending vacancies occurring within 90 days from such meeting on county boards and committees which the county council has the legal responsibility to fill. Elections or appointment to fill such vacancies shall be held at a regular meeting of the county council prior to the expiration of the terms of those board or committee members whose successors are to be elected or appointed. At a regular meeting of the county council held at least one month prior to any such election, the chairperson will give notice of such election and date thereof and will announce that at the regular meeting of the county council next preceding the election meeting, nominations to fill such vacancies will be entertained by the chair.
 - b. *Election.* At the meeting at which the election is to be held, the chairperson shall announce the names of all nominees for vacancies to be filled. Should the number of nominees exceed the number of vacancies, the clerk shall call the roll, and each member of the county council shall cast his vote, either viva voice or by written ballot (which shall not be secret) for a number of nominees equal to the number of vacancies to be filled. Those candidates receiving a majority of the votes cast shall be elected. If insufficient candidates receive a majority to fill all positions, the balloting shall continue for the remaining positions until all have been filled.
 - c. *Appointment.* When positions are to be filled by county council district appointment, no election or vote by the overall county council, as described in the immediately preceding subsection, election, is required, but each such appointment should be announced in public meeting for public information and record purposes and must be confirmed by the county council by voice vote before such appointment becomes effective. If the county council does not confirm the appointment by a majority of those giving voice vote, that appointment fails and another appointment for the position may be offered for confirmation, using the procedures of this subsection.
 - d. *Recommendations for appointment.* In cases where county council does not elect or appoint but recommends persons for appointment by the governor or otherwise, the same procedure as applies to elections will be followed as to such recommendations.
- (7) *Annual appropriations ordinance.* Prior to May 15 of each year, the administrator shall submit for first reading an appropriations ordinance which shall set forth in detail

appropriations for all county purposes and activities during the ensuing fiscal year; and this ordinance, as it may be amended, shall be enacted by the county council prior to the commencement of such fiscal year. The total of the appropriations under such ordinance shall not exceed the total of anticipated county revenue from all sources as projected by the administrator.

- (8) *Effective date of ordinances and resolutions.* The effective date of each ordinance or resolution passed by the county council shall be the date of final reading and adoption unless otherwise specified.
- (9) *Ordinances and resolutions to be available.* All ordinances and resolutions of the county council shall be made available for public examination through the office of the clerk to county council, and may be purchased at a reasonable cost through the Freedom of Information Act.

(Ord. No. 00-014, § III, 4-18-00; Ord. No. 01-003, attach. II, 2-6-01; Ord. No. 2006-046, § 4, 12-19-06; Ord. No. 2012-012, § 3, 8-21-2012)



September 14, 2020

Rural Infrastructure Authority
1201 Main Street
Suite 1600
Columbia, SC 29201

Tommy Dunn
Chairman
Council District 5

Brett Sanders
Vice Chairman
Council District 4

Craig Wooten
Council District 1

Gracie S. Floyd
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

M. Cindy Wilson
Council District 7

Lacey Croegaert
Clerk to Council

Rusty Burns
County Administrator


To Whom it May Concern:

Anderson County is committed to the continual improvement of our infrastructure. In addition to funds already spent on flow monitoring, CCTV, cleaning, and engineering assessment of the Stonehaven Sewer System, Anderson County agrees to contribute the required \$233,000.00 of construction and non-construction costs necessary to complete the construction of the Stonehaven Gravity Sewer Rehabilitation project.

In the event that construction costs exceed the estimated costs, The County is willing and able to contribute the aforementioned funds in order to complete the project and provide a full and working collection system for its customers.

If you have any questions, please do not hesitate to contact me.

Sincerely,


Rusty Burns
County Administrator

Enclosures

ADMINISTRATION DIVISION

Rusty Burns | County Administrator

O: 864-260-4031 | F: 864-260-4548 | rburns@andersoncountysc.org
Historic Courthouse | 101 South Main Street, Anderson SC 29624
PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org

Grant Application

Grant Applicant:	Anderson County	Date Submitted:	9/14/2020
Project Title:	Stonehaven Gravity Sewer Rehabilitation		

APPLICATION CHECKLIST

Application: See Grant Application Instructions (attached)

- Application Forms and Certification (*with original signature*)
- Narrative

Attachments (*assembled in the following order*):

1. Preliminary Engineering Cost Estimate
2. Maps:
 - Project Location and Service Area
 - Existing Infrastructure
 - Proposed Improvements
3. Program Documentation:
 - Basic Infrastructure (*attach as appropriate*)
 - DHEC Sanitary Survey – For all Water Projects
 - DHEC Compliance Evaluation Inspection– For all Sewer Projects
 - Notice of Violation or Consent Order
 - Corrective Action Plan
 - Other “Need” Documentation
 - Operating Budget and Actual Revenues/Expenses
 - Capital Improvement Plan
 - Residential Customer User Rates
 - Economic Infrastructure (*attach as appropriate*)
 - Economic Development/Jobs***
 - Jobs & Capital Investment Commitment
 - Planned or Approved Incentives
 - Product Development***
 - Industrial Site/Park Public Ownership Documentation
 - Industrial Site/Park Master Plan with utilities and capacity
 - DHEC Sanitary Survey – For all Water Projects
 - DHEC Compliance Evaluation Inspection– For all Sewer Projects
4. Funding and Other Commitments
 - Local Funds - Required
 - Other Funds
 - New Customers(70% documented commitment to connect)
 - Property ownership certification (Easements/ROW/Real Property)
 - Agreement to apply on behalf of an eligible entity

Submit original and 4 copies of the application and attachments to the South Carolina Rural Infrastructure Authority. Applications must be received by 5:00 pm on the due date. No postmarks will be accepted.

Applicant Information	
Applicant Name:	Anderson County
Mailing Address:	101 South Main Street
City, State and Zip:	Anderson, SC 29624
State Legislative Districts:	Senate: 3 House: 8
Applicant Type:	<input checked="" type="checkbox"/> Local Government <input type="checkbox"/> Special Purpose District <input type="checkbox"/> Public Works Commission <input type="checkbox"/> Joint Municipal System <input type="checkbox"/> Applicant is submitting on behalf of a not-for-profit water/sewer company or other eligible entity (<i>attach written agreement</i>) Name: _____

Project Summary	
Project Title:	Stonehaven Gravity Sewer Rehabilitation
Project Summary: <i>(Limit to 2/3 sentences)</i>	Approximately 9,500 linear feet of pipeline has been identified for CIPP installation and 36 service laterals have been identified for replacement. Approximately 100 vertical feet of manhole rehabilitation need has been identified for rehabilitation. CCTV and Cleaning of
Project Location:	Anderson, SC
County Development Status/Census Tract(s):	<input type="checkbox"/> Tier I or II County <input type="checkbox"/> Tier III or IV County Project Census Tract(s):

Funding Request		Grant Category	Type of Project
RIA Funds Requested:	\$ 500,000	<input checked="" type="checkbox"/> Basic Infrastructure <input type="checkbox"/> Economic Infrastructure	<input type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer <input type="checkbox"/> Stormwater Drainage <input type="checkbox"/> Other (Describe):
Other State Funds:	\$		
Federal Funds:	\$		
Local Funds:	\$ 233,000		
Total Project Funding:	\$ 733,000		

Contact Information	Name	Title	Phone	Email Address
Chief Elected or Administrative Official:	Rusty Burns	Anderson County Administrator	(864) 260-4031	rburns@andersoncountysc.org
Local Project Contact:	Derrick Singleton	Wastewater manager	(864) 260-4023	dbsingleton@andersoncountysc.org
Local Financial Contact:	Rita Davis	Chief Financial Officer	(864) 260-4031	rdavis@andersoncountysc.org
Engineer/Consultant:	Will Nading, PE	Project Engineer	205-215-2143	will.nading@gmcnetwork.com

Project Budget				
Activity	RIA Funds	Other Funds	Identify Source	Total
Construction				
Mobilization	\$	\$ 34,000	Local	\$ 34,000
Manhole Rehab	\$ 17,000	\$		\$ 17,000
Point Repair	\$ 144,000	\$		\$ 144,000
CIPP Installation	\$ 339,000	\$ 60,000		\$ 399,000
CCTV and Cleaning	\$	\$ 39,000		\$ 39,000
Site Restoration	\$	\$ 40,000		\$ 40,000
	\$	\$		\$ 0
	\$	\$		\$ 0
Construction Total	\$ 500,000	\$ 173,000		\$ 673,000
Percent of RIA & Other Funding	74%	26% *		100%

**Percent of Other Funding: Applicants in Tier I and II Counties are required to provide at least 25% of the total construction costs.*

Activity		Other Funds	Identify Source	Total
Non-Construction				
Engineering		\$ 60,000		\$ 60,000
Permits		\$		\$ 0
Land Acquisition		\$		\$ 0
Legal or Administrative		\$		\$ 0
Other:		\$		\$ 0
Other:		\$		\$ 0
Non-Construction Total		\$ 60,000		\$ 60,000

Total Project Funding** <i>Construction+ Non-Construction</i>	\$ 500,000	\$ 233,000		\$ 733,000
Percent of RIA & Other Funding	68%	32%		100%

***Total Project Funding should match Total Project Funding on Page 2 of this application.*

Project Benefit	Residential	Business
Total Customers(<i>existing and new</i>) to be Served by Project	201	NA
Number of New Customers to be Served by Project	NA	NA
Number of New Customers Committed to Connect (<i>minimum of 70% of all new customers</i>)	NA	NA
Number of Jobs (<i>Economic Development/Jobs Project</i>)	New: NA	Existing: NA
New Capital Investment (<i>Economic Development/Jobs Project</i>)	\$	

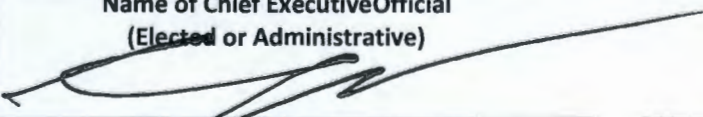
Project Schedule & Readiness

Ready to Go Status	Completed or Planned Completion	Permits	Obtained
Preliminary Engineering Report	Date: <u>9/14/2020</u>	DHEC	<input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NA
Final Design	Date: <u>1/31/2021</u>	DOT	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> NA
Acquisition	Date: <u>1/31/2021</u>	Railroad	<input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NA
Permits	Date: <u>2/28/2021</u>	Wetlands	<input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NA
Construction Bid Opening	Date: <u>4/15/2021</u>	Other: _____	<input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NA
Construction Start	Date: <u>6/1/2021</u>	<i>If permit in hand, select Y. If needed and not yet obtained, select N. If permit not needed, select NA.</i>	
Construction Completion	Date: <u>12/1/2021</u>		
Are multiple contracts planned?	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		

Property Acquisition	Completed or Planned Completion	Quantity
<input type="checkbox"/> Easements/ROW	Date: _____	Number needed: _____
<input type="checkbox"/> Real Property	Date: _____	Number needed: _____
<i>Attach certification of public ownership for all real property, easements or ROW already acquired for this project.</i>		

Certification

As the Chief Executive Official for the applicant, I certify that the information submitted in this request and the attachments are complete and correct and that the applicant has authorized the submission of this grant application for SC Rural Infrastructure Authority funding to assist in carrying out the project described herein. I concur with the commitments implied and contained in this application and agree to abide by the program requirements as well as any future grant assessments. The applicant certifies that it has complied with state law with respect to the submission and contents of this application and has disclosed any conflicts of interest with regard to the project.

<u>Rusty Burns</u>	<u>County Administrator</u>
Name of Chief Executive Official (Elected or Administrative)	Title
	<u>9-14-20</u>
Signature	Date

Application Forms and Required Attachments

To ensure the proposed project complies with program guidelines (including eligibility, match and budget/cost feasibility), please review the [Program Strategy](#) before completing the application.

Application Forms – must be accurate and filled out completely. They include:

- Cover Page/Application Checklist;
- Applicant Information, Project Summary, Funding Request and Contact Information;
- Project Budget; and
- Project Benefit, Schedule and Certification.

Application Narrative– Attach a brief narrative about the project that addresses each of the following:

NEED

- Explain the need for this project including a summary of the current condition, capacity and deficiencies of existing facilities.
- Describe the number of customers directly impacted by each problem identified as well as the frequency and severity of the problem.
- Describe actions taken or planned with local/other resources to address this or similar system problems.
- For **Emergency** Infrastructure projects, also describe the circumstances that have created an imminent threat, when it occurred and why immediate action is required.

SERVICE AREA

- Identify the project's service area and explain how it was determined.

PROJECT DESCRIPTION

- Provide a detailed description of the entire project, including all project activities regardless of funding source.
- Explain how the project will be carried out, particularly where multiple funding sources are involved.
- Indicate the name of the proposed subrecipient who will carry out any portion of the project and describe the subrecipient's project responsibilities.

FEASIBILITY

- Identify how the project will solve the problem or improve conditions.
- If the project does not completely solve a system or area-wide problem, indicate plans for addressing the remaining need and a timeframe.
- Justify the total construction cost based on the number of customers directly benefitting. If new services are proposed, justify construction costs based on the number of new customers.
- Identify any regional or cost saving alternatives considered.
- Address the proposed project schedule and any anticipated or potential delays.

SUSTAINABILITY

- Explain how project improvements will be maintained including:
 - Operating budget compared to actual revenues and expenditures;
 - Capital improvement plan;
 - Extent of cash reserves in the system to handle repairs and emergencies;
 - Extent of system transfers to the general fund;
 - Identify the average residential bill (per 5,000 gallons); and
 - Indicate any recent and planned rate increases and the expected timeframe.

BENEFITS/IMPACT

- Quantify and explain the number of direct and indirect beneficiaries.
- How will the project address one or more of the following:
 - Resolve regulatory or health issues;
 - Improve quality of life;
 - Provide a regional solution that will lead to greater sustainability;
 - Contribute to the area's economic competitiveness; or
 - Support economic development, including the new jobs and capital investment expected and the timeframe.
- Include any additional information that should be considered in evaluating the proposed project activities.

Attachments – In addition to the Application Forms and Narrative, applicants must also include the following attachments in the order specified below when submitting a grant application.

Attachment 1: Preliminary Engineering Cost Estimate-A *PER may be attached.*

- Include a detailed cost estimate for each activity (Prepared within the past 12 months.)

Attachment 2: Project Location and Service Area Maps(*Use symbols and color-coding to identify activities.*)

- Attach a county or municipal road/street map identifying the project's service area and census tracts.
- Attach a map showing the location, size and/or capacity of existing infrastructure within the project area.
- Attach a map showing the location, size and/or capacity of all proposed project improvements within the project service area.

Attachment 3: Program Documentation- Attach all applicable documentation for this project.

BASIC INFRASTRUCTURE

- For water projects, attach a copy of the most recent DHEC Sanitary Survey.
- For sewer projects, attach results of the most recent DHEC Compliance Evaluation Inspection.
- Attach a copy of any Consent Orders or Notice of Violations from federal or state agencies, as well as the approved (or proposed if not yet approved) Corrective Action Plan.
- Attach any other relevant documentation of health concerns (i.e., test results, customer complaints, photos, etc.) documenting frequency, quantity and severity of problem.
- Residential customer user rates.
- Operating budget compared to actual revenues and expenditures.
- Capital improvement plan.

ECONOMIC INFRASTRUCTURE

Economic Development/Jobs

- Attach a letter of commitment from a company official for the number of jobs to be created/retained as well as the planned amount of capital investment within 5 years.
- Attach documentation of the source and amount of all planned or approved incentives.

Product Development

- Attach documentation of public ownership of industrial sites or parks.
- Attach Master Plan of industrial site or park with utilities and capacity.

System Capacity

- DHEC Sanitary Survey – For all Water Projects.
- DHEC Compliance Evaluation Inspection Results – For all Sewer Projects.

Attachment 4: Funding and Other Commitments

- Attach a letter of commitment (with original signature) from the chief elected/administrative official for all construction funding required to implement the project, including the source and amount of funding to be provided and when funds will be available.
- Attach a letter of commitment for all non-construction costs from the chief elected/administrative official (including engineering, permitting and acquisition).
- Attach evidence of new customer commitments to connect.
- Attach certification of public ownership for all necessary easements/rights-of-way or other real property already acquired for this project.
- Attach written agreement to apply on behalf of another eligible entity.

Submit an original and four copies of the unbound application and attachments to RIA. Postmarked applications will not be accepted. Applications may be submitted electronically in addition to submission of an original and four copies, which also must be received by the deadline. Failure to submit the required copies by the deadline could delay consideration of your project or result in a determination that the application is incomplete. Applications must be submitted to:

**SC Rural Infrastructure Authority
1201 Main Street, Suite 1600
Columbia, SC 29201**

Email address: pgantt@ria.sc.gov

Application Due Dates

Round 1: September 14, 2020

Round 2: March 15, 2021

NOTE: These instruction sheets DO NOT need to be submitted with the grant application.



MEMORANDUM

DATE: SEPTEMBER 4, 2020

TO: RUSTY BURNS
Administrator

FROM: JUDY SHELATO MATT SCHELL
Special Projects Manager Parks Manager

SUBJECT: REQUEST FOR BID AWARD PREAPPROVAL
Bid 21-010 - Dolly Cooper Baseball Field Phase I Project

The bid opening for this project is Thursday, September 24, 2020. If County Council was to have a normally scheduled 1st Tuesday meeting in October it would be on October 6, 2020, twelve days after the bid opening. It could be another two weeks until the Notice to Proceed could be given and work begun at the site. Because the ballfield includes installing an irrigation system before setting the Bermuda sod, time is of the essence for the sod to be able to root before winter weather sets in.

It would benefit the project tremendously if County Council could pre-approve the bid award for a “not to exceed cost” of \$250,000.00 to the qualified low bidder.

Please advise, if this would be feasible.

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

Brett Sanders
V. Chairman, District 4

Gracie Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA
Rusty Burns | County Administrator
rburns@andersoncountysc.org



**ANDERSON
COUNTY**
SOUTH CAROLINA

AGENDA
Planning and Public Works Committee Meeting
Wednesday, September 2, 2020 at 12:00 pm
Anderson Civic Center
3027 Martin Luther King Jr Blvd.
Anderson, South Carolina 29625

M. Cindy Wilson, Presiding

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.

Tommy Dunn
Chairman
Council District 5

Brett Sanders
Vice Chairman
Council District 4

Craig Wooten
Council District 1

Gracie S. Floyd
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

M. Cindy Wilson
Council District 7

Lacey A. Croegaert
Clerk to Council

Rusty Burns
County Administrator

1. Call to Order: **Chairman M. Cindy Wilson**
2. Invocation and Pledge: **Mr. Brett Sanders**
3. Approval of Minutes for July 22, 2020 **Committee members**
4. Discussion of Stormwater management exemption for single family residential construction not part of a subdivision. **Mr. Jon Batson**
5. Deletion of "special exceptions" items from the zoning ordinance. **Ms. Alesia Hunter**
6. Discussion and recommendations for increasing lot size from 8,000 sq. ft. to 15,000 sq. ft. or developers choice to cluster buildings on 6000 sq. ft. parcels and place the difference into undeveloped space adjoining the cluster with Conservation Development Design guidance. **Ms. Alesia Hunter**
7. Upgrades for Stormwater measures in consideration of flooding episodes. **Mr. Matt Hogan**
8. New Business:
9. Citizens Comments:
10. Adjournment:

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

**Minutes
Planning and Public Works Committee
Wednesday, July 22, 2020**

The Planning and Public Works Committee meeting of Wednesday July 22, 2020 was called to order at 1:00pm by Chairman M. Cindy Wilson. Mr. Jimmy Davis and Mr. Brett Sanders were in attendance for the Planning and Public Works Committee meeting. The Invocation and Pledge of Allegiance was provided by Mr. Jimmy Davis.

The following items were discussed by the committee:

3. Bid #20-050 Starr C&C Landfill, Mr. Robert Carroll and Mr. Greg Smith

The first bid for this project came back over budget so some of the scope for this project was changed and it was sent out for a second bid with six bids received. The staff recommend Belk Company in Anderson for \$2,631,005.65. A sediment pond will have to be put in first before the building can begin. This will require digging out and moving 300,000 cubic yards of gravelly sandy dirt. A total of 58,000 cubic yards of dirt will stay on-site and the rest will have to be taken off-site to a place that has a land-use permit. It may take at least 6 months to complete construction for this project. DHEC has permitted, letters were sent to all neighbors, and signatures were received indicating that everyone knows what will be happening at the site.

The Starr C & C Landfill is a clean run landfill that has received compliments from DHEC for being one of the best run landfills. The Belk Company and Miller Construction have done a lot of subcontracting. They helped build part of the Whitefield site addition and constructed the Slab Town site. The Labella Engineering firm reviewed everything and recommended the County go with the Belk Company. The dirt that is being removed is not contaminated but it is a sandy gravelly dirt that can't be used for construction but can be used as landfill coverage or it can be used by a farmer for a filling area.

There is a contingency that will come back to the County if it's not used that is a set 15% of the total bid. The money for this project has already been budgeted with a Revenue bond that also included the Whitefield project, and the baler at the Murph. The landfill can possibly be used for 20 more years unless COVID-19 continues to hit every year.

Mr. Jimmy Davis made the motion to accept the bid from the Belk Company for \$2,631,005.65 with a second from Brett Sanders. The Planning and Public Works Committee voted unanimously 3-0 to recommend to Full Council.

4. Changes, Deletions, additions to Anderson County Code of Ordinances regarding Land Use Addition of notification and posting of subject property and use of reverse 911 calling system to advise adjoining landowners and nearby neighborhoods of new projects/uses in unzoned areas

A reverse 911 call puts phone calls out to residents. A recent landfill public hearing was held for which the State sent out postcards and notifications, but people did not receive them. The Planning Department also sent out zoning information that was not received. Anderson County is complying with the County and State requirements. The US Postal service is not as reliable now. In most homes there is not a home phone anymore almost everyone uses cellphones. In zoned areas postcards are sent to the current address provided by the Anderson County Assessor's office. The Planning Department is proposing to continue with publishing a legal advertisement and posting signs to the property 15 days before a meeting. In addition, they will send out notifications to everyone within 1000 feet. The website address is located on the signs and the information is posted on the web page with a map.

**Minutes
Planning and Public Works Committee
Wednesday, July 22, 2020**

Mr. Jimmy Davis suggested developing an app for Anderson County Planning. If an app is developed the County could offer it free to the public and every time the Planning Commission schedules a meeting an alert will be sent out to everyone who has downloaded the app. An app would be easy and cheap to develop. The Anderson County Planning app could include contacts for the Planning commissioners, and how to contact the Planning Department. It can be blasted out in several ways. The Planning Department is currently on Twitter. When people pull-up the app they will be able to see who the commissioners are, they can get alerts about the agendas and they can contact the Planning Commission. The Council members can talk to the people to get the word out about the Planning app as well as using reverse 911 that will call everyone within the area of 1000 feet. A reverse 911 call won't register unless someone answers the call, or the voicemail picks up. Mr. Mark Williamson will be able to look into this item. Ms. M. Cindy Wilson requested the special exceptions be notified in the same manner and the zoned areas should also be notified with reverse 911.

Mr. Jimmy Davis made the recommendation to full council to enact the use of the reverse 911 calling system to notify constituents in the respective areas of upcoming projects and planning as well as to start the investigation into forming an Anderson County Planning app for smart phones with a second from Mr. Brett Sanders. The Planning and Public Works Committee voted unanimously 3-0 to recommend to Full Council.

**4. Changes, Deletions, additions to Anderson County Code of Ordinances regarding Land Use
Deletion of some uses allowed under "special exceptions" in zoned areas and improved notifications**

The special exceptions that should go under a "commercial use" are as follows: communication towers, childcare centers, and private recreation areas. There should be discussions about schools, veterinary clinics and hospitals that should be subject to the zoning and not just a special exception. Public hearings are currently held for these items, but more definition could be added under private recreation. The problem is the County is becoming rapidly developed and our land use and development standards must be updated.

For example, the McConnells came to the County for a private recreation area and made the application to DNR claiming acreage they provided no proof of. The DNR is not responsive due to the virus. Shooting starts at 7am until late in the evening. They were shooting tannerite causing nearby buildings to shake. There are not any problems with the roadside stand for the sale of crops, produce, and fruit produced on the property and many people are in support of this use but not allowing the McConnells to charge for shooting in a residential area. There is also an issue with parking on Midway Road that needs to be addressed.

The Bed and Breakfasts, home stays, host homes, guest homes and Air bnb's been having some issues. The County needs to try to address these issues in a better way. As Anderson County continues to grow and develop there are problems arising that were not a problem before.

In a future Planning and Public Works meeting the committee would like to discuss different commercial types and uses, defining a nuisance, special exceptions and proposed agricultural zoning classifications.

**Minutes
Planning and Public Works Committee
Wednesday, July 22, 2020**

4. Changes, Deletions, additions to Anderson County Code of Ordinances regarding Land Use Require 8,000 square foot lots to be changed to 15,000 square foot or developer may choose to “cluster” on smaller parcels but required to have the difference of 15,000 square feet reserved in “green” or undeveloped area around the “cluster” in unzoned areas.

Mr. Jimmy Davis requested to change the 8,000 square foot lots to 15,000 square foot lot in subdivisions. Ms. M. Cindy Wilson recommended to also provide the developer with a choice of using clustering on small parcels with a requirement of having the difference of the 15,000 square foot reserved for green or undeveloped areas around the cluster. When using clustering a developer could receive a 25% lot average discount of the lots total on unzoned properties with sewer where the lot sizes will decrease to 11,250 square foot. Some developers are using undevelopable land such as wetlands or water ways as their set aside and this could require developers to keep more space around the dwellings.

Mr. Jimmy Davis would like to present an ordinance for first reading in August that will change the 8,000 square foot lots to a 15,000 square foot lot size in the unzoned areas with sewer. The ordinance can receive additions or be changed before third reading. If the County has this ordinance it can help with quality housing and Storm water run-off.

If a conservation subdivision ordinance was proposed it would need to be considered as its own ordinance due to the special tax implications involved. The County will need to be careful when considering green space ideas to ensure that the property taxes are tied to the lots, so the county won't end up with the responsibility of these properties. A conservation subdivision can go down to 6000 square foot lot. A conservation subdivision would be an option that developers could look at.

For a twin home lot, the square footage is cut in half for town homes because there are two structures that are put together as attached units. In zoned areas there is an 8000 square foot minimum lot size and the green space is included. A duplex is a two-family one-story unit with a common firewall and each unit has a front and back door. A town home can be two or more attached units together.

Mr. Jimmy Davis made the motion to increase the lot size from 8,000 square foot to 15,000 square foot for a single lot on sewer in unzoned areas and 7,500 square feet for twin home lots on sewer with a total of 15,000 per building lot with a second from Mr. Brett Sanders. The Planning and Public Works Committee voted unanimously 3-0 to recommend to Full Council.

6. Adjourn:

Mr. Jimmy Davis made the motion to adjourn with a second from Mr. Brett Sanders. The Planning and Public Works Committee voted unanimously 3-0 to adjourn.

There being no further business, the Planning and Public Works Committee meeting adjourned at 2:17 pm.

Planning and Public Works Committee

_____, Chairman

Date

Provisions for Uses Permitted by Special Exception

Special Exception - uses allowable where facts and conditions detailed in this chapter as those upon which a use may be permitted are found to exist.

- | | |
|---|--|
| <ul style="list-style-type: none"> ▶ Section 7:2 Public utility buildings and uses includes sewage lift stations, pump stations, electrical substations, and telephone equipment buildings. Must pay attention to Overlay Districts and use caution when approving. Example: East-West Parkway natural gas regulator at Brookhollow. ▶ Section 7:3 Auto wreckers, scrap processors, junk yards may be permitted in I-1 (Industrial District). ▶ Section 7:4 Livestock in residential districts includes ponies and horses may be kept in R-20 and R-15 (Single family residential). ▶ Section 7:5 Churches may be permitted in all districts. | <ul style="list-style-type: none"> ▶ Section 7:6 Private recreation area or country club may be permitted in R-20, R-15, R-12, R-10, R-8 (Single family residential); R-M, R-MA (Multifamily residential); R-A (Residential Agricultural). ▶ Private recreation area means a recreation area maintained for members including but not limited to golf course, swimming pools, tennis clubs, and neighborhood clubhouses any and each which must comply with all requirements of the zoning ordinance. ▶ Section 7:7 Child care centers or day care centers may be permitted in R-M, R-M1, R-M2, R-M7, R-MA (Multifamily residential); R-D (Residential Duplex). |
|---|--|

Special Exception - uses allowable where facts and conditions detailed in this chapter as those upon which a use may be permitted are found to exist.

- | | |
|---|--|
| <ul style="list-style-type: none"> ▶ Section 7:8 Manufactured homes in conjunction with schools and parks only one manufactured home shall be allowed adjacent to and in conjunction with any public or private school or park. ▶ Section 7:9 Temporary accessory residential use - a manufactured home may be permitted in any zoning district as a temporary accessory residential use. ▶ Section 7:10 Accessory dwelling - one accessory dwelling unit may be permitted with any permitted principal use in S-1 (Services District); I-1 (Industrial District); C-1 and C-2 (Commercial District). | <ul style="list-style-type: none"> ▶ Section 7:11 Family/group care homes may be allowed in all multifamily residential districts. ▶ Section 7:12 Nursing CCRC may be allowed in all multifamily residential districts. ▶ Section 7:13 Recycling may be allowed in residential zoning districts and in C-1R, C-1 and C-2 (Neighborhood/Commercial District). |
|---|--|

Special Exceptions continued

- | | |
|---|---|
| <ul style="list-style-type: none"> ▶ Section 7:14 Automated automobile wash in conjunction with a convenience food store with gasoline may be permitted in the C-1 (Commercial District) ▶ Section 7:15 Cemeteries permitted as uses by special exception in the C-2 (Highway Commercial); R-20, R-15, R-12, R-10, R-8 (Single family residential); R-M, R-MA (Multifamily residential). ▶ Section 7:16 Mini-warehouses may be permitted in the C-2 (Highway Commercial). | <ul style="list-style-type: none"> ▶ Section 7:17 Bed and breakfast establishments may be permitted in the C-1N (Neighborhood Commercial); R-A (Residential Agricultural); R-20, R-15, R-12 (Single family residential); R-D (Residential duplex); R-M1, R-M2, R-M7, R-M, R-MA (Multifamily residential). ▶ Section 7:18 Communication towers are permitted as a principal or secondary use in the S-1 (Services District); I-1 (Industrial District) and C-2, C-3 (Commercial Districts). Communication towers are permitted as an ancillary or secondary use on residentially zoned sites where another use (other than single-family or duplex use) is already established as the principal use of the property, such as a school, church, multifamily residential complex, public utility site, or other similar use; provided the principal use of the property complies with applicable zoning and subdivision regulations. |
|---|---|

The following uses can cause an adverse impact to properties within the zoned districts. These uses are normally designated under Section 7:6 Private recreation area.

- Shooting/Skeet ranges (indoor/outdoor)
- Gun schools
- Event venues (weddings, parties, socials, classes, etc.)
- Bed and Breakfast establishments
- Communication towers

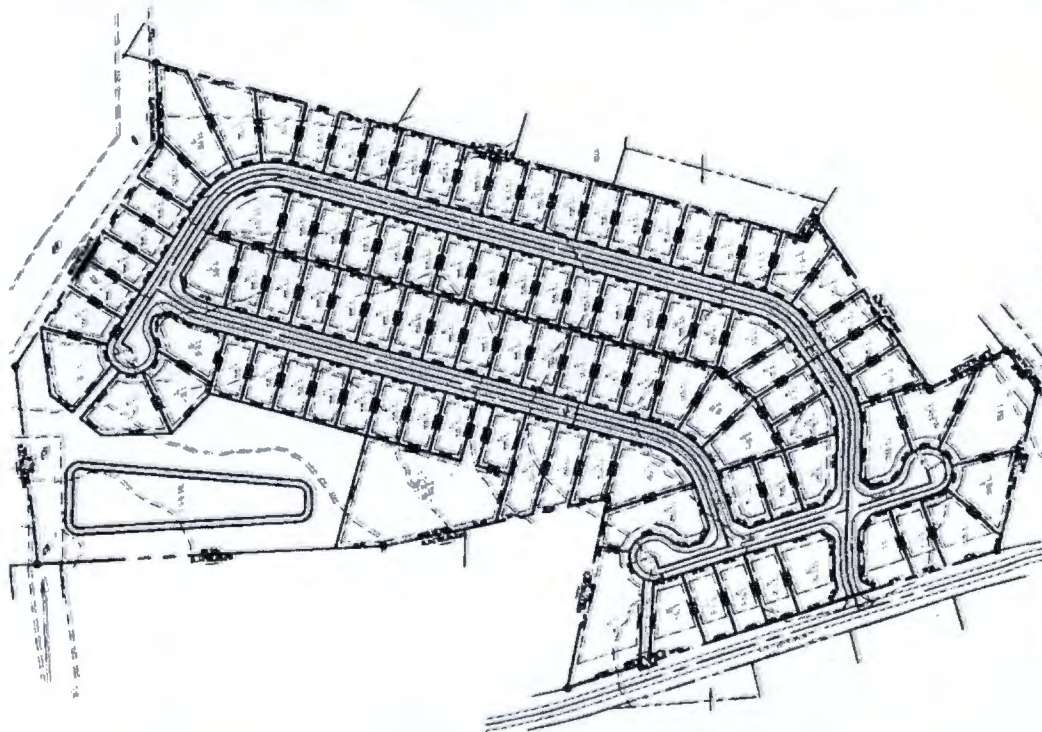
Recommendation:

1. Make the above special exceptions as a standalone permitted use under Chapter 70, Article 7 Special Exceptions with specific guidance as it pertains to the zoning district and applicable guidelines.
2. Allow as permitted uses in certain zoning districts.

Lot Sizes in Unzoned Areas

With Public Water and Sewer Access

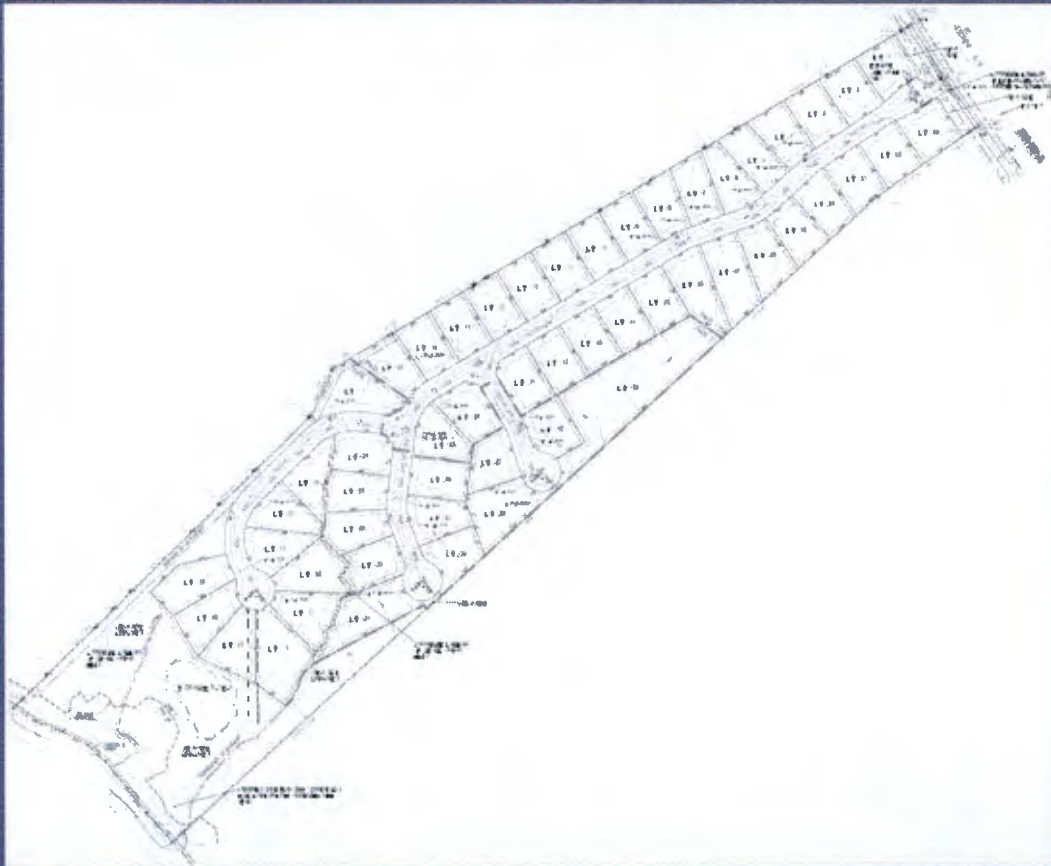
Current Allowance of 8,000 Sq Ft



35.5 acre parcel
99 lots
7% green space, excluding
stormwater pond
1,086 sq ft per lot of open
space

Example of subdivision in Anderson County

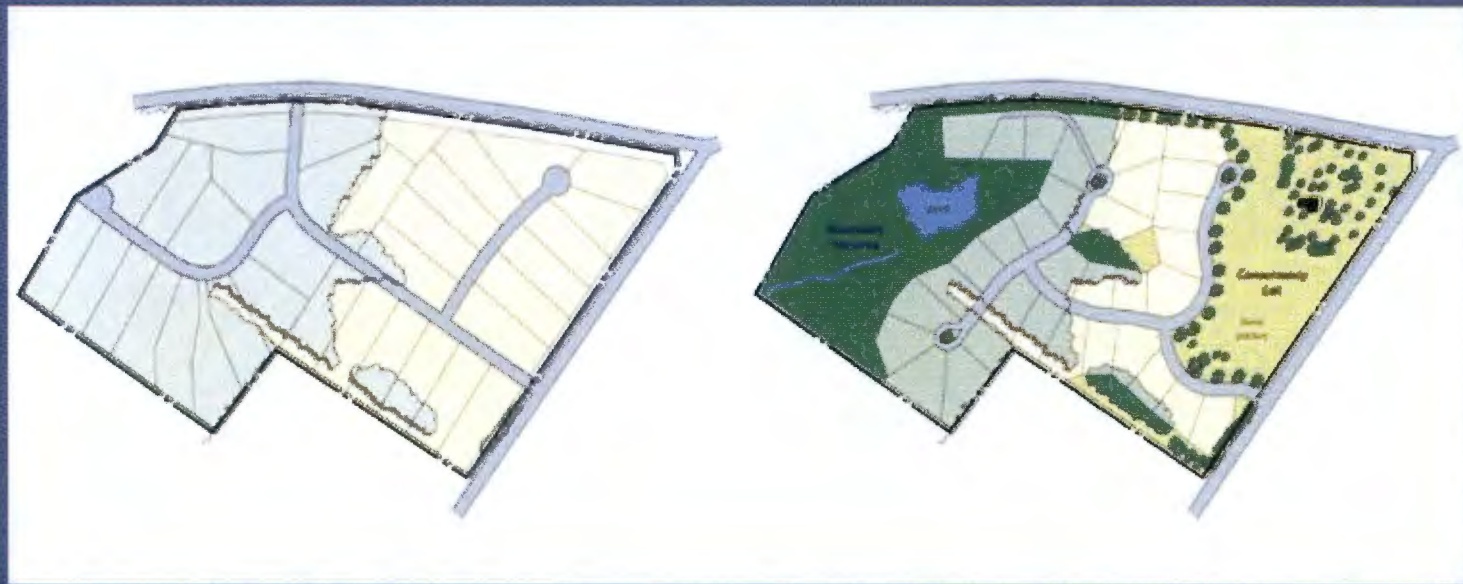
Proposed 15,000 Sq Ft



31.14 acres
53 lots
18.5% open space, excluding
stormwater pond
479 sq ft of open space per lot

Example of proposed subdivision in Anderson County

Conventional Subdivision Vs Open Space Design Subdivision



Smaller lot sizes give same or higher overall density levels as conventional subdivisions

6,000 Sq Ft Lots vs 15,000 Sq Ft Lots



6,000 sq ft gives more lots but conserves more land.

Conservation of land has benefits:

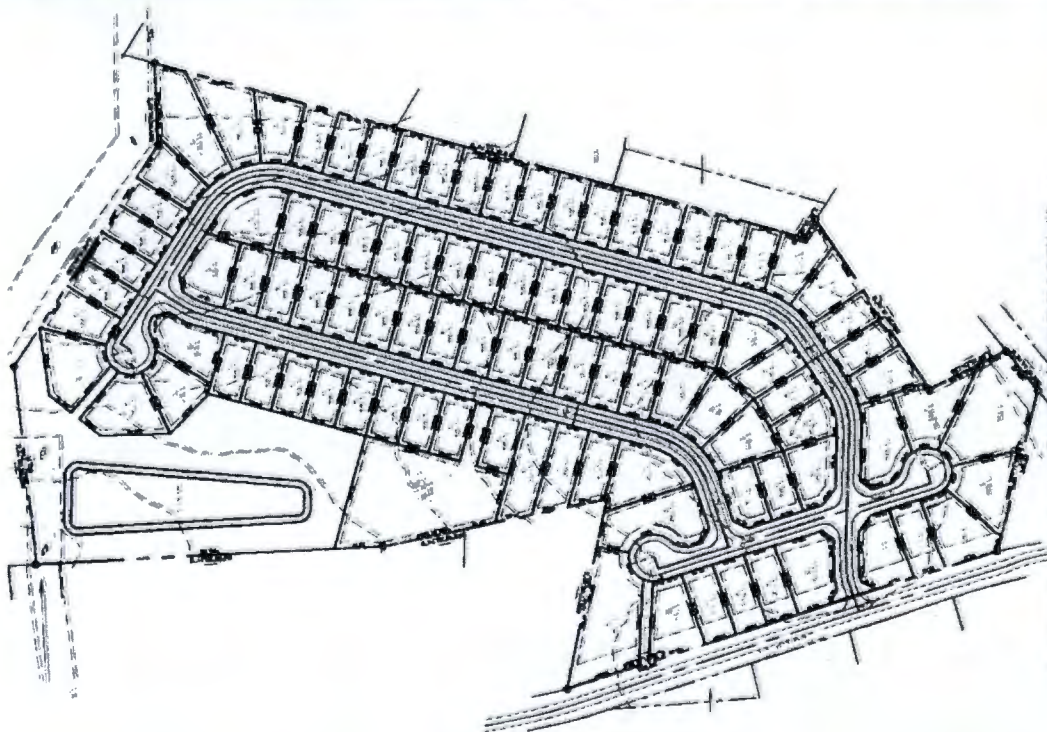
- Less infrastructure maintenance cost (roads, sewer)
- Less impervious surface which reduces stormwater runoff
- Wildlife habitats & preservation
- Preserves rural character of the land.

Conventional Cluster Subdivision



Counties vary on percentage of open space. Ranges are from 20% to 70% of common green open space.

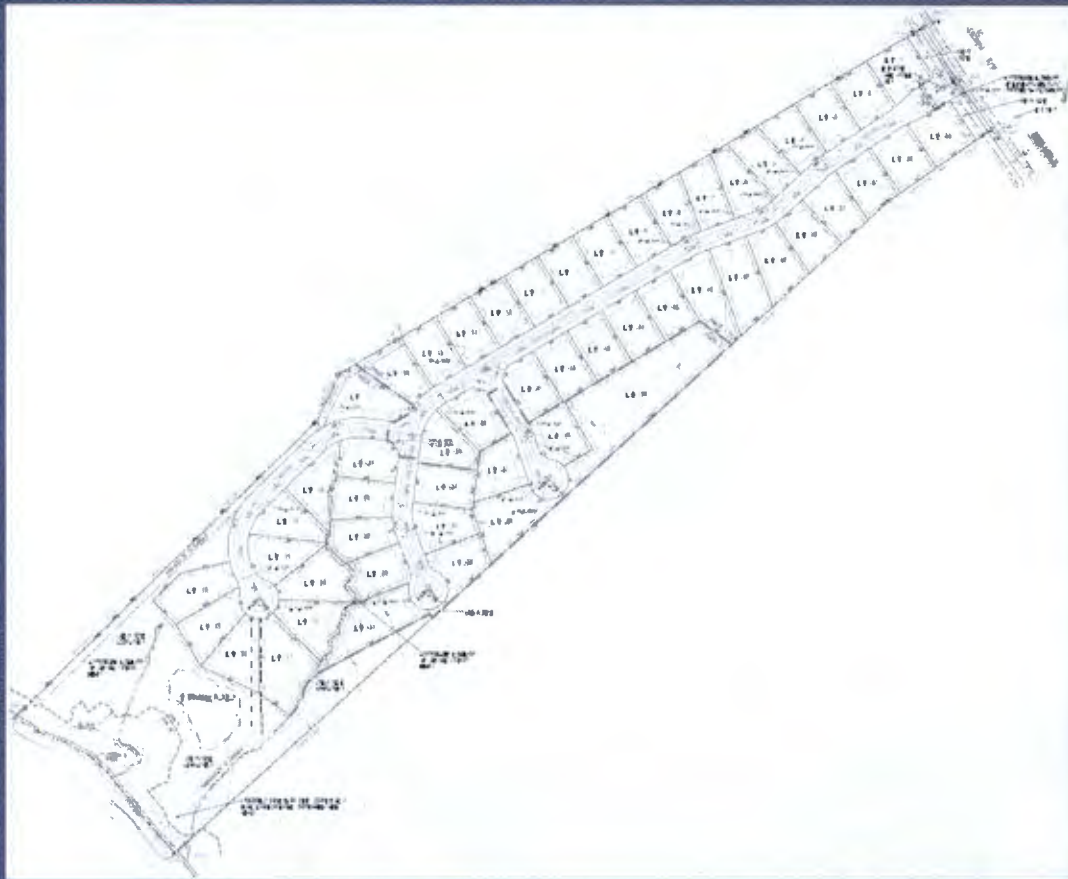
Cluster Development vs Current 8,000



35.5 acre parcel
99 lots
7% or 2.47 acres of green
space, excluding
stormwater pond
1,086 sq ft per lot of open
space

At 45% open space
requirement becomes:
133 lots,
45% or 15 acres of green
open space
4,942 sq ft of open space
per lot

Cluster Development vs Proposed 15,000



31.14 acres

53 lots

18.5% or 5.8 acres of open space,
excluding stormwater pond

479 sq ft of open space per lot

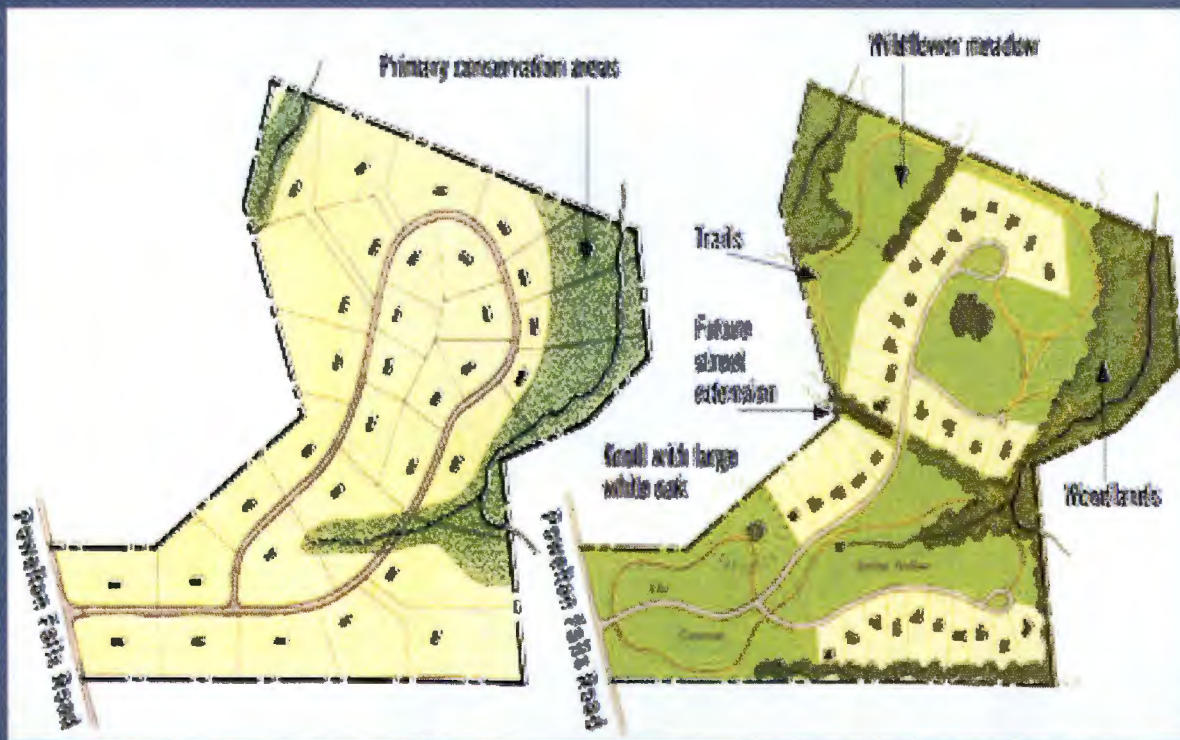
At 45% open space requirement
becomes:

123 lots

45% or 13.9 acres of green open
space

4,914 sq ft of open space per lot

Discussion



Open Space Can Include:

- Woodlands
- Wetlands, floodplains, watercourses
- Recreational uses such as playgrounds, tennis courts, swimming pools, and ballfields.
- Greenways and bicycle and foot paths

Does the county wish to include stormwater ponds in green open space calculations?

Design allows for two flag lots as with conventional subdivisions

Subdivisions on major or minor local roads may require reclassification of road if density exceeds maximum ADT.



AGENDA

ANDERSON COUNTY FINANCE COMMITTEE MEETING

Tuesday September 8, 2020 10:00 a.m.

101 South Main Street, Anderson SC

Second Floor, Administrator's Conference Room

Chairman Brett Sanders, Presiding

Tommy Dunn
Chairman
Council District 5

Brett Sanders
Vice Chairman
Council District 4

Craig Wooten
Council District 1

Grade S. Floyd
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

M. Cindy Wilson
Council District 7

Lacey Croegaert
Clerk to Council

Rusty Burns
County Administrator

- | | |
|--|----------------------|
| 1. Call to Order | Chairman Sanders |
| 2. Prayer and Pledge of Allegiance | Honorable Ray Graham |
| 3. Approval of January 31, 2020 Minutes | Chairman Sanders |
| 4. Discussion of Proposed FY 21 Operating & Capital Budget | Ms. Rita Davis |
| 5. Approval of Tax Year 20 Millage | Ms. Rita Davis |
| 6. Executive Session – Contractual Matters Regarding Health Insurance Plan | Ms. Rita Davis |
| 7. Citizens Comments | |
| 8. Adjourn | |

ADMINISTRATION DIVISION

Rusty Burns | County Administrator

O: 864-260-4031 | F: 864-260-4548 | rburns@andersoncountysc.org
Historic Courthouse | 101 South Main Street, Anderson SC 29624
PO Box 8002, Anderson, South Carolina 29622-8002 www.andersoncountysc.org

Minutes

Finance Committee Meeting Friday, January 31, 2020

The Finance Committee Meeting of Friday, January 31, 2020 was called to order at 10:30 am by Chairman Brett Sanders. Ms. M. Cindy Wilson and Mr. Ray Graham were in attendance for the Finance Committee meeting. The Invocation and Pledge of Allegiance was provided by Ms. M. Cindy Wilson.

The following items were considered by the committee:

3. Approval of November 25, 2019 Finance Committee Minutes:

Ms. M. Cindy Wilson made the motion to approve the minutes as corrected and a second from Mr. Ray Graham, the committee voted unanimously to recommend to Full Council.

4a. Solid Waste Capital, One Pre-Crusher Unit for Whitefield Convenience Center, Mr. Greg Smith:

This bid is for one Pre-Crusher Unit for the Whitefield Convenience Center. Whitefield is the busiest convenience center in the County. One Compactor container will be hauled in place of four 40- yd. containers reducing cost with a \$400 savings. The staff looked at this unit in service in Spartanburg. The staff is recommending Bakers Waste Equipment with cost of \$44,365.41 with tax included.

Ms. M. Cindy Wilson made the motion to accept the bid as presented and a second from Mr. Ray Graham, the committee voted unanimously 3-0 to recommend to Full Council.

4b. Solid Waste Capital, Three Trash Compactors, Mr. Greg Smith:

These trash compactors will be used for cardboard at the sites. The Agnew, Townville and, Craytonville sites overflow on Saturdays. A space is ready to add a concrete pad and the compactors. The staff recommends Bakers Waste Equipment with a total cost of \$44,619 for the 3 trash compactors. Bakers Waste Equipment will provide a one year warranty for labor and parts.

Mr. Ray Graham made the motion to accept the purchase of the three compactors with a second from Ms. M. Cindy Wilson, the committee voted unanimously 3-0 to recommend to Full Council.

5a. Grants, Undiscovered SC Grant for Green Pond Landing, Steve Newton

This is a new grant program that came out this year and this is the County's first chance to apply. The funding will help cover work that is included in the package of alternates that are currently in Phase II the construction contract for work at Green pond. The contractor has agreed to hold price of the alternates until March we find out if we have received this grant. The official grant request submitted was in the amount of \$105,729.05. Anderson County's share if awarded would be in the same amount of \$105,729.05. These funds would cover the alternate part of the original construction contract. The source of the funding could come from Accommodations tax, PARD money or additional grants that could be used for a match. The total project cost would be \$211,000. The grant request was revised to include work that is available to do right now. Mr. Steve Newton is requesting permission to proceed.

Mr. Ray Graham made the motion to move forward to full council with a second from Ms. M. Cindy Wilson, the committee voted unanimously 3-0 to recommend to Full Council.

Minutes

Finance Committee Meeting Friday, January 31, 2020

5b. Grants, Land Conservation Fund for Piedmont River Park, Steve Newton

The County received a notice for the first time in ten years that the Land and Water Conservation Fund Grant was being made available for local governments to apply for projects. The property is currently going through the environmental process. There was a tight time frame to send in a letter of intent for the Land and Water Conservation funding. The Land and Water Conservation funding can be used for initial development at a newly purchased site. Mr. Steve Newton presented the preliminary budget estimate of \$835,000 for the long term development at the new Piedmont facility. For the Land and Water Conservation fund the County can work with the engineer to scale down to a Phase 1 project that will make the facility useable. The possible match sources PARD Grants, Water Recreation Resource Fund. The Duke Natural Resources Foundation expressed interest with helping with this project. With the permission of Council Mr. Newton will work with staff on developing a formal cost estimate for Phase I and he will continue to prepare and put together a formal grant package for LWCF that will be brought back to the Finance Committee before submitting. The County cannot do anything until there is full control of the property. There is an upper and lower portion on the property. The first step would be to develop the lower end to allow the public to have immediate access and amenities and in the future the development of Phase II would include the upper portion.

Ms. M. Cindy Wilson made the motion to recommend to full council move forward on the grant proposal with a second from Mr. Ray Graham, the committee voted unanimously 3-0 to recommend to Full Council.

6. Veterans Affairs Van, Mr. Matthew Muth, Veterans Service Officer

In Anderson County there are lots of veterans who need transportation to the clinics. The Anderson County clinic does not cover all services that are available. The Greenville Clinic van only goes to Columbia and the Anderson Clinic has a van that runs to Columbia one day a week. The veterans cannot be seen when they can't get transportation. The Anderson Transit Authority does allow veterans to ride the bus for free. The bus didn't originally run to Anderson but now runs one up that way. There was a discussion on Meeting veterans at the office or pick-up them up and take to those appointments. To get to Columbia Appointments Midafternoon van comes back at specific time even if appointment is finished. The Veterans affairs office is looking into getting a van to run 2-3 times a week. Then we can provide transportation. There is some funding in the budget to cover the cost of maintenance but wasn't used. There is some Money in budget that is received from state funding that can be used for van purposes. For the first 6 months the van can be ran with volunteers until next budget year. MR. Matthew Muth has a meeting set up with Vets Helping Vets to find volunteers out of that group. He talked to other counties about vans and how their systems runs. They started with volunteers and then began using part-time employees. The Veterans Office is trying to get more access and opportunities for the veterans of Anderson County. There are about 20,000 veterans in County that have applied for benefits through the VA but this number may not include others in the County. Last year in 2019 the Veterans Office applied for compensation of \$10 million. The vehicle requested is a

passenger mini-van. Mr. Joseph Stone reviewed the specifications and recommended this van which is on state contract. The Veterans Office has the money in budget to purchase the van with no additional cost. A resolution 49-54 was introduced to require every County to provide a van for the Veterans

Minutes

Finance Committee Meeting Friday, January 31, 2020

Office. The Transportation Committee could apply for second van that may possibly handicapped accessible. The County will maintain a ride log on veteran riders and also a call log. The volunteers will be on a trial period.

Mr. Ray Graham made the motion to allow approval of the van for Veterans Affairs with a second from Ms. M. Cindy Wilson, the committee voted unanimously 3-0 to recommend to Full Council.

7. City of Belton Chili Cook-Off, Mr. Rusty Burns

The Chili Cook off was taken over by new leadership and the usual request got lost. This is one of the biggest events in Anderson County. This will be from the Accommodations tax money allow to have \$5000.

Ms. M. Cindy Wilson made the motion approve the funding necessary with final approval by full council with a second from Mr. Ray Graham. The committee voted unanimously 3-0 to recommend to Full Council.

8. Software Financing, Ms. Rita Davis

The County approved purchase of the new CAD Software and General Ledger Accounting package. This is just a financing mechanism that is brought before you. The First reading of ordinance is on Tuesday night to award the money. This item will be bid out. There is Part that is taxable part and part is non- taxable as far as the bank is concerned. This is a Separate ordinance for the financing.

Ms. M. Cindy Wilson made the motion to allow council to vote on seeking external financing for the software system with a second from Mr. Ray Graham. The committee voted unanimously 3-0 to recommend to Full Council.

9. 2nd Quarter Financial update, Ms. Rita Davis

It will be a tough budget year. The revenues are tracking at 51 % collection rate. The Building and Codes to date brought 860,000 and at the same time last year brought in 450,000 with almost a 50% increase. The Development Standards has brought in \$48,000 with a \$42,000 increase. The property taxes \$3.7 M more. The vehicle property taxes are declining. The expenditures are at 41% should expect them to be at 50%. This is a snapshot for the first 6 months of the Fiscal year.

10. Transfers, Ms. Rita Davis

There are 11 transfers. The animal shelter has a separate book to keep track of the revenues that will go back to the Animal Shelter. The departments are asked to provide part-time or full-time jobs but often forget to include any requested funding for overtime. Another transfer was for the Registration and Elections Department who got new cages and the purchase did not include the sales tax year.

Ms. M. Cindy Wilson made the motion accept the budget transfers as presented with a second from Mr. Ray Graham, the committee voted unanimously 3-0 to recommend to Full Council.

There being no further business, the Finance Committee meeting was adjourned at

11:51 am.

_____, Chair

Date



**ANDERSON
COUNTY**
SOUTH CAROLINA

Jacky Hunter
County Auditor

August 19, 2020

**Honorable Tommy Dunn, Chairman
Anderson County Council
PO Box 8002
Anderson, SC 29622**

Dear Mr. Dunn,

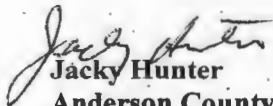
The levy setting process is here once again. To enable us to meet the deadline, I am requesting the following information:

- 1. The tax levy for the Anderson County Council for the 2020 Tax Year.**
- 2. An original signed copy of the certification below, which states that the Anderson County Council levy is in compliance with South Carolina Code Section 12-43-285.**

For your convenience, I am enclosing a copy of the above reference code. Please return this information to the Auditor's Office no later than September 19, 2020.

I appreciate the excellent working relationship this office has with the Anderson County Council and its fine staff. If you have any questions, please feel free to call me at 260-4027.

Sincerely,


Jacky Hunter
Anderson County Auditor
JH/klrp

I, Tommy Dunn, Chairman, Anderson County Council, on behalf of the Anderson County Council, do hereby certify to Jacky Hunter, Anderson County Auditor, that the 2020 Tax Levy is in compliance with the laws limiting the millage rate imposed by that political subdivision pursuant to *South Carolina Code Section 12-43-285*.

**Tommy Dunn, Chairman
Anderson County Council**

Date

Enclosure

Cc: Mr. Rusty Burns, Administrator

SECTION 12-43-285. Certification of millage rates; excessive rates.

(A) The governing body of a political subdivision on whose behalf a property tax is billed by the county auditor shall certify in writing to the county auditor that the millage rate levied is in compliance with laws limiting the millage rate imposed by that political subdivision.

(B) If a millage rate is in excess of that authorized by law, the county treasurer shall either issue refunds or transfer the total amount in excess of that authorized by law, upon collection, to a separate, segregated fund, which must be credited to taxpayers in the following year as instructed by the governing body of the political subdivision on whose behalf the millage was levied. An entity submitting a millage rate in excess of that authorized by law shall pay the costs of implementing this subsection or a pro rata share of the costs if more than one entity submits an excessive millage rate.

ANDERSON COUNTY TAX LEVIES – TAX YEAR 2020

These 2020 tax levies support the County's FY 20-21 Budget as approved by County Council for the FY 21 Budget along with comparison of the FY 19-20 tax levies:

	<u>FY 21</u>	<u>FY 20</u>
General Fund	.0640	.0640
Library	.0069	.0069
Capital Projects Reserve Fund	.0038	.0038
County-wide EMS	.0066	.0066
Infrastructure Reserve Fund	.0014	.0014
Levies Needed to Meet Budget Approved by County Council	<u>.0827</u>	<u>.0827</u>

Also, County Council is responsible for setting the following levies, which are also included in the FY 20-21 Budget Ordinance:

Other Levies Approved by County Council:

	<u>FY 21</u>	<u>FY 20</u>
Tri-County Technical College	.0041	.0041
Sewer	.0030	.0030

ORDINANCE NO. 2020-020

AN ORDINANCE TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020, AND ENDING JUNE 30, 2021, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS FOR COUNTY ORDINARY PURPOSES AND FOR OTHER COUNTY PURPOSES FOR WHICH THE COUNTY MAY LEVY A TAX OTHER THAN FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY OF TAXES ON ALL TAXABLE PERSONAL AND REAL ESTATE PROPERTIES IN ANDERSON COUNTY FOR SUCH ORDINARY PURPOSES, INCLUDING SUFFICIENT TAX TO PAY THE PRINCIPAL AND INTEREST ON OUTSTANDING INDEBTEDNESS OF THE ANDERSON COUNTY MATURING DURING SAID FISCAL YEAR; TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020, AND ENDING JUNE 23, 2021, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS FOR TRI-COUNTY TECHNICAL COLLEGE; TO PROVIDE FOR THE LEVY OF TAXES ON ALL PERSONAL AND REAL PROPERTIES IN ANDERSON COUNTY ON WHICH SCHOOL TAXES MAY BE LEVIED FOR SUCH TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY, ASSESSMENT AND COLLECTION OF CERTAIN OTHER TAXES AND FEES; TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES COMING TO THE COUNTY DURING SAID FISCAL YEAR; AND TO PROVIDE FOR OTHER MATTERS RELATING TO ANDERSON COUNTY. **(TITLE ONLY)**

**BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION**

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

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

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

Name: Kinsey, Charles E. Jr.

Last, First, Middle Initial

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

1. Planning Commission
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ Physical
_____ Mailing

Home Phone: _____ Cell Phone: _____

Email: _____ Preferred method of contact: Cell Phone

County Council District: 1 GED Equivalent: Yes or No

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

College Attended: University of South Carolina Degree: Bachelor's of Science

Address of College: 915 Bull St., Suite 110, Columbia, SC 29208

Employment History:

<u>COMPANY</u>	<u>POSITION</u>	<u>EMPLOYMENT DATES</u>
Energy Conversion Corp.,	Vice President	February 1999 - Present

Charles E. Kinsey Jr.
Signature of Applicant

September 11th, 2020
Date

Recommendation of Council: _____

**Anderson County Building & Codes
Monthly Activity Report
Aug-20**

Total Number Permit Transactions:	<u>1177</u>	
New Single Family:	<u>126</u>	
New Multi-Family:	<u>9</u>	
Residential Additions/Upgrades:	<u>21</u>	
Garages/Barns/Storage:	<u>25</u>	
New Manufactured Homes:	<u>9</u>	
New Commercial:	<u>5</u>	
Commercial Upfits/Upgrades:	<u>1</u>	
Courtesy Permits/Fees Waived:	<u>1</u>	(See Attached)

Inspection Activity:

Citizens Inquiries: <i>(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>	<u>42</u>	<i>(Includes Updating Sub-Standard Cases)</i>
Tall Grass Complaints (New and Follow Ups):	<u>7</u>	
Number of Scheduled Building Inspections Performed (# of Site Visits):	<u>907</u>	
Courtesy, Site and Miscellaneous Inspections:	<u>9</u>	
Manufactured Home Inspections:	<u>88</u>	
Total Number of Inspections (Site Visits) for Department:	<u>1053</u>	

Reviews/Misc. Activity:

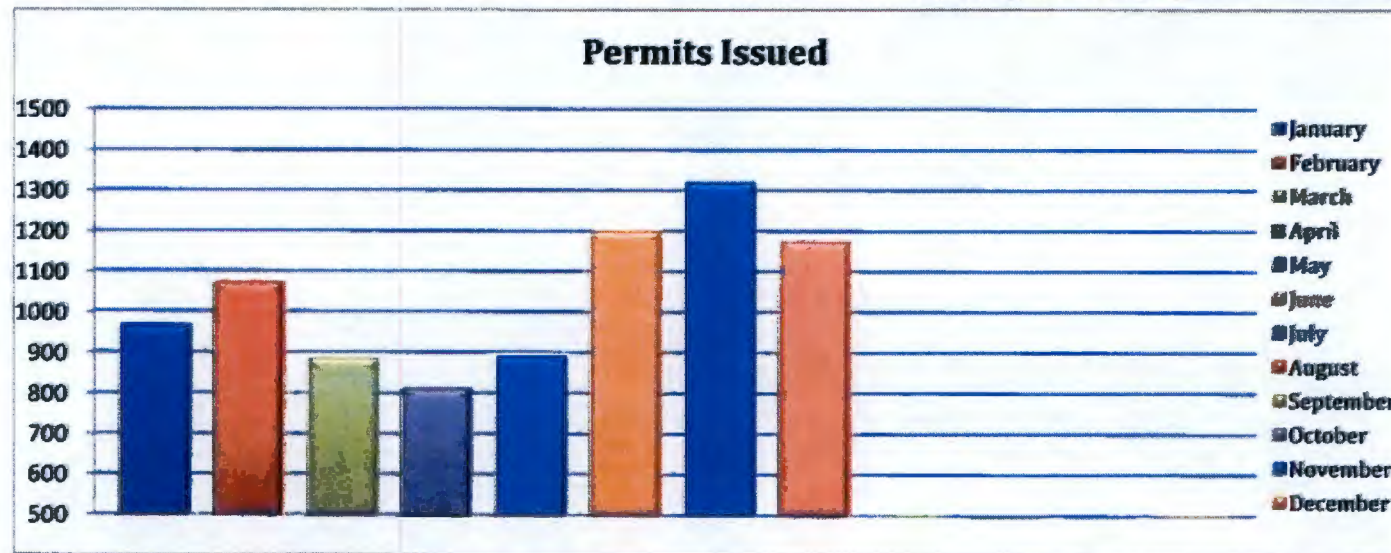
Plans Reviewed:	<u>99</u>	<i>(Includes preliminary consultations, resubmittals and solar)</i>
Mech/Elec/Plumb Reviews:	<u>46</u>	<i>(Includes residential solar)</i>
New Derelict Manufactured Home Cases:	<u>0</u>	
Hearings:	<u>0</u>	
Court Cases:	<u>0</u>	

Revenue Collected:

Reinspection Fees Collected:	<u>\$525.00</u>
Plan Review Revenue:	<u>\$11,360.30</u>
Total Revenue For The Month:	<u>\$188,535.90</u>

Anderson County Building & Codes Permits Issued for 2020

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	253	258	151	154	79	22	10	41	968
February	269	311	158	168	69	16	10	75	1076
March	239	264	129	130	65	4	9	46	886
April	208	235	132	129	53	4	8	44	813
May	230	282	122	129	52	15	6	54	890
June	315	373	165	175	62	30	11	71	1202
July	326	366	206	218	119	26	10	49	1320
August	309	324	190	196	73	12	7	66	1177
September									0
October									0
November									0
December									0
Total	2149	2413	1253	1299	572	129	71	446	8332



For the month of:

Aug-20

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

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

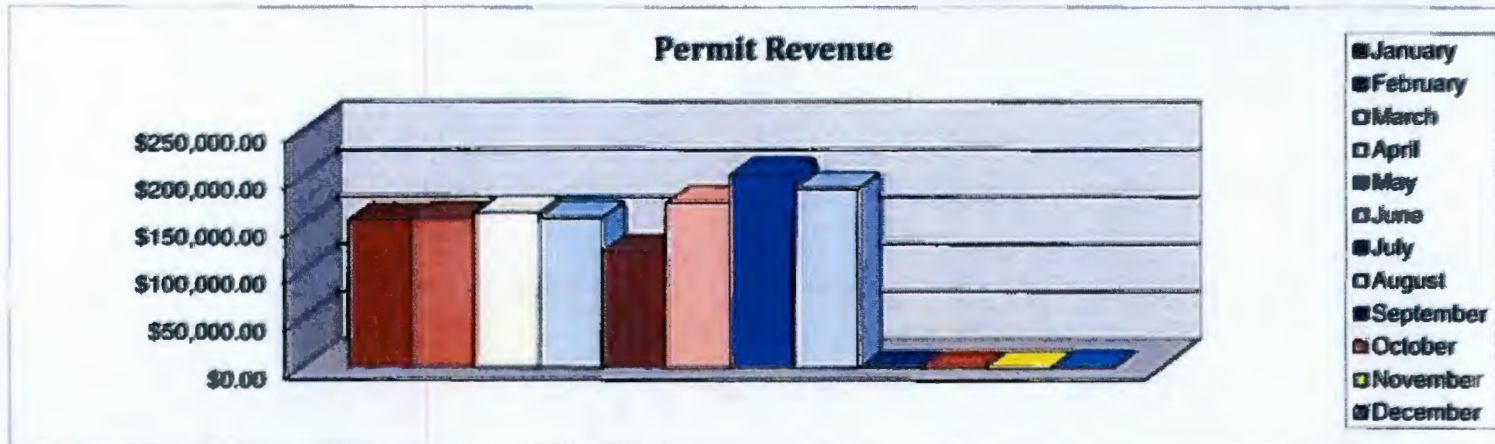
PLEASE RETURN THE WEEK OF:

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

Section 1	Item No.	NEW RESIDENTIAL			PUBLICLY OWNED			
		Buildings (b)	Housing Units (c)	Valuation of Construction Cost (d)	Buildings (e)	Housing Units (f)	Valuation of Construction Cost (g)	
Section 2	101	126	126	\$39,403,833	0	0	\$0.00	
	102	0	18	\$1,355,448				
	103							
	104							
	105							
TOTAL: Sum of 101-105		126	144	\$40,759,281	0	0	\$0.00	
Section 3	213							
	214							
	TOTAL: Sum of 213-214		0	0	\$0.00	0	0	\$0.00
	Section 4	318						
		319						
		320						
		321						
		322						
		323						
		324			\$2,698,066			
325								
326								
327				\$1,851,900				
328				\$405,654				
329				\$609,318				
TOTAL: Sum of 318-329		0	0	\$5,564,938	0	0	\$0.00	
Section 5		434	21		\$966,320			
		437	1		\$255,127			
	438	9		\$306,200				
	TOTAL: Sum of 434-438		31	0	\$1,527,647	0	0	\$0.00
	TOTAL: Sum of 434-438		31	0	\$1,527,647	0	0	\$0.00

Anderson County Building & Codes Permit Revenue for 2020

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$101,087.80	\$19,179.00	\$10,775.00	\$11,990.00	\$2,940.00	\$810.00	\$450.00	\$8,470.00	\$155,701.80
February	\$92,614.00	\$24,488.00	\$11,286.00	\$12,515.00	\$2,423.00	\$540.00	\$500.00	\$12,997.90	\$157,363.90
March	\$115,192.40	\$22,078.00	\$8,596.00	\$9,476.00	\$3,309.00	\$180.00	\$450.00	\$3,464.80	\$162,746.20
April	\$103,169.80	\$27,177.00	\$9,272.00	\$11,586.50	\$3,421.00	\$180.00	\$400.00	\$2,759.70	\$157,966.00
May	\$70,420.00	\$20,915.00	\$8,922.00	\$9,245.00	\$2,758.00	\$615.00	\$300.00	\$9,239.20	\$122,414.20
June	\$105,841.60	\$26,290.00	\$12,716.00	\$13,762.00	\$3,304.00	\$630.00	\$550.00	\$10,451.10	\$173,544.70
July	\$125,399.20	\$29,863.50	\$15,834.00	\$16,436.00	\$6,527.00	\$990.00	\$500.00	\$8,249.60	\$203,799.30
August	\$121,801.60	\$23,914.00	\$13,819.00	\$13,867.00	\$2,449.00	\$450.00	\$350.00	\$11,885.30	\$188,535.90
September									\$0.00
October									\$0.00
November									\$0.00
December									\$0.00
Total	\$835,526.40	\$193,904.50	\$91,220.00	\$98,877.50	\$27,131.00	\$4,395.00	\$3,500.00	\$67,517.60	\$1,322,072.00



PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
MOD 702	COURTESY PERMIT/NO CHARGE			
202002868	8/26/2020	47,500.00	ANDERSON COUNTY	DEMO AIRPORT TERMINAL
TOTALS:	1	47,500.00		

September 9, 2020

DISTRICT 1 - SPECIAL PROJECTS
001-5829-001-241
FY Ended June 30, 2021


<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	2,759.43
			Return of Appropriation from SC Upstate Equine that was not used - FY 16/17	1,000.00
8/25/2020	9/2/2020	88827	Anderson Pregnancy Care	(5,000.00)
8/25/2020	9/2/2020	88946	Proverbs Mentoring Organization	(1,000.00)


SUB-TOTAL 27,759.43

Committed:

Ending Balance 27,759.43

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





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

DATE: 9/10/2020
DATE: September 09, 2020

September 9, 2020

DISTRICT 2 - SPECIAL PROJECTS
001-5829-002-241
FY Ended June 30, 2021

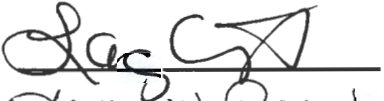
<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	14,657.50
8/25/2020	8/26/2020	88807	Zone Services, The	(820.00)

SUB-TOTAL 43,837.50

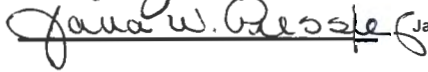
Committed:

Ending Balance 43,837.50

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



Lacey Croegaert, Clerk to Council



Jana Pressley, Assistant Finance Manager

DATE: 9/10/2020

DATE: September 09, 2020

September 9, 2020

DISTRICT 3 - SPECIAL PROJECTS
001-5829-003-241
FY Ended June 30, 2021

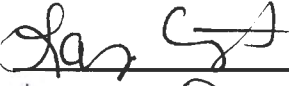
<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	578.89
7/7/2020	7/15/2020	87579	American Legion Post #44	(2,000.00)
7/7/2020	7/15/2020	87740	Town of Starr for PRD Grant	(960.00)

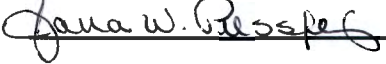
SUB-TOTAL 27,618.89

Committed:

Ending Balance 27,618.89

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





Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: 9/10/2020

DATE: September 09, 2020

September 9, 2020

DISTRICT 4 - SPECIAL PROJECTS
001-5829-004-241
FY Ended June 30, 2021



<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	18,706.99
			Return of Appropriation from SC Upstate Equine that was not used - FY 16/17	5,000.00
8/25/2020	9/2/2020	88828	Anderson Pregnancy Care	(500.00)
8/25/2020	9/2/2020	88875	Distinguished Young Women	(300.00)

SUB-TOTAL 52,906.99

Committed:

Ending Balance 52,906.99

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

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

DATE: 9/10/2020
DATE: September 09, 2020

September 9, 2020

DISTRICT 5 - SPECIAL PROJECTS
001-5829-005-241
FY Ended June 30, 2021

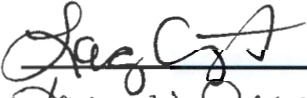
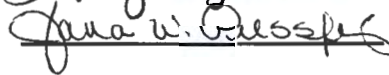
<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	8,390.05
8/25/2020	9/2/2020	88829	Anderson Pregnancy Care	(500.00)
8/25/2020	9/2/2020	88874	Distinguished Young Women	(300.00)

SUB-TOTAL 37,590.05

Committed:

Ending Balance 37,590.05

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

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

DATE: 9/10/2020
DATE: September 09, 2020

September 9, 2020

DISTRICT 6 - SPECIAL PROJECTS
001-5829-006-241
FY Ended June 30, 2021


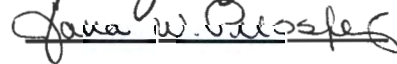
<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	9,194.45
8/26/2020	9/2/2020	88856	CESA Tri County	(6,000.00)
8/25/2020	9/2/2020	88873	Distinguished Young Women	(300.00)
8/26/2020	9/2/2020	88942	PLAY (Powdersville League of Athletic Youth)	(5,000.00)

SUB-TOTAL 27,894.45

Committed:

Ending Balance 27,894.45

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

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

DATE: 9/10/2020
DATE: September 09, 2020

September 9, 2020

DISTRICT 7 - SPECIAL PROJECTS
001-5829-007-241
FY Ended June 30, 2021

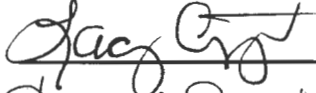

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	50.00

SUB-TOTAL 30,050.00

Committed:

Ending Balance 30,050.00

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

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

DATE: 9/10/2020
DATE: September 09, 2020

District 2 Paving Report

Through August 31st, 2020

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

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

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

District 2 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	All monies moved to account 000				
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31st, 2020

Prepared By: Amy Merritt Roads & Bridges
Date

Amy Merritt
September 4, 2020

Certified by: Neil Carney Neil Carney
Date

Neil Carney
9/9/2020

District 3 Paving Report

Through August 31st, 2020

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$42,690.00
Committed	\$22,690.00
AVAILABLE	\$20,000.00

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

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/8/2013	Town of Iva (6/4/19 rel \$20K)	Grading/Drainage	\$45,000.00	\$26,352.74	Incomplete
7/7/2015	Town of Iva	Grading/Drainage	\$16,250.00	\$0.00	Incomplete
7/7/2015	Town of Starr	Grading/Drainage	\$8,000.00	\$6,013.56	Incomplete
	City of Belton	Grading/Drainage		\$0.00	
6/4/2019					
Totals:			\$69,250.00	\$32,366.30	

District 3 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
6/4/2019	Ebenezer Fire Dept	Paving	\$11,300.00	\$11,300.00	12/4/2019
6/4/2019	Starr Fire Dept	Paving	\$8,700.00		
Totals:			\$20,000.00	\$11,300.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2020

Prepared By: Amy Merritt

Roads and Bridges

Date

Amy Merritt

September 4, 2020

Certified By: Neil Carney

Neil Carney

Date

Neil Carney

9/9/2020

District 4 Paving Report

Through August 31st, 2020

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$12,455.00
Committed	\$12,455.00
AVAILABLE	\$0.00

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

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
7/7/2015	Town of Pendleton	Grading/drainage	\$39,500.00	\$27,042.90	incomplete
Totals:			\$39,500.00	\$27,042.90	

District 4 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	All monies moved to account 000				
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2020

Prepared By: Amy Merritt
Roads & Bridges
Date

Amy Merritt
September 4, 2020

Certified By: Neil Carney
Neil Carney
Date

Neil Carney
9/9/2020

District 5 Paving Report

Through August 31st, 2020

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

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

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

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

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2020

Prepared By: Amy Merritt Roads and Bridges
Date

Amy Merritt
September 4, 2020

Certified By: Neil Carney Neil Carney
Date

Neil Carney
9/9/2020

District 6 Paving Report

Through August 31st, 2020

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

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

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

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

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2020

Prepared By: Amy Merritt

Roads and Bridges
Date

Amy Merritt
September 4, 2020

Certified By: Neil Carney

Neil Carney
Date

Neil Carney
9/9/2020

District 7 Paving Report

Through August 31st, 2020

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$47,665.07
Committed	\$47,665.07
AVAILABLE	\$0.00

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

Projects/Towns&Cities/Other					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
7/7/2015	Town of Honea Path	Grading/drainage	\$48,000.00	\$48,000.00	3/21/2017
10/19/2016	Town of Honea Path	Grading/drainage	\$48,000.00	\$25,627.46	incomplete
11/18/2014	Town of Pelzer	Grading/drainage	\$5,000.00	\$2,812.55	incomplete
7/7/2015	Town of Pelzer	Grading/drainage	\$2,500.00	\$0.00	incomplete
10/19/2016	Town of Pelzer	Grading/drainage	\$17,000.00	\$0.00	incomplete
	Town of West Pelzer	Grading/drainage	\$0.00	\$0.00	
10/19/2016	Town of Williamston	Grading/drainage	\$52,000.00	\$24,579.51	incomplete
Totals:			\$172,500.00	\$101,019.52	

District 7 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31, 2020

Prepared By: Amy Merritt

Roads and Bridges
Date

Amy Merritt
September 4, 2020

Neil Carney
Date

Neil Carney
9/9/2020



ANDERSON COUNTY SHERIFF'S OFFICE

August 2020

Uniform Patrol	
Average Daily Calls for Service	438
Total Calls for Services	13,600
Total Number of Incident Reports	1497
Total Number of Arrests	327
Total Number of "Domestic" Incidents	79
Total Number of "Unlawful Conduct Towards a Child" Reports	8

Detention Center	
Average Daily Population	301
Average Daily Population Capacity Percentage	120.0%
Total Number of Meals Served	26,665
Litter Crew: Total Miles Cleaned/Cleared	N/A
Litter Crew: Total Number of Trash Bags Processed	N/A
Litter Crew: Total Number of Tires Removed	N/A

Communications Center	
Average Daily Calls for Service	1,043
Total Calls for Assistance	32,319

Records	
Total DSS Histories & Reports	348
Total Non Ferrous Metal Permits	44
Total Number of Tickets	174
Total Number of Case Jackets to Court	95

Code Enforcement Investigations	
Total Number of Traffic Tickets	6
Number of Ordinance Summons/Clean Up Orders	1
Cases Month Started	5
Cases Month Ending (Pending)	6

Worked the Following:
 Partial Medical Leave & Light Duty
 Check Boat Ramps and County Parks
 Worked Traffic & Trash coming off Commercial Trucks for Cindy Wilson
 Gluck Mill Community Meeting
 Bi-Weekly meeting with Environmental Control

Animal Control	
Average Daily Calls for Service	18
Total Calls for Service	537
Total Number of Animals Collected/Transported	108
Total Number of State Tickets/Arrest Warrants	8
Total Number of County Ordinance Tickets/Warnings Issued	23/118
Traffic Stops/Reports Written	20/18
Large Animal Calls	27

Forensics	
Total Individual Analysis Completed	3,504
Total Number of Evidence Pieces Collected	949
Total Number of Evidence Pieces Processed	455
Total Number of CSI Calls	181
Total Number of Photos Taken	4,781
Total Number of Finger Prints Collected	153

Civil Process & Warrants	
Total Number of Civil Papers Received	782
Total Number of Civil Papers Served(Road Inc)	731
Total Number of Evictions Scheduled	48
Total Number of Evictions Completed	45
Hours Spent on Evictions	48 hrs.
Total Number of Pick Up Orders	2
Hours Spent on Pick Up Orders	1 hr.
Total Warrants Received	338
Total Warrants Served	299
Total Judgments Satisfied/Nulla Bona	0/7

Courthouse	
Number of People Screened	19,859
Courthouse, Annex, Summary Crt & Library	
Number of Juveniles Transported	0
Number of Walk-Up Bench Warrants	0
Number of Family Court Cases	232
Number of Inmates Through Courthouse	0
Number of Bank Transports Conducted	85
Number of Preliminary Hearings	0
Number of Keep Checks on County Parks	274
Number of Civil Papers Served	3

Complied from manually entered data