



**ANDERSON  
COUNTY**  
SOUTH CAROLINA

**AGENDA  
ANDERSON COUNTY  
Tuesday, August 25, 2020 at 12:30pm  
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:** Mr. Ray Graham
3. **APPROVAL OF MINUTES:** June 18, 2020, June 23, 2020, and July 7, 2020
4. **CITIZENS COMMENTS:** Agenda Matters only
5. **ORDINANCE THIRD READING:**
  - a. **2020-013:** An ordinance to amend the zoning map to rezone +/- 19.00 acres from C-2 (Highway Commercial) to R-M (Multifamily Residential) on Welpine Road, Anderson. TMS# p/o 093-00-03-002. (District 4)  
Ms. Alesia Hunter (allotted 5 minutes)
  - b. **2020-016:** An ordinance to amend the zoning map to rezone +/- 43.91 acres from R-20 (Single-Family Residential) to R-A (Residential-Agricultural) located at 2705 Centerville Road, TMS# 045-00-04-006. (District 5)  
Ms. Alesia Hunter (allotted 5 minutes)
6. **ORDINANCE SECOND READING:** None
7. **ORDINANCE FIRST 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)
  - b. **2020-019:** An emergency ordinance to require individuals to wear face coverings in certain circumstances and within the unincorporated areas of Anderson County, South Carolina.  
Ms. Gracie S. Floyd (allotted 10 minutes)
8. **RESOLUTIONS:**
  - a. **R2020-018:** A resolution expressing consent to installation of speed humps on Governor's Boulevard, (C-10-0209). Mr. Rusty Burns (allotted 5 minutes)
  - b. **R2020-019:** A resolution authorizing purchase by County of property located at 604 Booker Street for purposes of floodplain mitigation and blight elimination.  
Mr. Rusty Burns (allotted 5 minutes)
  - c. **R2020-020:** A resolution designating and approving certain sponsor affiliates in satisfaction of the requirements of Title 12, Chapter 44 of the South Carolina Code, so as to allow the Sponsor Affiliates to qualify for benefits pursuant to Fee-in-Lieu of Ad Valorem taxes arrangement with Anderson County, South Carolina and One World Technologies, Inc.; and other matters related thereto.  
Mr. Burriss Nelson (allotted 5 minutes)

- d. **R2020-021**: A resolution authorizing the execution and delivery of an Inducement Agreement by and between Anderson County, South Carolina, and Project New, whereby, under certain, conditions, said company will acquire, by construction and purchase, certain property in Anderson County and Anderson County will execute Fee-in-Lieu-of Tax or Lease agreement(s) and provide certain economic development inducements to Project New and execute certain documents and enact certain further legislation for said Company's Project involving an expected Two Million Nine Hundred Twenty Five Thousand (\$2,925,000) in investment and the creation of an expected Thirty Two (32) new jobs. (Project New)

Mr. Burriss Nelson (allotted 5 minutes)

9. **DONATION OF OLD/USED ASSETS**: Mr. Rusty Burns (allotted 5 minutes)
10. **DISCUSSION ON IMPLEMENTING A HIRING FREEZE**: Mr. Ray Graham (allotted 10 minutes)
11. **MAGISTRATE COURT**: Mr. Rusty Burns (allotted 10 minutes)  
a. Magistrate pay increase request  
b. Magistrate Court Operations
12. **REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE MEETING HELD ON JULY 22, 2020**: Chairman M. Cindy Wilson (allotted 15 minutes)  
Approval of Minutes for June 23, 2020 and July 22, 2020  
3. Bid #20-050 Starr and C&C Landfill  
4. Changes, Deletion, Additions to Anderson Code of Ordinance 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  
  
-Deletion of some uses allowed under "special exceptions" in zoned areas and improved notifications (see above).  
  
-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 difference of 15,000 square feet reserved in "green" or undeveloped area around the "cluster: in unzoned areas.
13. **REPORT FROM PUBLIC SAFETY COMMITTEE MEETING HELD ON THURSDAY, AUGUST 14, 2020**: Chairman Ray Graham (allotted 15 minutes)  
3. Approval of Public Safety Minutes  
a. July 2, 2020  
5. Discussion of EMS Billing Fees  
6. QRV's Outline Area  
7. Executive Session:  
a. Discussion concerning Franchise Agreements and Contracts
14. **EXECUTIVE SESSION**: Mr. Tommy Dunn  
a. EMS CONTRACT DISCUSSION- PRIORITY ONE
15. **APPOINTMENTS**: None
16. **REQUESTS BY COUNCIL**: (allotted 14 minutes)  
The Zone Services- District 2  
CESA Tri-County- District 6  
PLAY- District 6  
Anderson Pregnancy Care- All Districts  
Distinguished Young Women- All Districts

**17. ADMINISTRATORS REPORT:**

(allotted 2 minutes)

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

**18. CITIZENS COMMENTS:**

**19. REMARKS FROM COUNCIL:**

**20. 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  
JUNE 18, 2020

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
LACEY CROEGAERT

1 TOMMY DUNN: ... regular county  
2 council meeting, which is called a special called  
3 meeting -- this is really a basic regular council  
4 meeting -- to order of June 18th. Like to welcome each  
5 and everyone of you here tonight at the Civic Center.  
6 Appreciate your patience. This is something we're going  
7 through, we're having to trial and learn. We've learned  
8 a lot from the two other meetings we've had and  
9 appreciate you practicing social distancing.

10 At this time, Ms. Wilson hasn't arrived yet, so I'm  
11 going to ask ---

12 CINDY WILSON: I'm here.

13 TOMMY DUNN: I'm sorry, Ms. Wilson.  
14 At this time I'll ask Council Lady Ms. Wilson if she'll  
15 lead us in the invocation and pledge of allegiance. If  
16 we'll all rise, please.

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

18 TOMMY DUNN: Minutes of the May 13th  
19 meeting, we haven't received them yet.

20 So we'll be moving on to citizens comments. When  
21 Mr. Harmon calls your name, please step forward and  
22 state your name and district for the record and you've  
23 got three minutes. First go round is on agenda items  
24 only, please.

25 Mr. Harmon.

26 LEON HARMON: Mr. Chairman, the first  
27 speaker is Pastor Dave Neal.

28 DAVE NEAL: Good evening. Appreciate  
29 the time to be able to come again and just speak to you  
30 in regards to the tiny home issue. I know we've had a  
31 meeting with our Planning Commission the other night and  
32 we came out in a pretty large number there and let our  
33 Planning Commission know what was going on.

34 And just still want to come back and appeal to the  
35 County Council here that our community is still very  
36 much concerned about this. We want to let you know that  
37 there's over five hundred signatures that are basically  
38 standing behind -- or standing against this. Two  
39 businesses in the area, the RV business down there on  
40 29, also Mr. James who owns Colony trailer park is very  
41 concerned and opposes this. My local church also  
42 opposes this. Our county deputies, many of them have  
43 spoken to me about it, and are greatly concerned about  
44 events that they foresee happening there. Our own  
45 council representative, Ms. Floyd, is greatly concerned  
46 and opposes this.

47 Our Planning Commission, ten days ago, they got word  
48 about our community being concerned about it and I think  
49 it sort of set them on their heels a little bit in the  
50 sense that they didn't realize there was such a public

1 outcry about it. And they didn't know that we had no  
2 idea about it. And because of that they were concerned  
3 themselves. And I appreciated their wisdom in holding  
4 off on this issue, as well, because they didn't realize  
5 that we didn't know anything about it.

6 And so we, of course, are still opposing this. This  
7 is not going to be an opportunity zoned for development.  
8 We believe it's going to take our community backward. I  
9 don't think that those that want development in our  
10 community wanted this type of development because it's  
11 not. And it's going to create all kinds of problems  
12 there. There's already a very large amount of traffic  
13 on 29 South. Numerous accidents have happened in front  
14 of my local church. And I want to try to do everything  
15 I can to prevent that. We have issues with people  
16 coming through the area walking and vagrancy. And I can  
17 see this happening even more so.

18 We want improvement for our neighborhood. This is  
19 not going to improve us at all. And it's only going to  
20 be just a mess in our neighborhood.

21 You know, the scriptures says you have not because  
22 you ask not. We've asked the Lord about this and now  
23 we're asking you for some help, too. And I don't know  
24 how much you can do to help us, but this is not what our  
25 community wants. And I don't believe it's what our  
26 community needs.

27 So just want to throw that salt out there and let  
28 you know how we feel about it. Thank you.

29 TOMMY DUNN: Thank you. Next.

30 LEON HARMON: Next speaker is Don King.

31 DON KING: The first thing I'd like  
32 to do is I'd like to thank the law enforcement people in  
33 my country that have been taking care of me all these  
34 years and to let them know that I'm sorry that they're  
35 getting slandered right now.

36 The next thing I want to talk about is the RV park.  
37 Now, let's face it. We all here know the truth. This  
38 is nothing but a future slum. What it'll be to start  
39 off with, be a little bit shiny. Then it's going to  
40 become a slum. Two to three hundred yards from my home  
41 is going to be a place where there's going to be drugs.  
42 There's going to be crime. There's going to be  
43 everything else. They're not even going to pave the  
44 roads over there. It doesn't take anybody with any  
45 intelligence at all to know that this is not good for  
46 Homeland Park. We're already the poorest district in  
47 this state. We don't need more problems like this. All  
48 it does is cut down on our property values and mess us  
49 all up.

50 And I've got to say, I'm ashamed of this county

1 council for telling me that they didn't know this  
2 happened. This happened on y'all's watch. And we don't  
3 want it. Down to almost the very single person in this  
4 neighborhood, we don't want it. We know what it's going  
5 to bring. We're already fighting crime in our  
6 neighborhood. We want it stopped. We want you to use  
7 every power you have; legal, fair and unfair, whatever  
8 you have to do to stop this. We don't want it.

9 It's not going to hurt the city. That's why it's  
10 all the way down this far and not up in the city. It's  
11 going to hurt Homeland Park. We hardly ever get  
12 represented. We know it. We pay attention to it. We  
13 don't get the funding. Other places get the funding.  
14 We're not even asking for that. All we're asking for is  
15 to use every power that you have to stop this from  
16 happening to us. That's all we're asking.

17 TOMMY DUNN: Next.

18 LEON HARMON: Mr. Chairman, next  
19 speaker is Chad West.

20 CHAD WEST: My name is Chad West. I  
21 live actually right behind the church which is right  
22 across the street from this proposed RV park. And  
23 obviously I am against it. I think it was horribly  
24 misrepresented to you guys when it was originally  
25 brought to you. I think in some ways you were  
26 intentionally even mislead even by calling it tiny  
27 homes. It makes it seem a whole lot better than it  
28 truly actually is. These are not built to very high  
29 standards. They're not meant for permanent residency.  
30 The gravel roads. The list goes on and on as we find  
31 out more about it.

32 Obviously I would say most of us are not against  
33 development. When Senator Tim Scott and President Trump  
34 promoted these opportunity zones, it was to enhance the  
35 communities. And I don't think either one of them would  
36 be for this for an opportunity zone. I don't think an  
37 RV park enhances Homeland Park at all. And we would  
38 love good and right development in our area, so why  
39 should we have to settle for something that's obviously  
40 sub par in that category.

41 I was at the Planning Committee meeting, as many  
42 other people were, that lasted quite a few hours. But  
43 gentlemen, I was happy to be there. People got their  
44 say. I found out, hey, a lot of these other people got  
45 mailers that told them what was going on. There was  
46 websites that were specifically designed so they could  
47 know what was going on. People sent out surveys to them  
48 to ask them, hey, how can we enhance your community? We  
49 didn't get any of that since it was an unzoned property.

50 And you know what, I don't think they wanted to ask

1 us because they already knew what the answer would be.  
2 It seems a little bit sneaky in my aspect, seems a  
3 little shady.

4 Homeland Park does not need or want this  
5 development, but obviously we need your help. I believe  
6 you were misled. I believe in some ways you were even  
7 deceived by the developers. But I still believe that  
8 you can make this right for your community. We want you  
9 to obviously fight for us because in some ways we  
10 deserve much better than this. Thank you.

11 TOMMY DUNN: Next, Mr. Harmon.

12 LEON HARMON: Next speaker is Josh  
13 Smith. Next speaker is Chandler Reed.

14 CHANDLER REED: Good evening, ladies and  
15 gentlemen. Chandler Reed, I'm in District 5 just  
16 outside of Homeland Park. And I'm here about the tiny  
17 homes.

18 We don't need this in the community. Period. We  
19 have seventy-seven properties in District 2 alone that  
20 fall under Homeland Park that are abandoned and  
21 condemned that we need out of there. We don't need  
22 another problem in the community. This was sold in a  
23 bad way to the county council. I don't know how y'all  
24 didn't see that. But fact is, it's here; we need to get  
25 it changed. Plain and simple. They don't know what  
26 they're doing HUD standards, they don't know what  
27 they're doing RV standards. They call it a RV park, but  
28 it's going to be a mobile home park. That's the last  
29 thing Homeland Park needs. When is the last time  
30 anybody there has gone through Homeland Park and checked  
31 out the scene?

32 I live over that way. We're trying to clean it up.  
33 We don't need trash in there. This development is not  
34 going to help our cause. We're here to speak up and  
35 show you that Homeland Park is not going to be silent  
36 anymore. We're here and we're growing every day with  
37 numbers and support.

38 So I'm begging you to please help us and fight this,  
39 turn it around, stop it. We're not asking for money  
40 from you. We just want your support in passing some  
41 policies. We're going to come after the abandoned  
42 properties. We're going to get rid of all the other  
43 drugs and everything in the community. We just want  
44 your help. All right?

45 And I didn't get anything in the mail on this.  
46 There are other folks. We didn't know anything about  
47 it. The only thing we were told, it was ran in the  
48 newspaper. Who gets Anderson Independent in here? I  
49 don't think anybody gets that paper any more. That's  
50 how it was run. That's old antiquated technology. It



1 was twenty years ago that people would read the paper  
2 for that stuff. We need a new way to get information  
3 out to the community; website, emails, something.

4 Thank you for your time.

5 TOMMY DUNN: Mr. Harmon.

6 LEON HARMON: Next speaker is Randall  
7 Jameson.

8 RANDALL JAMESON: Thank you, guys, for the  
9 opportunity to speak. I'm talking about the RVs, the RV  
10 park.

11 I contacted the LLR in Columbia and I told them what  
12 was happening down here and I asked them how these units  
13 could be classified as permit dwellings? Okay. I got a  
14 letter back from them that says that if these units are  
15 not built to HUD standards, which they're not, they're  
16 six hundred and fifty square foot -- and they're not I-  
17 Codes, which are homes built onsite, which they're not,  
18 they cannot be considered either of those. They're  
19 classified as RVs because they're built to the RVIA  
20 standards.

21 Now, I talked to Bill Stevens today at Building and  
22 Codes. And I asked him, I said, can you live in an RV  
23 full time? He said in Anderson County you cannot live  
24 in an RV full time. So unless y'all have changed that  
25 policy, if these are classified as RVs, they cannot be  
26 permanent dwellings, unless y'all go and make an  
27 amendment. I asked him -- they're ten foot wide. I own  
28 an RV. I take it everywhere. These are ten foot wide.  
29 I've never pulled anything ten foot wide. I said do you  
30 have to have a special permit to pull something ten foot  
31 wide? He said yes you do. And if it's built off-site  
32 and out of our state, there's all kinds of stuff they  
33 have to go through to get them in here. Okay?

34 I said well how about tiny homes? He said the only  
35 tiny homes that they have approved at Building and Codes  
36 are tiny homes that are built on-site. And they go out  
37 and do the footer inspections, all the inspections.  
38 Okay.

39 Now, Mr. Smart, at one of our meetings said that  
40 these homes were being supplied by Clayton Homes. They  
41 don't know anything about it. Clayton Homes denies  
42 knowing anything about these little units. I also asked  
43 at the Planning Commission -- which by the way I was  
44 there six hours -- I asked, what kind of power are these  
45 things going to have? If it's an RV park, they're got a  
46 little fifty amp pedestal down there. If they are a  
47 mobile home park they're going to have a two hundred amp  
48 metered unit. No answer.

49 At the last meeting you guys said y'all were going  
50 to define tonight what an RV or what a tiny home is. I

1 don't see the man over there that's supposed to answer  
2 that question tonight, but I hope that y'all define  
3 tonight what is a tiny home. Okay. Because what  
4 they're trying to sell us doesn't sound like a permanent  
5 dwelling. By the way, Mr. Smart said if you've got a  
6 two bedroom, you've got two of these units, you could  
7 rent one of the bedrooms out to help pay the rent. I  
8 thought these were single family dwellings.

9 So I think we need more information. Thank you very  
10 much.

11 LEON HARMON: Next speaker is Randy  
12 Jones.

13 RANDY JONES: Thank you for letting me  
14 speak today. My name is Randy Jones. I'm from Cindy  
15 Wilson's District 7. I'm here to just speak in support  
16 of the Second Amendment Sanctuary Ordinance. I'm the  
17 Anderson County Leader for South Carolina Carry. We  
18 have active members across the state and we're doing  
19 things to try to support Second Amendment protection and  
20 stuff. I'm also a member of the Belton Gun Club, which  
21 has over a thousand members, and we do a lot of things  
22 that are bringing a lot of stuff into Anderson County.  
23 So these are very important things for both of these  
24 groups.

25 The recent events that we've seen play out here  
26 recently across our country reinforce the need for  
27 Anderson County to pass this ordinance. We need for  
28 Anderson County to be a Second Amendment sanctuary  
29 county.

30 When civil disobedience is allowed to destroy  
31 people's businesses and disrupt our cities, we must have  
32 our Second Amendment rights intact in order to -- for  
33 the citizens to defend their families and their  
34 businesses. We have a great Sheriff that supports this  
35 ordinance and we need for the council to approve this  
36 ordinance so that we may protect our Anderson County  
37 rights for the Second Amendment protection going  
38 forward.

39 I hope that we'll have a hundred percent of all the  
40 council members to support this going forward. Thank  
41 you.

42 TOMMY DUNN: Mr. Harmon.

43 LEON HARMON: Next speaker is Shawn  
44 Falkner.

45 SHAWN FALKNER: Mr. Chairman, council  
46 members, my name is Shawn Falkner. I'm a resident of  
47 Anderson County. I also represent the developer of the  
48 tiny home park that's being discussed here with the  
49 moratorium.

50 I just wanted to come and speak on behalf of the

1 owner against the moratorium that you guys are looking  
2 at trying to pass. I can tell you that there's been no  
3 deceit by the developer of that property. I have the  
4 application here and it clearly says the park was being  
5 developed -- excuse me -- the park will consist of park  
6 model RVs. They are unique trailer type RVs. They're  
7 built on a single chassis, mounted-on wheels. Have  
8 gross trailer area not exceeding four hundred square  
9 feet. Certified by the manufacturers as complying with  
10 the ANSI A119.5 standard for recreational park trailers.  
11 And their proposed use will be used to address Anderson  
12 County's affordable housing shortage.

13 This is the application that was submitted back in  
14 October of last year where the Planning Commission  
15 approved the development of that RV park, four to two.  
16 This park has been through permitting with the county.  
17 It's to the point where we're ready to issue permits.  
18 It's going to be owned by these developers for a long  
19 term under the opportunity zone requirements. It's  
20 going to be a high quality park. And these units will  
21 be rented on a temporary basis to provide affordable  
22 workforce housing for the people that work in this  
23 county.

24 There's been no deceit here. It's gone through the  
25 permitting process with the county. It's located in an  
26 unzoned area of the county. County council really  
27 doesn't have any jurisdiction to govern the use of that  
28 property. The land management ordinances are in place  
29 to ensure that whatever is developed on the property is  
30 developed in accordance with the standards, the  
31 setbacks, the road requirements, the utilities, and all  
32 that sort of thing, which this clearly complies with.

33 And while it's unpopular, the landowner has the  
34 right to use his property for an RV park. It's in an  
35 unzoned area of the county. And if those citizens in  
36 that part of the county wanted the county council to  
37 regulate the use then they should have subjected that  
38 part of the county to the Zoning Ordinance, which they  
39 did not. It's consistent with the Comprehensive Plan  
40 that the county has adopted for that area for  
41 residential use.

42 I just urge this council to deny the moratorium.  
43 The county council has a process in place to adopt  
44 regulations for use of these type of things and that's  
45 the route they ought to go and not just put a halt on  
46 everything. Thank you.

47 TOMMY DUNN: Mr. Harmon.  
48 LEON HARMON: Next speaker is Allison  
49 Phillips.  
50 ALLISON PHILLIPS: Hello, I'm Allison

1 Phillips. I was born and reared in Anderson County, but  
2 I am a resident now of Abbeville County. However, I own  
3 a business in Homeland Park. I'm also the Vice  
4 President of Homeland Park Community Watch. We have a  
5 lot of members and a lot of members that work and are  
6 not able to come to this meeting or other meetings that  
7 we represent. We also have a lot of members that are  
8 elderly and choose to not come because they don't want  
9 to get out in this virus or in -- at night. So I'm  
10 representing -- speaking on their behalf, too.

11 After reviewing the land use review that was  
12 submitted in November for the Planning Commission and  
13 the one that was also submitted for the June 9th  
14 Planning Commission meeting, which I did attend, and I  
15 was midnight getting home, too. But I will tell you  
16 that some of the things on this land use review really  
17 aren't exactly as they seem. The nice gentleman came  
18 and told you, but I would like to let you know that  
19 PAWS, the county building PAWS, is the neighbor that  
20 they reviewed to see if this is going to adversely  
21 affect the neighbors, the adjacent properties. And that  
22 is the number (b) on land use review attachment (a).  
23 Why does a big developer with plenty of money like this,  
24 why are they not able to canvas the neighborhood that  
25 they're going to be adjacent to, as Ms. Matthews is  
26 going to speak -- address council a little bit later.  
27 Why did they ask a county employee? And number two,  
28 what business does a county employee have making a  
29 decision or adding to a decision for property? They may  
30 live in Belton. They may live in Greenville, Hartwell,  
31 Georgia; who knows? They might not live down in  
32 Homeland Park.

33 But guess what, people who reside in Homeland Park,  
34 they're good people. They're hardworking people and  
35 they have lived -- he wants to -- he says he's going to  
36 stay there a long term commitment. A long term  
37 commitment to him is ten years. Let me tell you what  
38 long term commitment is in Homeland Park. We've got  
39 people that have lived there seventy years. Seventy  
40 years and more. That's a long term commitment. They're  
41 concerned about their property values. They can't  
42 afford to go anywhere else. And they don't want crime  
43 to increase. We have worked the hard -- I mean we have  
44 worked really hard. Mr. Dunn and Ms. Gracie are well  
45 aware of how long we -- how far we've worked to try to  
46 decrease our crime rate. Okay. We're going to need  
47 more police protection with a hundred more residences.  
48 Our fire department, as y'all know fire departments in  
49 the county are divvied up the same amount of money.  
50 Okay. Well, our fire department, Homeland Park Fire

1 Department, runs ---  
2 LEON HARMON: Time, Mr. Chairman.  
3 ALLISON PHILLIPS: --- over six hundred  
4 calls a year for the same amount of money that a little  
5 lazy little sleepy fire department ---  
6 TOMMY DUNN: Appreciate it. That'll  
7 be time. Thank you.  
8 ALLISON PHILLIPS: Okay. Thank you.  
9 TOMMY DUNN: Mr. Harmon.  
10 LEON HARMON: Mr. Chairman, no one else  
11 is signed up.  
12 TOMMY DUNN: Thank you, Mr. Harmon.  
13 Moving on now to agenda item number 5, Cherokee  
14 Farms Community. Ms. Mathews.  
15 DONNA MATHEWS: Hi, my name is Donna  
16 Mathews, and I'm here to represent my community, to  
17 proudly represent my community. I did not catch the  
18 gentleman's name that just spoke on behalf of the  
19 developer, but I would like to let him know that I don't  
20 know who made the decision that we needed affordable  
21 housing for manufacturers. We have housing in our area,  
22 in our district. And if we do need housing, why does  
23 our district get the mobile RV park -- we're not even  
24 sure what they are. Is it a RV park? Is it a mobile  
25 home? Is it a tiny home? Because from what we  
26 understand, they fit the criteria of all three. But we  
27 as a community do not want this in our neighborhood.  
28 This property is not only going to be in my community.  
29 This is going to be in my backyard. No one came to my  
30 door and asked me how this was going to affect my  
31 neighborhood. This is going to destroy my property  
32 value and the property values of my neighbors, of my  
33 friends, of my family.  
34 And then he made a statement that this thing started  
35 last year and no one objected to this in the Planning  
36 and Development meeting we had last week. It's because  
37 no one knew. If this was all legal and binding and  
38 everything was how it should be, then why was our  
39 community silent? The other communities that was in  
40 building and planning all received things in the mail.  
41 They are well aware of new development that's coming to  
42 their area. Why is Homeland Park not on that list? I  
43 understand the property is unzoned. But that needs to  
44 be changed. Whether a property is zoned or unzoned,  
45 that should not determine whether or not the community  
46 is made fully aware of it and that their voices are  
47 heard and not silenced.  
48 From what I understand, this is a development for  
49 wealthy investors. And they want to come in, invest  
50 some money into this property and stay ten years. They

1 don't even have to stay ten years. They can stay five  
2 years. They not only double their money, but they get  
3 huge tax breaks. This information, if it's wrong, came  
4 from Senator Scott's office that I started speaking with  
5 in February.

6 Also, this was reported in the newspaper in  
7 February. It's the first time any of us had heard of  
8 it, which conveniently was also after the thirty-day  
9 appeal time that we had. So nothing was said until all  
10 of that was already approved, our appeal time was up,  
11 then they let us know that this wonderful community was  
12 coming to our neighborhood. A hundred houses. From  
13 what I understand it's only going to be used fifteen  
14 acres of the seventy-two, seventy-three acres that they  
15 bought because the rest is low plane or unuseable.  
16 Already from the topo, they're already having problems  
17 with storm drainage. They're going to have problems  
18 with sewer. I've also been told that Homeland Park  
19 Water has denied them. So is that not a done issue at  
20 this point? If county council cannot help us and go  
21 back on the approval decision that they've made, where  
22 do we go from here? As our county council leaders, as a  
23 community, where do we go from here?

24 We do not want this in our community. The developer  
25 may want it. The building may want it. We still don't  
26 know who's in charge, who's the lead person pushing  
27 this. But as a community, none of us want it in our  
28 community. And we beg you to find a way to go back and  
29 remove this decision to allow this to come, as is, to  
30 our neighborhood. We don't need gravel roads and RVs  
31 and temporary housing. Which is it temporary housing or  
32 permanent housing? Because we've been told both. We've  
33 been told several things, and we can't get all the  
34 straight answers on none of the questions that we've  
35 asked since February.

36 So again, I beg you to please go back, speak with  
37 the county council lawyer, speak with whoever we -- tell  
38 us who to go to. Just help us to stop this development  
39 from coming to our community.

40 Thank you for your time. Please reconsider.

41 TOMMY DUNN: Moving on to item number  
42 agenda 6, Ms. Floyd. Ms. Floyd.

43 GRACIE FLOYD: Thank you. We're in a  
44 mess. We've in a mess. Nationally they're fighting for  
45 the nation. So many different things. Locally we're  
46 fighting for our houses, our homes, our neighborhoods.  
47 How did we get this far? What happened? I think you  
48 know what happened.

49 In November, November the 16th, a meeting was held.  
50 Nobody knew about the meeting but the people who are

1 proponents of the tiny houses and the Planning  
2 Committee. I didn't know about it. No one called me to  
3 tell me about it. Nobody called me to ask me why I  
4 wasn't there.

5 And I had a very, very happy Thanksgiving and a  
6 merry Christmas. January I was getting ready to  
7 celebrate the new year and up comes February and I get  
8 this phone call from a friend of mine who says what do  
9 you think about those tiny houses coming over there in  
10 Homeland Park? And I said Homeland Park? As much as I  
11 am in Homeland Park, I didn't hear about any tiny  
12 houses. So I tell them I don't know a thing about it.  
13 He said the newspaper. What paper? Well, the Anderson  
14 Independent. Well, I get the State newspaper and I get  
15 the Greenville News because combined they have  
16 everything that the Anderson Independent is supposed to  
17 have. I've got some nasty comments from some nasty  
18 people about what they believe. But I didn't care what  
19 they believe, because I never heard a thing about it  
20 until February.

21 After I heard about it, a lady called me on the  
22 phone and she wanted to talk to me about it. And we  
23 talked. She told me everything she knew, which was  
24 almost as much as mine. And I told her what I knew,  
25 which was really nothing. And then we started working  
26 together. We decided we were going to act as a team and  
27 we were going to look at this thing together.

28 And sure enough, sure enough, they were planning on  
29 doing tiny homes. What are tiny homes? They are little  
30 houses that's supposed to be one bedroom back then in  
31 February at a total of three hundred and eighty-two  
32 dollars. That's what they were going to cost for rent.  
33 And they told me that it was going to be for people who  
34 were working up at Electrolux and those buildings around  
35 there, those companies around there. That's what they  
36 were going to be for.

37 Then they told me that it was going to be fine.  
38 They had already gotten approval from the Planning  
39 Committee. Approval from the Planning Committee on the  
40 first time they went down there, they submitted their  
41 papers and they got approval right then and there from  
42 the Planning Committee. The Planning Committee did not  
43 go out and look at it. They didn't go out and talk to  
44 the people. They said well we put up a sign. Anybody  
45 out there saw that sign? Nobody can remember a sign  
46 being put up for that.

47 I did some more research and I found out that these  
48 are money coming in from capital gain. Okay. The thing  
49 was this -- it's like this, if you've got ten thousand  
50 dollars or if you've got fifty thousand. Let's say you

1 have fifty thousand dollars and you get together with  
2 some more people who has fifty thousand dollars and  
3 y'all put it up and you're going to buy you a piece of  
4 land and you said you're going to do this and you're  
5 going to hold it for ten thousand and you'll just build  
6 some tiny houses on it for fifty thousand dollars. If  
7 you can hold on to that for ten years you get a hundred  
8 thousand dollars. And then you sell it and you move on  
9 to somewhere else.

10 Folks, this isn't fair. It's just downright out not  
11 fair. Think about it for a moment. Think about where  
12 you live right now. Think about where you live. Would  
13 you want that down the street from you? Would you want  
14 that in your backyard? Would you want your mother to  
15 live around a place like that? No. You wouldn't. So  
16 why bring it here?

17 All right. They brought it here to us because they  
18 have to -- they go by census tracts. And you know  
19 they've got all these beautiful words. Nobody knows  
20 what they mean anyway. But they have census tract and  
21 they have to choose some census tract. So they call it  
22 depressed areas. In other words, no income poor people.  
23 Okay. They have to get these census tracts to give them  
24 the land so they can go and put these whatever it is on  
25 there. I think you can put other things besides tiny  
26 houses, but that was easiest to do so that's what they  
27 did. That's what they did.

28 They pick one. But you've heard us talk about tiny  
29 houses for a while now. But did you know there were  
30 four of them? Did you know there are four of them? Did  
31 you know we were the first one, first one ever in  
32 Anderson? Did you know there's one on Main Street  
33 coming off of Whitner Street? Did you know there's  
34 going to be one in Homeland Park? Did you know there's  
35 one out to the airport? Did you know there's one -- did  
36 I say Belton Highway? And now we have the one out there  
37 on Cherokee Farms. We're not the only one. We're not  
38 the only one.

39 There are four. Four. They snuck this one in on  
40 us. I didn't know about it. I don't care what you say,  
41 I did not know about it. And if I had you know I would  
42 have done something. Did you know they're all at the  
43 bottom of Anderson County? Did you know that 81 is  
44 safe? There's nothing that's going up there? Did you  
45 know that all of the communities that this is going on  
46 are unzoned because they didn't want zoning, number one.  
47 Number two, they had lived there, some of them, forty  
48 and fifty years, never had zoning, never had any  
49 problems, why did they think they need zoning? This is  
50 wrong, folks. This is wrong.



1           The only two district I can see is District 5 is  
2 going to have some and District 2. Oh, you're not out  
3 of it yet. A little bit of District 1, you've got some  
4 coming too. Yeah. So how will your people feel when  
5 they wake up in the morning and they find out they're  
6 going to have some kind of something built behind them?  
7 How are they going to feel about that? I mean it's good  
8 enough for District 2. Why isn't it good enough for  
9 District 1 and District 5? Nobody's doing anything  
10 about it. Now they tell us it's too late. Too late to  
11 do what? It was too late when the idea came up. Where  
12 did this idea come? It came from -- is his name Tim  
13 Smith? Who? But anyway, it comes from the Republican  
14 Tim Scott, backed by Republican people, and Booker. And  
15 why are they doing this? Because somebody got too much  
16 money and don't know what to do with it, so why not  
17 let's just take it from the poor people or the depressed  
18 people or just older citizens who have worked hard for  
19 everything they have and have this come.

20           In ten years, what do you think it's going to be in  
21 ten years? After it has been lived in ten years, y'all,  
22 what do you think it's going to be? A nice retirement  
23 community? No. It's not going to be that. Do they  
24 care that your mother is living out there? No. Do they  
25 care that you've got children living out there? No.  
26 No.

27           There are no houses shortages in Anderson County.  
28 And they said this, they said we're going to build these  
29 for nurses and teachers. Yeah. Uh-huh (affirmative).  
30 Uh-huh (affirmative). That's what they're building it  
31 for. Come on. And the companies that they're going to  
32 build it for, Bosch, Michelin, Milliken, Electrolux,  
33 Anderson Memorial Hospital for nurses, Arthrex.  
34 Arthrex, that's that big place in Pendleton that they  
35 built those fifty -- that they got fifty percent money  
36 from the county to build these luxury apartments. But  
37 they're going to build them for Arthrex, too. Okay.  
38 And they're going to build it for the government.  
39 Government who? And oh, it's only going to cost three  
40 hundred and eighty-seven dollars. That was back in  
41 February. But now it's going to cost eight hundred and  
42 some odd dollars a month for two bedrooms when they only  
43 said they're going to have one bedroom. But now they're  
44 going to have two beds. Who's the second bedroom for?

45           People, I love Anderson County. I love our  
46 government in Anderson County. But just like any other  
47 government, Lord have mercy, you've got to keep up with  
48 what's going on. You've got -- you cannot skip these  
49 meetings. You cannot just listen to the radio. You  
50 have to keep your eyes open and you have to be in those

1 seats out there. Because if you don't -- that's what  
2 you've got to do. And we haven't been doing that. We  
3 haven't been doing that. But we're doing it now. We're  
4 doing it now.

5 How can the Planning Commission have approved  
6 something like this without asking anybody, without  
7 checking behind anybody. And the Planning Commission  
8 told me, oh, we already got the water thing signed. No.  
9 No. According to the Homeland Park Water Commission,  
10 they do not. They said we are not going to give water.  
11 We are not going to give sewer. Okay. So what's going  
12 to happen now? Okay. We're going to go to the Electric  
13 City Water Company. Fine. You can get water from them,  
14 but you can't get sewer. Now what? Now what?

15 So what do we need to do? We need to back it up and  
16 we need to start over again. Lawsuit. Lawsuit. Here  
17 they come with the lawsuit. They're going to sue --  
18 well, we'll just sue you. Sue us for what? Who told  
19 you to go ahead and spend a million dollar, as they told  
20 me? But we've already spent a million dollars on this.  
21 Well, that's just tough. That's just tough. Nobody  
22 told you. Broadway Water said that they didn't get --  
23 they didn't sign anything. So who told you to go spend  
24 that million dollars? That's just tough. That's called  
25 a business loss. Isn't that called a business loss that  
26 you can get a whole bunch of money off your income tax  
27 for? Isn't that right? Yeah. Yeah. It's wrong. It's  
28 wrong. It's not right.

29 Who's behind this? It's easy. Somebody with fifty  
30 thousand dollars. Somebody who's got deep pockets.  
31 Somebody who's trying to hide their money. Okay. Whose  
32 bet are they on? Yours. Yours. I'm not out of danger.  
33 I live off the Belton Highway. When I saw this map here  
34 the other day and saw Belton Highway on it, hey, hey,  
35 hey. All right. Some of you sat around and watched and  
36 laughed and ignored and found other things to talk  
37 about. But I bet you're going to be talking about this  
38 after a while because all of Anderson County at the  
39 bottom part down here is going to be this. And when  
40 they get through doing these four tracts, you know what  
41 they're going to do, Brett? They're going to come up to  
42 your place and find something. They're doing it in  
43 Greenville.

44 We're not ready, folks. We're not ready. I'm  
45 asking the county council to please vote no. That  
46 moratorium is coming up, which will give us some time to  
47 look at this thing again. Please vote for the  
48 moratorium. Don't do this to us. Don't do it to us.  
49 District 2 didn't do it to you when you were trying to  
50 fight the service station on Liberty Highway. We stood

1 with you because it was the right thing to do. When you  
2 were trying to get things out of your community,  
3 District 2 stood with you because District 2 believes in  
4 the hardworking people. That's what we believe in. So  
5 we try to protect our communities. We try to help all  
6 people. We don't hurt them. We don't go behind their  
7 backs and steal their communities from them. Next thing  
8 I know they'll be coming after your houses.

9 This isn't easy. This is not easy. Mrs. Mathews  
10 can tell you how many times we've been on the telephone  
11 in the last two months. She's neglected her job. I  
12 have other things that's going on in the county. I'm  
13 trying to get -- is that grant six hundred and fifty  
14 million, Mr. Burns?

15 RUSTY BURNS: Which grant?

16 GRACIE FLOYD: The one for Homeland  
17 Park.

18 RUSTY BURNS: Which grant are you  
19 talking about? Is the one you're talking about the  
20 housing demolition?

21 GRACIE FLOYD: That's it. Nope, the one  
22 that we're trying to apply to get for Homeland Park that  
23 will help us clean up the community, knock down some  
24 houses and bring some peace down to Homeland Park.

25 RUSTY BURNS: That's a Community  
26 Development Block Grant. It's around five hundred  
27 thousand dollars.

28 GRACIE FLOYD: Five hundred thousand  
29 dollars. Okay. I wish it was six fifty, but you can  
30 dream. But I'm trying to get a grant for that. We're  
31 doing a lot here. But we have to be distracted by  
32 people who don't even live here among us who's coming to  
33 take all we have. Our community.

34 And I'm tired. I know everything I need to know  
35 about capital gains taxes. I'll never have enough money  
36 to get involved with that. You won't either. You won't  
37 either. But somebody from Texas or somebody from  
38 somewhere else. Even somebody from this town right here  
39 will have enough money to take what you're already got.

40 And I'm tire. Lord, I pray for this to be over  
41 with. Lord, I pray for a break. Please, God, we can't  
42 take much more of this. Leave us, leave us alone. Let  
43 us have our community. Let us have -- and they said  
44 something about PAWS. PAWS welcomed them. That's not  
45 what PAWS told me. That's not what PAWS said to me.

46 So many misunderstanding. Did I tell you at the  
47 beginning that I heard it was going to be a home for  
48 homeless people, at the beginning? Yeah, we heard that.  
49 We heard that. But county council, this man back here  
50 said that the county doesn't have anything to do with it

1 because we're not zoned. That's not fair. That's not  
2 fair. So we are not zoned, what does that mean? We're  
3 bad people. That we are depressed poor people? Some of  
4 those people out there got more money than some of you  
5 sitting in here. Because they have bought their home.  
6 They have paid for their home. They have stayed at  
7 their home. They have fixed their houses up. They're  
8 not that depressed.

9 But what we need now is for folks to stand up with  
10 us and say to county council and Anderson County, no, I  
11 don't care what kind of deal you have made. I don't  
12 care who came here and talked to whom about what. All I  
13 know is that people are fighting to save what they have.  
14 How big it is or how little it is. That's all I know.

15 And my name is Gracie Floyd. I have told you ---

16 AUDIENCE: You need your mic.

17 GRACIE FLOYD: Are you sure?

18 AUDIENCE: Yeah.

19 GRACIE FLOYD: My name is Gracie Floyd.

20 I've told you what I told. Told you what I've heard.  
21 Told you what I want. And that's my story and I'm gonna  
22 stick to it. Thank you.

23 **APPLAUSE**

24 TOMMY DUNN: Moving on now to item  
25 number 7, Ms. Floyd. Duke Energy Report Right-of-Way  
26 Cleanup.

27 GRACIE FLOYD: All right. I got a -- I  
28 received a letter from Duke Power and it upset me  
29 something terrible. Can you hear me now? It upset me  
30 something terrible. Because Duke Power said they were  
31 going to kill some foliage. It was sent to county  
32 council members. Did you all get a letter like that?  
33 Okay. Duke Power said they were going to kill up some  
34 foliage. You know, that's just brushes and weeds and  
35 stuff. That's the brushes and the weeds and stuff. And  
36 they're going to do it by helicopter. Helicopter? You  
37 mean like Agent Orange? And you mean like Roundup? Did  
38 you ever think that while you were spraying that Roundup  
39 that you were going to have to worry about cancer? But  
40 you mean like Roundup? Uh-uh (negative), no, no, no,  
41 no. I don't understand this.

42 So I called Mr. Burns and -- that night when I got  
43 the thing I called Mr. Burns and I told him that I  
44 didn't understand it. And we need to go to the people  
45 about this and let them know. Mr. Burns agreed with me  
46 and the next morning I got a telephone call -- a sweet  
47 little phone call from Emily. I don't know Emily's last  
48 name, but she works for Duke Power. And she explained  
49 it to me and I thought it would be a good idea if she  
50 explained it to you.

1 Emily.

2 EMILY ROBERTS: Thank you so much. Mr.  
3 Chairman and other council members, Mr. Burns, Mr.  
4 Harmon, thank you for having us here this evening. And  
5 you will forgive me, I am not a good public speaker so I  
6 have to read. So please, I'm asking your forgiveness.  
7 And I beg y'all's forgiveness for having to see my best  
8 side. Thank you.

9 I am Emily Roberts. I'm the government and  
10 community relations manager representing Duke Energy in  
11 the Anderson area. I'm also an Anderson County resident  
12 in District 6 in Mr. Davis's district. At the request  
13 of Councilwoman Floyd, I am here with two of my  
14 colleagues who are subject matter experts to answer your  
15 questions about the aerial herbicide application that  
16 has been going on around transmission lines in the  
17 northern part of Anderson County.

18 First I will introduce Bill Rings back there in the  
19 back who has enjoyed a thirty-four year career at Duke  
20 Energy with twelve years in his current role as a  
21 regional vegetation management specialist. And he  
22 manages all the herbicide activities for transmission,  
23 vegetable groups in the Western Carolinas. He also  
24 oversees substations like mowing and all the aerial soil  
25 and area spray operations for Duke Energy. He holds  
26 licenses in North Carolina and South Carolina as a  
27 pesticide applicator and also is a certified arborist  
28 with a concentration on utilities. So he knows his  
29 stuff.

30 With him is John Reeves, the gentleman behind me,  
31 who works with Industrial Aviation, a company with  
32 forty-eight years of specializing in aerial application  
33 of herbicides to utility right-of-ways throughout the  
34 United States.

35 So now more than ever a reliable electric system is  
36 essential to meeting our customers' energy needs. Duke  
37 Energy is working hard to build and maintain a grid that  
38 is smarter, more resilient and ready to safely deliver  
39 reliable and increasingly clean energy. We deliver on  
40 this commitment by keeping the lines that transmit  
41 electricity free from trees and other vegetation. While  
42 trees are part of the natural beauty of the region,  
43 they're also the leading cause of power outages and  
44 power quality issues. Vegetation near power lines can  
45 also present a potential safety threat for utility crews  
46 and the public. Managing vegetation along power lines  
47 and in its rights-of-way is an effective way to improve  
48 reliability for the customers who depend on us.

49 One method that we use to maintain vegetation is  
50 aerial application of herbicides to control plant

1 growth. A few weeks ago helicopter crews began applying  
2 herbicides to our high voltage transmission lines in the  
3 northern part of Anderson County. And I do have some  
4 maps, Mr. Reeves does, that I would be glad to show to  
5 you. The transmission line goes through Pelzer up  
6 through the northern part of Powdersville. All of this  
7 is urban areas, as you will be able to see from the map.

8 Anyone familiar with Duke Energy knows that the  
9 safety of our customers, our communities and our  
10 employees is our primary goal. Applying herbicides from  
11 the air is safer and more effective and an alternative  
12 to sending crews on foot with backpack sprayers tromping  
13 around in unsure footing, in mountainous terrain or hard  
14 to access areas. Aerial maintenance applications can be  
15 completed much more quickly than manual spraying and  
16 reduces the crew exposure to physical hazards in the  
17 right-of-way environment.

18 Before the project began, Duke Energy performed a  
19 thorough environmental assessment of the areas to be  
20 sprayed. We evaluated sensitive environmental resources  
21 such as endangered species habitat, wetlands, as well as  
22 cultural resources. And we omitted potential sensitive  
23 areas from the targeted application sites. We use a  
24 specially trained vegetation maintenance crew to apply  
25 approved herbicides in an environmentally responsible  
26 manner. All products have been approved and registered  
27 by the U.S. Environmental Protection Agency following  
28 rigorous toxicological -- that's a big college word  
29 right there, toxicological -- environmental and chemical  
30 testing. All applications are performed under the  
31 supervision of a licensed applicator.

32 My peers, the other district managers in the  
33 Carolinas, began proactive communications with all of  
34 their counties at the same time I reached out to  
35 Anderson County. It just so happened that the project  
36 began here first immediately thereafter and has since  
37 been completed. We are finished in Anderson County. We  
38 have received no calls or complaints from the public  
39 regarding the project from either the dedicated  
40 vegetation management hotline or the general call  
41 center.

42 That's what I have to say. What questions do you  
43 have to ask?

44 TOMMY DUNN: Appreciate it, Ms.  
45 Roberts. Appreciate you coming out tonight.

46 EMILY ROBERTS: Thank you so much.

47 TOMMY DUNN: Thank you so much.

48 We're going to be moving on to item number 8, third  
49 reading, be 8(a), 2020-006, an ordinance to amend the  
50 zoning map to rezone plus or minus 50.26 acres from R-20

1 single family residential to R-A residential agriculture  
2 at 1061 Asbury Park Road. Tax map number is 045-00-04-  
3 009. Be third reading. Do we have a motion to move  
4 this forward?  
5 CINDY WILSON: So moved.  
6 TOMMY DUNN: Motion Ms. Wilson. Do we  
7 have a second.  
8 JIMMY DAVIS: Second.  
9 TOMMY DUNN: Second by Mr. Davis. Any  
10 discussion? Hearing none, all in favor of the motion  
11 show of hands. All opposed. I didn't catch that, Ms.  
12 Floyd. Are you in favor or you abstain or -- for, okay.  
13 Show the motion carries unanimously.  
14 Moving on now to item number 9, second reading,  
15 9(a), 2020-008. Chairman Graham. Chairman.  
16 RAY GRAHAM: Thank you, Mr. Chairman.  
17 Mr. Chairman, this is in reference to an ordinance  
18 to amend the Code of Ordinances, Anderson County, South  
19 Carolina, by adding Article X to Chapter 42 titled  
20 Second Amendment Protection. This is the second reading  
21 on this. And I bring this in the form of a motion, Mr.  
22 Chairman.  
23 TOMMY DUNN: We have a motion coming  
24 from Mr. Graham. Do we have a second?  
25 CINDY WILSON: Second.  
26 TOMMY DUNN: Second by Ms. Wilson.  
27 Now discussion. I'd just like to say again, echo my  
28 comments from the first reading at the last meeting.  
29 Appreciate all the hard work the committee done and our  
30 council members, the sheriff, our attorney, and the  
31 citizens for them taking time to be a part of this. And  
32 I think they done an excellent job. Anyone else? All  
33 in favor of the motion show of hands. All opposed like  
34 sign. Show the motion carries unanimously.  
35 Thank you, again, Mr. Graham.  
36 RAY GRAHAM: Thank you, Mr. Chairman.  
37 TOMMY DUNN: Moving on to item number  
38 9(b), 2020-009, an ordinance authorizing the execution  
39 and delivery of certain agreements by and between  
40 Anderson County, South Carolina, and Company A and  
41 Company B whereby, under certain conditions, said  
42 companies will acquire, by construction and purchase,  
43 certain property in Anderson County and create certain  
44 jobs in Anderson County and will execute amendments to  
45 certain fee in lieu of tax agreements and special source  
46 revenue agreements and provide certain economic  
47 development inducements to Company A and Company B and  
48 an additional sponsor affiliate and enact certain  
49 further legislation for said companies, Project MIT,  
50 involving an expected nine million -- nine and a half

1 million in total investment and the creation of an  
2 expected fifty new jobs in the county.

3 Mr. Nelson, do you have anything to add to this?

4 BURRISS NELSON: Yes, sir. Thank you, Mr.  
5 Chairman, and members of council. This is an existing  
6 company investing nine and a half million dollars and  
7 you said fifty new jobs, adding a new annual payroll of  
8 1.7 million dollars to Anderson County. They already  
9 currently have a hundred employees. And they're up-to-  
10 date with their taxes. They're up-to-date with all the  
11 commitments they've made with their other fee  
12 agreements. Thirty years of property tax from this  
13 company will total 3.4 million dollars. The first year  
14 community impact is 4.1 million dollars. And over  
15 twenty years, the community impact is almost twenty  
16 million dollars for this project.

17 Of course, this project comes to council with a  
18 recommendation from the Economic Development Advisory  
19 Board and from the staff. Thank you, sir.

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

22 CINDY WILSON: So moved.

23 TOMMY DUNN: Motion Mr. Sanders.

24 Second Ms. Wilson. Now discussion?

25 GRACIE FLOYD: Yes.

26 TOMMY DUNN: Ms. Floyd.

27 GRACIE FLOYD: Mr. Burriss, I think we  
28 all know what this is and all of that. But just to  
29 satisfy an old lady, me, would you just tell the people  
30 what this is in layman's terms, in just plain old every  
31 day talk.

32 BURRISS NELSON: Yes, ma'am. This is an  
33 expansion of one of our existing industries. It's a  
34 family company that's been here for over twenty-five  
35 years. They've got a great history, a great reputation.  
36 Family lineage; father, son. Family has done a great  
37 job. They're expanding with 9.5 million dollar eighty  
38 thousand square foot expansion to their building.  
39 Adding jobs, good high quality jobs, paying a little  
40 over seventeen dollars an hour. And new annual payroll  
41 will be about 1.7 million.

42 GRACIE FLOYD: Good job.

43 TOMMY DUNN: Any more discussion? All  
44 in favor of the motion show of hands. All opposed like  
45 sign. Show the motion carries unanimously.

46 Thank you.

47 BURRISS NELSON: Thank you for your  
48 support.

49 TOMMY DUNN: Moving on to Item number  
50 9(c), 2020-011, an ordinance declaring a moratorium for



1 six months on the issuance of approvals of development  
2 permits for recreational vehicles parks and tiny home  
3 subdivisions in Anderson County to allow for development  
4 of revised standards. Ms. Floyd.

5 GRACIE FLOYD: Thank you.

6 I wanted to read something that I got in the mail.  
7 Do you have your copy? May I have it please? Would you  
8 get this over here, please?

9 AUDIENCE MEMBER: Is this what you're  
10 talking about?

11 GRACIE FLOYD: Yes. I think every  
12 council person have one. I'm not sure about this. I  
13 don't know if you got one or not, but I want the people  
14 to see this.

15 Why would you allow park models to be used in a  
16 development for permanent residence? Big ole question  
17 mark. The manufacturer of -- I don't know if I can say  
18 the names. I'll leave the names out. You want the  
19 names see me later. The manufacturer of this model and  
20 the NAI Furman Company are getting over on Anderson  
21 County by not providing their officials all the facts.  
22 This is a letter sent to me. Did all y'all get one?  
23 Good. Thank you.

24 Well, let's start with these. The manufacturers of  
25 this unit certify that it is a park model recreational  
26 vehicle designed only for recreational use and not for  
27 use as a primary residence or for permanent occupancy.  
28 Park models also known as recreational park trailers  
29 definition and its use. And I'm not going to go through  
30 all of this because I think there was a person out there  
31 that -- there he is back there. He's already gone over  
32 this. And I'm not going to do the next page. But the  
33 industry association supports policies that treat park  
34 model RVs the same as any other RV, including defining  
35 park models RV as a type of RV in all states. He went  
36 over that, did he not? He went over that.

37 I'm asking -- we are asking for a moratorium on this  
38 which is a way of giving us more time. We need to go  
39 back over this. The Planning Committee should go back  
40 out there this time and take a look at what's going on.  
41 We need to talk about the water. Do we have water out  
42 there? Do we have sewer out there? The water people  
43 ought to know, and they said no. And somebody needs to  
44 go and look at the colored topo. But the name of it is,  
45 here I go, topography and that means you need to go out  
46 and check the shape of the land. Do you have some part  
47 of it up? Do you have some part down? Do they slope  
48 this way? Do they slope back that way? Somebody needs  
49 to go out there and check that because that's going to  
50 determine how the bathroom things work. Everybody knows

1 that everything goes downhill. You know that, don't  
2 you? Yeah. It doesn't go uphill; it goes downhill. So  
3 somebody needs to go out there and check that out.

4 Council members, I'm asking you to give us a  
5 fighting chance. Let's take a look at this. There's no  
6 big hurry. They've got ten years to make that big money  
7 and a couple of weeks to get it right, get it straight,  
8 won't hurt anybody.

9 TOMMY DUNN: Anyone else? Anyone?  
10 I just want to address a few things.

11 RAY GRAHAM: Mr. Chairman? My  
12 apology.

13 I do have a few things to say on this. First and  
14 foremost, and this is coming from me, but I want to  
15 include my fellow council members. I personally think  
16 we as council members have failed with this. We have  
17 failed the citizens of Anderson County and also the  
18 citizens of Homeland Park.

19 However, I do refuse to condemn or point fingers at  
20 our Anderson County associates. They're merely  
21 following procedures and policies that we have put in  
22 place, such as the council members you see before you  
23 today, as well as other ones that have sat in these  
24 seats in the past. They're merely doing their job that  
25 they were instructed to do. And for us to sit up here  
26 and criticize them not following this or them not doing  
27 that I think is an easy way out for us as council  
28 members. And I'm not going to take part in that.

29 I also think that many of the members of the  
30 community -- and by the way, I'm District 3. I border  
31 your community. So you're definitely my neighbors. I  
32 know of many folks up in Homeland Park and can call many  
33 of them great friends of mine. And for us to sit back  
34 and say that we don't have a problem would be an  
35 understatement. Because you have brought several things  
36 to light tonight and also in previous meetings.

37 There's several policies that I kind of question now  
38 due to some of your comments. You know, should we be  
39 notifying a community of a development even when there  
40 is not a policy currently in place for that area?  
41 Should we be looking at possibly putting some type of  
42 policy in place for Homeland Park? That's something you  
43 as citizens, number one, will have to commit to because  
44 with everything we do in live there's pros and cons both  
45 way. And I'll go ahead and tell you, there's advantages  
46 and disadvantages with that. And as citizens in that  
47 community, you've got to decide which route do you want  
48 to take and you have to stand your ground and dig and  
49 dig hard.

50 One of the other things that was brought to light

1 tonight is that we did -- and again this is just on what  
2 I'm being told in the meeting tonight -- is that we  
3 actually took consideration from a county entity on help  
4 making that decision. Should we have included them?  
5 Absolutely. They're your neighbors. They're part of  
6 your community. But we should have also included you  
7 guys. We should have also included the citizens. And  
8 just so you guys know, this is not something that just  
9 happens overnight. Every Planning Commission meeting  
10 there's an agenda set. It's sent out from the Planning  
11 office. It's sent to our clerk who in return forwards  
12 it to each council member. So we are aware of what's on  
13 those agendas. Now how active are we pursuing when it's  
14 in our district, that's strictly up to the council  
15 member. But we are made aware of what's going on before  
16 the minutes -- before the meeting even takes place.

17 You know, there's many things that comes across our  
18 desk as a council member. There's no way you're going  
19 to actually sit down and read every single thing and  
20 stay abrupt to ensure that you're truly answering to the  
21 people on what you guys want. And I'm comfortable in  
22 saying each council member on this stand today truly  
23 tries to do that. I really believe that. But there's  
24 things that slip past us that we look back and say, uh-  
25 oh. Maybe we should have spoken to our community to  
26 ensure that they were made aware of it.

27 There's no question there was an injustice done with  
28 this and hopefully we can somehow make it right. But  
29 keep in mind there's other individuals that has tried to  
30 develop and in the same respect are trying to invest  
31 money, as well. So we've somehow got to come to a  
32 mutual ground.

33 There's a lot questions in this. And I definitely  
34 support Ms. Floyd on moving forward with this tonight.  
35 But I will not point fingers at our county associates  
36 for doing what we have instructed them to do. Whether  
37 it's us sitting here today or whether it's council  
38 members in the past, they are still following their job  
39 duties. And I will stand here every day and support  
40 that. If we want to change that, then we've got to  
41 change it by policy.

42 And I would encourage you to contact your council  
43 members to truly make a stand on what that policy --  
44 what you think it should be. Be our voice. We're here,  
45 literally, as a representative to each and every one of  
46 you guys. It's up to you to instruct us on what your  
47 wishes are. Thank you, Mr. Chairman.

48 TOMMY DUNN: Thank you.  
49 JIMMY DAVIS: Mr. Chair.  
50 TOMMY DUNN: Mr. Davis.

1 JIMMY DAVIS: Are we just in discussion  
2 mode or do we have a motion on the floor? Are we just  
3 discussing before?  
4 TOMMY DUNN: Ms. Floyd made the  
5 motion, didn't you, Ms. Floyd?  
6 JIMMY DAVIS: Okay.  
7 TOMMY DUNN: Yeah, we're in  
8 discussion.  
9 JIMMY DAVIS: Okay. Thank you, Mr.  
10 Chair.  
11 TOMMY DUNN: Excuse me just a minute.  
12 Mr. Harmon -- Ms. Floyd, do you make the motion to put  
13 this -- for this moratorium?  
14 GRACIE FLOYD: Yes, I did.  
15 TOMMY DUNN: Okay. Ms. Floyd makes  
16 the motion and who seconds it?  
17 RAY GRAHAM: I second it.  
18 TOMMY DUNN: Mr. Graham seconds it.  
19 So now make it official. You've got the motion and  
20 second. Now, Mr. Davis, discussion.  
21 JIMMY DAVIS: Thank you, Mr. Chair.  
22 You know, I'm a little perplexed. If you'll hang  
23 with us enough you're going to hear me talk about the  
24 Planning Commission very shortly. But one of the things  
25 that we have is a county -- and I've learned this in my  
26 short time up here -- is there are ordinances in place  
27 that were passed not only by this county but by previous  
28 county councils that are guidelines and are law of the  
29 land, if you will, of how our county is governed and how  
30 it moves and how it makes decision. So these things are  
31 in place. And as times change some of these things may  
32 need to change. And we have committees that your county  
33 council representatives serve on that help form these  
34 policies, just like they do in Washington, but we're on  
35 a much smaller scale.  
36 One of the things that we do is we have a Planning  
37 Commission that is state mandated. Every county has a  
38 Planning Commission. And there are guidelines that are  
39 legal that agendas has to be published and made public  
40 knowledge. So each -- like Mr. Graham mentioned, each  
41 council person is given a copy of that Planning  
42 Commission agenda. I can tell you one, if you were here  
43 a couple of weeks ago, it was about almost three hundred  
44 pages long.  
45 TOMMY DUNN: Excuse me, Mr. Davis.  
46 We're out of time. Can I ask for ten more minutes? I  
47 make a motion to extend this ten more minutes.  
48 CINDY WILSON: So moved.  
49 TOMMY DUNN: Ms. Wilson makes the  
50 motion; Mr. Sanders seconds it. All in favor of the

1 motion show of hands. All opposed? Ms. Floyd, you  
2 voting for it or ---  
3 GRACIE FLOYD: I abstain.  
4 TOMMY DUNN: You abstain. Show the  
5 motion carries to extend the discussion for ten more  
6 minutes. Mr. Sanders in favor, Mr. Davis, Mr. Dunn, Mr.  
7 Graham, Mr. Wooten and Ms. Wilson in favor; Ms. Floyd  
8 abstains. Mr. Davis.  
9 JIMMY DAVIS: Thank you, Mr. Chair.  
10 The point I want to get to is the Planning Commission  
11 met and the vote was -- it came down that this tiny  
12 home, RV park, whatever you want to call it, was  
13 approved by the Planning Commission. Several people  
14 voted against it. Several people voted for it. The  
15 voted for won. Okay. In an unzoned area that is a  
16 legal thing. County council can't go back and change  
17 that. We cannot. I have to suffer with it in District  
18 6, as well. Mr. Harmon can vouch for that.  
19 So we -- what has been voted on since then was a  
20 sewer change or something that was voted on last week  
21 and that got denied. So I mean there's been some votes  
22 on it. But the overall development was voted on and  
23 approved by the Anderson County Planning Commission.  
24 And the only way to appeal that now is through the  
25 Court of Appeals. And not the county. The citizens can  
26 appeal it. So you have that right. But this was -- Mr.  
27 Harmon, correct me if I'm wrong, this development was  
28 approved by the Anderson County Planning Commission.  
29 LEON HARMON: You are correct, Mr.  
30 Davis, it was approved back in November.  
31 JIMMY DAVIS: So, you know, we've got  
32 an arduous task. So this development is approved. Now,  
33 this moratorium that we're talking about would be  
34 anything going forward. It would stop that. But this  
35 moratorium has nothing to do with what's already been  
36 approved. Am I correct, Mr. Harmon?  
37 LEON HARMON: It would not because of  
38 the Vested Right Statute that's right in the same State  
39 Planning Act that you've been referring to.  
40 JIMMY DAVIS: So state law says if it's  
41 been approved in an -- if it's been approved by the  
42 Planning Commission, it's approved. But the moratorium  
43 can stop anything else from coming down the pike. And  
44 that would give -- and I can understand, we do need to  
45 have a hard discussion on what is the definition of a  
46 tiny home or an RV park or whatever, and that will be  
47 discussion in the Planning and Public Works Committee  
48 meeting and then it will come back to council. I just  
49 wanted to make sure we were clear on that and that  
50 everybody understood that's where we are in this

1 process. Thank you, Mr. Chairman.

2 GRACIE FLOYD: Mr. Chairman.

3 TOMMY DUNN: Thank you, Mr. Davis.

4 Ms. Floyd and then we'll go back to Ms. Wilson.

5 GRACIE FLOYD: Okay.

6 TOMMY DUNN: Ms. Floyd.

7 GRACIE FLOYD: Thank you. First of all,  
8 we didn't send it back to the county council. The  
9 Planning Commission did. They did it because they  
10 didn't know what to do. They were confused because  
11 they've never had anything like this. Nobody went out  
12 there and checked what they wanted -- what the RV people  
13 were trying to say. They were trying to say they had  
14 water; they didn't. They were trying to say that the  
15 first time they missed the topo thing so they wanted to  
16 go back and amend it to include it this time. It was  
17 too many factors there that was brought out tonight.  
18 There were too many factors there to stop, take a look  
19 at it, and let's try it all over again.

20 You could not have passed something like that the  
21 first time in good consciousness. You couldn't do it  
22 because you knew it wasn't right. You knew it was  
23 wrong. We know what the Planning Commission is for.  
24 We've been knowing that -- well, I've been knowing that  
25 for years. But they aren't always -- they're not little  
26 demigods. They are people, flesh and blood people, that  
27 make mistakes like everybody else. And we feel that a  
28 mistake has been made. And we want a chance to rectify  
29 that mistake. We want a chance to understand because  
30 y'all told us so much, so many different things. It's  
31 going to be a home for nurses, a home for teachers, and  
32 then you told us it's going to be one bedroom, then two  
33 bedrooms.

34 It needed to go back to the Planning Committee and  
35 fix it up. But they didn't know how to get it back to  
36 you. So that's why it came back to council. Not  
37 because we asked. We just asked them to stop a minute  
38 and look at it again, go out there this time and see  
39 what the paperwork said instead of just taking the  
40 paperwork for the first time and said, okay, you got it.  
41 That's not the way to do it.

42 That's what District 2 was fighting for. That's  
43 what we're fighting for now. And now we need the  
44 moratorium to give us more time to let us look at it.  
45 Let's find out about the water. Are we going to have  
46 water -- are they going to have water out there? Good.  
47 Are they going to have sewer out there? What about the  
48 topo; is that going to be fixed? There's too many  
49 variance for us to say, okay, this is fine, just because  
50 the Planning Committee said it was.

1 I remember when there was a home for unwed mothers  
2 that were going to be put in a community. Oh, the  
3 community didn't want that. The community didn't want  
4 that. They wanted to keep their neighborhood intact.  
5 We looked at it. We discussed it. And then we decided  
6 that the community was right. And we vote for it. This  
7 is all I'm asking you to do now. Thank you.

8 TOMMY DUNN: Ms. Wilson, did you have  
9 something?

10 CINDY WILSON: You answered my question.  
11 Thank you.

12 TOMMY DUNN: Okay.  
13 CRAIG WOOTEN: Mr. Chairman.  
14 TOMMY DUNN: Go ahead.  
15 CRAIG WOOTEN: I guess I just had a  
16 quick question just to clarify what we're voting on. So  
17 it's my understanding from Mr. Davis's comments that,  
18 you know, it passed the Planning Commission and  
19 therefore it would go to the court for appeals and the  
20 moratorium would be any future development that was  
21 referenced in the same style. Is that correct?

22 LEON HARMON: Mr. Wooten, that is  
23 essentially correct. The Planning Act requires that any  
24 appeal from the Planning Commission decision outside of  
25 rezoning, now, would go to the Circuit Court.

26 CRAIG WOOTEN: Okay. And just out of  
27 clarification, if somebody had an unzoned piece of  
28 property and they felt they had the right to do  
29 something, why would they have to go ask the Planning  
30 Commission for permission? I mean if it's already  
31 within their ability to do it, then what is the Planning  
32 Commission approving or not approving?

33 LEON HARMON: Because we have land use  
34 regulations that the staff would review to make a  
35 decision. Not the staff make the decision, but present  
36 their recommendation to the Planning Commission. Then  
37 the Planning Commission makes a decision on whether that  
38 development is approved or not approved.

39 CRAIG WOOTEN: Per the land use  
40 regulations.

41 LEON HARMON: Per the land use  
42 regulations; correct.

43 CRAIG WOOTEN: And so the moratorium  
44 moving forward for six months would be future  
45 development and the -- and this moratorium is the  
46 correct protocol for the council for any future items to  
47 make any adjustments in defining what a tiny home or RV  
48 or anything in between is?

49 LEON HARMON: Correct.  
50 CRAIG WOOTEN: Okay. Thank you, sir.

1 TOMMY DUNN: Ms. Floyd.  
2 GRACIE FLOYD: Mr. Chair, I didn't  
3 understand the question. There was an echo.  
4 TOMMY DUNN: Mr. Wooten, would you  
5 mind repeating your question to Mr. Harmon?  
6 CRAIG WOOTEN: Yes. It was just sort of  
7 simply asking what the moratorium would do ---  
8 TOMMY DUNN: Excuse me, Mr. Wooten,  
9 I'm sorry. You still can't hear him?  
10 GRACIE FLOYD: There's an echo.  
11 JIMMY DAVIS: Mr. Wooten, I think  
12 you're going to have to get closer to your microphone.  
13 CRAIG WOOTEN: Okay. I'm sorry. It was  
14 just a question in regards to what the moratorium would  
15 affect as opposed to what the previous vote on this  
16 particular development -- whether or not we had  
17 jurisdiction on it or whether or not it was the Court of  
18 Appeals that had jurisdiction on it, with a follow-up  
19 question of, you know, why did they have to come ask the  
20 Planning Commission for permission to begin with, in  
21 which Mr. Harmon clarified it was an interpretation of  
22 land use rules; not, you know, a zoning protocol.  
23 TOMMY DUNN: Thank you, Mr. Wooten.  
24 Anyone else.  
25 GRACIE FLOYD: I don't understand what  
26 Mr. -- I heard him. I thank you for that. But Mr. ---  
27 TOMMY DUNN: Harmon?  
28 GRACIE FLOYD: Is that okay? I didn't  
29 understand Mr. Harmon's question because, you know,  
30 honestly, I thought that once the Planning Committee  
31 heard what we had to say rebuking some of the stuff that  
32 the developer said, that they would stop right there and  
33 say, wait a minute, wait a minute. We approved this  
34 because you said this. But that's not it? That's not  
35 right? I really thought that the Planning Committee  
36 would take -- would listen to the side of the people who  
37 actually pay the tax bill with so many discrepancies,  
38 and they would start all over again. I never thought  
39 that they would throw it back to county council because,  
40 you know, we were there for them.  
41 TOMMY DUNN: Let me clear up a few  
42 things that's been said here tonight. Some  
43 misunderstandings. That's what -- this whole thing is  
44 misunderstandings.  
45 Number one, the other night at the Planning  
46 Commission meeting, they did not turn this project down.  
47 They was asking for another variance on a sewer thing  
48 and they denied that. Not the whole project. They  
49 can't go back. They've already voted on it. This ain't  
50 the best two out of three. I'm sorry, but that's it.



1 They voted for it.

2 They have not sent nothing to county council. They  
3 can't even by law. I've looked at this because of this  
4 issue and because of some other issues the other night  
5 about the Planning Commission not having final say on  
6 some things. State law, it's a whole different thing  
7 how it's set up. We can't.

8 But on other issues, when it's a zoning issue, if  
9 it's a zone thing, an issue like Ms. Floyd was talking  
10 about a minute ago about the issue for unwed mothers in  
11 that community, they was asking for a zoning change.  
12 The Planning Commission can turn it down or approve it  
13 or what not. It's coming to county council. We've got  
14 the final say. I wish we had that on other things, but  
15 we don't.

16 I'm going to vote for Ms. Floyd's thing tonight.  
17 But it's got to pass three times. I don't want nobody  
18 to leave here with a misunderstanding because even if we  
19 do pass this, it's not going to hold up; it's not going  
20 to stop this thing. But now I will promise, we'll do  
21 everything we can. I don't know, you might not like  
22 that, but that's just the facts of life. I'll work with  
23 you any way I can about finding out -- I keep hearing  
24 been misrepresented, this, that and the other, y'all  
25 call me, give the questions y'all want and we'll sit  
26 down and have a meeting. I want y'all to have the  
27 answers.

28 And that's the whole thing in life is communication.  
29 Things get turned around. There's only so much we can  
30 do. If there's anything we can, we will. But I don't  
31 want nobody leaving here thinking we've got this. It's  
32 turn down, what you call it. Because we can do this, we  
33 can even say it's going to affect this thing. They're  
34 going to go right across the street, sue, and we ain't  
35 got a leg to stand on.

36 Y'all are the ones, as Mr. Harmon said, the next  
37 issue in this thing, how this whole thing is structured  
38 through state law, don't -- the Planning Commission and  
39 even county council, you've got to go to Appeals Court  
40 across the road. That's their thing.

41 I'm calling for the question. All in favor of Ms.  
42 Floyd's motion, show of hands. All opposed.  
43 Abstentions. Show the motion carries unanimously.

44 Moving on now to item number 11. Is that right?  
45 There is no first readings.

46 We'll go to 11(a) resolutions. Resolution 11(a),  
47 R2020-016, a resolution to approve acceptance by  
48 Anderson County, South Carolina of a portion of Big  
49 Water Road from the South Carolina Department of  
50 Transportation near the intersection with Ginn Road and

1 Highway 29. Mr. Burns.  
2 RUSTY BURNS: Mr. Hogan is here to  
3 answer any questions council may have.  
4 TOMMY DUNN: Anybody got any questions  
5 on this?  
6 JIMMY DAVIS: Mr. Hogan, you good?  
7 MR. HOGAN: Yes.  
8 TOMMY DUNN: Do we have a motion to  
9 put this in effect?  
10 JIMMY DAVIS: I make a motion we  
11 approve ---  
12 TOMMY DUNN: I think Mr. Graham has  
13 already got it. It's his district. And I think he made  
14 the motion to do it. And Mr. Davis, you second?  
15 JIMMY DAVIS: Second.  
16 TOMMY DUNN: Now, any discussion? All  
17 in favor of the motion show of hands. Show the motion  
18 carries unanimously.  
19 Mr. Hogan, thank you very much.  
20 We're going to move on to item number 12, road  
21 acceptance into county inventory. Rivermill  
22 Subdivision, Phase I and II. This is in District 6.  
23 We've got Rivermill Place Road, Waymeet Court, Woodhall  
24 Lane and Bradybuck Drive. Do we have a motion to put  
25 this into the system?  
26 JIMMY DAVIS: Sorry. I got ahead of  
27 myself a little while ago. I make the motion we approve  
28 the roads listed in the agenda in District 6 into the  
29 county inventory.  
30 TOMMY DUNN: Got a motion by Mr.  
31 Davis. Have a second?  
32 CINDY WILSON: Second.  
33 TOMMY DUNN: Second Mr. Sanders. Now  
34 discussion? I'm sure all this meets all the county's  
35 standard ---  
36 MR. HOGAN: Yes, sir.  
37 TOMMY DUNN: --- no problem? Anyone  
38 else have anything? All in favor of the motion show of  
39 hands. All opposed like sign.  
40 Show Ms. Floyd just left.  
41 Moving on now to item number 12(b), Caledonia  
42 Subdivision, Phase V and VI, District 6. This is Shale  
43 Drive, Caledonia Drive and Granite Drive. Do we have a  
44 motion to add this?  
45 JIMMY DAVIS: So moved.  
46 TOMMY DUNN: Motion by Mr. Davis.  
47 TOMMY DUNN: Do we have a second?  
48 BRETT SANDERS: Second.  
49 TOMMY DUNN: We have a second by Mr.  
50 Sanders. Again, Mr. Hogan, all this meets all y'all's

1 department standards?  
2 MR. HOGAN: Yes, sir.  
3 TOMMY DUNN: Any more discussion? Mr.  
4 Sanders, you good? All in favor of the motion show of  
5 hands. All opposed like sign. Show the motion carries  
6 unanimously.  
7 Thank you, Mr. Hogan. Appreciate your hard work.  
8 RAY GRAHAM: Mr. Chairman, you showing  
9 Ms. Floyd is gone?  
10 TOMMY DUNN: She's done left the  
11 building.  
12 RAY GRAHAM: She's not voting.  
13 TOMMY DUNN: She's not voting. It's  
14 unanimous by the members present.  
15 Moving on to item number 13, approval of the EDA  
16 grant submittal - Hurricane Creek Forcemain. Mr. Burns.  
17 RUSTY BURNS: Thank you, Mr. Chairman.  
18 This is part of an application for some of the stimulus  
19 money that's been approved by Congress and signed by the  
20 President. This is a project for us to have a chance to  
21 get over five million dollars, and we would match it  
22 with one million dollars from our sewer fund and from  
23 sewer bonds which you already have in place. And just  
24 request permission from council to apply for these  
25 monies. This is really a once-in-a-lifetime opportunity  
26 to get this much money from EDA. We put in the  
27 application. We meet all the qualifications. I think  
28 it has a very good chance. If you have any technical  
29 questions as to what this does, Mr. Derrick Singleton is  
30 here and can answer those for you.  
31 TOMMY DUNN: Do we have a motion to  
32 put this on the floor?  
33 BRETT SANDERS: So moved.  
34 CINDY WILSON: So moved.  
35 RAY GRAHAM: Second.  
36 TOMMY DUNN: Motion Mr. Sanders;  
37 second Mr. Graham. Now discussion. Mr. Singleton, do  
38 you have any comments or anything good?  
39 DERRICK SINGLETON: Just reiterate what Mr.  
40 Burns said. It's a great opportunity for Anderson  
41 County. It's a much needed improvement for one of our  
42 larger pump stations. So we are all in favor of it.  
43 TOMMY DUNN: Thank you. All in favor  
44 show of hands. I'm sorry. Somebody got a question?  
45 Mr. Sanders.  
46 BRETT SANDERS: I just wanted to ask Mr.  
47 Singleton, without that we were going to have to spend  
48 that five million anyway.  
49 DERRICK SINGLETON: Five plus million  
50 dollars; yes.

1           BRETT SANDERS:           So you got 6.277.  
2           DERRICK SINGLETON:       That's correct.  
3           BRETT SANDERS:           So that'll help go a long  
4 way. And I would like to make a note that there's a  
5 separate thing on here on reduction of retainage on  
6 Hurricane Creek Pump Station. Those are two separate  
7 things. (Inaudible)  
8           TOMMY DUNN:           Thank you, Mr. Sanders.  
9           RAY GRAHAM:           And did I understand that  
10 that was stimulus money approved from Congress and our  
11 Republican President?  
12           DERRICK SINGLETON:     Yes, sir.  
13           TOMMY DUNN:           Thank you. All in favor  
14 of the motion show of hands. All opposed like sign.  
15 Show the motion carries unanimously.  
16           Thank you, Mr. Singleton.  
17           Moving on now to item number 14(a), Bid approvals.  
18 This is bid number 20-047. It's bid number 20-047,  
19 Belton Kayak Launch project. Mr. Carroll.  
20           ROBERT CARROLL:       Thank you, Mr. Chairman.  
21 This is for the Belton kayak launch project. We  
22 received four responses to the bid. The low bidder, as  
23 you'll see on there, was at one sixty-three. They  
24 didn't have the correct licensing for this project. So  
25 we went to the next bidder who was the Belk Company of  
26 Anderson. We recommend award to Belk for a hundred and  
27 seventy-six thousand seven hundred dollars.  
28           TOMMY DUNN:           Do we have a motion to  
29 put this on the floor?  
30           CINDY WILSON:       So moved.  
31           TOMMY DUNN:           Motion Ms. Wilson. Do we  
32 have a second?  
33           RAY GRAHAM:           Second.  
34           TOMMY DUNN:           Second Mr. Graham. Now  
35 discussion. All in favor of the motion show of hands.  
36 All opposed like sign. Show the motion carries  
37 unanimously.  
38           Thank you, Mr. Carroll.  
39           We're going to move on now to item number 15(a),  
40 reduction in retainage for Hurricane Creek pump station  
41 rehab. Mr. Carroll.  
42           ROBERT CARROLL:       This is for a  
43 previous project which you've already approved. We're  
44 requesting that you reduce the retainage from ten  
45 percent to five percent. They're at approximately  
46 seventy-nine, eighty percent complete. There is a delay  
47 on some of the parts coming in from Sweden, held up in  
48 customs due to COVID. So they're asking and staff  
49 recommends going ahead and reducing that retainage to  
50 five percent.

1 TOMMY DUNN: Do we have a motion to  
2 put this on the floor?  
3 BRETT SANDERS: So moved.  
4 CINDY WILSON: So moved.  
5 TOMMY DUNN: Motion Mr. Sanders;  
6 second Ms. Wilson. Mr. Singleton, you good with this?  
7 DERRICK SINGLETON: Yes, sir.  
8 TOMMY DUNN: Anybody got anything  
9 else, more discussion? Mr. Graham.  
10 RAY GRAHAM: I assume that they went  
11 through everything else, meeting the guidelines that  
12 they needed to? Because we understand that there's a  
13 lot going on with our nation right now with COVID, so I  
14 mean it's probably something out of their control  
15 completely.  
16 ROBERT CARROLL: Yes, sir, Mr.  
17 Graham. They're well pleased with their work and  
18 hopefully they'll come back and do some more.  
19 RAY GRAHAM: Definitely trust y'all's  
20 judgment. Thank you so much.  
21 TOMMY DUNN: Thank you, Mr. Carroll.  
22 Thank you, Mr. Singleton.  
23 Moving on to item number 16. Where's she at?  
24 LEON HARMON: Mr. Chairman, ---  
25 TOMMY DUNN: I'm sorry, got to vote.  
26 LEON HARMON: --- got to vote.  
27 TOMMY DUNN: Ray's got me. Okay. All  
28 in favor of the motion show of hands. All opposed like  
29 sign. Show the motion carries unanimously.  
30 At this time I don't think -- we ain't had a finance  
31 meeting to approve none of these. That is correct;  
32 right, these transfers? We haven't had a finance  
33 meeting approving these transfers, so we're just going  
34 -- first of all I'm going to ask for a motion to put  
35 this on the floor.  
36 BRETT SANDERS: So moved.  
37 TOMMY DUNN: Motion by Mr. Sanders;  
38 second by Mr. Graham. Now do we have any questions for  
39 Ms. Rita? Ms. Rita, have you got anything you'd like to  
40 say?  
41 RITA DAVIS: The only thing I'd like  
42 to bring out, the last four, that's a result of the new  
43 contract at the jail. And they -- Major Vaughan  
44 actually committed a hundred thousand out of his  
45 commissary account.  
46 TOMMY DUNN: This contract we're  
47 talking about is?  
48 RITA DAVIS: And that's what this is  
49 doing and they're loving ---  
50 TOMMY DUNN: What contract are we

1 talking about?  
2 RITA DAVIS: With the new company  
3 Medico, yes, sir.  
4 TOMMY DUNN: For the medical treatment  
5 is what we're talking about?  
6 RITA DAVIS: Uh-huh (affirmative).  
7 That's what we're talking about, at the Detention  
8 Center.  
9 TOMMY DUNN: Detention Center?  
10 RITA DAVIS: Yes. And this is just  
11 giving a hundred thousand to the general fund to help  
12 out for that contract.  
13 RAY GRAHAM: That was actually agreed  
14 on when we had discussed that ---  
15 RITA DAVIS: That's correct. He  
16 promised that and he's a man of his word. He's coming  
17 through with a hundred thousand.  
18 TOMMY DUNN: Good point. Any more  
19 discussion?  
20 RAY GRAHAM: I just want -- that was  
21 actually suggested, just to show the leadership we have  
22 in our county, that was actually brought forth with the  
23 original plan on doing this by the sheriff and also by  
24 Major Vaughan who is actually over detention. So they  
25 actually recommended and brought forth that money out of  
26 their own budget to help kind of offset this cost. So  
27 that was something they done on their part. I just  
28 wanted to make sure the citizens is aware of that.  
29 RITA DAVIS: They offered that up.  
30 RAY GRAHAM: Thank you so much.  
31 TOMMY DUNN: Thank you, Mr. Graham.  
32 All in favor of the motion show of hands. Opposed like  
33 sign. Show the motion carries unanimously.  
34 We're going to move on, a report from Chairman Davis  
35 from the Shop Committee held on June the 5th. Chairman  
36 Davis.  
37 JIMMY DAVIS: Thank you, Mr. Chair. We  
38 had a pretty short and brief Shop Committee meeting.  
39 This meeting is to oversee the building of the new fleet  
40 services building. And we met and went over the budget  
41 and every -- and met with Ms. Davis, and we squeezed  
42 pennies out and I just want to applaud Mr. Joseph Stone  
43 for the fine job he's done in planning for this building  
44 project to start.  
45 With that being said, Mr. Chair, I make the motion  
46 to approve the shop building construction project at the  
47 former TTI site located at 1428 Pearman Dairy Road as  
48 reviewed and approved by the Shop Committee, on June 5,  
49 2020.  
50 TOMMY DUNN: Put that in the form of a

1 motion, Mr. Davis?  
2 JIMMY DAVIS: Yes, sir.  
3 TOMMY DUNN: Coming from Committee it  
4 doesn't need a second. Are there any discussion?  
5 RAY GRAHAM: I just want to kind of  
6 reiterate what was stated. I know this is a lot of  
7 money to the citizens of Anderson as far as what we're  
8 doing here. But this is something that has been needing  
9 to be done for quite some time. And the cost savings  
10 and the commitment from Mr. Joe Stone and his staff has  
11 just been astronomical. It's unreal the savings that he  
12 has brought forth to the table in basically redesigning  
13 on how they even operate as a fleet service shop. So  
14 they've done a great job. This is just some savings  
15 that they have basically put back into the county and  
16 it's our turn to basically step up and hopefully get  
17 them in the facility they need to maintain our fleet  
18 that we have. Thank you for your services.  
19 TOMMY DUNN: Mr. Stone, you got  
20 anything you want to say? I'm going to put you on the  
21 spot if you've got anything you want to add. You good?  
22 Okay.  
23 I want to thank the Shop Committee for all the hard  
24 work and Mr. Stone and his staff, what all they've done  
25 for this. And reiterate what Mr. Graham said, we very  
26 much need this. We've got certain equipment that we  
27 have to work on outside. Very difficult. I know it's a  
28 long time coming and appreciate the patience for waiting  
29 to get this done.  
30 All in favor of the motion show of hands. All  
31 opposed like sign. Show the motion carries unanimously.  
32 I'm not aware of any appointments. Do we have any,  
33 number 18?  
34 Moving on to item number 19, requests by council  
35 members. Mr. Davis?  
36 JIMMY DAVIS: None at this time, sir.  
37 TOMMY DUNN: Mr. Sanders?  
38 BRETT SANDERS: Yes, sir, Mr. Chairman.  
39 I would like to take five thousand dollars and send it  
40 to the Pendleton Recreation Association out of my  
41 recreation fund. I'd like to put that in the form of a  
42 motion.  
43 TOMMY DUNN: Have a motion by Mr.  
44 Sanders. Have a second?  
45 CINDY WILSON: Second.  
46 TOMMY DUNN: Second Ms. Wilson. Any  
47 discussion? All in favor of the motion show of hands.  
48 Opposed like sign. Show the motion carries unanimously.  
49 Anything else, Mr. Sanders?  
50 BRETT SANDERS: Not at this time.

1 TOMMY DUNN: Mr. Graham.  
2 RAY GRAHAM: Nothing at this time.  
3 TOMMY DUNN: Mr. Wooten.  
4 RAY GRAHAM: I'm sorry. I was called  
5 and contacted about that and honestly I forgot. There's  
6 not a number on here. Is Ms. Rita still here?  
7 TOMMY DUNN: Ms. Davis, help Mr.  
8 Graham out about the ---  
9 RAY GRAHAM: I think it was seventy-  
10 six dollars.  
11 TOMMY DUNN: The number down here for  
12 the wireless ...  
13 RITA DAVIS: (Inaudible)  
14 TOMMY DUNN: Lacey, do you have that?  
15 RAY GRAHAM: And I'm sure it's in my  
16 paperwork here, so I apologize. Seventy-two. I knew it  
17 was seventy something.  
18 TOMMY DUNN: Seventy-two sixty-nine,  
19 let's get it right.  
20 RAY GRAHAM: I'd like to basically  
21 reappropriate seventy-two sixty-nine back into my rec  
22 fund. This is some money that was left over from some  
23 lanyards we had purchased for the Sheriff Department's  
24 boats. I bring this in the form of a motion.  
25 TOMMY DUNN: We have a motion ---  
26 CINDY WILSON: Second.  
27 TOMMY DUNN: --- by Mr. Graham.  
28 Second by Ms. Wilson. Any discussion? All in favor of  
29 the motion show of hands. Mr. Sanders, you vote for it?  
30 BRETT SANDERS: Yes, sir. I'm sorry.  
31 TOMMY DUNN: We're going to move on  
32 now. Anybody -- Mr. Wooten.  
33 CRAIG WOOTEN: Thank you, Mr. Chairman.  
34 I do not have any at this time for District 1, but  
35 Councilwoman Floyd asked me to allocate funds on her  
36 behalf due to having to leave early. With your  
37 permission I'll put them all together.  
38 There's three hundred and fifty dollars to the City  
39 of Anderson. She wanted to allocate fifteen hundred  
40 dollars to the Greek Festival. Three hundred and fifty  
41 dollars to Zone Services Camp for Children. And it  
42 looks like fifteen hundred dollars for Valentines Day  
43 expense for the event that she holds every year. And  
44 then lastly, she made a note that -- and left a personal  
45 check for a hundred and fifty dollars it looks like to  
46 the City of Anderson for the mayor's breakfast for  
47 Martin Luther King Day. So I put all of those in the  
48 form of a motion. I don't know if the personal check at  
49 the end has to be, but I put them all in the form of a  
50 motion.



1 TOMMY DUNN: We have a motion coming  
2 from Mr. Wooten for Ms. Floyd. Do we have a second?  
3 CINDY WILSON: Second.  
4 TOMMY DUNN: Second Ms. Wilson. Any  
5 discussion? All in favor of the motion show of hands.  
6 Opposed like sign. Show the motion carries unanimously.  
7 Anything else, Mr. Wooten?  
8 CRAIG WOOTEN: No, sir.  
9 TOMMY DUNN: Ms. Wilson?  
10 CINDY WILSON: None. Thank you.  
11 TOMMY DUNN: Thank y'all. District 5  
12 has none.  
13 Moving on at this time, Administrator's report. Mr.  
14 Burns.  
15 RUSTY BURNS: Nothing at this time, Mr.  
16 Chairman.  
17 TOMMY DUNN: Thank you.  
18 At this time we'll have citizens comments on items  
19 not related to the agenda. When Mr. Harmon calls your  
20 name, please state your name and district for the record  
21 and address the chair, please. You've got three  
22 minutes.  
23 LEON HARMON: Mr. Chairman, first  
24 speaker is Charlene Spelts.  
25 CHARLENE SPELTS: Honorable councilmen,  
26 councilwomen, we appreciate the opportunity to come  
27 before you today.  
28 Many of us in County Council District 6 attended  
29 last summer Envision 6 meetings. We were told that our  
30 community vision was an important part of the future of  
31 Anderson County and Anderson County Council District 6.  
32 The meetings and the formulation of plans all summer  
33 have proven to be a waste of time and a waste of  
34 taxpayer money as exhibited by the approval of Woodland  
35 One, Phase I and Phase II. This project recommended by  
36 the office of the Planning and the Development  
37 Commission showed that our vision would be totally  
38 ignored.  
39 On July 9th of last year, the project of a hundred  
40 and eighty-six homes was proposed and approved by the  
41 Planning Commission. It's at the corner of Highway 86  
42 and Blossom Branch Road in the Wren Volunteer Fire  
43 District. There were no objections.  
44 However, on February, February 11th of this year, a  
45 new proposal came before the commission that had been  
46 approved by the Development and Planning Commission for  
47 a total of five hundred and sixty-three homes, and they  
48 were also applying for a variance on the number of  
49 entrances that were required by the South Carolina DOT.  
50 We understood from the vote of denial at this time that

1 it was being denied on the basis of the variance applied  
2 for and the number of houses that had a huge impact on  
3 the infrastructure of their area.

4 On June the 9th, last week, the one that y'all have  
5 heard so much about, a new proposal of five hundred and  
6 ninety-two houses was approved. We want to know why.  
7 Can you tell us what has changed in the last four months  
8 that the issue of overloading our infrastructure now has  
9 been satisfied?

10 The meeting last week, ladies and gentlemen, was in  
11 shambles. There were eleven items on that commission.  
12 It was noted that some of these items were there because  
13 they had to be brought forth immediately or they would  
14 be automatically approved. But why were so many other  
15 items thrown into the mixture to provide such a huge  
16 agenda?

17 Additionally, approximately one-third of this Civic  
18 Center was available for the space for our utilization.  
19 Our representative to the commission had advised that  
20 there would be a huge group coming from our area.

21 At first, by six fifteen, people were being denied  
22 entrance to the building. That was rectified. When we  
23 got there, there were no microphones, so I suspect the  
24 members of the commission were unable to hear most of  
25 what was being said from either side of the group. And  
26 only five of the seven members were in attendance at  
27 this huge important meeting.

28 LEON HARMON: Time, Mr. Chairman.  
29 CHARLENE SPELTS: All night ---  
30 TOMMY DUNN: I'm sorry, ma'am, that's  
31 time.

32 CHARLENE SPELTS: Okay.  
33 TOMMY DUNN: Thank you.  
34 CHARLENE SPELTS: Thank you.  
35 TOMMY DUNN: Yes, ma'am. Next, Mr.  
36 Harmon.

37 LEON HARMON: Next speaker is Beverly  
38 Moody.

39 BEVERLY MOODY: I am also from District  
40 6. And I just want to reiterate what Charlene has said.  
41 That complete meeting was horrible. I did ask some  
42 questions to some of the builders and so forth and so  
43 on. And the answer to the question of why to increase  
44 the thirty-something houses was because the access was  
45 there, so therefore they could put the thirty extra  
46 houses because it would take care of the accesses, which  
47 I think is totally crazy.

48 My question to you is, okay, there is no sewer on  
49 that property as of yet. Does that not have to be  
50 approved before they can go forth with their building?

1 Another problem I have is with the water runoff. Where  
2 is that water runoff going to go to? I'm having that  
3 problem now with another place that's already under  
4 construction that I'm getting the brunt of that I'm  
5 afraid this property is going to dump water on me, also.

6 We need more planning, more understanding, before we  
7 just go forth with this. Our schools in Wren District  
8 will not handle the influx of that many children. So I  
9 think you need to readdress to see what can be done, how  
10 we can work together. When it was brought forth before,  
11 we're not against everything -- we're not against  
12 development, but we need half the amount of houses on  
13 that property. We don't need six hundred houses.

14 TOMMY DUNN: Mr. Harmon.

15 LEON HARMON: Next speaker is Josh  
16 Smith.

17 JOSH SMITH: My name is Josh Smith.  
18 I'm from District 2. With all these crazy and tense  
19 times, I'd like to bring a motion to sing happy birthday  
20 to Mr. Brett Sanders. He thought he was going to get  
21 away with it, but he's not because I hold him  
22 accountable. So I bring a motion that if anybody would  
23 like to do that, I'm down. Thank you.

24 TOMMY DUNN: Thank y'all. Anyone  
25 else?

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

28 TOMMY DUNN: Thank you.

29 Moving on now, remarks from council members. Mr.  
30 Davis.

31 JIMMY DAVIS: Thank you, Mr. Chair.  
32 And I wish there would have been so many constituents  
33 that came out and spoke tonight that would have stayed  
34 and maybe they could learn a little bit about the  
35 Planning Commission and what it does and what it can't  
36 do.

37 You know, and I wish Ms. Floyd would have stayed,  
38 because her commissioner was not even in attendance the  
39 other night when all this went down.

40 What we had was a Planning Commission that was an  
41 outright joke. And I've had constituents call me -- one  
42 of them even -- one of them said, it was like a reality  
43 show. The other person who serves in the community  
44 called me and said, this was like an episode of Tiger  
45 King. I've never watched Tiger King, but hear it's  
46 pretty crazy.

47 But we had a mess and we had too much on an agenda.  
48 It's already been addressed and that's not going to  
49 happen again. We're going to stay on top of that.  
50 We'll never have that much on one agenda again. We've

1 broken in the couple of meetings that we had to, two or  
2 three. Really two. But I, as the council  
3 representative for District 6, and I'm very, very  
4 frustrated.

5 And I have, for a long time, fellow councilmen, I  
6 have for a long time begged and begged for the school  
7 district to take more of a part in the Planning  
8 Commission meetings. I've asked the fire departments to  
9 show up. And they've started showing up. And for one  
10 time I had a great number of constituents in the room.  
11 The fire department stood up and said, we can't handle  
12 this many houses. We're volunteers. The school  
13 district showed up. Even a school board trustee was  
14 there and spoke out against it. We had several citizens  
15 there, but not all were allowed to speak.

16 At the end of the night there were seven people in  
17 the room that were for development and a whole lot of  
18 people, when you think about the people that the fire  
19 chief represents and the school board represents, there  
20 were a whole lot of people that were speaking out  
21 against almost six hundred houses in Piedmont, and the  
22 Planning Commission was at a tie. And so the tie got  
23 broke and District 6 basically got kicked in the gut.  
24 And I'm upset about it.

25 Since I've been on council I've heard Ms. Floyd talk  
26 about how she's upset about this and she doesn't know.  
27 Well, by golly, she should know because she gets the  
28 same information I do. And our Planning Commissioners  
29 get it.

30 Now, we have a Planning Commissioner in District 6  
31 who goes out into the community. She prints things off  
32 on her own dime. She goes out and spends her own gas  
33 money and she made sure that everybody in the community  
34 knew what was going on. But at the end of the night  
35 District 6 lost. And I'm sorry to those of you that are  
36 here. I'm sorry.

37 To my fellow council folks here, I implore to you to  
38 talk to your commissioners and make sure they know how  
39 important the duties that they've agreed to take on is.  
40 If they're scared of getting sued, they don't need to be  
41 on the Planning Commission. If you hear that excuse,  
42 they need to go. If they don't have good attendance to  
43 the Planning Commission meetings, they need to go.  
44 These are my opinions. If they can't comprehend what's  
45 going on or understand what's in the packet, then they  
46 should have never taken the job. It is a great and  
47 awesome duty to be a Planning Commissioner, and I know  
48 it doesn't pay very much, and I know they get to hear a  
49 lot of grief, but it is one of the most important  
50 appointments that we as council people have.

1           There also seems to be some type of problem with  
2 understand the who's voting for what because evidently  
3 there's a lot of people that don't like to raise their  
4 hand very high.

5           So Mr. Chair, I would like if we can, and I know  
6 you've got some great ideas we've talked about, but I  
7 would like to get some type of roll call yay or no vote,  
8 yes or no vote, on the Planning Commission to make  
9 people vote yes or no and not just halfheartedly raise a  
10 hand.

11           I would like to, finally, thank the staff and Mr.  
12 Burns and all the staff for all the awesome work you've  
13 done through the pandemic and other things that have  
14 been going on and setting up this meeting. I know it's  
15 a lot of work and I appreciate it. I appreciate every  
16 department in this county.

17           That's all I have. Thank you, Mr. Chair.

18           TOMMY DUNN:                   Thank you, Mr. Davis.

19           Mr. Sanders.

20           BRETT SANDERS:                Yes, sir. Real quick, I  
21 think we've all forgotten all the heavy rain and all we  
22 had a couple of weeks back, but I just wanted to thank  
23 Matt Hogan and his department; Greg Smith with Solid  
24 Waste and Derrick Singleton in the Sewer Department for  
25 all of the overtime and extra things that they've done  
26 and for the help that they provided me and my district.  
27 It was not unnoticed, and I appreciate you. Thank you,  
28 Mr. Chair.

29           TOMMY DUNN:                   Thank you, Mr. Sanders.

30           Mr. Graham.

31           RAY GRAHAM:                    Thank you, Mr. Chairman.

32           I also want to thank all of our county employees for  
33 everything they do on a daily basis. It seems to be so  
34 easy to criticize the jobs that's being done. And like  
35 I said earlier, in all actuality, what they're doing is  
36 basically carrying through policy that we've set.  
37 Again, whether it's us or previous council members.

38           Our nation is in so much turmoil right now through  
39 different events that's taking place, through the  
40 pandemic and also through other events. I look over  
41 here at the two law enforcement officers that's with us  
42 here tonight. You know, just knowing the thoughts  
43 that's going through their minds as they come in on a  
44 daily basis to do their jobs, you know, but yet you look  
45 across our nation and you see police departments in  
46 Atlanta that literally the officers are not even showing  
47 up to continue to serve their communities because of the  
48 turmoil that they have been put through.

49           I'm not going to say what's right or what's wrong.

50           I'm not going to sit back and try to armchair

1 quarterback, but I am saying we should we shamed as a  
2 nation that we criticize each and every individual law  
3 enforcement over one individual's actions. We need to  
4 start addressing the issues in America. We need to  
5 stand up and truly address issues instead of condemning  
6 each and every one that has given so much to their  
7 community.

8 I personally want to thank each one of you guys. I  
9 know both -- honestly I can't see real good this far,  
10 but I'm sure I know both of them, and along with the  
11 rest of the officers here in the county, we've got a  
12 great group of officers. Guys that's just like every  
13 other organization. There might be a bad apple  
14 somewhere. Don't condemn every one of them. Address  
15 the bad apple. Lift your officers up that serves your  
16 community. They're there to protect and serve you.  
17 I've made this statement back when I was serving in law  
18 enforcement, you know, the day that you decide that you  
19 are not a servant is the day you need to take that badge  
20 off because that's what you choose to be when you choose  
21 to put on that uniform, when you choose to put on that  
22 badge, you choose to be a servant to the community. And  
23 I personally thank you for serving our community and  
24 serving my family.

25 Thank you, guys. I appreciate what y'all do. Thank  
26 you, Mr. Chairman.

27 TOMMY DUNN: Thank you, Mr. Graham.  
28 Mr. Wooten.

29 CRAIG WOOTEN: Nothing at this time,  
30 sir.

31 TOMMY DUNN: Thank you, Mr. Wooten.  
32 Ms. Wilson.

33 CINDY WILSON: Thank you, Mr. Chairman.  
34 I was running late tonight. We're having growing pains  
35 in our community and it's creating some serious issues.  
36 I was on the phone over the weekend with Mr. Hogan and  
37 many law enforcement officers and we're very blessed to  
38 have all of you.

39 I don't know if you got the word yet, Mr. Hogan,  
40 however, neighbors have witnessed someone pulling the  
41 barriers away on Holland Road that caused the wrecks.  
42 So we've called law enforcement on that.

43 We've got an issue up at Exit 27 where the Greyhound  
44 bus is. I had a call from a very good constituent of  
45 ours. He has a small business up there. There's a  
46 vagrant in the woods and he had a mulcher going in to  
47 clear up and they came across the vagrant and the  
48 vagrant wouldn't leave. And it's right near the bus  
49 stop. So I've been talking with Mr. Burns, and we'll be  
50 talking further about dealing with that.

1 As far as the Planning Commission, that was the most  
2 horrible agenda to cram all that stuff into one night.  
3 I had to leave around eight thirty or nine. They didn't  
4 get out of there until after one o'clock. I didn't  
5 think a lot of them had had supper. They were not being  
6 able to think very clearly. I talk with my Planning  
7 Commissioner frequently and talk with some of the  
8 others, and it's a serious issue what we came across  
9 last week. And I'm hoping and praying that we can avoid  
10 that. Five hundred and ninety-six houses in a small  
11 area is overwhelming. And I totally agree with you  
12 folks.

13 And we've had another item in my district where  
14 they're wanting to put about three hundred and twenty  
15 apartments on a small amount of acreage where the storm  
16 water runoff is already horrific. And it's in the  
17 middle of nice homes.

18 I'm hoping that with Mr. Dunn's wise guidance on  
19 this and our attorneys and our communities that we can  
20 come up with more appropriate measures. It seems that  
21 when we have appointed officials on the seat having to  
22 approve or disapprove of millions of dollars worth of  
23 projects, that is a lot of responsibility. And if it  
24 causes an issue and they're not elected, it hits us.  
25 Doesn't it, Mr. Davis?

26 Anyway, we've got to come together as a community  
27 and come up with some better methods. We will be taking  
28 up in our Planning and Public Works Commission meeting  
29 next week storm water runoff regulations. For example  
30 our development standards are based on two and ten-year  
31 rain episodes. The roads are based on twenty-five  
32 years. We've had back to back five hundred year floods  
33 in our county not that the drought cycle of thirty years  
34 is broken. We have the issues of trying to define  
35 what's an RV, what's a tiny home, what's a mobile home,  
36 what's a single-family dwelling. All of that. Modular.  
37 And we've got to define it fast because we're being  
38 inundated with all these developers coming in.

39 That's the bad news. The good news is obviously  
40 we've done something right in our county with all of our  
41 good people to make people want to come here. So  
42 anyway, we'll be working really hard with our citizens  
43 and our county folks and everybody trying to come up  
44 with better measures. Thank you.

45 TOMMY DUNN: Thank you, Ms. Wilson.

46 I'd like to start off with a few quick things right  
47 quick. Start off wishing Mr. Sanders a happy birthday.  
48 Most definitely. I also want to thank Ms. Hanks for  
49 being here tonight. She didn't have to come here to  
50 help us out to get our minutes, and we appreciate that.

1 I also want to echo Mr. Graham's sentiments about  
2 our law enforcement. We've got an outstanding group  
3 here in Anderson County and really appreciate the job  
4 they do, and shutter to think where we would be without  
5 them. I want to thank our staff in Anderson County for  
6 the job they do, and Mr. Burns. And a lot of stuff they  
7 do that's never seen behind the scene, especially Mr.  
8 Burns and all this, late hours working keeping us from  
9 having a problem. I really do appreciate it.  
10 Appreciate Mr. Hogan. I know him and some other people  
11 this year, storm water and all has had a heck of a year  
12 with the water we've had. Appreciate the job y'all are  
13 doing and our resources are strained.

14 I want to echo Mr. Davis's sentiments about the  
15 meeting the other and about -- it just wasn't the other  
16 night. This has been going on for some time in my mind,  
17 keeping up with this thing about some things with the  
18 Planning Commission.

19 I would like to say, Mr. Davis, it just ain't a --  
20 personally in my opinion it wasn't a loss for y'all's  
21 district, it was a loss for Anderson County what  
22 happened the other night. I want to say that we've got  
23 to -- it's only going to get worser as developments come  
24 up and as they go. But the Planning Commission, by  
25 state law, has got more power than county council does  
26 on some things. They can approve something or  
27 disapprove it and it never gets to county council.  
28 That's the way state law is set up. So it's very  
29 important.

30 But what I would like to do -- and on the -- I'll  
31 address in just a second. On the other issues tonight  
32 about the RV park, the tiny homes, I think there's some  
33 miscommunications out in the public. I don't think it  
34 was necessarily the people said this. The application  
35 planning is RV. And there's definitions what a RV is  
36 and what tiny home is. And I hope Ms. Wilson's  
37 committee is going to redefine that and make sure we put  
38 it down what it is in the county. But it's -- already  
39 the definition is there.

40 What I would like -- I'm going to throw out tonight,  
41 our next council meeting is Tuesday night, same place,  
42 same time, I'm going to appoint an ad hoc committee and  
43 it's going to be for experimenting and if it works out  
44 and we tweak it, I'm going to ask for it -- put in for  
45 it to be an ordinance.

46 What this purpose is, it's a significant number of  
47 residential housing projects being proposed in the  
48 county. And as I said earlier, it's only going to get  
49 more and more. It's important to provide input to  
50 developers early in the planning process. Time and time



1 again I hear, well, staff approved this. Staff didn't  
2 approve it. All staff ever says is you meet these  
3 qualifications and this and they can recommend this or  
4 that. But they don't have the approval thing. But you  
5 hear this, well, we spent thousands and thousands of  
6 dollars and we wouldn't have done this if we had known  
7 this. That's just kind of opposition. Many issues can  
8 be addressed early on and the developer can make a  
9 decision as to whether he proceeds further or not. The  
10 developer can present a better project to the Planning  
11 Commission with a more thorough analysis of issues, I  
12 feel like.

13 So what I would like to do is put a committee  
14 together with a member of the county staff, and I'm  
15 going to define that, with two or three people with the  
16 county staff, county council member whose district this  
17 development or this project is going to affect and let  
18 that council person pick another council person to have  
19 two council members on there. I think a representative  
20 of the fire department needs to be on there of the  
21 district that's going to be serving that district. I  
22 think we need to have a representative from the school  
23 district who's going to be representing the school in  
24 that district and get input.

25 And they'll meet before the Planning Commissioner or  
26 developer ever gets that far to write up their  
27 application. That way they'll know first hand there's  
28 going to be some opposition or going to get a thumb up  
29 how it's looking and can vet things out. I'm sorry we  
30 haven't done this earlier. But like I said, I wish we  
31 could go back and correct some of these things. Even if  
32 we wanted to, state law won't let us, unfortunately.  
33 And we can't do it. The citizens can do, as it was  
34 brought up tonight about the people down in Homeland  
35 Park, the same way as any district, District 6, 5, any  
36 of them comes up, you've got a right to go across the  
37 road for appeals. And if you think you had a horrible  
38 situation the other night, I talked to somebody, you  
39 might have a good ground to stand on to get an appeal,  
40 to get it turned down or sent back.

41 I appreciate the people coming here tonight and look  
42 forward to seeing you Tuesday night. Thank to my fellow  
43 council members. Meeting will be adjourned.

44  
45

**(MEETING ADJOURNED AT 8:34 P.M.)**

State of South Carolina )  
County of Anderson )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
JUNE 23, 2020

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
LACEY CROEGAERT

1 TOMMY DUNN: I'd like to call the -- it  
2 says special, but it's really our regular county council  
3 meeting of June 23, 2020 here at the Civic Center, I'd like to  
4 call it to order. I'd like to welcome each and every one of  
5 you here tonight. Thank you for coming. At this time  
6 Councilman Ray Graham is unable to be here tonight. He's had  
7 a death in the family. And keep him and his family in our  
8 thoughts and prayers. Councilman Wooten is out of town and  
9 also will be unable to attend. I've asked Councilman Davis if  
10 he'd lead us in prayer. All rise, please.

11 **INVOCATION AND PLEDGE OF ALLEGIANCE BY JIMMY DAVIS**

12 TOMMY DUNN: Thank you, Councilman  
13 Davis.

14 Before we get started I'd like to make an announcement.  
15 9(b) on the agenda tonight, that's 9(b), 2020-014, an  
16 ordinance to amend the zoning map to rezone plus or minus a  
17 141.83 acres from R-20 single family residential to planned  
18 development located at Highway 187 Fants Grove Road and Burns  
19 Bridge Road has been pulled. There was some confusion about  
20 when it was supposed to appear, tonight or on the July 7th  
21 council meeting. The councilman from this district,  
22 Representative Sanders, got in touch with the developer and  
23 they agreed to pull it off. Want to make sure everything is  
24 on the up and up. Trying to give everybody a chance to talk  
25 about it. Appreciate them doing that. And that will be on  
26 the agenda for July the 7th, our next council meeting, at 6:30  
27 here at the Civic Center.

28 Councilman Sanders, do you have any comments or anything?  
29 BRETT SANDERS: No, sir. I appreciate  
30 your courtesy. Thank you.

31 TOMMY DUNN: Okay. Moving on, approval  
32 of the March 26, 2020 meeting. Are there any changes,  
33 corrections, to be made to those?

34 GRACIE FLOYD: Yes. Mr. Chairman, when I  
35 left at the last meeting, I didn't ---

36 TOMMY DUNN: This ain't -- this is the  
37 March 26th meeting.

38 GRACIE FLOYD: What was the last meeting?  
39 TOMMY DUNN: It would have been June

40 ---

41 GRACIE FLOYD: The 19th?

42 BRETT SANDERS: It's the 18th.

43 GRACIE FLOYD: Okay. Good. I'll hold.

44 Thank you.

45 TOMMY DUNN: Anybody? Do we have a  
46 motion to move this forward then?

47 BRETT SANDERS: So moved.

48 CINDY WILSON: So moved.

49 TOMMY DUNN: Motion Mr. Sanders; Second  
50 Ms. Wilson. All in favor of the motion show of hands. Show

1 the motion carries unanimously.  
 2 Moving on now, are there any changes or corrections to the  
 3 May 13th, 2020 meeting? Seeing and hearing none, do we have a  
 4 motion to move this forward?  
 5 CINDY WILSON: So moved.  
 6 TOMMY DUNN: Motion Ms. Wilson. Do we  
 7 have a second.  
 8 JIMMY DAVIS: Second.  
 9 TOMMY DUNN: Second Mr. Davis. All in  
 10 favor of the motion show of hands. Opposed like sign. Show  
 11 the motion carries unanimously.  
 12 Moving on now to item number 4, citizens comments. This  
 13 will be on agenda items only. As the attorney, Mr. Harmon,  
 14 calls your name, please step forward, state your name and  
 15 district for the record. You have three minutes. And please  
 16 address the chair.  
 17 Mr. Harmon.  
 18 LEON HARMON: Mr. Chairman, first  
 19 speaker is Donna Mathews.  
 20 DONNA MATHEWS: Hi. My name is Donna  
 21 Mathews. I'm in District 2. And I come before you tonight to  
 22 see if we can amend an ordinance or how we would go about  
 23 doing that for the tiny house subdivision. In our area, as  
 24 you all know, we were unzoned properties. So we did not get  
 25 the mailers that people in zoned properties receive.  
 26 I would like to change that ordinance and see that it is  
 27 equally fair to zoned and unzoned residences so we would not  
 28 be in the situation we are now had we received those mailers.  
 29 Because we would have fought this in the appropriate time and  
 30 we would have stopped it before it got to this point.  
 31 So if you would change that ordinance, it would be fair to  
 32 all communities for new development of any kind to be brought  
 33 before the people so their voices are heard and not silenced,  
 34 as ours were.  
 35 TOMMY DUNN: Thank you.  
 36 DONNA MATHEWS: That's all I've got.  
 37 TOMMY DUNN: Yes, ma'am. Next, Mr.  
 38 Harmon.  
 39 LEON HARMON: Next speaker is Chandler  
 40 Reed.  
 41 CHANDLER REED: Good evening. My name is  
 42 Chandler Reed. I live in District 5. Thank you, Mr.  
 43 Chairman, board members.  
 44 I'm here just like Mrs. Mathews asking to have that  
 45 ordinance fixed. No one was notified of the tiny homes. And  
 46 basically here's where I stand on the board. You guys do a  
 47 great job. You follow policy, as Mr. Graham pointed out. No  
 48 one here faults -- no citizen can fault you for following  
 49 policy at all. Period.  
 50 Now, we want policy change. Speaking of change, when I

1 left here in '99 to go serve in the Navy, you were  
2 revitalizing downtown, county council, the folks before you.  
3 Beautiful job. Twenty years later I come back, and downtown,  
4 fantastic. What happened in Homeland Park in twenty years?  
5 Not a whole lot. Matter of fact, show of hands, who has  
6 really been to Homeland Park and drove through in the last  
7 three years? Anybody here? If you're here from Homeland  
8 Park, please stand up. Shame for not seeing what's going on  
9 over there. Burned down houses, the trap houses, the  
10 prostitution, the drugs. You might see all that driving  
11 through, but you can see the burned-down houses. Two pages of  
12 properties. We need something done about this. We need it  
13 done. We need to know where is the plan -- I believe it's the  
14 Appalachian County Council has given us a grant for five  
15 hundred thousand dollars, if I'm not mistaken. What is the  
16 plan for that money? Where is it going to be spent? What's  
17 the priority list? We want results. We were part of the  
18 problem for not speaking up in the last twenty years that I've  
19 been gone. We were part of the problem.

20 Today we're part of the solution. We want change in  
21 Homeland Park. Just like the Second Amendment -- what's the  
22 word I'm looking for? Sanctuary, yes. You had a special  
23 committee for some folks in the community. We want that for  
24 Homeland Park. Because I was told there's a plan for Homeland  
25 Park, but I don't know what that plan is. No one would tell  
26 me that plan. I was just told that my help and my support was  
27 not needed. Plain and simple. All right. So we want some  
28 change.

29 We need better from our elected officials. We need  
30 community meetings that are open to the public, not closed  
31 door meetings. We need public meetings. If you don't have  
32 the time or you're not physically able to do it, maybe it's  
33 time to step down. But we want change.

34 Homeland Park will not be quiet any more. You met me last  
35 week. This is not going to be my last visit. I'm here to  
36 work with you and I'll do anything -- we're not asking for  
37 money. We just want your support on changing some policies.

38 Thank you for your time.

39 TOMMY DUNN:

Thank you. Mr. Harmon.

40 LEON HARMON:

Mr. Chairman, next speaker

41 is David Standard.

42 DAVID STANDARD:

Good evening. My name is

43 David Standard. I also live off of Abbeville Highway on Acker  
44 Road. I'm a part of District 2.

45 In thirty years I've actually see the changes come and go  
46 in Homeland Park, and I do think we need to amend a lot of  
47 things down there. I think as far as when it comes to these  
48 Planning Commissions, when it reaches a certain level to what  
49 projects are going on, they need to go through the county  
50 council to be voted on before they get the authority just to

1 sign the dotted line. And that's one of the reasons we're in  
2 this situation that we are in today.

3 The representation, I believe in our area, as others, is  
4 not represented right. We was told, Ms. Floyd, that you  
5 didn't know about the issue. So be it. May the 12th, 10:30  
6 here, you stated that someone approached you about it and you  
7 didn't care because that wasn't your district. Tommy's -- if  
8 it was Tommy's, you should have cared enough to say, hey, this  
9 is going to affect our area. Because these tiny homes is not  
10 only going to affect District 2; it's going to affect District  
11 5. Let me go back. This RV park. Everybody keeps putting  
12 them down at tiny homes and it's an RV park. It's going to  
13 affect District 2. It's going to affect District 5. And it's  
14 also going to affect District 3.

15 Also, as a council, each one of you have a person that you  
16 appoint on this Planning Commission. Those Planning  
17 Commission people that you appoint actually get packages from  
18 the Planning Commission. They have a right to vote on what  
19 goes on in that area. So whether they gave it to you or not,  
20 I can't tell you, but if they didn't give it to you, you may  
21 need to change that person because they're not communicating  
22 with you in the way that they need to. That's all I've got to  
23 say.

24 GRACIE FLOYD: (Inaudible).

25 TOMMY DUNN: Yeah, he's addressing me.

26 He's supposed to, that's right.

27 Next, Mr. Harmon.

28 LEON HARMON: Mr. Chairman, next speaker  
29 is John Tinsley.

30 JOHN TINSLEY: Good evening, Council.

31 I'm John Tinsley. I'm a surveyor. I own Tinsley Surveying  
32 here in Anderson County. I've been in business in the county  
33 since 1995 serving the citizens of Anderson County. We have  
34 an issue with flag lots. I say we; surveyors and engineers.  
35 And there are several here, if you guys would stand up.

36 We came collectively to ask the council to look at the  
37 policy on flag lots. The policy is 38-359 in the Planning and  
38 Development Codes. That policy gives pretty clear  
39 interpretation of how a flag lot is to be used. From our  
40 standpoint the interpretation in the current administration  
41 has differed from that in previous administrations, all the  
42 way back to the ordinance in 2003, which from the standpoint  
43 of us serving the citizens of Anderson County, we are not able  
44 to deliver a product to them professionally when it gets to  
45 the plat approval process and is turned down, when in the past  
46 it would have been approved. And that is a problem for us.  
47 It's a bigger problem for the citizens because there are so  
48 many applications of a flag lot to developing a property  
49 equitably for the citizens because most people don't have two  
50 hundred thousand dollars laying around to build a road to

1 county standards in order to access their property. So a flag  
2 lot serves that purpose.

3 And we need the council to look at the interpretation of  
4 flag lots as the administration is presently interpreting it  
5 and then look at how it's been used. And there's a history on  
6 the recorded plats, in the record room, there is a history  
7 that will show how it's been used and approved by other  
8 administrations and look at the difference and give us, as  
9 professional surveyors who work with the citizens, an  
10 interpretation that is steady that we can go forward with that  
11 doesn't deviate from what's in black and white. And that's  
12 what we're here asking for tonight.

13 And I appreciate your time.

14 TOMMY DUNN: Thank you. Mr. Harmon.

15 LEON HARMON: Next speaker is Barry

16 Dunn.

17 BARRY DUNN: Good evening. My name is

18 Barry Dunn. I've been surveying in Anderson County for quite  
19 a few years, since 1985. And the issue of the flag lots  
20 seems, since 2003, we've been able to make it work. I don't  
21 see any problem with it. My feeling is, if it ain't broke,  
22 don't fix it. So if we are going to change it, we need to  
23 work together to find a viable solution and just not leave us  
24 hanging out there, you know, and can't make a good solution.

25 Thank you for your time.

26 TOMMY DUNN: Thank you. Mr. Harmon.

27 LEON HARMON: Next speaker is Jamie

28 McCutchen. I apologize in advance. I'm probably going to  
29 mispronounce this next last name. Alex Imperco.

30 ALEX IMPERCO: Mr. Chairman, council

31 people, I am the petitioner for the Welpine Road rezoning. I  
32 am here to let you know that we come to you with planning  
33 staff support, Plan Commission approval. We're looking to  
34 rezone from C-2 to the multi-family zoning, which is a less  
35 intensive and better for traffic in the area.

36 And respectfully request that you look favorably upon our  
37 petition. Thank you.

38 TOMMY DUNN: Mr. Harmon.

39 LEON HARMON: Next speaker is Sean

40 Sweirker.

41 SEAN SWEIRKER: I'm Shawn Sweirker. I'm

42 also working on the Welpine Road rezone. I think it's going  
43 to be a very good project for the county, providing some much  
44 needed housing for the new employees coming to TTI and Arthrex  
45 and Electrolux. We've been talking to some of our neighbors  
46 about some of the traffic impacts and the concerns they have  
47 that come with growth. So we're trying to work through those  
48 concerns with them. We agreed to do a traffic study prior --  
49 further on in our entitlement process. But we engaged a  
50 traffic engineer regarding the impact this will have. And

1 according to his data, our project will have much less of a  
2 traffic impact than uses under the current commercial zoning.  
3 And furthermore there's a number of county officials I've  
4 spoken with have expressed concern over the existing  
5 bottleneck on Interstate Boulevard. I believe a gentleman had  
6 a heart attack at the Cracker Barrel and because of the low  
7 egress point, emergency personnel couldn't get him out of  
8 there a number of years ago.

9 So our plan is to bring a road and provide a number of  
10 other access points out of the back of Interstate Boulevard  
11 and help alleviate what we see as a pretty substantial public  
12 safety hazard. Thank you.

13 TOMMY DUNN:

Thank you.

14 LEON HARMON:

Next speaker is Elizabeth

15 Fant.

16 ELIZABETH FANT:

Elizabeth Fant. Planning

17 items are becoming more and more important as our county  
18 continues to grow. And this is one area I think we all need  
19 to pay close attention to. Sometimes things get slid under  
20 the covers that we're not expecting.

21 On today's minutes, number 5, capital improvements of  
22 2020, I want somebody to explain the County Facilities  
23 Department request for a generator for the Townsend Building.  
24 This item is a request in the upcoming budget year. The  
25 generator will be used to hold bond court. That doesn't make  
26 a lick of sense to me. They hold bond court all the time.  
27 Why do you need a generator for that?

28 The other thing is with the COVID, we're all having to  
29 make adjustments. We're sitting here instead of in the  
30 courthouse. This is hard to do because the people who are  
31 speaking here really can't do this if this is how you have to  
32 do for everybody to hear. And despite the technology of the  
33 microphones, we have two of you who are still not speaking to  
34 us. You know who you are. Or you throw the microphone out of  
35 the way. Last time the meeting the court reporter had a very  
36 difficult time. Even she said we can't hear you. So if we're  
37 going to hear and participate in this, those two of you know  
38 who you are, which I have to say it every time, but I'm not  
39 alone anymore. I used to be lone duck coming to these  
40 meetings. We've got other people coming and they're saying  
41 the same thing.

42 Communication is very important. In this day I'm finding  
43 out that probably a lot of things that are happening that are  
44 mishaps, why people don't communicate well is because people  
45 are hearing but they're not really listening.

46 TOMMY DUNN:

Mr. Harmon.

47 LEON HARMON:

Mr. Chairman, no one else

48 is signed up.

49 TOMMY DUNN:

Thank you, Mr. Harmon.

50 We're going to move on to item number 5, resolution R2020-



1 017. Mr. Graham, like I said, is unable to be here tonight.  
2 Council lady Ms. Wilson is going to do his. Ms. Wilson.

3 CINDY WILSON: Thank you, Mr. Chairman.

4 This is a resolution to honor and recognize the Honorable  
5 William E. Gilmer's lifetime of public service.

6 WHEREAS, Judge William E. Billy Gilmer is retiring from  
7 Honea Path Summary Court after twenty-three years of service  
8 as Magistrate Judge; and

9 WHEREAS, Judge Gilmer served the town of Honea Path as  
10 Mayor from 1984 to 1998. And before his terms as mayor, as  
11 town councilman from 1976 to 1984, the Honea Path Fire  
12 Department as a volunteer fireman, the National Guard as First  
13 Sergeant, and the Boy Scouts of America Troop 5 Honea Path,  
14 having received his Eagle Scout in 1961. Subsequently  
15 instilling scout values in his son Kevin Gilmer and grandsons  
16 Christopher Gilmer and Kenny Webster, all of whom have  
17 received Eagle Scout from Troop 5; and

18 WHEREAS, Judge Gilmer is married to Fredda Gilmer. They  
19 have one son Kevin and two grandchildren, Chris Gilmer and  
20 Kenny Webster, and the Gilmers reside in Honea Path.

21 THEREFORE be it resolved to take effect and be in force  
22 immediately upon enactment in meeting duly assembled this 23rd  
23 day of June, 2020, that we in Anderson County are grateful to  
24 the Honorable William E. Billy Gilmer for his lifetime of  
25 service and hereby recognize and honor his many contributions  
26 to the community which will sustain his legacy for decades to  
27 come.

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

29 TOMMY DUNN: Yes, you may. Do we have  
30 a second?

31 JIMMY DAVIS: Second.

32 TOMMY DUNN: Second Mr. Davis.  
33 Discussion. Ms. Wilson.

34 CINDY WILSON: I'd like to add -- oh,  
35 good. May we have Chris to come up to make this award to him  
36 and then it will be formally presented to Judge Gilmer and  
37 Fredda at a meeting on Thursday.

38 **PRESENTATION OF RESOLUTION**

39 CINDY WILSON: We have also requested  
40 that Judge Gilmer continue managing the Honea Path Christmas  
41 Parade.

42 TOMMY DUNN: Let's make it official.  
43 All in favor of the motion show of hands. Opposed like sign.  
44 Show the motion carries unanimously.

45 Thank you, Ms. Wilson. Thank the Gilmer family for all  
46 they've done for Anderson County.

47 Going to move on now to item number 6, discussion of flag  
48 lots, Councilman Davis.

49 JIMMY DAVIS: Thank you, Mr. Chair. I  
50 just want to say a special word of thanks for Mr. Tinsley and

1 Mr. Dunn and the others that came out to bring this to our  
2 attention with your concerns of how we're handling flag lots.  
3 Please relay our concerns and our prayers are with Mr. Earl  
4 O'Brien as he's not here tonight. He's fallen ill. But we  
5 hear you and we have already starting taking measures to look  
6 at the issue. The issue will be sent to our Planning and  
7 Public Works Committee. We will let you know when that  
8 committee is going to meet so you can be in attendance and  
9 have input.

10 We want to do this thing the right way and we want to be  
11 fair to our citizens and fair to their neighbors and fair to  
12 our great surveyors of this county. You provide an awesome,  
13 awesome service for our citizens and to the county and we want  
14 to make sure we get this done the right way going forward.

15 And I just want to thank you for showing up and I want to  
16 ensure you that the three members of the Planning and Public  
17 Works Department, myself, Chairwoman Cindy Wilson, and  
18 Councilman Brett Sanders, we take this very seriously. And  
19 we've already started gathering information and we value your  
20 future input. Thank you very much for being here tonight.

21 Thank you, Mr. Chair.

22 TOMMY DUNN: Thank you, Mr. Davis. I  
23 just want to add, what we might do is put this in an ad hoc  
24 committee. And I'd like to ask maybe a couple of surveyors to  
25 serve on that. And you'll have input from the ground up on  
26 this. I'll be in touch, me or Mr. Davis will, to get this.  
27 Flag lots can be a problem, though. I was on the Planning  
28 Commission years ago when this thing come up and some of it  
29 got changes or what not. But we want to work with you and  
30 make everything work out the best for everybody.

31 So we'll be in touch; okay? And thank y'all for coming  
32 tonight.

33 GRACIE FLOYD: Mr. Councilman, Mr. Chair,  
34 before they leave, the guy in the blue, can you come back up,  
35 please? I was introduced to flag lots a couple of years ago.  
36 I didn't know what they were. I didn't know how they played  
37 into anything. Okay. And I am sure we do a lot of talking up  
38 here, but we don't always explain what we're talking about.

39 Would you please tell the people out here now, what is --  
40 what a flag lot is and what is the problem with them so they  
41 will know.

42 JOHN TINSLEY: Certainly. A flag lot is  
43 shaped similar to a flag in that you have a whole portion and  
44 then the bulk of the property, say in the back of it. So if  
45 your road is along the front of it, the old portion leaves the  
46 road and goes back and then opens up into the bulk of the  
47 property.

48 The purpose of the flag lot is that if you have property  
49 with limited road frontage or property that has -- say a  
50 family has a certain amount of acreage and then they want to

1 let a grandchild or a son or daughter have some acreage in the  
2 rear, the flag lot is a way of creating a parcel of land such  
3 that it can have a tax map number, it can have its own tax  
4 bill sent to it. That parcel of land, though, would have  
5 access called fee simple, meaning they actually own it all the  
6 way to the road.

7 The reason you need to own it versus an easement is that a  
8 mortgage company a lot of times will not loan money unless it  
9 has fee simple frontage. So the flag lot itself is essential  
10 because we have no provision in Anderson County for an  
11 affordable private road. An affordable private road is not  
12 possible because the development standards say that you have  
13 to have a road built to county standards. Well, if you're  
14 going to spend the money to build a road to county standards,  
15 you're going to turn it over and make it a public road. A lot  
16 of people don't want a public road back in the back of their  
17 property.

18 So without a provision for an affordable private road that  
19 could be built by an individual -- not necessarily a developer  
20 -- we need the flag lot.

21 Now, in the ordinance it says that you can have two  
22 flagpole portions of a lot that touches the road at a given  
23 point. Given means specific. Point is one. It's not a line,  
24 it's a point. The way that's always been used, and this helps  
25 people if you want to do two lots, you run two flag pole  
26 portions to the road side by side. That's the two pole  
27 portions touching the road at a specific point, a given point.  
28 So the two pole portions. Then if they want to share a common  
29 driveway so that they can consolidate funds and have one drive  
30 that goes back and then goes to two homes, that's a feasible  
31 opportunity for people. And it makes it affordable. It makes  
32 it where the kids can end up with a home behind the house. It  
33 also makes it, if you do need to do a subdivision, you can  
34 access land that's unaccessible in an equitable fashion from a  
35 road where it costs too much money to put a cul-de-sac in.

36 So it has its advantages. If it's something that the  
37 county does not want, we have to have some kind of option to  
38 change and go back to a private road where we can go in and  
39 cut lots off a private road where people can still get a  
40 mortgage.

41 Is that a good enough explanation?

42 GRACIE FLOYD: That's perfect. But what  
43 I was asking about it, they were also saying that a lot of the  
44 mobile home divisions have flag lots in them.

45 JOHN TINSLEY: In the past they did. And  
46 a lot of times they'd stack a bunch of flag lots side by side  
47 and you may have four or five flags that go back and open up  
48 into a mess. And people would go in and build too many  
49 driveways and nobody knew what they owned.

50 In 2003 the ordinance was passed that you could only have

1 two flagpole portions touching the road at one spot, then you  
2 have to have a distance, depending on what type of road it  
3 was, between those flags. So like if you have a -- and I  
4 don't have the ordinance in front of me, but if you've got a  
5 state secondary road, you're going to have to have a specific  
6 distance on that road which is wider than if you had just a  
7 little county road. So your driveways were spaced out to  
8 where it was not a problem. So that was addressed in 2003 and  
9 that should not be a problem now.

10 And there's another provision in there that gives a  
11 percentage of the lots in a subdivision so that you can't go  
12 in there and make fifty percent of your lots flag lots. It's  
13 a small percentage of those lots that can be flag lots. Which  
14 that was addressed in '03 and that has not been a problem  
15 since.

16 GRACIE FLOYD: Well good. Good. I thank  
17 you for doing that because sometimes when people come up to  
18 talk about things, we may know what you're talking about but  
19 you come into a public entity to talk about a public problem  
20 and I just feel that everybody should know what you're talking  
21 about.

22 JOHN TINSLEY: I thank you for giving me  
23 the opportunity to explain that. I really do.

24 GRACIE FLOYD: And thank you.

25 JOHN TINSLEY: Okay. Thank you very  
26 much. Anything else?

27 TOMMY DUNN: No, sir. Appreciate it.

28 JOHN TINSLEY: Okay. Thank y'all.

29 TOMMY DUNN: Moving on to item number  
30 7, third readings. There are none.

31 Item number 8, second readings. There are none.

32 Moving on to item 9, first readings, 9(a), 2020-013,  
33 ordinance to amend the zoning map to rezone plus or minus 19  
34 acres from C-2 highway commercial to R-M multifamily  
35 residential on Welpine Road, Anderson, District 4. Ms.  
36 Hunter.

37 ALESIA HUNTER: Yes, sir. Thank you, Mr.  
38 Chairman. As mentioned ---

39 TOMMY DUNN: Wait a minute.

40 ALESIA HUNTER: Can you hear me?

41 TOMMY DUNN: We can hear you, people back  
42 there can hear you. This thing has been tested. I've been up  
43 here testing it. They can hear you all the way back yonder.  
44 You ain't got to look up at that thing. It'll pick you up. I  
45 promise you.

46 ALESIA HUNTER: You can hear me; okay. Thank  
47 you, Mr. Dunn.

48 As mentioned, this is a rezoning for Welpine. The  
49 applicant is here and gave some details concerning that. It's  
50 located in the Denver/Sandy Springs precinct. It's currently

1 zoned C-2. Again, it's requested for R-M, which will include  
2 two hundred and fifty-two units, eleven buildings, and a  
3 mixture of one, two and three bedroom units. They do intend  
4 to have some amenities and some green space and swimming pool  
5 and a club house.

6 And as mentioned, the Planning Commission was in support  
7 of their application, as mentioned, for the traffic study.  
8 The applicant/developer has went back to address the concerns  
9 from the citizens concerning traffic, and as far as I know  
10 they've worked through those issues. And as mentioned, the  
11 Planning Commission did support the request.

12 TOMMY DUNN: Thank you, Ms. Hunter.

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

14 BRETT SANDERS: So moved.

15 TOMMY DUNN: Motion Mr. Sanders. Have a  
16 second?

17 CINDY WILSON: Second.

18 JIMMY DAVIS: Second.

19 TOMMY DUNN: Second by Ms. Wilson. Now  
20 discussion. Mr. Sanders.

21 BRETT SANDERS: Yes, sir, Mr. Chairman. I  
22 don't want to steal on what you're going to discuss earlier  
23 about having a county council member present on  
24 preconstruction meetings to allow them to get feedback in the  
25 community before a developer comes in and invests a lot of  
26 money.

27 I would like to say that Mr. Sweirker, prior to anything  
28 going on over there, reached out to me. And I think the model  
29 that I want to use once you talk about what you're going to  
30 talk about here in a little while, but it's more of  
31 development, community and council working hand-in-hand to  
32 create a community partnership.

33 One of my concerns was traffic. I met with them. The  
34 traffic issue, there's multiple ingress, egress. They also,  
35 again, which he stated earlier, on Interstate Boulevard, we  
36 have one way in, one way out. And they actually agreed to  
37 help and work and open that up to have multiple in and outs.  
38 And also the South Carolina DOT concern for the citizens on  
39 traffic is getting ready to make some major changes up there.  
40 And I think it is a project that I'm excited to have in  
41 District 4. I look forward to it.

42 We're talking, just in the initial stage, of a forty  
43 million dollar investment. And I would just like other  
44 council members to know that I'm in support of this. And from  
45 what I've seen, my community is in support of it. And I  
46 appreciate Charter Capital coming to me beforehand and  
47 clearing up any issues so when I had calls I was able to talk  
48 to my constituents and know exactly what's happening. There  
49 was no rumors, misinformation floating around. And I'd love  
50 to see that happen on future projects, as well. Thank you.

1 TOMMY DUNN: Thank you, Mr. Sanders. Any  
2 more discussion?  
3 GRACIE FLOYD: I have a question.  
4 TOMMY DUNN: Go ahead.  
5 GRACIE FLOYD: Mr. Sanders, would you mind  
6 going over what you said at the beginning about the  
7 preconstruction meeting?  
8 BRETT SANDERS: They actually -- the owner of  
9 the property, the developer, had reached out, called and said  
10 I understand what we're looking at is in your district. We  
11 want to sit down with you so that we can explain what we're  
12 actually planning on doing so that we can clear up any rumor  
13 so that I can get out in my community, meet with them, talk to  
14 them, and not spread rumors or misinformation. And that's the  
15 way I think things should be. And you can tell the caliber  
16 and class of the developer you're dealing with when they come  
17 to you.  
18 GRACIE FLOYD: Question. Did they come to you  
19 before they went to the Planning Commission?  
20 BRETT SANDERS: Yes, ma'am. To get everything  
21 lined up to address any concerns. I don't want to put words  
22 in their mouth. I had them reach out to Holt Hopkins, Holt  
23 Hopkins, as well. This lady right back here. Ms. Wilson.  
24 And I don't know if you may want to echo that they reached out  
25 to the community. It wasn't something that just popped up and  
26 you didn't know what was going on.  
27 GRACIE FLOYD: Yeah, in the newspaper -- it  
28 didn't come in the newspaper before you ---  
29 BRETT SANDERS: Before I knew about it.  
30 GRACIE FLOYD: Before you knew about it.  
31 Exactly.  
32 BRETT SANDERS: And I think that says something  
33 about the caliber of investors that we're dealing with. And I  
34 think Mr. Dunn is going to make a statement earlier about a  
35 plan of action that we want to test out. And I plan on using  
36 the model set forth by these gentlemen to move forward in my  
37 district on future plans.  
38 GRACIE FLOYD: Well, I had a chance to talk  
39 with Mr. -- the guy, what's his name?  
40 BRETT SANDERS: Sweirker.  
41 GRACIE FLOYD: Sweirker, yeah. And then when  
42 I got to my -- when I looked at my mail when I got here -- I  
43 didn't get it until I got here, I saw there was a letter in  
44 there addressed to me. And I was so impressed. I was so  
45 impressed. He even reached out to me.  
46 BRETT SANDERS: It's a community thing. It's  
47 not just District 4. It affects ---  
48 GRACIE FLOYD: Oh, I thought it was just a  
49 planning thing where you could just -- and you had your  
50 traffic checked, as well, how that would impact you?

1           BRETT SANDERS:           Yes, ma'am. And they're  
2 actually doing an engineered traffic study, a further one, for  
3 Mr. Hopkins, as well.

4           GRACIE FLOYD:           I applaud you. Welcome to  
5 Anderson County. We would love to have you do more work in  
6 this county if that's the way you do it. It's not a gotcha  
7 kind of thing because it's a -- because of the section you  
8 live -- are you zoned? Is this thing zoned?

9           BRETT SANDERS:           Yes, ma'am.

10          GRACIE FLOYD:           Okay. Maybe that's what it is.  
11 Zoned people don't -- I mean unzoned people don't get a  
12 chance. But anyway, nice meeting you, all of you.  
13          And thank you, Mr. Sanders.

14          BRETT SANDERS:           Yes, ma'am. Thank you.

15          TOMMY DUNN:            Any more discussion? All in  
16 favor of the motion show of hands. Opposed like sign. Show  
17 the motion carries unanimously.

18          Thank you, Mr. Sanders.

19          BRETT SANDERS:           Thank you, Chairman Dunn.

20          TOMMY DUNN:            Ms. Hunter, thank you.

21          As I said, 9(b) has been pulled.

22          We're going to 9(c), 2020-016, an ordinance to amend the  
23 zoning map to rezone plus or minus 43.91 acres from R-20  
24 single family residential to R-A residential agriculture.  
25 It's located at 2705 Centerville Road. Put this in the form  
26 of a motion.

27          CINDY WILSON:           Second.

28          TOMMY DUNN:            Second by Ms. Wilson. Any  
29 discussion? You got anything, Ms. Hunter, you'd like to add  
30 or say?

31          ALESIA HUNTER:           Nothing extra.

32          TOMMY DUNN:            Okay. All in favor of the  
33 motion show of hands. Show Mr. Davis, Mr. Sanders, Mr. Dunn,  
34 Ms. Wilson in favor. Ms. Floyd abstains. She's left the  
35 podium.

36          Moving on to item number 9(d), 2020-017, an ordinance  
37 authorizing the execution and delivery of fee in lieu of tax  
38 agreement by and between Anderson County, South Carolina and  
39 Project Westwind with respect to certain economic development  
40 property in the county, whereby such property will be subject  
41 to certain payments in lieu of taxes, including the provision  
42 of certain special source revenue credits. Mr. Burriss  
43 Nelson.

44          BURRISS NELSON:           Yes, sir. Thank you, Mr.  
45 Chairman, members of council.

46          Again, we have a private developer willing to invest his  
47 own money into a project for a speculative industrial  
48 building, actually at the Anderson Airport Park, 2.8 million  
49 dollar building that will be fifty-five thousand square feet  
50 with a thirty-five foot clear. Be Class A industrial

1 building. We do not have anything like that in the county.  
2 And really that is the sweet spot we have for recruiting  
3 industry, is a fifty thousand square foot building. So it's a  
4 great opportunity for us. And much like the projects at exit  
5 32 and 35 with Rooker and VanTrust, we've offer a --  
6 suggesting that we offer a fee in lieu of taxes special source  
7 revenue credit at ninety percent for the first five years that  
8 will allow an offset of property tax to offset some of the  
9 substantial expense in the construction of the project. And  
10 then with a sixty percent SSRC for five years and a fifty  
11 percent SSRC for the following ten years.

12 Taxes that were paid in 2019 sixty dollars. First year of  
13 property tax for this project, five thousand three hundred and  
14 fifty-five dollars and over twenty years will pay four hundred  
15 and two thousand. As Ms. Wilson said one time, we're happy  
16 that someone else is spending money. We're spending somebody  
17 else's money.

18 Anderson County Airport will include construction of a  
19 much needed fifty-five thousand square foot building, five  
20 percent fee agreement with lot millage. This comes to council  
21 as a recommendation from staff, as well as the economic  
22 advisory board.

23 TOMMY DUNN: Thank you, Mr. Nelson. Do we  
24 have a motion to move this forward?

25 BRETT SANDERS: So moved.

26 CINDY WILSON: Second.

27 TOMMY DUNN: Motion Ms. Sanders; second Ms.  
28 Wilson. Any discussion?

29 BRETT SANDERS: Mr. Chairman.

30 TOMMY DUNN: Mr. Sanders.

31 BRETT SANDERS: Mr. Nelson.

32 BURRISS NELSON: Yes, sir.

33 BRETT SANDERS: I know where this is going and  
34 I'm excited for the project. Do you think there is any way we  
35 could persuade them to maybe tie in some of the colors to our  
36 new airport terminal as they come in, and it look like one big  
37 huge project up there.

38 BURRISS NELSON: I didn't understand. Tie in  
39 what?

40 BRETT SANDERS: Tie in the color scheme to our  
41 new airport terminal that is getting finished up now.

42 BURRISS NELSON: We will certainly discussed  
43 that with them. They had planned to build a traditional tilt-  
44 up concrete building much like Arthrex. But certainly they  
45 can have color schemes that ---

46 BRETT SANDERS: That would be nice. But I'm  
47 excited for the project and I appreciate your work and  
48 efforts.

49 BURRISS NELSON: Thank you, sir. I'll bring  
50 that to their attention.



1                   BRETT SANDERS:            Yes, sir.  
2                   TOMMY DUNN:                    All in favor of the motion show  
3 of hands. Opposed like sign. Show the motion carries.  
4 Again, Ms. Floyd ...  
5                   BURRISS NELSON:            Thank you for your support.  
6                   TOMMY DUNN:                    Thank you, Mr. Nelson.  
7                   Item number 10, there are none.  
8                   Item number 11, approval of 2021 road improvements. Do we  
9 have a motion to move this forward?  
10                  CINDY WILSON:            So moved.  
11                  TOMMY DUNN:                    Motion by Ms. Wilson. Have a  
12 second?  
13                  BRETT SANDERS:            Second.  
14                  TOMMY DUNN:                    Second Mr. Sanders. Any  
15 discussion? Mr. Hogan, you got anything you want to add?  
16                  MATT HOGAN:                No, not unless y'all have  
17 questions.  
18                  TOMMY DUNN:                    Thank y'all. All in favor of  
19 the motion show of hands. Opposed like sign. Show the motion  
20 carries unanimously. Thank you. Appreciate you.  
21                  Moving on to item number 12, report from Planning and  
22 Public Works Committee meeting held on, believe it or not,  
23 today. Chairman Wilson.  
24                  CINDY WILSON:            Thank you, Mr. Chairman. We  
25 met this morning at 10:00 in this very room. We did approve  
26 the minutes. But I'm going to ask my fellow committee members  
27 to go back. We skimmed over the minutes and it made sense  
28 when I read them earlier. But when we had other eyes looking  
29 upon it, I can see the point.  
30                  May I make the motion to my fellow council members that on  
31 the minutes under Capital Improvements for 2020, that the  
32 sentence beginning the generator will be used to add ... if  
33 power is out so that the bond court can be held.  
34                  TOMMY DUNN:                    Yes, ma'am. Ms. Wilson puts  
35 that in the form of a motion. Do we have a second.  
36                  BRETT SANDERS:            Second.  
37                  TOMMY DUNN:                    Second Mr. Sanders. All in  
38 favor of the motion show of hands. Opposed like sign. Show  
39 the motion carries.  
40                  CINDY WILSON:            Thank you.  
41                  TOMMY DUNN:                    Thank you, Ms. Wilson.  
42                  CINDY WILSON:            The next item we had -- and if  
43 anyone present desires a copy of what we were presented this  
44 morning, we'll certainly make it available. And it primarily  
45 dealt with the definitions and rules for tiny homes, park  
46 model RVs, also recreational park trailers. It also gave us a  
47 definition of what a park model RV is not. Also, RV travel  
48 trailers. And manufactured mobile homes. Gave us some rules  
49 for setting -- for developing with those. Modular homes. And  
50 proposed camps, RV parks, land use regulations, including tiny

1 homes on wheels. And proposed camps, RV parks, land use  
2 regulations. We voted unanimously, all three of us, to move  
3 this on to the Planning Commission, and they are also planning  
4 to do some type of a workshop so there can be more input into  
5 the development of what's proposed. So if we may make the  
6 motion for our full council to vote to send these measures on  
7 to the planning commission.

8 TOMMY DUNN: We have a motion. Coming from  
9 the Public Works Committee, doesn't need a second. Any  
10 discussion?

11 GRACIE FLOYD: Yes.

12 TOMMY DUNN: Go ahead.

13 GRACIE FLOYD: Now am I to understand that the  
14 Planning Commission approved a group of people to come into  
15 Anderson County to build a tiny home -- a tiny home park or  
16 community without having these things first? Am I to  
17 understand that we waited until we got it and then we went  
18 back and made rules that will, that will show them how this  
19 thing -- what it is, what it's supposed to be and how to build  
20 it? Am I to understand that all they did was to submit a  
21 sheet of paper and without us going out there to look at it to  
22 see if it's, if it's a good plan and did it cover everything,  
23 we didn't even do that. Without us doing that we went ahead  
24 and approved it on the first reading? Even on county council,  
25 you get three readings. Three ordinances. But once they did  
26 this, you can't go back and change it? And we're just now  
27 getting the rules done after the fact? Is that what I'm to  
28 understand ---

29 TOMMY DUNN: No, ma'am. Not at all.

30 GRACIE FLOYD: --- from Ms. Wilson?

31 TOMMY DUNN: No, ma'am. That's not.

32 GRACIE FLOYD: Well, are you going to tell me?

33 TOMMY DUNN: If you ask me I can.

34 GRACIE FLOYD: Well, I asked her.

35 TOMMY DUNN: Go ahead, Ms. Wilson.

36 CINDY WILSON: I'm sorry. I didn't know the  
37 question was directed at me. But we're each responsible for  
38 projects that come about in our own districts and we each have  
39 a person that's on the Planning Commission. And we are each  
40 responsible to discuss measures and issues with our Planning  
41 Commission members.

42 In District 7, we probably have a conversation together  
43 once or twice a week, because there are a lot of things that  
44 are coming up. I would highly recommend that everyone else  
45 consider that.

46 JIMMY DAVIS: Mr. Chair.

47 TOMMY DUNN: Mr. Davis.

48 JIMMY DAVIS: One of the things that we  
49 learned this morning was some simply nomenclature about what  
50 is a tiny home. And the definition of a tiny home. And what

1 is a park model RV and what is a recreational vehicle by our  
2 county standards. That's one of the things we talked about  
3 today, was what defines a tiny home and how can it be built?

4 And we learned, just for example, a tiny home is a  
5 miniature house that's built on a lot. It is not brought in  
6 on a trailer or on wheels. It's built there. And we learned  
7 that a park model RV comes in on wheels, for lack of better  
8 words. And then we were brought up-to-date on what the  
9 current ordinances are for those types of -- what are current  
10 ordinances? A tiny home has to be gone through by our  
11 building inspectors. It has to go through the same  
12 inspections as if you built a two thousand square foot house.  
13 A park model RV does not because it's defined differently and  
14 it is for, quote, temporary housing.

15 So the discussion this morning was first to define what  
16 these things are. And then we learned about what our current  
17 ordinances are right now. And we made some suggestions about  
18 going forward on how do we oversee and govern how these things  
19 go about, whether it be a tiny home or an RV park. And we  
20 made some suggestions to staff on how we thought it would  
21 improve on, you know, an RV park, in particular.

22 So then we decided to send those suggestions to the  
23 Planning Commission. And we're talking about unzoned areas  
24 here. We're not talking about zoned areas because they have  
25 different protections. But unzoned areas, when this goes to  
26 the Planning Commission, they will take it all into  
27 consideration. And then if I'm not mistaken, Mr. Harmon, they  
28 will send it back to council for us to look at one more time.

29 LEON HARMON: That's correct, Mr. Davis.

30 JIMMY DAVIS: So it was a long discussion on  
31 just identifying and defining things so that we can gather the  
32 right information, let the Planning Commission take a look at  
33 it and send this ordinance, new and improved ordinance, back  
34 to council. And this will affect unzoned areas.

35 And that's really what we talked about concerning the tiny  
36 homes. We talked about mobile homes. We talked about modular  
37 homes. We talked about all kind of homes today. And we  
38 really got a lot of stuff done and accomplished and I feel  
39 like we made some good suggestions going forward. The  
40 Planning Commission has an opportunity to look over what our  
41 suggestions are. Maybe they add to it; maybe they don't. But  
42 we thought it would be proper for them to take a look at it.  
43 And it'll come back to council for a final decision on these  
44 new ordinances. Thank you, Mr. Chair.

45 TOMMY DUNN: Let me add, a state law is set  
46 up how the Planning Commission has to work. And I'm going to  
47 say this later, but like the gentleman said a while ago about  
48 going before the Planning Commission before county council.  
49 That's state law. We can't. I looked at this and researched  
50 it, I had the attorney, trying to give county council the

1 final say. We can't. That's not state law. They won't let  
2 us. But this has to go back and be reviewed -- this Planning  
3 Commission and Public Works Committee went through has to go  
4 back through the Planning Commission, then they'll come before  
5 us and we can do whatever we want to then with it, but that's  
6 this thing -- that's the way it works.

7 BRETT SANDERS: Mr. Chairman.

8 TOMMY DUNN: Mr. Sanders.

9 BRETT SANDERS: Yeah. I would like to -- I  
10 actually sat in on that meeting today, as well. And to speak  
11 on behalf of Planning and Development, we didn't define what  
12 tiny houses were. We didn't define RV park. That's already  
13 defined. We already have that defined. All we did ---

14 TOMMY DUNN: In the actual building code.

15 BRETT SANDERS: Exactly.

16 TOMMY DUNN: That's what it falls in.

17 BRETT SANDERS: All we did was make some  
18 suggestions on things that we would like to see added or  
19 changed possibly in the future. And we keep hearing this tiny  
20 home development. It's not a tiny home development. That's  
21 two different animals. We're talking an RV park here. But I  
22 do want to make it aware that Ms. Hunter and her department,  
23 it's already defined. They came in. Everything met all the  
24 requirements. And in doing so it got passed. They did have  
25 thirty days to appeal, which I don't know how the time lapse  
26 or miscommunication or not informed, but that would come from  
27 my or any other council member up here committee appointment.

28 But I just want to stand up on behalf of our Planning and  
29 Development Department. They did everything exactly the way  
30 it was supposed to be done, exactly the way it was written.  
31 We didn't define anything. It's already defined in Building  
32 and Codes. Everything is already there. We merely added some  
33 suggestions or some things that we would like to see changed  
34 or added or defined a little better in the future. Thank you.

35 GRACIE FLOYD: Mr. Chair. Mr. Sanders, I  
36 thank you for that. That was really, really good. But  
37 there's things that y'all didn't know, we didn't -- the things  
38 that y'all didn't know, we didn't know either. And we still  
39 don't know. The things that ---

40 TOMMY DUNN: Ma'am, please, we're going to  
41 keep this thing ... Go ahead.

42 GRACIE FLOYD: The thing that -- and don't  
43 tell me again about I have a person on the committee. Yes, I  
44 do. But he didn't say anything to me. Nobody called me. I  
45 told y'all the story. I told you. But it seems if they had  
46 come to first, as they did you in your area, it wouldn't be a  
47 problem now. Yeah, it's good to say, yes, well we've gotten  
48 it fixed. Yeah, but you can't fix what's already happened to  
49 these people living out there. You can't fix that. You can  
50 say, yeah, the state did this and the state did that. We

1 didn't know that. I don't have a reason to know that.

2 Like I told y'all, I've never been to a planning meeting  
3 in my life because you never put anything in Homeland Park.  
4 You never came down to Homeland Park to say we're going to  
5 improve it. So the first thing I get, I'd missed the meeting  
6 because nobody told me about a meeting. Nobody said -- and  
7 you had the meeting way back in November. It seems like when  
8 you didn't hear from you in November you would have called to  
9 see what happened. You would have called.

10 The lady right there called me. But she didn't tell me it  
11 was my district. She asked me what I thought of tiny houses.  
12 And yes, sir, I told her, it's fine as long as it's not in  
13 District 2 because we've had enough down there. We've had  
14 enough. And I said it.

15 But I thank the committee, whatever it is, I thank the  
16 committee for doing whatever. But how do they say it, too  
17 little too late. I'm glad that nobody else will have to go  
18 through this or nobody else's mother will have to live down  
19 there. Or nobody else's community will be messed up like down  
20 there. And what did you call it? A VR (verbatim) park? We  
21 only called it what we were told to call it. Some said VR  
22 (verbatim). Some said tiny houses. But one thing about it,  
23 we've got too many people mixed in it. Way down to Abbeville  
24 people are coming to tell us about this stuff, that they knew  
25 nothing about it. Don't know anymore than what we know here  
26 in Anderson County. And that was a factor. Because there was  
27 so much miscommunication.

28 But Planning Committee, I thank you.

29 TOMMY DUNN: All in favor of the motion show  
30 of hands. All opposed. Abstentions. Show the motion  
31 carries.

32 I'd ask council, if we would, we're out of time on this  
33 committee report. I'd ask if we could get five more minutes  
34 to this. Make that in the form of a motion.

35 JIMMY DAVIS: Second.

36 CINDY WILSON: So moved.

37 TOMMY DUNN: Second Mr. Davis. All in favor  
38 of the motion to extend it five minutes, show of hands. So  
39 the motion carries. Ms. Wilson.

40 CINDY WILSON: Thank you, Mr. Chairman. We  
41 have a very interactive -- we had a very interactive meeting  
42 this morning. And it can't be said strongly enough, our  
43 Planning staff is very meticulous and very well considered and  
44 punctual on all of our ordinances and we're very blessed to  
45 have them. And we're blessed to have some council members who  
46 really roll their sleeves up and get to work, too.

47 The other discussion we had was possible appropriate  
48 measures to protect local farm properties. We know, for  
49 example, we have farmland disappearing very rapidly around the  
50 state, and Anderson County is no exception. The current rules

1 are that high density type development going in next to a farm  
2 requires a ten foot setback without sewer and only eight feet  
3 with sewer. And there are concerns about livestock and other  
4 interactions that may not be safe or healthy for people or  
5 animals. So we'll be working on that some more in the future.

6 The other most pressing item that we took up was  
7 consideration of update and upgrades for our county storm  
8 water retention and runoff measures. Currently our  
9 Development Standards require two to ten years rain episode  
10 considerations and infrastructure requirements on development.  
11 Our roads and bridges requires about twenty-five years.

12 Well, the drought cycle of about thirty years is obviously  
13 broken now and we've had back-to-back horrendous floods and  
14 our roads are getting washed out. We've had houses to flood  
15 where the developer didn't size his runoff collection  
16 adequately and then he put it into the county culvert that had  
17 been there for about fifty years and we had a flood from that.

18 We've had retention pond dams giving way and flooding  
19 adjoining properties. So we felt that it was appropriate to  
20 consider these in the days going forward. Mr. Batson was  
21 unable to join us this morning, but Mr. Holt Hopkins filled  
22 in. And he and Mr. Matt Hogan are front line on the Roads and  
23 Bridges. And he was pointing out that federal and South  
24 Carolina agencies permit, but we need to be notified when they  
25 are permitting development in our county.

26 Because, for example, when DHEC permits they don't always  
27 inspect what they have permitted. And we've found examples of  
28 storm water and retention measures that were put in the wrong  
29 place. Obviously they failed and we had builders and  
30 homeowners coming to the county very upset.

31 We were talking about let's have some considerations as to  
32 the amount of impervious surface area and to take into account  
33 the topography and watershed and water -- the soil types and  
34 so forth. And that should probably be done on a more  
35 individual basis.

36 But anyway, we did have a very -- considerable discussion  
37 on this. We're also going to have to look at development  
38 infrastructure proposals and how they relate to encroachment  
39 permits and so forth.

40 There will be workshops for our county council, staff and  
41 the Planning Commission. These will be scheduled soon to  
42 address these and other concerns as we work to provide  
43 guidance on development standards.

44 And it has to be pointed out in our meeting tonight, our  
45 county has done such an amazing job with economic development,  
46 coming from a very difficult time and through the greatest  
47 recession of our lifetimes. Between that, team work and the  
48 logistics of our county that we're blessed with, we're also  
49 blessed with some of the best people in the world. Therefore,  
50 is it any surprise that we have all of these out-of-state

1 developers wanting to come in here and take advantage of what  
 2 everyone worked so hard to create.  
 3 Therefore we're going to have to work very carefully going  
 4 forward to put measures into place to continue good quality  
 5 development without killing the goose that laid the golden  
 6 egg. That might be the best way to sum it up.  
 7 Thank you, Mr. Chairman. We'll be getting together again  
 8 soon.

9 TOMMY DUNN: Thank you. Moving on to item  
 10 number 13, appointments. There are none.  
 11 Just let me back up one minutes. Ms. Wilson, you and your  
 12 committee on the storm water thing, and you might talk with  
 13 Mr. Harmon about this. The biggest problem with the storm  
 14 water problem we're going to run into, if a subdivision has  
 15 got a -- or anybody, a business or what not -- has got a storm  
 16 water retention pond and it's on a separate piece of property,  
 17 what are you going to do when that owner walks away from it?  
 18 That's happening all over the state. It's happened in  
 19 Anderson County in a couple of places. So we need to find  
 20 some kind of answer and solution to that. Because it's going  
 21 to be dumped right back over into Anderson County to fix the  
 22 problem.

23 CINDY WILSON: So you're saying that some of  
 24 them -- some of the developments put their retention ponds on  
 25 a separate piece of property?  
 26 TOMMY DUNN: It's deeded that way; has to  
 27 be.  
 28 CINDY WILSON: Okay.  
 29 TOMMY DUNN: And if they walk away with it  
 30 and say I ain't paying taxes on it no more, I ain't going to  
 31 do this, who's going to buy the retention pond?  
 32 CINDY WILSON: Well, we've made all kinds of  
 33 shocking discoveries the last few years with sewer and storm  
 34 water.  
 35 TOMMY DUNN: But that's the biggest concern  
 36 I have with storm water, if you're going to do that right  
 37 there, be looked it.  
 38 CINDY WILSON: We'll look at that.  
 39 TOMMY DUNN: And I appreciate the work of  
 40 your committee.  
 41 Moving on, are there any appointments I don't know about?  
 42 Any request from council members I'm not aware of.  
 43 BRETT SANDERS: No, sir.  
 44 CINDY WILSON: None, thank you.  
 45 TOMMY DUNN: Number 15, the Administrator's  
 46 report.  
 47 RUSTY BURNS: Nothing at this time, Mr.  
 48 Chairman.  
 49 TOMMY DUNN: Thank you.  
 50 Moving on now to item number 16, citizens comments. When

1 Mr. Harmon calls your name, again, please even if you've done  
2 it before, please state your name and district for the record.  
3 Address the chair. And you have three minutes. Mr. Harmon.

4 LEON HARMON: Mr. Chairman, the first speaker  
5 is Chandler Reed.

6 CHANDLER REED: My name is Chandler Reed,  
7 District 5. Thank you again, Mr. Chairman, council members.

8 So I'm back here, what we want is we want policy changes  
9 for tiny homes. We don't want any more in Anderson County.  
10 This isn't just District 2, this isn't just District 5, just  
11 because they're close to each other. This is a county  
12 problem. We need everybody that's elected, everybody in the  
13 community and the county to realize this. We need to stand  
14 together as a county and not individually.

15 All right. And we need better notifications on this  
16 stuff. The policy says you have to run it in the paper.  
17 Anderson Independent. I haven't seen a printed Anderson  
18 Independent in fifteen years. All right. Nobody gets the  
19 paper any more. We've got to come up with something new. We  
20 need to come up with an email distribution system. You could  
21 put it -- I'm pretty sure it could be on the website. We need  
22 to get that information out more regularly through community  
23 meetings.

24 I believe Ms. Wilson said she has two meetings a week for  
25 certain things. It's not too much to ask. Each district  
26 should have at least a quarterly meeting of what's going on in  
27 their district. If you can make it, great. If you can't, you  
28 can get the highlights through an email.

29 All right. To my next point. We need communication lines  
30 to all elected officials. According to the website, there's  
31 only a few people I can email. Everybody else is a phone  
32 call. I've run the phone call route. That's just to serve a  
33 big circle. Nothing ever gets done. All I got was just -- it  
34 took me twenty minutes to get my point across, again, and then  
35 I'll call you back. Never got a call. I should be able to  
36 email everybody that's an elected official. Within seventy-  
37 two hours I should get a reply. If I'm not mistaken everybody  
38 here has a staff member. That's how this works. Twenty years  
39 in the military. I know how this works. Everybody has  
40 somebody that works for them that can help them. Lean on your  
41 subordinates or -- yeah, whoever works for you. We need  
42 better communication.

43 If I sent an email, if it's urgent, I should be getting  
44 something back in twenty-four hours. But seventy-two to  
45 ninety-six hours is not unreasonable to get an email back from  
46 an elected official. If you can't do emails, we've got to  
47 figure out something else. But this is the 21st Century.  
48 It's not that hard to get this done. I've heard that from  
49 several folks. That's just not a thing. No problem. We can  
50 work with that. But we need better lines of communication.



1 And like I said, we want to see more community meetings.  
2 We want to see our elected officials coming around to our  
3 districts talking to us.

4 Thank you for your time. Have a great evening.

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

6 LEON HARMON: Next speaker is Michelle  
7 Burgess.

8 MICHELLE BURGESS: Hi there. My name is Michelle  
9 Burgess and I live actually in District 5, but District 2 is  
10 less than a mile from my house.

11 When I heard about the supposedly tiny homes I was a  
12 little bit concerned. Then I got to talking to others that's  
13 within our community and they told me, oh, it's not tiny  
14 homes. I know what a tiny home is. I have friends who have  
15 actually built them. I think they're great. But I was told  
16 they're not tiny homes. We're talking about RVs. Really?  
17 Right now we already have several trailer parks in District 2,  
18 and Mr. Dunn, in District 5. And a lot of them are in  
19 disarray. A lot of them really -- I wouldn't want my dog  
20 living in them. I mean, just being honest.

21 So I was very concerned so I started getting involved in  
22 our community. And I'm thankful that I did. But I heard a  
23 couple of things at the Planning Commission meeting that  
24 troubled me. What I was told or what I heard, what I  
25 observed, and I'm sure others that were here they heard it as  
26 well. I didn't know that this was in my district. How do you  
27 not know what your district is? How? How? How do you not  
28 know? I know that you can get maps of Anderson County and I  
29 know you can get a highlighter. You can highlight that, what  
30 your district is. How did you not know? I've got an issue  
31 with that. I have a big issue with that. And then I heard,  
32 well, it wasn't my district so it didn't concern me. I didn't  
33 care.

34 I think every single one of our council members should be  
35 caring, whether it's in District 7, it's in District 4. Learn  
36 how to work together and communicate. If we could all work  
37 together we know that it would be a better Anderson County.  
38 That's all I've got to say. Thank you.

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

40 LEON HARMON: Next speaker is Tonya Winbush.

41 TONYA WINBUSH: Hello again. My name is Tonya  
42 Winbush. I am District 1. Craig Wooten is my county council  
43 person. He's not here tonight.

44 But I just want to address a couple of things that has  
45 been going on through the county council. One of the things  
46 that's not on the agenda tonight is the Second Amendment  
47 Protection Ordinance that was proposed by the county council  
48 that was such a project immunity and a project of  
49 togetherness. I was so amazing of how when citizens came in  
50 crowd and came and addressed their concerns how the county

1 council was so eager and so open to help with the problem of  
2 the red flag laws that the state propose. And they propose to  
3 get the county attorney involved. They got the chief  
4 involved. They got the sheriff involved and some other county  
5 members came together. And they said, you know, the  
6 resolution is not going to be strong enough. Let's get this  
7 ordinance together so that we can make a difference for those  
8 concerned citizens.

9 So I come in the same spirit of unity and with all  
10 citizens' concerns being equal. I want to ask for that same  
11 togetherness and that same action with the cause of taking  
12 down the statute, the Confederate statute that sits in front  
13 of the court in downtown Anderson. It is a disgrace. It does  
14 not represent Anderson County. It has been there long enough  
15 and it is time to be moved to a place that represents history  
16 like a museum. And that is what I'm coming to propose that I  
17 can address my county council to make sure that everyone gets  
18 on board. We have a petition that has over twenty-two  
19 thousand signatures that people in Anderson County feel the  
20 same way that I do. And we will show up the next county  
21 council meeting with all those people in unity to let you all  
22 know that we want to be able to get the same type of response  
23 and reaction. The crowd came in. They even threatened to  
24 vote you out.

25 And so I'm not here with a threat. I'm here requesting  
26 that we can all get a proposal or an ordinance written,  
27 drafted, to say that we do -- Anderson County do not want this  
28 statue to be in the middle of downtown because it no longer  
29 represents Anderson County and we want it moved. I know about  
30 the Heritage Act, but I also know that there's a supremacy  
31 clause that that ordinance for the Second Amendment protection  
32 really is not going to stand up in court.

33 So I want the same response. I want the same privilege.  
34 I want the same action.

35 LEON HARMON: Time, Mr. Chairman.

36 TOMMY DUNN: That's time.

37 TONYA WINBUSH: Thank you.

38 LEON HARMON: Mr. Chairman, next speaker is

39 Elizabeth Fant.

40 ELIZABETH FANT: Okay. Communication. I get  
41 the packet. This is the packet for tonight's meeting. It has  
42 everything in it. You can request one. They don't mail it.  
43 I just pick it up. However, anybody that wants to know what  
44 the agenda is, when the meetings are going to be, all they  
45 have to do is get on the email list with that lady right  
46 there, Lacey. She will identify not only the county council  
47 meetings, but she will put you on the email for any of the  
48 other meetings, whether it be the Planning Commission,  
49 whatever, all the other committees.

50 So there is a way to communicate. But you've got to take

1 the steps to get with that lady to give her your email and let  
2 that happen.

3 Now, these people up here, these seven people, and minus  
4 the ones that are not here, they don't have people that work  
5 for them, under them, secretaries, all that. They do it all.  
6 The only person that does help them to get stuff together is  
7 that lady, Lacey.

8 I want to read you a poem tonight. It's symptomatic of  
9 what's going on in the county and in the nation and I consider  
10 it to be our own individual responsibilities. It says:

11 The world needs men. The world needs men who cannot be  
12 bought, whose word is their bond, who put character above  
13 wealth, who possesses opinions and a will who are larger than  
14 their vocations, who do not hesitate to take chances, who will  
15 not lose their individuality in a crowd, who will be as honest  
16 in small things as in great things, who will make no  
17 compromise with wrong, whose ambitions are not confined to  
18 their own selfish desires, who will not say they do it because  
19 everybody else does it, who are true to their friends through  
20 good report and ill report, in adversity as well as in  
21 prosperity, who do not believe that shrewdness, cunning and  
22 hardheadedness are the best qualities for winning success, who  
23 are not ashamed or afraid to stand for the truth when it is  
24 unpopular, but who can say no with emphasis, although all the  
25 rest of the world says yes.

26 If you want to communicate you have to be winning to take  
27 those overtures. You can't assume that people are going to  
28 notify you. You have to take that step. I am heartened by  
29 hearing and seeing all these people out here. I want to know  
30 where you've been the last twelve years.

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

33 TOMMY DUNN: Thank you, Mr. Harmon.

34 Comments from council members. Ms. Wilson.

35 CINDY WILSON: Thank you, Mr. Chairman. It is  
36 wonderful and uplifting and even when we have citizens who  
37 scold us because you are participating in the process. We're  
38 only elected representatives and if we don't get a chance to  
39 talk with you or hear from you, how can we represent you?

40 I wanted to ask tonight if we could consider going forward  
41 on the unzoned areas when we have a project that's different  
42 from what's already there. That as we do in zoned areas we  
43 could send out postcards to notify ---

44 TOMMY DUNN: I'm going to address that at my  
45 comments.

46 CINDY WILSON: Okay. I think that would help  
47 a lot here.

48 Now, as for the Confederate statue. I kind of like what  
49 Paul Harvey, the former newscaster, came up with years ago.  
50 The rest of the story. And I would be personally for putting

1 another monument, working with the community, for the rest of  
2 the story, the other side of the story. Because if you don't  
3 have the whole story for people to consider, how will they  
4 know what happened in the past? Some of it good, some of it  
5 really horrible. How will they know? I mean, how do you just  
6 obliterate history? If we don't know where we've been, how  
7 will we know where we're going. I would contribute private  
8 funds and time to work with our community to come up with  
9 another monument with the rest of the story. Thank you.

10 TOMMY DUNN: Thank you, Ms. Wilson.  
11 Ms. Floyd.

12 GRACIE FLOYD: Thank you. First of all, I  
13 want to talk to you about communication. All right. When I  
14 got to my desk here tonight I found this. What's in this?  
15 It's a copy of the revised minutes from tonight -- for  
16 tonight. Didn't get it till I got here. I have been studying  
17 this one. I got this one last Friday, I believe. But I got  
18 the new one, the revised one tonight. Tonight.

19 I want to show you the minutes from the last public works  
20 committee, March 9th. Got it tonight. Here's a letter  
21 received -- the letter was received June the 23rd from Ms.  
22 Wilson about stuff I have not had a chance to read. I got it  
23 tonight when I got here. Okay. The county council's project  
24 presentation, I got that tonight. Tonight. Here's something  
25 else. This came June the 22nd. This is the Emergency  
26 Management. These people called me every single day that we  
27 have had the pandemic. They called me every single day.  
28 Because I don't get these till some time later in the week.

29 All right. I have twelve meetings -- I have twelve people  
30 that represent District 2. Twelve different people from  
31 different communities that represent District 2. They meet  
32 with me once monthly before the pandemic. There's the  
33 secretary right over there. She gets them there. She sits  
34 with us. She does the minutes. Have y'all ever been to a  
35 meeting? No. No. Are you in District 2? That's why.

36 Okay. There are twenty-two thousand people in District 2.  
37 Twenty-two thousand people. Oh, yes, that's a lot. That's a  
38 lot.

39 TOMMY DUNN: Please. Keep the audience  
40 down.

41 GRACIE FLOYD: I know that I do not turn down  
42 a phone call. You can call my house, you get an answer on the  
43 first ring. I know it's easy to come and look at people and  
44 say, you should do this, you don't do that, you do this,  
45 because that's all you've got to do. I don't have a lot of  
46 people around me when I'm trying to get something done because  
47 everybody has got an opinion. You know that. Everybody has  
48 got an opinion. And if you're dealing with a lot of people  
49 you won't get nothing done listening to their opinion.

50 I have been on council seven thousand three hundred and

1 ninety-two days. I didn't just get here. Seven thousand  
2 three hundred and ninety-two days minus the days I've been  
3 sick. And I was sick. Okay. It took us three months to get  
4 a bus going down there in Homeland Park that we never had  
5 before. People had no way in; they had no way out. But we  
6 finally got a bus. That took three months.

7 No, we don't have one person or piece. I wish we did. We  
8 have seven of us use one person and that's Lacey. Seven of  
9 us. Each one of us have at least twenty-two thousand people  
10 in our district. Twenty-two thousand people. District 2 is  
11 doing fine. We were doing fine. I called my folks once a  
12 week during the pandemic. I talk to my people. Did you get a  
13 phone call? No. You don't live in my district.

14 MALE: (Inaudible.)

15 TOMMY DUNN: Please, let's don't do this  
16 back and forth.

17 GRACIE FLOYD: There are a lot of mean people  
18 in this world. I don't have time to deal with it. I don't  
19 have time -- if you've got issues or if you don't like the way  
20 something is going on or if you've got something to say, say  
21 it. But I don't have time, I don't have time to do this.  
22 I've got people to work with. You live in District 5, go to  
23 District 5, work in District 5. He may want your help. I'm  
24 interested in District 2.

25 Where were you when we tore the houses down in District 2?  
26 Where were you when we got the buses? Where were you when we  
27 had ten years of meetings down to Homeland Park? Did you ever  
28 come to a meeting? You didn't have to be invited. Did you  
29 ever come down to a meeting in Homeland Park to help us clean  
30 up the place? Did you? No.

31 Twenty-one years, people. And I'm proud of it. I am  
32 proud of my twenty-one years on council. There's nothing you  
33 can say, there's nothing you can do, and I don't care how you  
34 feel about it. But I've had twenty-one good years. Some of  
35 you are here to get your pictures in the paper. I've had  
36 enough of that. I've done that, had it done or I did it. And  
37 you can't mess with my smile. Thank you.

38 TOMMY DUNN: Mr. Sanders.

39 BRETT SANDERS: Nothing at this time, sir.

40 TOMMY DUNN: Mr. Davis.

41 JIMMY DAVIS: Thank you, Mr. Chair.

42 Mr. Sanders, thank you for correcting me. I should have  
43 worded my words a little bit better. You're right, we did not  
44 define what a tiny home was. We were informed by staff on the  
45 definitions by ordinances on that.

46 You know, when we're talking about unzoned areas, I mean I  
47 can feel your pain. District 6 has one little area that's  
48 zoned. Zoning is done by voting precinct. And it's a pretty  
49 complicated matter. Ms. Hunter has got all kind of  
50 information on it. But it's kind of a complicated matter.

1 There's pros and cons to zoning. Learn all you can about it.  
2 I know some people have asked me about zoning and how you do  
3 it and how you go about it. It's pretty complicated, but it's  
4 not hard to learn because I learned it and I'm not that smart.

5 But we have challenges, as well. We've got people  
6 building houses on top of houses up in District 6, and that's  
7 a real struggle for us because the infrastructure is not there  
8 to take care of it.

9 But I thank you all for being here. I appreciate every  
10 single one of you for your input. And just know that it  
11 doesn't fall on deaf ears. And I thank you for that.

12 Thank you, Mr. Chair.

13 TOMMY DUNN:

Thank you, Mr. Davis.

14 Tonight I want to -- I'm going to appoint this ad hoc  
15 committee. It's an Ad Hoc Planning Committee. We're going to  
16 try this and see how this works out. I'm sure we might have  
17 some bugs and kinks to get in it, but if it works out, I'm  
18 going to propose an ordinance to go into our county  
19 ordinances.

20 But this committee is to consist of the following:  
21 Anderson County Council, the council member of the district of  
22 the proposed project and the second council member to be  
23 selected by that council member. Anderson county staff  
24 representative from the Planning and Development and Building  
25 Department, representative from the Road and Bridges  
26 Department, representative from Wastewater Department,  
27 representative from Storm Water Department, representative  
28 from the Sheriff's office, representative of the school  
29 district that the project is proposed in, and a representative  
30 of the fire department that that project is proposed in.  
31 Procedures for the committee meeting, residential or  
32 commercial project proposed by developer in an unincorporated  
33 area of the county, Ms. Hunter, Director of the Planning and  
34 Development and Building will coordinate a time for the  
35 committee to meet with the developer to discuss various issues  
36 regarding the proposed development. For example, zoning,  
37 rezoning issues in zoned area, sewer availability, impact to  
38 roads in the area and other issues. The developer can decide  
39 then if they want to pursue to and wish to continue the formal  
40 application following the meeting process. This will take  
41 place at the very beginning and let somebody know.

42 And as I said earlier, state law will not let Anderson  
43 County or any county have the final say. That goes to the  
44 Planning Commission on zoning -- not zoning, but certain  
45 issues on development. County council does have final say on  
46 zoning issues. It goes before the Planning Commission first.  
47 We do have the final say on it. And all this is dictated by  
48 state law.

49 Also, I'm going to put a committee together and work with  
50 staff about notifications. I'm going to see what we can do

1 and be realistic about it. If there's thirty thousand people  
2 in District 5, we can't email -- I don't have -- we're going  
3 to do a better way than the way we're doing business. We're  
4 going to find a better way to notify somebody and get the word  
5 out the best way we can. And let y'all know. And I want to  
6 have community input -- this affects y'all -- about this. I  
7 want to have -- I offered it last council meeting at the end,  
8 my phone number is 844-3765. Y'all call me any time. I'd  
9 love to answer -- get a meeting with y'all. Get a meeting set  
10 up, go down there, whoever, whatever, for the simple reason to  
11 answer some questions and get some confusions out.

12 We still, to this day, someone is calling stuff a tiny  
13 home versus this. The developer, whatever you're going to  
14 call the guy down there doing this, never ever, my  
15 understanding, never mentioned tiny homes. It's a RV park.  
16 We need to, we need to communicate and let people know. And I  
17 want you to come. I appreciate seeing y'all at meetings.  
18 Hope you come to some more. But if y'all will call me or set  
19 up something, I'll be glad to go in the area down there and  
20 meet and answer any questions we can and try to find a better  
21 way to do things. I'm all about that. Ain't none of us  
22 perfect and we've found that in the last few weeks.

23 Mr. Davis's area is getting hit -- slammed very hard up  
24 there about development. And we just don't need every piece  
25 of dirt to be developed if we can't handle the growth. And  
26 that's all over the county. And we're concerned -- I'm just  
27 concerned about what's going on in District 6 as I am in my  
28 own district. Because what's good for one district is good  
29 for all the county. And what's harmful for part of the county  
30 is harmful for all of us. We need to -- I think for the most  
31 part, most council members feel that way.

32 But I do want to, again, put this in the thing and get  
33 back. On another note earlier, the flag lots, I'll be putting  
34 a committee together on the flag lots because I want the staff  
35 to be part of this, council to be part of this, and plus the  
36 people that's going to be affected, the surveyors, about this,  
37 and make sure we can get all -- if nothing else, because what  
38 I'm hearing tonight, for whatever reason, there's been a  
39 misunderstanding, if nothing else, you might not like it, but  
40 I want everybody to understand this is the way it's  
41 interpreted and this is the way it's going to be in Anderson  
42 County.

43 So we can get this worked out. Ain't no right this or  
44 that. We need to be uniform across it and it needs to be  
45 standard and it needs to be consistent how we do things. So  
46 we want to make sure that is that.

47 But I appreciate it. Appreciate you coming out tonight  
48 and appreciate -- I know we're going through some tough times  
49 and we're going to get through this, though, with prayers and  
50 God's help.

1 Thank y'all very much. Meeting will be adjourned.

2

3

**MEETING ADJOURNED AT 8:02 P.M.**



State of South Carolina )  
County of Anderson )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
JULY 7, 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: At this time I'd like to  
2 call the regular Anderson County Council meeting of  
3 July 7th to order. I'd like to welcome each and every  
4 one of you here tonight. Thank y'all for coming and  
5 participating in your local county government.

6 I'm going to go over a few things. It might be  
7 your first council meeting and just want to make sure  
8 we all understand one another. Appreciate everybody  
9 tonight practicing social distancing. Also, there's  
10 two sign-ups. One at the first of the meeting is on  
11 agenda items only. You have three minutes. At the  
12 last of the council meeting you can talk on other items  
13 that's not on the agenda. I hope we treat everybody  
14 here with respect. And let's get along. We might not  
15 always agree. At least we can show respect and  
16 courtesy and get along and act like we're somebody.

17 At the last council meeting it was brought to my  
18 attention after the meeting there was some remarks made  
19 that was insensitive. If I had heard them, I would  
20 have dealt with them then. But I'm going to say right  
21 now that council will not tolerate that tonight.  
22 You'll be asked to leave.

23 Also, this is a county council meeting. We're here  
24 to do the people's business of Anderson County. It's  
25 not a town hall meeting. So don't do cat calls and  
26 hollering back. Please give your attention when people  
27 are up there speaking and let them talk. When it's  
28 your turn they'll show the same courtesy.

29 I hope we don't have no problems. We're going to  
30 get the business done tonight in an orderly fashion.  
31 And if not, you'll be dealt with.

32 Moving on, let the record show that Mr. Graham is  
33 out of town and unable to be here tonight.

34 At this time I'm going to ask Councilman Craig  
35 Wooten if he would lead us in the invocation and pledge  
36 of allegiance. If we'll all rise, please.

37 **INVOCATION AND PLEDGE OF ALLEGIANCE BY CRAIG WOOTEN**

38 TOMMY DUNN: Moving on now to item  
39 number 3, approval of the minutes of the June 18th and  
40 23rd meeting. We haven't received them yet so we can't  
41 approve them until we get them.

42 Be skipping on, next on the agenda is citizens  
43 comments. Again, if you signed up -- and there are  
44 some public hearings some of y'all might be interested  
45 to on this, be coming on down the line. But like I  
46 said, the first time the attorney calls your name, it's  
47 on agenda items only. State your name and district and  
48 address the chair, please. Mr. Attorney.

49 LEON HARMON: Mr. Chairman, the first  
50 speaker is Josh Smith.

1 JOSH SMITH: Thank you, Mr. Dunn. I  
2 wanted to thank the Honorable Mr. Graham who's not here  
3 tonight and our beautiful staff members that we had for  
4 Brett Sanders for their part in the Second Amendment,  
5 getting that together. This is the third and final  
6 reading for that. And I'm looking forward to seeing  
7 that passed, as well. It's a good step in the  
8 direction of immediate stuff.

9 Second, small homes in the state.

10 Third, people worried about a statue. Hopefully we  
11 can worry about a crime rate and drive-bys to solve the  
12 problems now and then worry about that later. It's  
13 been here a hundred years.

14 TOMMY DUNN: Thank you. That's not  
15 on the agenda. Move on. Next, please.

16 LEON HARMON: Next speaker is Linda  
17 Davis.

18 LINDA DAVIS: Good evening. I reside  
19 at 54 William Walker Road, Anderson, South Carolina.  
20 Been there almost thirty years. And I'm speaking in  
21 reference to the rezoning for Centerville Road, 187,  
22 Fants Grove Road and William Walker Road.

23 I'm asking that you hear we, the people. I heard  
24 you state earlier, we, the people. We, the people, do  
25 not want the rezoning. We're concerned about taxes  
26 increase. We're concerned about the traffic and the  
27 noise. And so we're asking that you all take into  
28 consideration our concerns and that you will not  
29 approve the rezoning.

30 We have elderly people that live on William Walker  
31 Road. It's a minority community. It's peaceful and  
32 it's quiet and we love it. And if you bring in the  
33 businesses, the homes that are so closely together,  
34 according to the plans, it's going to create a lot of  
35 noise.

36 And so we're asking that you please take into  
37 consideration we, the people, who are voters, who are  
38 taxpayers, and who are citizens, and that you say no to  
39 the rezoning. Thank you.

40 TOMMY DUNN: Thank you. Next.

41 LEON HARMON: Mr. Chairman, next  
42 speaker is Irene Wheaton.

43 IRENE WHEATON: Hello. Good evening.

44 TOMMY DUNN: Yes, ma'am.

45 IRENE WHEATON: I wanted to come to say  
46 the same exact thing. I live on William Walker Road,  
47 as well, a neighbor. And my concerns is really  
48 practically the same thing. Where we live at is all  
49 seniors. We all been there twenty-five to thirty-five  
50 or more years. And the same thing with traffic and us

1 being in that little development where we're at, it  
2 seems like to me that it would be pushing all the  
3 seniors out, you know, with us that's been living there  
4 for all these many years to try to find another place,  
5 really, to move to go.

6 And I made phone calls while I was outside. And  
7 when I made the phone calls on the little development  
8 that we do have with all the seniors, no one got  
9 anything in the mail. Nobody got no kind of card.  
10 They got nothing.

11 And I made some other phone calls on Burns Bridge  
12 Road, which is combined right around the corner. I  
13 made calls to them. They did not get anything in the  
14 mail. So nobody really knew anything about the meeting  
15 or anything. I didn't even come prepared because I  
16 didn't find out till after 5:00 when somebody had  
17 called to, you know, let me know.

18 And I just feel that that's unfair to us.

19 TOMMY DUNN: Thank you.

20 LEON HARMON: Next speaker is Anna  
21 Haster.

22 ANNA FOSTER: It's Anna Foster. And I  
23 also would like to speak in the public hearing if  
24 possible.

25 TOMMY DUNN: Yes, ma'am.

26 ANNA FOSTER: Really, I just wanted to  
27 request that y'all deny the rezoning of 187 because of  
28 safety hazards, traffic issues. But I have a lot more  
29 to say on that matter, but I guess I need to wait till  
30 the public hearing.

31 TOMMY DUNN: You can do it then or  
32 you can do it now. You've got three minutes.

33 ANNA FOSTER: Do it now? Okay.

34 TOMMY DUNN: I mean that's up to you.

35 ANNA FOSTER: I don't know if I can  
36 squeeze it in.

37 TOMMY DUNN: Just wait till the  
38 public hearing. That'll be fine. Okay?

39 ANNA FOSTER: I'm sorry.

40 TOMMY DUNN: No problem. Yes, ma'am.

41 Next.

42 LEON HARMON: Next speaker is Randy  
43 Jones.

44 RANDY JONES: My name is Randy Jones.  
45 I'm from Cindy Wilson's district, District 7. I'm here  
46 to represent the South Carolina Carry, as well as  
47 Belton Gun Club, and to say that we appreciate all the  
48 work that the county has done for the Second Amendment  
49 Sanctuary Ordinance. And look forward to it passing  
50 tonight. Appreciate your help.

1 TOMMY DUNN: Thank you. Mr. Harmon.  
2 LEON HARMON: Next speaker is  
3 Katherine Farrah.  
4 TOMMY DUNN: I don't understand. I  
5 checked this out today and we could hear fine. But  
6 it's Katherine Farrah. Give me just one minutes; okay?  
7 KATHERINE FARRAH: All right.  
8 JIMMY DAVIS: And if you could get as  
9 close -- there you go.  
10 KATHERINE FARRAH: How's that?  
11 JIMMY DAVIS: You're fine.  
12 TOMMY DUNN: I'm sorry. Go ahead.  
13 KATHERINE FARRAH: Thank you all for  
14 hearing me tonight. My name is Katherine Farrah and  
15 I'm here to speak about the rezoning on Highway 187 and  
16 Fants Grove Road. I've lived there, about a mile and a  
17 half from there, since 1996, and I love the peaceful  
18 nature of the area and have had the opportunity to move  
19 away a couple of times but chose to stay because of the  
20 peaceful nature. And I hope that you all will hear us  
21 when we say that we would like to keep the peaceful  
22 nature. If you will please vote to keep the R-20 as it  
23 is. Thank you very much.  
24 TOMMY DUNN: Yes, ma'am. Thank you.  
25 Next, Mr. Harmon.  
26 LEON HARMON: Next speaker is Grayson  
27 Buckner.  
28 TOMMY DUNN: Mr. Buckner, do you want  
29 to speak? You abstain, okay. Next.  
30 LEON HARMON: Next speaker is Chris  
31 Heelwagen.  
32 TOMMY DUNN: Okay.  
33 LEON HARMON: Next speaker is Jamie  
34 McCutchen.  
35 TOMMY DUNN: Okay.  
36 LEON HARMON: Next speaker, Alex  
37 Dmyterko.  
38 TOMMY DUNN: You go right ahead. If  
39 you'll just state your name and where you're from. And  
40 I'm listening.  
41 ALEX DYMTERKO: Alex Dymterko from  
42 Greenville, South Carolina. I am the petitioner and  
43 developer for the Welpine Road rezoning. We appreciate  
44 the support in our first reading of the five nothing  
45 vote. I'm here available to answer any questions  
46 should any come up during the course of the evening.  
47 TOMMY DUNN: Thank you. Mr. Harmon.  
48 LEON HARMON: Next speaker is  
49 Elizabeth Fant.  
50 TOMMY DUNN: You ain't got to get

1 that close, Ms. Fant. I promise they can hear you.  
2 They've got people back yonder. That's what that tape  
3 is there for. You ain't got to get that close. Just  
4 speak up. They'll hear you. I promise.

5 ELIZABETH FANT: Elizabeth Fant, District  
6 3. I'm speaking on the Welpine development and also  
7 the RV park.

8 Anderson is such a nice town and we have room to  
9 spread out and not be on top of each other. Both of  
10 these things I think are a hindrance to the well being  
11 and the friendliness of a community. I don't want to  
12 see us so stacked on top of each other. In the past  
13 year we've had many, many developers wanting to put a  
14 whole lot of houses on a small acreage of land. People  
15 do not get along that way. So I want you to really  
16 reconsider.

17 And I don't think the RV park, at all, is a good  
18 idea.

19 TOMMY DUNN: Next, Mr. Harmon.  
20 LEON HARMON: Next speaker is James

21 Allen.

22 JAMES ALLEN: Is this one on gun  
23 control?

24 TOMMY DUNN: You can talk about  
25 anything that's -- it's on the agenda so you can talk  
26 about it. You've got three minutes and address the  
27 chair, please. State your name and district, where  
28 you're from.

29 JAMES ALLEN: James Allen from  
30 Anderson, South Carolina. And this is standing up to  
31 how I feel about gun control.

32 I had a lady call me the other night and told me to  
33 come by her house first thing in the morning. She  
34 rents from me. Her house is shot up. Bullets through  
35 the windows to the back. Terrified. She said I was by  
36 myself. I generally have my grandchildren here, but I  
37 was by myself. Had no way of protecting myself. I  
38 called the police department. They did come out. Took  
39 a few minutes to get here, but said they did come out.  
40 But they done drove by. They stopped in front of her  
41 house and just starting shooting. No way to protect  
42 herself. Like I said, the police did get there. But  
43 they had broke her door down -- she said, if they come  
44 back and break my door down, what do I do? I said,  
45 ma'am, I don't know. I can't tell you what to do. But  
46 get some way of protecting yourself. Something to  
47 protect yourself. That's all I told her. Protect  
48 yourself somehow another.

49 Our church, Evergreen Street, 1305, go by it.  
50 You'll see our front door shot up. Our fellowship we

1 built, took us a long time to save the money. Bullet  
2 holes through it. I've got a concealed weapon. I  
3 don't tote it to protect myself as much as I do my  
4 grandchildren and my children. Our church. We have  
5 somebody at the front door, back door, bottom door  
6 watching, along with cameras.

7 Y'all all know, everybody's heard about what goes  
8 on at some churches. They walk in. This is not to  
9 show out. I don't carry a gun to show out. I don't  
10 want to do that. I'm not that type of person. I do it  
11 for one reason from what my daddy taught me a long time  
12 ago. You shoot a gun -- two times you shoot a gun.  
13 One for food. The second is to protect your family  
14 only. And that's the way I feel. And I hope they  
15 never, ever consider about taking the only way that we  
16 can protect ourselves. Especially people that's not in  
17 the city. It may take the law a little bit longer to  
18 get there. When we called that time, of course, it had  
19 done happened. They had done shot the church and  
20 pulled off before we found out about it.

21 A man was killed right across the street from the  
22 church. And it's just an ongoing thing. I wish to  
23 Lord God we didn't have to have them. I do. I wish  
24 everybody was Christians and everybody got along and  
25 loved one another. But until that happens, we need  
26 some way of protecting our family.

27 **APPLAUSE**

28 TOMMY DUNN: Mr. Harmon.

29 LEON HARMON: Mr. Chairman, next  
30 speaker is Rich Bennett.

31 TOMMY DUNN: Wait till the next time?  
32 Okay. I got you. Next.

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

35 TOMMY DUNN: Thank you, Mr. Harmon.

36 Moving on to item number 5(a), reading of -- third  
37 reading of ordinances. First is 5(a), 2020-005, an  
38 ordinance authorizing the execution and delivery of a  
39 special source revenue credit agreement by and between  
40 Anderson County, South Carolina and Tactical Medical  
41 Solutions, LLC, with respect to special source revenue  
42 credit to be applied against fee in lieu of tax  
43 payments related to certain investments in the county.

44 Mr. Burriss Nelson, would you like to add anything  
45 and sort of give a little bit for the people out here  
46 that don't know what's going on?

47 BURRISS NELSON: Yes, sir, Mr. Chairman.  
48 This is a company, Tactical Medical, that is expanding  
49 their operation and they're going to manufacture -- the  
50 reason it's called Robo -- they're going to manufacture

1 a medical robot that will be used in training nurses.  
2 It will actually have a heartbeat, respiration, blood  
3 pressure, all of those things. And they can imitate  
4 wound repair, wound care. All kinds of things with  
5 this. And it's a very expensive piece of equipment.

6 This company will be paying an average wage,  
7 twenty-one new jobs, thirty-seven dollars and seventy-  
8 three cents an hour. Annual payroll is 1.5 million  
9 dollars. Property tax in the first year on the new  
10 expansion will be about thirty-two thousand dollars a  
11 year. And the community impact, first year, is 4.1  
12 million dollars. And over a twenty-year period,  
13 nineteen million dollars.

14 This comes to council as a recommendation from  
15 staff and the advisory board. Thank you, sir.

16 CRAIG WOOTEN: Mr. Chairman.

17 TOMMY DUNN: Mr. Wooten.

18 CRAIG WOOTEN: I abstained from this  
19 vote, I think in second reading. It was a while back.  
20 I worked for this company for seven years while I was  
21 on council, so I thought it would be appropriate to  
22 abstain.

23 TOMMY DUNN: Okay. We're going to  
24 have a public hearing. You're welcome to sit in here  
25 before we take the vote. Whatever you want to do.  
26 Okay?

27 CRAIG WOOTEN: It don't matter.  
28 Whatever is proper.

29 TOMMY DUNN: Either way will be fine.  
30 Whatever you want to do.

31 At this time we're going to go into a public  
32 hearing on this matter. Anyone wishing to speak to  
33 this matter, please step forward, state your name and  
34 district, address the chair, please. Anyone at all?

35 Seeing and hearing none, public hearing will be  
36 closed. Let the record show Mr. Wooten has abstained  
37 from voting. Do we have a motion to put this on the  
38 floor?

39 BRETT SANDERS: So moved.

40 CINDY WILSON: So moved.

41 TOMMY DUNN: Motion Mr. Sanders;

42 second Ms. Wilson. Any discussion?

43 JIMMY DAVIS: Mr. Chair.

44 TOMMY DUNN: Mr. Davis.

45 JIMMY DAVIS: I just want to take just  
46 a quick few seconds to explain to the people out here,  
47 your county is hard at work for you, and our Economic  
48 Development Department is led by Mr. Burriss Nelson is  
49 out there and we see great opportunities in businesses  
50 and expanding in Anderson County. And this is a great



1 opportunity for us. Twenty-one new jobs with a high  
2 rate of pay with health insurance. And a community  
3 impact of 4.1 million dollars the first year.

4 So this is a great example of how hard Anderson  
5 County Economic Development is working to better the  
6 lives of the communities and the people of Anderson  
7 County. Thank you, Mr. Chair.

8 TOMMY DUNN: Thank you, Mr. Davis.  
9 Anyone else?

10 CINDY WILSON: May I?

11 TOMMY DUNN: Ms. Wilson.

12 CINDY WILSON: This is another one of  
13 our local success stories. This is a young man who  
14 came out of the military, having been a medic, and he  
15 had to improvise on the battlefield to stop bleeding  
16 and deal with horrific wounds. And he came up with a  
17 lot of things that he was soon shipping to his former  
18 comrades in the field. And he has made a living doing  
19 it now that he's back stateside and brought a lot of  
20 good jobs to the county. And it's so nice to have a  
21 local person do well. Thank you.

22 TOMMY DUNN: Thank you, Ms. Wilson.  
23 Anyone else? All in favor of the motion show of hands.  
24 All opposed like sign. Show the motion carries  
25 unanimously.

26 Ask Mr. Wooten if he would come back in and join  
27 us.

28 BURRISS NELSON: Thank you for your  
29 support, sir.

30 TOMMY DUNN: Thank you, Mr. Nelson.

31 Moving on now to item number 5(b), ordinance 2020-  
32 008. Chairman Graham chairs this committee and is  
33 unable to be here tonight. Business out of town. So  
34 I've asked Councilman Sanders who is on that committee  
35 if he'll introduce this.

36 BRETT SANDERS: Yes, sir. Thank you,  
37 Mr. Chairman. I left my glasses in the car running in  
38 from the rain. Let's see.

39 This is an ordinance to amend the code of  
40 ordinances, Anderson County, South Carolina, by adding  
41 Article X to Chapter 42 Titled Second Amendment  
42 Protection.

43 And I would just like to thank the Sheriff's  
44 Department for working on it, Mr. Harmon for allowing  
45 us -- or sharing some of his expertise and advice with  
46 us, the members of the committee. And I look forward  
47 to working on anything that protects our constitutional  
48 rights of our forefathers. I thank you, sir.

49 TOMMY DUNN: Thank you, Mr. Sanders.

50 At this time we'll be going into a public hearing.

1 Anyone wishing to speak on this matter, please step  
2 forward, state your name and district and address the  
3 chair, please. Anyone at all.

4 Ma'am, you ain't got to -- ma'am, I promise you,  
5 you can sit back there and make yourself comfortable  
6 and that mic will pick you up.

7 JUDITH POLSON: I have a soft voice.

8 TOMMY DUNN: Okay.

9 JUDITH POLSON: I'm Judith Polson. I'm  
10 from District 1. As a matter of fact, I'm running for  
11 the State Senate in District 3.

12 Now, guns are useful in a lot of ways, but we have  
13 too many. We have -- they're the bane of the world.  
14 They cause so much harm. They're too easy to get. Any  
15 fool can get a gun. Any young person can get a gun.  
16 And the last thing we should do is make this a place, a  
17 safe haven, for guns.

18 Everyone knows someone who's been shot and killed  
19 by a gun. Many kids get killed by guns that got in the  
20 wrong hands. My cousin lost a toddler this way. She  
21 has no grandchildren now. Guns can get picked up by  
22 someone that is not supposed to have them. They're not  
23 kept up right.

24 And you know that many of us also have family  
25 members who are emotionally fragile. We shouldn't have  
26 a gun in our house because of this. We need to have  
27 guns -- less guns; not more. We don't need guns to be  
28 so easy to acquire.

29 One of my students at Westside High School was in  
30 the tenth grade and killed himself with a gun over a  
31 girl.

32 What kind of community do we want? One that's full  
33 of guns? That's not the way, people.

34 TOMMY DUNN: Anyone else? Anyone?  
35 Come on up.

36 RAY BROCK: Mr. Dunn, council  
37 members, I'm Ray Brock. I live in District 2. I would  
38 like to personally thank y'all for your attention to  
39 supporting and recognizing the Second Amendment rights  
40 of all Americans as they were intended by our  
41 forefathers and our founding fathers. And they saw a  
42 need to recognize the safety and security of firearms.  
43 Not just so they could hunt, but to protect their  
44 rights. Because they had just come out of a revolution  
45 and they fought that because one of the reason the  
46 British wanted to confiscate their weaponry, their only  
47 means to overthrow an oppressive government and to gain  
48 their freedom. But we all know this. Or most of us  
49 know this. But I just wanted to thank y'all. And I  
50 appreciate it.

1 TOMMY DUNN: Thank you. Anyone else?  
2 Yes, sir.

3 RUSSELL RAMSEY: Russell Ramsey of  
4 District 1. Councilwoman Floyd asked many times when  
5 we were discussing this Second Amendment Ordinance, she  
6 didn't understand why we needed it.

7 BRETT SANDERS: Could you step up just a  
8 little bit. You keep turning your head. I can't hear  
9 you, sir. I'm sorry.

10 RUSSELL RAMSEY: I'm sorry. Councilwoman  
11 Floyd asked many times when we were discussing the  
12 Second Amendment Ordinance that she didn't understand  
13 why we needed it, because she had a gun, she had a  
14 concealed weapons permit. You just heard why we need  
15 it. The lady over here thinks we don't need it. I  
16 don't care what she thinks. It's my right to own a gun  
17 and protect my family. And I will continue to do that.  
18 And I thank everyone on this council for allowing us to  
19 do this. Thank you.

20 TOMMY DUNN: Anyone else?

21 **APPLAUSE**

22 TOMMY DUNN: Calm it down, please.  
23 Anyone else?

24 TONYA WINBUSH: My name is Tonya  
25 Winbush. I'm in District 1. And I just want to speak  
26 up for gun owners, gun rights, Second Amendment. Yes,  
27 I'm a veteran also, combat veteran, fifteen years in  
28 the Army. And I do own guns. I do have a concealed  
29 weapons license. But the only issue that I have is the  
30 -- the implication of being a sanctuary county may  
31 mean. It may mean that people who don't want to abide  
32 by the law can come here to actually do things that  
33 they shouldn't do with guns. And so that being the  
34 case, I didn't see anything in the ordinance that says  
35 that people who actually are criminals who don't need  
36 to have a gun should be able to hide from being  
37 prosecuted because we're a sanctuary county.

38 Where are we going to stop people who are criminals  
39 because they are -- and everybody knows, South Carolina  
40 is number one, number two, for domestic violence. And  
41 if you are able to beat someone to a pulp and you need  
42 your weapon confiscated, you can't say, oh, well, I'll  
43 go to Anderson County so I know that I don't have to  
44 get my weapon confiscated.

45 It's not a full proof legislation. It's not full  
46 proof law, but somehow, somehow, we have got to be able  
47 to make sure that we regulate gun ownership to the  
48 point to where we're not trying to take people rights,  
49 but we have to regulate because we have so much gun  
50 violence, so much unnecessary killing, so much

1 unnecessary dying.

2 Yes, some people do have wrong intentions, and yes,  
3 we do have a lot of criminals that own guns. But the  
4 law abiding citizens that are -- have the right to have  
5 their weapons -- we still have that right until you do  
6 something wrong. If you're on the wrong side, if you  
7 have committed a crime, then should you necessarily  
8 have a right to bear arms. That's what's in question.  
9 I know if I go and do something that I shouldn't do and  
10 I break the law and I get my weapon confiscated, then  
11 that's not on the law. That's on me and that's on my  
12 behavior.

13 **APPLAUSE**

14 TOMMY DUNN: Hold it down,  
15 please. Anyone else?  
16 BRETT SANDERS: Very back, sir.  
17 TOMMY DUNN: Step on up.  
18 TERRY ALLEN: First of all I'm  
19 going to say it's good to be here to hear all you  
20 people and to listen to what people have to say.

21 But as far as the ---  
22 TOMMY DUNN: If you would, sir,  
23 just state your name for the record and where you're  
24 from.

25 TERRY ALLEN: I'm Terry Allen.  
26 I'm sixty-seven years old. I've been living in  
27 Anderson County all my life. I was trained and brought  
28 up how to use a gun. If a gun is laying somewhere  
29 locked up or out, it doesn't hurt anyone until someone  
30 picks it up. As long as that gun is laying there with  
31 good intentions to protect a home. I was brought up to  
32 protect a home. And until we in our minds decide we're  
33 going to do bodily harm to someone and we take that  
34 upon ourselves to go get that weapon, then it's our  
35 blame. It's not the gun to blame.

36 And I do have a concealed permit. I do assist a  
37 SLED agent with the CWP classes. And so we're taught  
38 unless you're going to use that gun leave it where it's  
39 at. And never put yourself in a position where you're  
40 misusing, misrepresentation yourself. Because once you  
41 get a bad sheet on using your gun unlawfully, that is  
42 on your record forever. And it will be there  
43 documented through the South Carolina Law Enforcement  
44 Division, which I support all men and women in law. I  
45 support our military. I support all our law  
46 enforcement.

47 So I don't care to hear people say do away with our  
48 law enforcement. I think we need to strengthen our law  
49 enforcement. Go back to two per car like we used to  
50 have because we're outnumbered. Our population has

1 grown. We're outnumbered.

2 So the only way we can protect our self is if it  
3 takes a weapon to do that in your home, so be it.  
4 We've got dogs that comes over to our house. Attacks  
5 me all the time. I run in the house. And they tell me  
6 I can't shoot the dog. But I mean a dog comes inside  
7 of my home still trying to bite me and I still don't  
8 have the right to shoot the dog.

9 But my goal is here, folks, unless we pick that gun  
10 up, that gun cannot do anybody any harm. And the  
11 parents should not say -- come on television and say my  
12 three year old went to a drawer and picked up a gun and  
13 he shot his self or shot one of them. Now, parents  
14 ought to have enough gumption about them to keep their  
15 weapons locked up. And we know where they're at if we  
16 need them. But no child needs to be able to get a hold  
17 a gun. And I thank you for that, sir.

18 TOMMY DUNN: Next. Anyone else?

19 **APPLAUSE**

20 TOMMY DUNN: Haven't you done  
21 spoke, Mr. Jones? All right. You done spoke. Anyone  
22 else? Come on up.

23 GRISHAM BUCKNER: My name is Grisham  
24 Buckner. I'm in District 4. I have a friend that's  
25 from Australia. And she gave me a little history  
26 lesson. She's traveled all around like I have. And  
27 she said in America we have one thing that no other  
28 country has. Every country has a Constitution. We  
29 have a Bill of Rights. You start pecking away at it,  
30 where there's First Amendment, where there's guns,  
31 where there's assembly, you start pecking at it  
32 everybody -- you open up a hole and everything starts  
33 to fall apart.

34 There's a lot of responsibility involved here. But  
35 keep your hands off what should be left alone. If  
36 people are too stupid and too irresponsible to maintain  
37 their arms where a child can't get to them, then that's  
38 -- those are the people who should be held responsible;  
39 not the people in here on gun ordinance. Thank you.

40 TOMMY DUNN: Thank you. Anyone  
41 else? Anyone?

42 ELIZABETH FANT: Elizabeth Fant. It  
43 is our right to own guns. And it is our responsibility  
44 to own them in a responsible way to where things don't  
45 happen.

46 But we have a problem. And that is that people who  
47 break into pawn shops, homes, whatever, are often  
48 looking for weapons. Somebody may break into your  
49 house and get your handgun, your rifle, whatever. It's  
50 not registered. We have no way of knowing who has it.

1 And these -- this is the element that causes us so much  
2 trouble.

3 One of the last years when I was teaching, one of  
4 my students who was fifteen years old was living with  
5 his grandmother. And unbeknownst to her, he was  
6 sneaking out at night to hang around with another group  
7 of young'uns. Well, the child wasn't real -- I won't  
8 say real bright, but didn't have anybody really to talk  
9 to about things and so gang members on the other side  
10 told him that if he didn't get a gun and shoot this  
11 other gang member, that that gang member was going to  
12 come over and shoot his sister. What did he do? He  
13 did just what the gang members asked him to do and he  
14 went and shot the person. And he's now still in jail.

15 You can't -- there's a element out here where we're  
16 never going to be able to take up all the guns, even if  
17 you wanted to. But when you take it away from the  
18 responsible people, the ones who are protecting their  
19 loved ones and their turf, that just leaves the guns in  
20 the people's hands who shouldn't have them from the  
21 get-go. And we can't have that. So I'm glad you're  
22 doing the Second Amendment.

23 TOMMY DUNN: Mr. Jones, I  
24 apologize. You haven't spoke on this public hearing.  
25 You're more than welcome to speak. You spoke the first  
26 go-around. I apologize. You've got a right to speak  
27 at the public hearing on this.

28 RANDY JONES: Thank you. My name  
29 is Randy Jones from District 7.

30 Just wanted to just reiterate what was spoke  
31 earlier about -- this is really about doing things that  
32 are going to ensure that in Anderson County that we're  
33 going to be protected for our Bill of Rights. Our  
34 Constitution and Bill of Rights are important things.  
35 There's never been a time like we're seeing just in the  
36 last few weeks where we've seen places in this country  
37 where that's not been honored and those rights have  
38 been taken away from individuals. And we're seeing the  
39 kind of disaster that's occurring in those locations.

40 So I appreciate Anderson County, our council, our  
41 local Sheriff, for standing up and saying, we want to  
42 do everything we can to make sure that that doesn't  
43 happen in Anderson County.

44 So I appreciate the efforts and I just -- I hate  
45 that there's not more people to understand that -- what  
46 these Bill of Rights mean to us. They're not granted  
47 by our government. These are things that are --  
48 they're things that we have that we're protected  
49 against our government. So everything that we can do  
50 to protect that is going to be critically important. I

1 appreciate your support and hope it'll pass tonight.

2 TOMMY DUNN: Thank you. Anyone  
3 else?

4 DAKOTA MURRAY: My name is Dakota  
5 Murray. I'm from Anderson. I'm really not here for  
6 the gun rights today, but since it's been brought up, I  
7 thought I'd go ahead and share my opinion.

8 We all talk about gun violence and I feel like that  
9 creates a stereotype. Violence is violence whether  
10 it's from a gun or a knife or somebody hit and run.  
11 You take away a gun, if somebody wants to kill  
12 somebody, of course, that's a horrible thing and if  
13 anybody has had that happen to them whether it be  
14 suicide or homicide, I'm extremely sorry. But taking  
15 away the rights to firearms, you know, is completely  
16 going against the Second Amendment. It isn't going to  
17 solve anything because if somebody is that violent and  
18 that vile, there's just going to find another way to do  
19 it.

20 We always like to talk about how many lives were  
21 taken by guns, but if you look at the CDC website,  
22 between five hundred thousand and three million lives  
23 are saved, and it's really hard to calculate just  
24 because we don't know how many lives are actually saved  
25 or how many people are deterred from violent forces  
26 just from seeing somebody carrying a gun with a  
27 concealed weapons permit.

28 So I just kind of want to get rid of the stereotype  
29 of gun violence because we don't say knife violence; we  
30 don't say hit and run violence. We just call it  
31 violence. So it's kind of like an agenda to say gun  
32 violence instead of just calling it what it is, which  
33 is violence. So thank you.

34 TOMMY DUNN: Thank you. Anyone  
35 else? Public hearing will be closed. Do I have a  
36 motion on the floor?

37 BRETT SANDERS: So moved.

38 CINDY WILSON: Second.

39 TOMMY DUNN: Motion Mr. Sanders;  
40 second Ms. Wilson. Any discussion?

41 JIMMY DAVIS: Mr. Chair.

42 TOMMY DUNN: Mr. Davis.

43 JIMMY DAVIS: Thank you, Mr.

44 Chair. I just want to say a few comments.

45 I am very proud of our county tonight. I'm very  
46 thankful and proud of Chairman Ray Graham and  
47 Councilman Brett Sanders for leading this committee.  
48 There were several citizens that had input. Our county  
49 attorney, Mr. Leon Harmon, made sure that things were  
50 done right and in a legal way. And last, but not

1 least, I want to thank Sheriff Chad McBride who also  
2 contributed to this ordinance that we're reading  
3 tonight. And I'm very appreciate to the Sheriff for  
4 being a part of that and having input on it.  
5 I'm a proud supporter of the Second Amendment and  
6 the protection of our rights. I'm a lifetime member of  
7 Belton Gun Club. I'm a proud member of the NRA. And  
8 I'm thankful that tonight we will see Anderson County  
9 become a Second Amendment Sanctuary County.

10 Thank you, Mr. Chair.

11 TOMMY DUNN: Thank you, Mr.

12 Davis. Anyone else?

13 I'd just like to say in closing I want to  
14 reiterate, I want to thank the committee and the  
15 council members, the Sheriff, our attorney. I want to  
16 thank the citizens for -- that served on this committee  
17 that got us where we're at today. I want to thank  
18 y'all, the public for being here, and putting y'all's  
19 input on both sides of the issue. That's what makes  
20 good government.

21 All in favor of the vote ---

22 GRACIE FLOYD: Mr. Chair.

23 TOMMY DUNN: Yes, ma'am.

24 GRACIE FLOYD: I would like to

25 make a comment.

26 TOMMY DUNN: Go ahead.

27 GRACIE FLOYD: Thank you. I think

28 I've told y'all this before ---

29 TOMMY DUNN: Speak into the mic,

30 Mr. Floyd. We can't hear you.

31 GRACIE FLOYD: I think I've told

32 y'all this before, that I am a carrier. I am a -- I  
33 have my whatever you call it thing that allows you to  
34 carry a gun. I have one of those; okay. But I heard  
35 it all from the back.

36 Now, I don't care -- I don't care what you say  
37 about me, just like you don't care what I think, but I  
38 will fight for the right for you to say it. And I will  
39 do anything I can to make sure you have a chance to say  
40 it. We don't have to agree. Thank you.

41 TOMMY DUNN: All in favor of the

42 vote show of hands. All opposed. Show the motion

43 carries with Mr. Davis, Mr. Sanders, Mr. Dunn, Mr.

44 Wooten and Ms. Wilson in favor and Ms. Floyd opposes.

45 Moving on.

46 **APPLAUSE**

47 TOMMY DUNN: Keep it down,

48 please.

49 Moving on to item number 5(c), 2020-009, an  
50 ordinance authorizing the execution and delivery of



1 certain agreements by and between Anderson County,  
2 South Carolina and Sargent Metal Fabricators,  
3 Incorporated and Bailtuck, LLC whereby under certain  
4 conditions, said companies will acquire, by  
5 construction and purchase, certain property in Anderson  
6 County and create certain jobs in Anderson County and  
7 will execute amendments to certain fee in lieu of tax  
8 agreements and special source revenue agreements and  
9 provide certain economic development inducements and  
10 enact certain further legislation for said companies,  
11 Project MIT involving an expected nine million five  
12 hundred thousand dollar investment and create an  
13 expected fifty jobs in the county. Mr. Nelson.

14 BURRISS NELSON: Mr. Chairman, thank  
15 you. MIT and Sargent Metal and Industrial Coaters,  
16 they're expanding fifty jobs and 9.5 million dollars in  
17 capital investment. Fifty jobs with an annual -- with  
18 an hourly salary of seventeen twenty-five, generating  
19 an annual payroll of 1.725 million dollars each year.  
20 MIT is currently -- is current with its capital  
21 investment and jobs creation from previous projects and  
22 is certainly up to date with its current property tax.  
23 And is bringing to us an opportunity for great jobs.

24 There was a press release that you should have in  
25 the back of your packet of your document from -- a  
26 press release from the governor's office on Tuesday --  
27 last Thursday, July 2nd.

28 But this project is presented to council for  
29 consideration and comes with a recommendation from  
30 staff and the Economic Development Advisory Board.

31 TOMMY DUNN: Thank you, Mr.  
32 Nelson. At this time we're going to go into a public  
33 hearing. Anyone wishing to speak on this matter,  
34 please step forward and state your name and district  
35 you live in and address the chair, please. Public  
36 hearing. Anyone at all. Seeing and hearing no one,  
37 the public hearing will be closed. Do we have a motion  
38 to move this forward?

39 JIMMY DAVIS: So moved.

40 CINDY WILSON: Second.

41 TOMMY DUNN: Motion Mr. Davis;  
42 second Ms. Wilson. Now discussion.

43 CINDY WILSON: May I real quick?

44 TOMMY DUNN: Ms. Wilson.

45 CINDY WILSON: This is another  
46 home grown company that's been here for a long time and  
47 they've consistently added more and more employees and  
48 more and more manufacturing. We're very blessed to  
49 have home grown family-owned businesses because we all  
50 know that small businesses in this country generally

1 hire the most people collectively. So we're blessed to  
2 have these companies in our county. Thank you.  
3 TOMMY DUNN: Thank you.  
4 Ms. Floyd.  
5 GRACIE FLOYD: Mr. Burriss -- Mr.  
6 Burriss Nelson, at one time did we hear, or am I  
7 mistaken, I'm asking a question because I don't know  
8 now. Okay? But did we say at one time that they were  
9 going to have more jobs than fifty?  
10 BURRISS NELSON: Well, they have  
11 currently over a hundred jobs that they're maintaining.  
12 This is the second expansion. You know, we did an  
13 expansion for them about four years ago. And they  
14 continue to grow. This is an eighty thousand square  
15 foot expansion of their current building and will add  
16 an additional fifty jobs.  
17 GRACIE FLOYD: Okay. But at one  
18 time did we hear that they were going to add more than  
19 fifty jobs?  
20 BURRISS NELSON: Not to my ---  
21 GRACIE FLOYD: It has always been  
22 fifty jobs?  
23 BURRISS NELSON: Not to my  
24 knowledge, on this project.  
25 GRACIE FLOYD: Now what's not to  
26 your knowledge. Have they always said fifty jobs?  
27 That's what I'm asking.  
28 BURRISS NELSON: Yes, ma'am.  
29 GRACIE FLOYD: And how much money  
30 are they getting out of this?  
31 BURRISS NELSON: There's a SSRC  
32 multi-county park agreement ---  
33 GRACIE FLOYD: Uh-uh, no, no, no,  
34 no. No, no, no, no, no, let's not do SSRC. Let's say  
35 what SSRC is because a lot of people don't know, and I  
36 don't know either.  
37 BURRISS NELSON: Special Source  
38 Revenue Credit.  
39 GRACIE FLOYD: Okay. All right.  
40 Now, ---  
41 BURRISS NELSON: And that special  
42 source revenue credit allows them a discount of  
43 property tax of sixty percent for the first five years.  
44 GRACIE FLOYD: Okay, now, it says  
45 the company's nine million five -- okay, 9.5 million  
46 investment will increase -- will create fifty new jobs.  
47 BURRISS NELSON: That's right.  
48 GRACIE FLOYD: Okay. So is this  
49 money coming from the, from the federal government?  
50 This money is coming from where?

1                   BURRISS NELSON:                   Well, they have  
2 cash of their own and will borrow money from various  
3 lenders and banks.

4                   GRACIE FLOYD:                   Okay. Is this part  
5 of the opportunity zone money?

6                   BURRISS NELSON:                   To my understanding  
7 they did not apply for an opportunity zone grant or  
8 application.

9                   GRACIE FLOYD:                   Oh, good. So --  
10 all right. Good. Thank you.

11                   TOMMY DUNN:                   Any more  
12 discussion? All in favor of the motion show of hands.  
13 Opposed like sign. Show the motion carries  
14 unanimously.

15                   Moving on to item number 5(d), 2020-011, an  
16 ordinance declaring a moratorium for six months on the  
17 issuance of approvals of development permits for  
18 recreational vehicles, that's RV, parks and tiny home  
19 subdivisions in Anderson County. Ms. Floyd.

20                   GRACIE FLOYD:                   Thank you.

21                   I know most of you have heard now about the RV  
22 park. It's -- I don't even know how to get started.  
23 I'm asking the council tonight to please pass a third  
24 reading that we can have a moratorium on the park. The  
25 moratorium will give us more time to figure out what  
26 happened. What happened. This came up in November of  
27 last year and they sent me nothing. They sent me a  
28 sheet of paper with the moratorium on it, that they  
29 were going to have them -- this thing coming up. And  
30 it didn't say what district. It didn't say anything.  
31 No district. Just an RV park is coming.

32                   The second page had the agenda on it for that  
33 meeting which was going to be held in November the  
34 12th. It, too, didn't have anything on it about what  
35 district it was. After that the third sheet had  
36 November the 12th at the top. And on November the 12th  
37 they had District 2 was going to be on it.

38                   I had never been to a meeting for that because  
39 nobody ever put anything in my district. And when they  
40 finally did, it scared me to death. I didn't know what  
41 they were talking about. But they put it on there  
42 anyway.

43                   Of course, I have complained about that. And the  
44 Director of the department tells me, well, they've  
45 changed it now or they're going to change it now.  
46 They're going to start putting the date on there. But  
47 other things happened that wasn't right. I only have  
48 five minutes to tell you about it, and I can't do it in  
49 five minutes. But I'm going to tell you one thing, it  
50 wasn't right. And while I was waiting back there I

1 heard you talking about the Centerville -- any more  
2 Centerville people in here? All of them gone; right?  
3 But anyway, Centerville, you better watch out. You  
4 better watch out. They've got four opportunity zones  
5 they're calling them. It's not an opportunity for  
6 you. It's an opportunity for them. They're going to  
7 come over in this district and they're going to take  
8 these people's community from them. They're going to  
9 put up one hundred one day and ninety the next day.  
10 But today they're putting up one hundred little tiny  
11 houses on wheels. On wheels.

12 Do you want that in your backyard? They don't  
13 either. They don't either. But they don't seem to  
14 have a chance.

15 There's another way to do it. It's being done in  
16 District 4. The people there are putting in a  
17 subdivision. And before they came to Anderson they got  
18 in touch with the county council person who worked with  
19 them and talked with them. And then they had a meeting  
20 with the people of that community. And the people had  
21 a chance to express how they feel about this  
22 subdivision coming in. Then they had another meeting  
23 with this company.

24 But District 2, poor ole District 2 didn't get that  
25 opportunity. What they did to us is say, wham, here it  
26 is. You've going to have a RV park, a little tiny RV  
27 park.

28 One time it was one family; the next time we looked  
29 around it was for two families. It's going to be on  
30 wheels. The law says you can't put an RV on wheels  
31 permanently. But what does that have to do with it?  
32 I've been fighting for this now since February. They  
33 called me about it -- they voted on it in February on  
34 the first reading.

35 Now up here on county, before we can do things we  
36 have to have three readings before it passes. But they  
37 did it on the first reading and passed it.

38 Now we're facing an RV community park around people  
39 who have almost paid for their homes and been there for  
40 a long time and are in a system where they're getting  
41 ready to retire if they haven't already retired. But  
42 look what they're facing. And then they told us in ten  
43 years they're going to sell the RV homes. Who they  
44 going to sell it to? Who's going to want it? You  
45 know.

46 Council members, I'm asking you, please pass the  
47 third reading so that District 2 and its community  
48 members and others will have an opportunity to fight  
49 this thing. To work this thing. To get the truth  
50 about these things.

1 Here we heard that they don't have any water.  
2 They're not going to get water. Today I heard, oh,  
3 yeah, we're going to get water. Nobody knows what to  
4 think.

5 Now, it can happen to you. They have one coming up  
6 on Belton Highway. They have one coming up on Whitner  
7 Street. And they have one planned for Centerville.  
8 But you know, I don't know. I'm just, I'm just a voice  
9 crying in the night to tell you you've been gone away  
10 too long. You are not coming to the meetings to hear  
11 what they can do to you. You need to be aware.

12 Council members, I'm asking you to please vote with  
13 me. Your homes, your situations, are secure. You  
14 don't live in District 2. Some of you live in really  
15 nice districts. But give others a chance to have the  
16 opportunities that you have. Thank you.

17 TOMMY DUNN: That's time. We'll  
18 be going into a public hearing on this issue. Anyone  
19 wishing to speak to this matter, please step forward,  
20 state your name and district and address the chair,  
21 please. Anyone? Anyone at all?

22 MICHELLE BURTON: My name is Michelle  
23 Burton and I saw you guys last time. And we're coming  
24 again asking for a moratorium for us to be able to have  
25 at least six months. I think everyone pretty much kind  
26 of agreed that there's been some mishandling of this  
27 situation. We could point fingers. However, there's  
28 always fingers that's being pointed back at yourselves.  
29 I mean, that's just common sense.

30 So what we are asking, though, is to please allow  
31 us to have that six month moratorium to see if we have  
32 a leg to stand on. Possibly -- we were told maybe  
33 appeals. Then we were told maybe we don't have any  
34 rights to appeals because this happened in November.  
35 But we would appreciate some time so that we can see  
36 where we can go forward. Thank you.

37 TOMMY DUNN: Thank you. Anyone  
38 else? Anyone else at all? Seeing and hearing none the  
39 public hearing will be closed.

40 Ms. Floyd, did you put a motion on the floor?

41 GRACIE FLOYD: I move that county  
42 council vote to put a -- on the third reading to put a  
43 moratorium on the floor which would give us time to  
44 work through this situation that we are in. And I ask  
45 that you consider voting for it.

46 TOMMY DUNN: Do we have a  
47 second? I second it. Open the floor up for  
48 discussion. I'll start it off. I just want to make  
49 ---

50 CINDY WILSON: May I, Mr.

1 Chairman?

2 TOMMY DUNN: Yes, ma'am.

3 CINDY WILSON: Our Planning and  
4 Public Works Committee met recently and we've been  
5 informed that we do have definitions of the tiny homes,  
6 the RVs, the RVs on wheels, mobile homes, modular,  
7 stick built. So we already have all of those  
8 definitions in place in our Codes of Ordinances.

9 It appears that this particular project has already  
10 been permitted. It's already in place. What we do  
11 want to do going forward, because we've had a number of  
12 projects coming through under either special exceptions  
13 or in unzoned areas where there's a minimum of  
14 notification required, we as a council are moving  
15 forward on some measures to make sure from here on out  
16 that neighboring properties are informed of proposals  
17 and we get the notifications out.

18 Currently in zoned areas we send out postcards to  
19 every landowner of record within two thousand feet.  
20 And we have a specific process to go by where the  
21 citizens who voted to impose zoning on themselves have  
22 more opportunities to say or help form what goes in  
23 beside them. That was the one advantage of zoning.

24 But with the special exceptions, we're concerned  
25 about that being the same type of issue as what we're  
26 dealing with in unzoned areas.

27 The good news is this county is doing such a good  
28 job of encouraging business development and we have  
29 such wonderful people here, the logistics, the  
30 aesthetics, everything is perfect here. We're now  
31 getting a rash of outside developers coming in. They  
32 want to take advantage of and benefit from what our  
33 county has done here.

34 So that is a brief explanation of how we got to  
35 this point and where we're planning to go from here.  
36 And we do enlist your help in this effort.

37 TOMMY DUNN: Thank you, Ms.  
38 Wilson.

39 You know, I just want to -- I've said this I think  
40 about -- I know two other meetings, maybe three. We  
41 can pass this tonight, but it's not going to affect the  
42 situation down on Highway 29. It's just not -- it  
43 can't do it. Legally they can -- we ain't got a leg to  
44 stand on. And so we have learned from this. They went  
45 by the rules. They've done everything. This is not a  
46 rezoning thing. It's apples and oranges compared to  
47 what's going on in District 4 because it's two  
48 different things.

49 We have learned from this so fortunately we can  
50 change some things and Ms. Hunter is going to make some

1 recommendnations to us, and like Ms. Wilson alluded to  
2 about the public notice and public things.

3 We've been dealing with this or it's been coming  
4 since like February. I announced at the last council  
5 meeting anybody wants to call me I'll be glad to set up  
6 meetings to see what we can do. The only course is in  
7 the law, state law, is going across the street at --  
8 not here, but at the new courthouse and file a suit  
9 with a lawyer. We can't do it for you. We're not got  
10 the thing. It's got to be the citizens doing it.  
11 That's the remedy. That's what the law says. But we  
12 can't. That's not going -- it's been since February  
13 since this thing has been in the works and there should  
14 have done been some meetings and some things. Like I  
15 said we know what a definition of RV park is. We know  
16 what the definition of tiny homes is. It's in our  
17 ordinances and what we adopted in the National Codes of  
18 Building.

19 I just want to get that out there. And I hate some  
20 people have still got a false hope that we can stop  
21 this. If I could stop it, vote to stop it, believe you  
22 me, I would. Anyone else?

23 GRACIE FLOYD:

Mr. Chair?

24 TOMMY DUNN:

Ms. Floyd.

25 GRACIE FLOYD:

26 What we want is to  
27 give us more time. Don't ever accept, folks, that you  
28 can't do anything about it. Don't ever accept that.  
29 There's always something that can be done about it.  
30 You have to work. You have to dig. But if you can get  
31 to the right person there's always something you can do  
32 about it.

33 The only thing that you can't do nothing about is  
34 what God controls. That's the only thing you can't do  
35 anything about. But don't ever let nobody tell you  
36 that there's nothing you can do about it because it's  
37 defeating. It's to defeat your spirit. And if God be  
38 for you, who can be against you?

**APPLAUSE**

39 GRACIE FLOYD:

40 Now what we're  
41 trying to do -- the only thing we're trying to do is to  
42 make it fair. Our people in that community were not  
43 told anything. Nobody told them they were going to  
44 come and take their community from them as they did  
45 this councilman over here. They came down and talked  
46 to him before they went into his community, his  
47 district, to talk to him. We didn't get that. They  
48 said they put a sign up. Nobody saw a sign. Lady  
49 shaking her head right there. Nobody saw a sign up.

50 The only thing we know is that I was sent some  
papers about -- just like we do every month -- about a

1 meeting that's going to held. It didn't have District  
2 2 on there anywhere. It could have been seven  
3 districts and I can't afford to go to seven districts  
4 and find out if this was mine. Somebody should have  
5 called me first as they had been doing to others. But  
6 I didn't get that. I didn't get that.

7 I love my district. I have the greatest people in  
8 the world -- in Anderson County in District 2. They're  
9 people that care about people. And I care about what's  
10 happening to them. Would you want your mother to live  
11 in the same house all those years and all of a sudden  
12 somebody's going to put a tiny house behind her house?  
13 Who's going to live there? We've heard all kind of  
14 stories. And yes, I'm passionate about it because I  
15 believe in it. And I will stand up for it and I will  
16 work. I will work. Even when they slam the door in my  
17 face, I'll work.

18 Now, they've made all kind of things about what  
19 they're going to do now. Next time we'll do this and  
20 next time we'll do that. What about this time? Get  
21 the people out of there then so you can have the whole  
22 place. Find houses for them. And you can have your  
23 next time. But we're talking now. We're talking about  
24 my eighty-two year old lady that lives down there now;  
25 several of them. What are they going to do? It's  
26 going to increase the crime rate. You're going to have  
27 the police presence there more. People can't live like  
28 that. You don't just go and just take people's  
29 property. You don't do that without giving them a  
30 word.

31 Now, if you're zoned, if you're zoned, it's  
32 different. If you're zoned, they will write you a nice  
33 little card and tell you that this is coming. They  
34 will have all the people down there. But if you're  
35 unzoned, you are discriminated on. What's the  
36 difference between zoned and unzoned? Still people.  
37 Still people.

38 And what I'm asking tonight is for the council to  
39 please vote to give us six months. When these people  
40 came down and they said the word lawsuit, oh, man. We  
41 scrambled. Scared us. All you have to say is lawsuit  
42 and it scares you.

43 Who told these people -- who gave these people  
44 permission to go down there and do things? Who gave  
45 these people permission to go and hire lawyers and  
46 stuff? All of the -- the Planning Committee just  
47 signed a paper that gave them permission. But they  
48 came back the next month and they wanted a variance.  
49 And some of these papers say no variance. But now they  
50 need a variance. I don't think it's fair. I don't



1 think it's fair. And I don't think it's right.  
2 TOMMY DUNN: We've got time on  
3 this issue. All in favor of Ms. Floyd's motion?  
4 GRACIE FLOYD: Well, I was through  
5 anyway.  
6 TOMMY DUNN: Okay. All in favor  
7 of Ms. Floyd's motion, show of hands. All opposed.  
8 Show the motion is defeated with Mr. Sanders, Mr. Dunn,  
9 Mr. Davis and Ms. Wilson opposed. Mr. Wooten and Ms.  
10 Floyd in favor.  
11 GRACIE FLOYD: It's what we  
12 expected, but ---  
13 TOMMY DUNN: We're move on to  
14 number 6(a).  
15 GRACIE FLOYD: Watch out for your  
16 neighborhoods.  
17 TOMMY DUNN: Ordinance second  
18 reading, 2020-013, an ordinance to amend the zoning map  
19 to rezone plus or minus nineteen plus or minus acres  
20 from C-2 highway commercial to R-M multi-family  
21 residential on Welpine Road.  
22 Mr. Sanders, would you like to make any comments  
23 before we go into public hearing.  
24 BRETT SANDERS: Yes, sir, Mr.  
25 Chairman. This is a project that Ms. Floyd was  
26 referring to. It passed unanimously last time. The  
27 developers did things the proper way. Prior to  
28 spending money and drawings, they actually came before  
29 me. I met with the developers. They met with the  
30 community. I had some concerns and issues about  
31 ingress and egress. They met with Holt Hopkins over  
32 our Roads and Bridges; with Matt Hogan, as well.  
33 This is the way a project should be done, and not  
34 get caught up midstream later on after money has been  
35 invested and spent.  
36 I think it's a great addition for the area over in  
37 Welpine. It's right there at the Cracker  
38 Barrel/Outback area. They've also agreed to make the  
39 Interstate Boulevard, which is one way in/one way out,  
40 to actually offer another alternative.  
41 And I would appreciate council's support on this  
42 issue.  
43 TOMMY DUNN: Thank you, Mr.  
44 Sanders.  
45 We'll be going into public hearing now. Anyone  
46 wishing to speak to this matter, please step forward  
47 and state your name and district and address the chair,  
48 please. Anyone at all? Hearing and seeing none, the  
49 public hearing will be closed. Do we have a motion to  
50 put it on the floor?

1                   BRETT SANDERS:                   So moved.  
2                   TOMMY DUNN:                   Motion Mr. Sanders.  
3    Do we have a second?  
4                   JIMMY DAVIS:                   Second.  
5                   TOMMY DUNN:                   Second Mr. Davis.  
6    Now discussion.  
7            Ms. Hunter, do you have anything you want to add?  
8                   ALISIA HUNTER:                   No, sir.  
9                   TOMMY DUNN:                   Anything at all?  
10   All in favor of the motion show of hands. All opposed  
11   like sign. Show the motion carries unanimously with  
12   council members here. Show Ms. Floyd has left. We've  
13   got Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Wooten and  
14   Ms. Wilson in favor.  
15            Moving on to item number 6(b), an ordinance to  
16   amend the zoning map to rezone plus or minus 43.91  
17   acres from R-20 single family residential to R-A that's  
18   residential agricultural, located at 2705 Centerville  
19   Road. District 5.  
20            Ms. Hunter, do you have anything you want to add to  
21   this before we go into public hearing?  
22                   ALISIA HUNTER:                   No, sir, unless you  
23   have some further questions.  
24                   TOMMY DUNN:                   Okay. Thank you.  
25   We'll go into public hearing on this matter. Anyone  
26   wishing to step forward and speak to this matter,  
27   please step forward and state your name and district  
28   and address the chair, please. Anyone at all? Seeing  
29   and hearing none, the public hearing will be closed.  
30   Put this in the form of a motion to put on the floor.  
31   Do we have a second?  
32                   JIMMY DAVIS:                   Second.  
33                   TOMMY DUNN:                   Second Mr. Davis.  
34   Now any discussion? Seeing and hearing none, all in  
35   favor of the motion show of hands. All opposed like  
36   sign. Show the motion carries unanimously.  
37            Moving on to item number 6(c), 2020-017, an  
38   ordinance authorizing the execution and delivery of a  
39   fee in lieu of tax agreement by and between Anderson  
40   County, South Carolina and Project Westwind with  
41   respect to certain economic development property in the  
42   county, whereby such property will be subject to  
43   certain payments in lieu of taxes, including the  
44   provision of certain special source revenue credits.  
45            Mr. Nelson.  
46                   BURRISS NELSON:                   Thank you, Mr.  
47   Chairman, members of council. Westwind is a project we  
48   have an independent citizen in the community who is  
49   willing to spend 2.8 million dollars of his own money  
50   to build a spec building out at the Airport Industrial

1 Park. We do not have any Class A industrial buildings.  
2 This will be the only Class A industrial building that  
3 we'll have available in the county to attract other  
4 industries. Fifty-five thousand square feet. This  
5 will give us an opportunity to bring jobs and an  
6 opportunity to further develop the Anderson Airport  
7 Industrial Park.

8 This project will pay -- the property last year  
9 paid sixty dollars in property tax. The first year of  
10 2021 or probably 2022, the project will pay about five  
11 thousand in taxes. And over twenty years will pay over  
12 four hundred thousand just as a shell building.  
13 Obviously we hope, and so does the developer hope, that  
14 that building will be filled with an industry full of  
15 good high paying jobs.

16 But the important part of this is we're getting a  
17 spec building for industrial recruitment and using  
18 somebody else's money to do that. The county doesn't  
19 have to spend a dime in the development of this  
20 particular project other than the discounted property  
21 tax.

22 This comes to council as a recommendation from  
23 staff as well as from the Advisory Board. And we  
24 appreciate your consideration. Thank you, sir.

25 TOMMY DUNN: Thank you, Mr.  
26 Nelson. Do we have a motion to move this forward?

27 CINDY WILSON: So moved.

28 TOMMY DUNN: Motion Ms. Wilson.

29 Do we have a second?

30 BRETT SANDERS: Second.

31 TOMMY DUNN: Second Mr. Sanders.

32 Now, any discussion? Hearing none, all in favor of the  
33 motion show of hands. Show the motion carries  
34 unanimously.

35 BURRISS NELSON: Mr. Chairman, ---

36 TOMMY DUNN: Yes, sir.

37 BURRISS NELSON: --- I'd like to

38 thank you and all the members of council for all your  
39 continued support.

40 TOMMY DUNN: Thank you and your  
41 staff for the great work you're doing for Anderson  
42 County.

43 BURRISS NELSON: Thank you, sir.

44 TOMMY DUNN: We're going to move

45 on now to item number 7(a), this is an ordinance first  
46 reading. This is 7(a), 2020-014, an ordinance to amend  
47 the zoning map to rezone plus or minus 141.83 acres  
48 from R-20 single family residential to PD planned  
49 development located at Highway 187, Fants Grove Road,  
50 Burns Bridge Road, and William Walker Road.

1           We'll be going into a public hearing in just a  
2 second. But I'm going to ask Mr. Sanders if he's got  
3 any comments before we go into public hearing?

4           BRETT SANDERS:                   Yes, sir. Thank  
5 you, Mr. Chairman.

6           I want all the people from 187 area to know that I  
7 am a part of your community. I live on LaFrance Road.  
8 This development is a mile, mile and a half from where  
9 I live. I pass it daily. I've had multiple calls,  
10 multiple emails. I have spent weeks on this. I've  
11 called Ms. Hunter multiple times, even after hours to  
12 gather information and facts.

13          And there's two facts that I want to share with  
14 everyone here tonight. Number one, I only have one way  
15 or two ways to vote. That's either a yes or a no. I  
16 want people to understand what the yes or no means.

17          No means it stays R-20 which the community voted on  
18 in 2002 at Mount Taber for the zoning. What that means  
19 is -- and correct me if I'm wrong, Ms. Hunter -- there  
20 can be on that particular site with everything in  
21 there, two hundred and forty homes or two hundred and  
22 forty mobile homes can be put on that property with no  
23 input from council or from you guys.

24          TOMMY DUNN:                    If I'm not mistaken  
25 that would be double wides.

26          BRETT SANDERS:                 Double wides, and  
27 they do have to be underpinned, thank God. But if we  
28 vote yes, that means more than two hundred and forty  
29 homes.

30          But I talked with our attorney, Mr. Harmon, today  
31 and I would like to vote yes on first reading. It has  
32 to have three readings in order to pass. I want to  
33 vote yes on first reading with a caveat that the  
34 developers or engineers and the community, citizens  
35 from the community, get together and ask questions,  
36 talk. I mean we don't know what we can get done over  
37 there unless we ask.

38          Is Mr. McCutchen here? This gentleman right here,  
39 I talked to him today. He is with Elliott, Davis. Is  
40 that correct, sir?

41          TOMMY DUNN:                    Davis & Floyd.

42          BRETT SANDERS:                 Davis & Floyd.  
43 He's the engineer on that project. I talked with him  
44 today. They're willing to listen to the people, to  
45 make concessions, to put berms up, extra shrubbery,  
46 green space.

47          So the thing is, I can vote yes first reading.  
48 Then it'll have to come back before us again after the  
49 community group meets with Mr. McCutchen -- excuse me  
50 if I pronounce that wrong -- to see if they can work

1 out something. Other than that there can be two  
2 hundred and forty houses or trailers there with no  
3 input from us.

4 I do know that I've had calls complaining about  
5 there's not enough infrastructure, the roads. I live  
6 there. I looked through the packet. I'm not sure --  
7 I'm sure I can get everyone a copy of it. But the  
8 South Carolina DOT, the engineer studies say yes, it  
9 can handle it. The water, the sewer is already there.  
10 I had calls today, I think, from Mr. Buckner. I think  
11 he got up and spoke earlier. I don't know if he's  
12 still here. Yes, there he is. The sewer is there.  
13 What I would like to see is pass first reading. Let's  
14 sit down with these people and try to come to some kind  
15 of mutual agreement or some common ground to where we  
16 actually have some input. The other side of that is if  
17 it doesn't and it gets turned down, it goes back to two  
18 hundred and forty houses or mobile homes. But maybe  
19 Mr. McCutchen would actually remember our faces when we  
20 sit down and talk with him and we could still have some  
21 input.

22 I do know in order to go to PD they will -- turn  
23 lanes will have to be put in there at their expense.  
24 Possible red light. There's some other things in there  
25 that's in the packet. But I would like for us to do  
26 like I had to do. At first I was going on emotion and  
27 not common sense and reality. But I would like for us  
28 to put our emotions aside, sit down, try to work  
29 something out. If not, we turn it down and it's over.  
30 It goes back to two hundred and forty houses with no  
31 input.

32 And I'm requesting that council go with me on first  
33 reading. If it's not the community's agreement, it  
34 will be voted and turned down the next two readings.  
35 There has to be three readings, again.

36 But I don't know how anyone could not want to sit  
37 down with someone that's getting ready to put a minimum  
38 with no input two hundred and forty houses. This will  
39 allow us and make them come to the table to where we  
40 can have some input. I think it's the common sense way  
41 to do it. And that's what I'm putting forth tonight.

42 And I appreciate everyone being here and I look  
43 forward to hearing your comments.

44 TOMMY DUNN: We'll go into a  
45 public hearing now on this project. Anyone wishing to  
46 speak on this, please step forward and state your name,  
47 your district and address the chair, please. Public  
48 hearing.

49 JAMIE MCCUTCHEN: My name is Jamie  
50 McCutchen. I'm with Davis & Floyd Engineering out of

1 Greenville. I came up here first because I do want to  
2 -- I know there's people here that have concerns.  
3 Quite a few of those in the hearing earlier. And  
4 unfortunately we haven't been able to get information  
5 out to everyone just because of COVID and other issues,  
6 so I kind of want to go through with council to show  
7 you what we've already done and address a few key  
8 issues.

9 So first of all, the infrastructure, we have had a  
10 traffic study done. It's been approved by Anderson  
11 County and DOT. It does require substantial turn lanes  
12 and improvements which the developer has to do under  
13 the PD. He doesn't have a choice. He has to have  
14 those put in. And we talked to Anderson County and  
15 they said before he finishes a hundred lots he's got to  
16 have it done. So we're talking about a four hundred-  
17 ish, four twenty development. But early on in the  
18 project all those improvements have to be in place.

19 We have a new sewer line coming through that area.  
20 I think it's about an eighteen million dollar  
21 investment from what I understand. This project is  
22 possible because of that. And in hindsight, you know,  
23 R-20 was put in place before sewer was really there.  
24 So it really wasn't practical to do smaller lots in  
25 that case.

26 Touching on our plan, this was our original plan.  
27 This had -- was a planned development. We met with  
28 staff to come up with this plan. We had a community  
29 meeting planned in March at Pendleton High School.  
30 COVID hit right then and it had to be canceled. We  
31 sent out two hundred and forty-four letters to all the  
32 property owners in the area that was provided by the  
33 county. We asked them to go to a website and sign up  
34 to get information. We did our best to communicate  
35 through the COVID pandemic, but obviously that made it  
36 very difficult. We only had about thirty folks that  
37 actually signed up and we were able to send information  
38 to.

39 But with the input we did have our plan included  
40 twenty acres of commercial along Highway 187. It  
41 included single family residential on the backside of  
42 that, a section of town homes in the middle and single  
43 family on the other side of the road.

44 Now we also had a section here on the other side of  
45 William Walker Road that was to be developed into  
46 housing, as well.

47 At the public hearing we heard the comments. We  
48 were able to finally get a lot of information from the  
49 community. And so what we did is we went back and  
50 said, okay, if it stayed R-20 -- I'm sorry, I don't

1 have this one in color so it may not show quite as well  
2 -- what would happen. How could we do it if it was R-  
3 20? Well, in order to get enough lots out there to  
4 make it work, we had to use every bit of the property.  
5 Our previous plan had buffers all the way around. We  
6 were saving a lot of stuff in open space, a lot of  
7 parks.

8 Under this plan we have a row of lots fronting on  
9 William Walker Road. In our previous plan we didn't  
10 have any lots on William Walker Road. They were all  
11 backing up, but we had a connection except for this one  
12 little area in here. Okay? We also had to use all of  
13 this area back in the back by this stream. Under the  
14 county requirements in order to get the number of lots  
15 we have to use basically every square inch. And so it  
16 goes all the way around, no buffers, nothing to really  
17 protect the adjoining property owners because if you're  
18 going to limit it to that, you've got to get as much  
19 yield as you can.

20 We don't want to do that. To be honest, I don't  
21 believe my client would actually do that. I believe  
22 the current owner would probably either do it himself  
23 or find someone else to do it.

24 So what we did do is last week, with Councilman  
25 Sanders' help and the property owner's help, we met  
26 with a small group of residents in the area. So there  
27 was about five -- four families represented. Five  
28 people there. And we went back to the drawing board  
29 and we listened to them. We had a two-hour meeting.  
30 And we said tell us your concerns. Tell us what all it  
31 is that's really giving you heartburn.

32 Well, first off they said we don't want as much  
33 commercial. We said okay. We're okay with that. We  
34 took it down from twenty acres commercial to three and  
35 a half acres commercial. The only commercial now is  
36 right here on the corner of Fants Grove and Highway  
37 187. So we took out sixteen and a half acres of  
38 commercial development out of this plan.

39 We heard the citizens from William Walker that  
40 there's elderly there, they've been there a long time.  
41 They don't want to be disturbed. We took that property  
42 out entirely. We're not going to touch that property.  
43 It's not going to be included in the plan. There is no  
44 access at all to William Walker Road. There is a  
45 twenty foot buffer down William Walker. There's a  
46 great row of trees down William Walker Road now. We're  
47 maintaining those and leaving an extra room to plant  
48 more wherever it's been and needs it. So the residents  
49 on William Walker would only have the back of these  
50 houses with a solid twenty foot natural buffer with the

1 large trees remaining in place.

2 We talked to the folks in the back along Fants  
3 Grove. They had a lot of concern about the stream and  
4 the natural area, natural habitat and just having the  
5 houses against them. We've agreed not to go on the  
6 other side of that stream. There's a -- sixteen acres  
7 of a park to remain natural, undisturbed, including  
8 that stream area on that side.

9 We heard from the folks on the other side that had  
10 the stables. I believe it's the Parkers. They said  
11 we're really concerned about residents coming over and  
12 messing with our horses or being with our stables. We  
13 said what would you like us to do? They said we'd like  
14 a fence. In addition to the buffer we'd like a fence.  
15 Okay. We've agreed to install a six foot fence around  
16 their entire property line and extending in both  
17 directions to minimize people being able to go and  
18 interfere with them.

19 This plan has twenty percent, twenty percent of the  
20 property as open space and buffers. Think about that a  
21 second. Twenty percent that we're giving up, not  
22 touching, not using to develop, just to protect the  
23 community. We've also agreed along Highway 187 to put  
24 in a fifty foot buffer. It's a landscape berm. When  
25 you drive by there you won't see houses. The only area  
26 that doesn't apply is in the limited commercial area.

27 So we've done that on both sides of 187, both side  
28 of the project, fifty foot buffer, heavily landscaped  
29 with a big landscape berm.

30 So, Mr. Chairman, members of council, I think these  
31 are the key points. We're certainly willing to talk.  
32 I'm not saying this is the final plan. We've talked to  
33 staff. We've made sure and we've been to the Planning  
34 Commission and they recommend denial, although we did  
35 have staff recommendation for approval. We asked the  
36 question, do we have an opportunity during this process  
37 to make changes? They said yes you do. We're here  
38 tonight, we're asking you to move us forward, allow us  
39 to make some more changes, allow us time to meet with  
40 the community.

41 And in the community meeting we did have -- and I  
42 don't know if any of you were here tonight to speak  
43 because I hate to speak for someone else -- but I  
44 believe when I left there, their agreement -- or their  
45 perception of the project was a plan like this with all  
46 these buffers and all these protections and all these  
47 requirements is better than what it could be. And  
48 that's our goal. Yes, we're asking for a little higher  
49 density. We need a few more units. Not everybody  
50 wants to live on a half acre or an acre. You know,



1 we're meeting the demand that's out there. But in  
2 order to do that we can give up some areas around the  
3 outside and preserve it.

4 One other thing that the community brought up. And  
5 to be honest, I hadn't thought about this, was we're  
6 worried about student housing. We're worried that this  
7 gets rented by students. It's not that far from  
8 Clemson, especially on the town homes, might be very  
9 attractive. My developer doesn't want that. There's  
10 some fair housing rules. There's some legal issues we  
11 have to work through. But he's committed to do what he  
12 can under the law to prevent student housing from being  
13 in this development.

14 I believe that's all the points. I sent you all  
15 some information earlier today. You've all got my  
16 contact information. If there's some way to do that.  
17 I will say we've had a hard time reaching residents.  
18 We weren't able to reach anyone on William Walker Road  
19 for our meeting. I just didn't have that contact  
20 information and wasn't able to get it to them. So and  
21 I'm not sure if they could do a sign-up or give it to  
22 staff. My company name is all over these plans. I  
23 will return a phone call. I will return email. I'd  
24 love to sit down and talk. But before we have our next  
25 meeting, I commit to you to sit down and listen and  
26 help them understand the advantages of a plan like this  
27 versus what it could be.

28 TOMMY DUNN: Thank you.

29 JAMIE MCCUTCHEN: Thank you very

30 much.

31 TOMMY DUNN: Next.

32 ANNA FOSTER: Hi. I'm Anna  
33 Foster from District 4. I live on Tivoli Drive, which  
34 is located directly across from the property that  
35 extends onto Burns Bridge Road.

36 For many years there has been safety issues at the  
37 Intersection of 187 and Wild Hog Road where Burns  
38 Bridge Road is. There are accidents that have  
39 happened. And there's been some serious accidents when  
40 you try to pull out onto the road. There's actually a  
41 lot not currently, but usually there's plenty of high  
42 schoolers that drive on that road. And my main concern  
43 is when you're putting all the turning lanes and three  
44 lanes and making it all different like there's a whole  
45 lot of high schoolers that do drive on that road. And  
46 I think we should take that into consideration. I just  
47 can't imagine what it would be like if the road becomes  
48 even more busy.

49 Now also a thing to take into consideration is when  
50 it floods there are two main issues with this area in

1 traveling to and from Wild Hog Road. The main issues  
2 with flooding have to do with low-lying areas near this  
3 property. My neighborhood is known for flooding and it  
4 is directly across the road.

5 But the major concern would be travel. When going  
6 to and from Wild Hog Road, there are two bridges that  
7 sometimes hinder your travel during certain weather  
8 conditions. These two bridges are located on Burns  
9 Bridge Road and Centerville Road. When there is a lot  
10 of rain Centerville Road bridge turns into a river  
11 itself and is impassable. The bridge on Burns Bridge  
12 Road is completely impassable when there is a tiny bit  
13 of ice because it is in a shaded area.

14 My point is that by adding over four hundred  
15 residential homes/commercial spaces, you will be adding  
16 way more than four hundred additional commuters, which  
17 creates many more safety issues involving traffic.

18 Our community does not want Wild Hog Road to become  
19 a three-lane road with turning lanes and congestion.

20 I completely understand the concept of wanting to  
21 see our county grow. But if a developer can create an  
22 over-filled neighborhood, it will lead to a perilous  
23 environment. There will be more crime, issues with  
24 School District 4 being able to facilitate additional  
25 children, traffic hazards and mainly an invasion of  
26 privacy to current residents.

27 We love our community just the way that it is.  
28 That is why we choose to call it home. Rezoning would  
29 be a mistake because when all of us current landowners  
30 bought our land we were under the impression that it  
31 would remain a safe haven to retreat to. But now it is  
32 being pushed to the brink by developers who are not  
33 even from here and do not understand the significance  
34 of the land to us.

35 For heaven sake, I must say I have a question for  
36 the developer and for everyone in this room. Why on  
37 earth would you dream of putting four hundred plus  
38 residential homes, commercial spaces on a hundred and  
39 forty-one acres of land in this particular location? I  
40 mean the road is named Wild Hog for a reason. And I  
41 bet the developer has no clue where the name came from.  
42 But we all do. They used to transport hogs to Portman  
43 Marina to be shipped off. There was a wreck and some  
44 of them fell out of the truck. Until this day  
45 everybody says those hogs are still running loose  
46 somewhere in them woods.

47 This Cornerstone development is not the ideal  
48 development for our area. But ultimately if they want  
49 to develop, it will be done. But what I ask of you as  
50 the council is to deny their rezoning request so that

1 at least it will limit their capacity of development.

2 Thank you for your time. And I greatly appreciate  
3 everything that you all do.

4 TOMMY DUNN: Thank you. Next,  
5 please.

6 MICHAEL WHITAKER: My name is Michael  
7 Whitaker from Anderson, South Carolina. I'm actually  
8 here to speak on behalf of something else, but I wasn't  
9 even aware of this issue. I live off of 187 and  
10 Centerville Road and I was not addressed in it. I was  
11 never informed of anything. My home is a permanent  
12 foundation. I urge you to give us some time to talk  
13 about what's going on because that traffic -- the road  
14 is not situated for two hundred and fifty homes.

15 I'd have to research it. Like I said, I definitely  
16 want the community to hear more about this because I  
17 have heard nothing about this. So that's what I've got  
18 to say. Thank you.

19 TOMMY DUNN: Come on up.

20 BEN DOBSON: My name is Ben  
21 Dobson, in Anderson County, District 4, Fants Grove  
22 Road. I just would like to say -- express our concern  
23 with the proposed rezoning of the property located at  
24 Highway 187 and Fants Grove Road and the rezoning of  
25 Highway 187 and Burns Bridge Road. My wife and I, with  
26 our two daughters, live right down the road. My  
27 biggest concern is the traffic increase. Traffic is  
28 already bad enough with people coming off of 85 are  
29 using Fants Grove Road as a cut-through road to Clemson  
30 University.

31 We have only lived in this community for the last  
32 year and a half and have already had to replace about  
33 two hundred yards of fencing due to somebody driving  
34 way too fast, losing control and driving through our  
35 entrance gate and down the fence line at two thirty in  
36 the morning. Thankfully our horses did not get hurt or  
37 get out and get hit on the road. You can still see the  
38 black marks on the pavement from him sliding around the  
39 curve.

40 People also use this road as a racetrack to test  
41 out how fast their sports cars and motorcycles can go.  
42 There's also been several deaths in the Fants Grove  
43 area and that's with less than ten residence houses  
44 there now. The speeding is -- traffic down our road  
45 makes me nervous having two kids playing around the  
46 farm. I can't imagine having more traffic down our  
47 road, bringing more speeders, being late for work or  
48 hurrying home to their families, not thinking of the  
49 houses and the kids they're passing from the  
50 development of the roads rezoning application.

1 This is also worrying, considering there is a  
2 proposed entrance to the development on our road. We  
3 are also concerned with the development at 187 and  
4 Burns Bridge Road for the same reasons; the traffic.  
5 There are regular wrecks and accidents on 187 and the  
6 road is already busy. It's plenty busy with the amount  
7 of people who live and travel down 187 without the  
8 addition of well over two hundred and fifty houses --  
9 proposed houses and several businesses added to that.  
10 As a local in this community I can say every  
11 neighbor I talked to said the same thing. We do not  
12 want more development in our area. We like the small  
13 town feel. We like living there for that reason, for  
14 the country setting. That is why me and my wife, we  
15 moved to that area for that reason because we liked the  
16 local setting. There wasn't, you know, a ton of  
17 houses. It was more farmland, and that's why we bought  
18 our farm. I thought this was a great area to raise my  
19 kids in, and I hope y'all will consider the locals'  
20 desires for our small community and reject the forward  
21 movement of the rezoning application. Thank y'all.

22 TOMMY DUNN: Thank you. Next.  
23 CONNIE PAUL: My name is Connie  
24 Paul. I'm from the Anderson County area off the  
25 Centerville Road area. I support the young man that  
26 was just standing here and everybody that lives in that  
27 area. But as being from the Centerville area, we'll  
28 trade y'all for the RVs on wheels.

**APPLAUSE**

29  
30 TOMMY DUNN: Next, please.  
31 BRIAN CULBERTSON: Brian Culbertson,  
32 District 4. I live on Paul Miller Road. We're about a  
33 mile away from this development. I'm new to the area.  
34 We've been here about a year. We searched for six  
35 years to find an area to live around Lake Hartwell and  
36 we chose this area mostly because of the people. And a  
37 lot of these people have spoke tonight already and a  
38 lot more probably will.

39 But the big problem that we're going to open up  
40 here is not just this development. But as soon as you  
41 allow this development how many other acre lots are  
42 free to be sold off. And the same thing could repeat  
43 itself.

44 My wife and I are from Columbus, Ohio. The reason  
45 we came down here is because Anderson County reminds us  
46 of Columbus, Ohio in the seventies. Columbus, Ohio  
47 went through the same thing that you all are going  
48 through right now. Business is beating your doors down  
49 to be here because of the quality of life here. Don't  
50 let it get ahead of you. If it will you'll end up like

1 Columbus. We're so happy to be down here now because  
2 with COVID and the riots, we watched our families back  
3 in Columbus get drug through this and we didn't suffer  
4 from it. And we didn't suffer because Anderson is the  
5 way it is. Make sure you pay attention to what happens  
6 going into the future now.

7 One development isn't a big thing. The developer  
8 is already willing to make sacrifices because this is a  
9 great area. The problem is what happens when it's  
10 fifteen developments on 187? And everybody knows  
11 there's room to put in fifteen of these communities on  
12 187. There's probably room to put twenty. Once you  
13 allow one, how long is it going to be before there's  
14 going to be fifteen? Thank you all.

15 TOMMY DUNN: Next, please.

16 CHRIS HEELWAGEN: Good evening. My  
17 name is Chris Heelwagen. I live on Indian Trail about  
18 a mile from the proposed rezoning on Highway 187, right  
19 smack in the middle of it. I'm here to voice my  
20 preference to keep the R-20 zoning similar to what  
21 council has been hearing so far.

22 Several reasons. You know, first I chose to live  
23 here for the rural nature of the area. Been here since  
24 '94. I worked in Greenville. I had to drive an hour  
25 and a half, two hours round trip each day for my job.  
26 Why? To get away from the craziness in Greenville. I  
27 don't want it. I didn't want it. If I wanted to live  
28 in a high density area I could have easily lived up  
29 that way. I could have picked locations off of Exit  
30 27, 21, 19. I chose to live here for the rural quiet  
31 nature of the area.

32 There's a couple of particulars that I'm not happy  
33 with in the proposal. I really don't want to see homes  
34 more dense than what R-20 currently allows. I would  
35 take two hundred and thirty-five slab-type double wide  
36 homes over four hundred and some homes in that same  
37 area. And I absolutely don't want to see commercial  
38 property put out into this highway. I'm real concerned  
39 that if that happens it's just going to open the door  
40 and Highway 187 is going to become the next Clemson  
41 Boulevard.

42 The second point to the council, Brett Sanders,  
43 sir, is that you? You and I had a very nice  
44 conversation yesterday. I appreciate your time. And I  
45 understand what you're trying to do to encourage  
46 discussion on the topic. You know, while I'm still  
47 against the proposals, I just want to make sure the  
48 council, if in fact it's decided to pass it tonight, to  
49 allow further discussions, let's make sure we're  
50 looking at who's paying for the long term side effects

1 that these developments cost.

2 There was some touching on traffic. Okay. Wear  
3 and tear on the roads, potholes, crime, schools filling  
4 up. You know, there's probably going to need to be  
5 school expansions. School buses. Who's going to pay  
6 for that? These developers, they're good at what they  
7 do. They get in and they get out of there quick and  
8 get those homes sold. Three to five years later it's  
9 the communities that are stuck having to deal with  
10 them. And a lot of times it falls on the taxpayers  
11 that didn't want it in the first place.

12 So please, make sure we're looking at all angles on  
13 any proposals, if in fact it gets put through tonight.  
14 Now, I've got to admit, personally I'm a little awkward  
15 standing here. Rich Bennett I think owns the property.  
16 Rich, you're here. Listen ---

17 TOMMY DUNN: Sir, you're to talk  
18 to me.

19 CHRIS HEELWAGEN: I'm sorry. Rich  
20 and I go back many years; okay? He and I have shared  
21 many a favorite beverage together. He's invited me  
22 into his home. Rich, I sincerely hope this works out  
23 for you. I hope you make good money on this. I really  
24 do. I'm just asking that it's done in the spirit of  
25 the way the community is set up today.

26 And on my fourth point, let's talk about the  
27 spirit. I know this came out in the Planning  
28 Commission meeting that I attended. You know, if you  
29 read the R-20 regulations in that first paragraph, it  
30 clearly states that the districts are intended to  
31 discourage any use which would be detrimental to the  
32 quiet residential nature of the area.

33 Council, I'm asking you as our elected officials to  
34 please, please preserve and protect the spirit of the  
35 laws in the area and keep Wild Hog Road from becoming  
36 the next Clemson Boulevard. Thank you for your time.

37 **APPLAUSE**

38 TOMMY DUNN: Next. Next.  
39 Anyone else?

40 AUDREY BALDWIN: Good evening,  
41 council members. My name is Audrey Baldwin. I live  
42 off of Shadow Lane in District 4. Nice to meet you.  
43 This is the first council meeting I've been to. Thank  
44 you for your time tonight. I know you're working hard  
45 to make Anderson County a great place to live and work.  
46 I know that's very difficult. There's a lot of  
47 opportunity in Anderson County; even more than there is  
48 in Greenville County so I really think if we could plan  
49 things intentionally that would be important. So I  
50 have a few things that I would like to read to you.

1 My husband and I both live and work in the upstate.  
2 We very much would like to remain in Anderson County to  
3 raise a family and enjoy the area we currently reside  
4 in. As an employee at Clemson University, the  
5 proximity and character of the area under rural zoning  
6 regulations allows us to live in a highly desirable  
7 area and with a more rural feel. There is no doubt  
8 urban sprawl is happening across Anderson County and is  
9 happening on 187. AnMed even owns property on 187.  
10 I'm not sure if people are aware of that.

11 Residential development is not bad. However,  
12 development that completely changes the character of an  
13 area is. Respectfully, how does Anderson County intend  
14 to promote the development of sustainable and resilient  
15 communities if we do not enforce zoning and develop  
16 additional parameters for responsible land use.

17 I realize most developers have spreadsheets that  
18 calculate what is most profitable in regards to lot  
19 size and home value. And I do appreciate you taking in  
20 consideration of the community. Calculations like  
21 these do not take into account what is needed or wanted  
22 by citizens in the community.

23 Anderson County does not need to base decisions of  
24 long term planning on spreadsheet calculations focused  
25 on profit. Rezoning this property is about profit  
26 only. And four hundred and thirty-five is the magic  
27 number. We need to focus on the wants and needs of  
28 citizens in this community.

29 I'm specifically concerned about a few things.  
30 Quality of life for residents in densely rezoned areas.  
31 Will communities have recreation areas, sidewalks large  
32 enough for two people to pass on? Some of the  
33 developments at the beginning of 187 by Southern Homes,  
34 there are sidewalks but it's skimped. It's only on one  
35 side of the community. It doesn't go through the whole  
36 community.

37 Will there be roads wide enough for two cars to  
38 pass on? Will the developments have an HOA to keep up  
39 with community needs and aesthetics over time? A lot  
40 of times these HOAs for some of these cheap  
41 developments dissolve over time.

42 Will developers be held to the plans they  
43 presented, respectfully? Evidence from developments on  
44 Highway 187 by Southern Homes, one of the nation's  
45 largest home builders, would lead us to believe that  
46 these things are not important to developers nor the  
47 county when it comes to quality of life.

48 How many acres and areas of Anderson County are we  
49 going to allow irresponsible development to occur  
50 before a master development plan is in place,

1 specifically one over a twenty-year term.

2 I'm also specifically concerned about quality of  
3 residential structures and predatory home building.  
4 This needs to undergo further exploration. For  
5 example, in documents provided on the Southern Homes'  
6 website, the developer of Wren Point, Cherry Hill,  
7 Belvedere, Piper Glen, I know we've all seen it. And  
8 this is also not taking into account in the traffic  
9 studies. So that's something else we need to consider  
10 when we're talking about approval for this development.

11 Their website states their homes come with a one  
12 year limited warranty. A limited warranty. What does  
13 that say about quality and intention of homes  
14 introduced into this community? We need to work with  
15 developers, which I appreciate Davis & Floyd being  
16 here, to build sustainable communities that are not  
17 just for profit. Cities like Raleigh, Charlotte,  
18 Alpharetta can provide examples and frameworks for us  
19 to do this in Anderson County.

20 Additional concerns I have, impact on Fants Grove  
21 recreation area in close proximity to the property,  
22 how will that be impacted? Additional traffic on  
23 Highway 187? How will additional homes on Highway 187  
24 impact the traffic flow, the load, wrecks. We have yet  
25 to see how current developments will impact traffic in  
26 this area.

27 I'm also concerned about degrading the character of  
28 the area. What will this area be like in fifteen to  
29 twenty years? Who will want to buy these homes? I  
30 will say my husband and I personally lived in a  
31 development that is like some of the developments that  
32 are proposed. After fifteen or twenty years these  
33 homes are not good. The electrical may go bad. And  
34 they're built on a slab, so they just throw them in  
35 there and throw them up.

36 Another concern that I have is lack of involvement  
37 from citizens and representative groups in the long  
38 term planning process for Anderson County. Clemson  
39 University, as well as other institutes, maybe  
40 churches, need to be involved in the development  
41 process for this area. There's no doubt 187 is going  
42 to be developed. But how we do it and the  
43 intentionality that we do it with is really important.

44 And lastly, I am concerned about an increase in  
45 taxes and I think that's probably to be expected in  
46 this area as people continue to move here.

47 I have a great concern about the overall long term  
48 development plan for Anderson County and if quality of  
49 life and long term sustainable development is being  
50 prioritized over profit. Predatory home building for



1 profit in the upstate has been detrimental. We're  
2 seeing the impact of this in Greenville County which in  
3 January 2020 approved a twenty-year long range  
4 development plan to help combat the impact of allowing  
5 developers to prioritize profit over quality of life  
6 for citizens.

7 Anderson County, to my knowledge, and from looking  
8 on searching the website has not approved a twenty-year  
9 long range development plan since 2016. I submit to  
10 you as a concerned citizen there needs to be more input  
11 from the community about future residential development  
12 in Anderson County. And input, two thousand feet is  
13 not a lot. So it really needs to be the whole  
14 community. We need to develop a comprehensive plan  
15 developed similar to that of Greenville County.  
16 Comprehensive research and involvement from various  
17 community stakeholders and adjacent counties, such as  
18 Pickens County, should be included. Input beyond these  
19 planning meetings and council meetings should be  
20 included in the process.

21 There are other communities who sit down at the  
22 table and intentionally develop areas to be best for  
23 the community and the needs of their county.

24 Predatory home building decreases the quality of  
25 life for residents like myself and also discourages  
26 healthy and sustained community development.

27 I would respectfully ask the council to deny the  
28 rezoning request. However, after hearing the  
29 statements, if it is yes, and it is going to be  
30 developed no matter what, then I think it's worth  
31 sitting down and discussing. However, if we're going  
32 to have lots that are only ten thousand square feet and  
33 that's all that's on the table, then I would say, say  
34 no.

35 I would also respectfully request that we put a six  
36 month moratorium on all future residential development  
37 in Anderson County until a comprehensive plan similar  
38 to that of Plan Greenville County Comprehensive Plan is  
39 completed. This is something that was a two-year  
40 process for Greenville. However, Anderson has so much  
41 potential for growth, even more so than Greenville  
42 County, that if we're not intentional about things,  
43 we're going to look like other places around the  
44 country that we might not want to look like.

45 So thank you, respectfully, for your time. I'm  
46 willing to be involved in any process related to, you  
47 know, speaking with developers or just being an  
48 involved citizen. My husband and I want to stay in  
49 Anderson County for the long term. So I hope you will  
50 hear these requests. Thank you for your time in

1 listening to my comments.

2 TOMMY DUNN: Next.

3 DANA PARKER: I am Dana Parker,  
4 Anderson District 4. I am opposed to the rezoning. I  
5 feel as if high density housing is detrimental to our  
6 community. It does not -- it's not cohesive to what we  
7 already have in place.

8 When you drive down Wild Hog Road right now, you  
9 don't see high density housing. That kind of  
10 population added into what we already have, we can't --  
11 our infrastructure won't support it. I'm an educator  
12 in the school district and right now two hundred and  
13 forty new families into our district would overflow our  
14 school, in my opinion, of course.

15 But also I was part of the planning meeting with  
16 the developers and one of our concerns was definitely  
17 student housing. And they said legally they cannot  
18 promise that those town homes will not be bought by  
19 families and then rented out to college students, which  
20 would make Fants Grove Road a highway straight to  
21 Clemson. And it would just -- the traffic on that road  
22 would be intense. Already it's high. And we use that  
23 road because that's also where T. Ed Garrison has a  
24 large equine facility and miles and miles of trails.  
25 So that's -- there are trailers with horses and people  
26 riding along those roads and walking along those roads.  
27 I know the ROTC uses that land also for training  
28 purposes and they have recruits out all over that land,  
29 as well. And increasing the traffic on that road would  
30 not be beneficial for our community.

31 Also, at the meeting we asked to follow the  
32 topography of the land because that's beautiful land  
33 where they want to developed. And it's also -- I  
34 believe what we said was one of the highest points in  
35 Anderson County. When you're sitting up there you can  
36 see straight to the mountains. It's stunning. It's  
37 absolutely gorgeous. And when a developer goes in a  
38 lot of times they look at all of that and they just  
39 flatten things out and put in as much as they can. And  
40 that's something that wasn't really addressed in the  
41 other thing and they were just -- it wasn't addressed.

42 But I think the biggest thing is that we really  
43 don't want college students -- college dorm type  
44 housing in those townhouses right there in our rural  
45 community.

46 And so I oppose the restructuring -- rezoning. Two  
47 hundred forty homes I would take over four hundred  
48 homes. That's just too many new families. Thank you.

49 TOMMY DUNN: Next, please. Come  
50 on up. This fellow back here -- okay. Come on.

1                   LANE OWEN:                   Good afternoon,  
2 council members. I appreciate your time. I live -- my  
3 name is Lane Owens and I live in District 4 off of  
4 Indian Trail that's about a mile from the development.  
5       If anyone has seen Clemson Boulevard and seen I-85,  
6 the traffic that comes from Atlanta going north goes  
7 down 187. Four lane interstate, four lane highway,  
8 funnel through a two lane road. So that's the current  
9 standing. And let's not talk about game day, coming  
10 and leaving. All the traffic going toward Atlanta goes  
11 down 187. There's a Clemson RV park already up there  
12 at Clemson Boulevard and 187. We've got -- council  
13 members, you have a responsibility to manage the  
14 development of Anderson County.

15       The county to our north has experienced explosive  
16 growth. They haven't got a handle on their growth.  
17 They're trying to. The city of Clemson is experiencing  
18 explosive growth. Greenville County to the east is  
19 growing toward Anderson. We're backed up against the  
20 state line. We need a master plan. High density  
21 housing is not a good place on 187 to do at the moment.  
22 We need a master plan to develop the county and make it  
23 the jewel that it's going to be, and that  
24 responsibility falls on you.

25       And I will support you in any way that I can. And  
26 I'm sure we will support you in any way that we can to  
27 make a community development something that helps the  
28 existing community, that works with the existing  
29 community, to make the entire county a better place to  
30 live. Thank you.

31                   TOMMY DUNN:                   Thank you. Next.

32                   GRAYSON BUCKNER:               Grayson Buckner,  
33 District 4.

34       I didn't do part of my homework to find out how  
35 much was paid for this land that we're talking about  
36 developing. I'm sure that this is all about money.  
37 Somebody bought something and he's allowed to build two  
38 and a half houses per acre and now he wants to put  
39 fifty foot wide lots. You just saw a presentation of  
40 the changes that he's tried to make to help get this  
41 thing through, but all I saw back there was a blank  
42 piece of paper. I don't know if anybody else could see  
43 through.

44       If he can't get a way to get the people -- he wants  
45 to talk to the people to find out -- make this thing  
46 compatible, but right now the zoning that's there was  
47 dictated and went through the process and it was  
48 approved. And everybody that lives around there is  
49 living with that zoning.

50       So basically the people that live there are the

1 ones that are going to have to enjoy or take this  
2 change. So a fifty foot lot -- if somebody buys a lot  
3 -- I don't know if you've noticed or if you've gone on  
4 the area, on 187 where it hits 76 there's all kinds of  
5 storage units going up. The reason you have storage  
6 units is the houses aren't big enough for people to  
7 store their junk. There's no basements. You can't do  
8 much of anything on a lot that's fifty foot wide stuck  
9 down in a corner.

10 There was a picture that showed that in order for  
11 him to -- for this company to put this before you, you  
12 had to put signs up. So there are some signs out on  
13 187. But if you're going fifty-five miles an hour with  
14 the traffic that's on there, you go by and it looks  
15 like a realtor sign. You can't stop and read it  
16 without getting run over. But like I said he filled  
17 the squares to do what he had to do to make this  
18 presentation.

19 Two weeks ago I was up in Walhalla and I needed to  
20 go to a store by the post office. I went through  
21 thirty-one traffic lights to get there. And now you're  
22 going to take 187 and after we have the obligatory  
23 crashes, then they're going to put up another light  
24 because that's the only way that we can get people to  
25 go from A to B. The more we get congested, the more  
26 traffic lights and the further away you're pushing  
27 people from where they were.

28 So if he wants to get together with the community I  
29 think that rather than us doing it, it's his  
30 responsibility to figure out how to get the message  
31 out. Nobody in the neighborhood that I live in knew  
32 what was going on because we're ignorant and so far to  
33 get these messages that are trying to be pushed on us.  
34 So you guys have got a real problem here. Good luck.  
35 I'm glad I'm not sitting up there.

36 TOMMY DUNN: Anyone else?  
37 Anyone?

38 KATHERINE FARRAH: Hello council  
39 members. My name is Katherine Farrah. I spoke  
40 earlier. And I just wasn't aware of the choices that  
41 Mr. Sanders brought forward at the beginning of this.  
42 And so if the choice is just yes to give the developer  
43 to change the zoning -- to rezone the map or to not, I  
44 hope that you will choose to not.

45 Because if we say yes -- if you all choose to say  
46 yes to the developer with the caveat of input, that's  
47 what I'm concerned about. They can hear what you all  
48 will say, but do they have to accept that. You know,  
49 if you say yes and then say but, you know, that's what  
50 I'm concerned about. Is saying yes to the developer

1 for those four hundred plus homes versus what is  
2 available at this point which is about two hundred  
3 homes, which is a lot. And I've lived here for a long  
4 time, as I mentioned earlier, but I'm concerned about  
5 the changing of the landscape.

6 So it's saying yes to the developer I'm concerned  
7 about and then saying but now you need to listen to us.  
8 That's what I'm concerned about.

9 And I'm also concerned about once the land is  
10 rezoned there, then it seems like it would be easy to  
11 rezone the rest of the farm land around on 187 for  
12 commercial purposes and also this high density housing.

13 Thank you for listening. I know it's been a long  
14 night and I'm sorry I, at the last minute, jumped up  
15 when you thought it was all over.

16 TOMMY DUNN: Yes, ma'am.

17 KATHERINE FARRAH: So thank you.

18 TOMMY DUNN: Next.

19 SANDRA COFFMAN: Good evening,

20 Council. Thank you for hearing us out tonight. I  
21 appreciate your time and effort. My name is Sandra  
22 Coffman. I am the owner of Split Creek Farm located at  
23 3806 Centerville Road. Our property and our farm  
24 basically backed up to this development. There is some  
25 standoff, so we do not share a property line as best I  
26 know.

27 All of that being said, back in April I did  
28 communicate with the developers after I had heard about  
29 the plans coming out for a PD. I initiated contact  
30 there, folks. We didn't receive a card. We're right  
31 around the corner. Nor did the owner of the property,  
32 the business, whatever. So I initiated contact at that  
33 point with the pure idea of safety of my animals in  
34 mind and what would happen if potentially four hundred  
35 and thirty-five homes, all of those families, were  
36 abutting to my farm, which has been in existence for  
37 forty years.

38 I'm relatively new to the area. I'm very committed  
39 to the agricultural aspect of this community, what  
40 exists now, which is a declining thing as put in your  
41 own comprehensive report, which someone had referenced  
42 from 2016. It is a declining industry, which I really  
43 am holding on to with my fingertips right now to keep  
44 our foothold there.

45 When we talk about this particular community and  
46 this particular location, I share all of the concerns  
47 that have been brought forward; the traffic, the taxes,  
48 the school problems, the need for public security, the  
49 need for public spaces, all of those things. I am  
50 completely on board with it.

1 My problem with a planned development is simply  
2 this, and I'm going to read it from the context of the  
3 website. And it says a planned development, encourage  
4 innovative and creative design -- I'm all for that --  
5 of mixed use developments to permit a greater amount of  
6 flexibility to the developer by removing some of the  
7 restrictions of conventional zoning.

8 That is the problem that is standing here before  
9 you. Is that we are removing -- by making this a  
10 planned development, we are losing the voice of all of  
11 these people. Because all of that flexibility goes  
12 over to the developer. Because all the conventional  
13 zoning is out the window once we agree to that.

14 And I think that is really the crux of where we  
15 are. I stood in front of you guys or in front in the  
16 Planning Committee back in 2019 when this same  
17 development came up, and it was being brought forward  
18 as an R-A zoning. We stood up and we said no. Please  
19 no. Do not do that. All we -- and it was withdrawn  
20 and I do have the paperwork here where the committee  
21 had said it was not compatible with the character of  
22 the area. That was in 2019. It was not compatible  
23 with the character of the area. Your committee heard  
24 us a few weeks ago and their recommendation was, again,  
25 it as not comparable with the surrounding areas. But  
26 they added the use and value of the surrounding  
27 properties and the compatibility with density levels as  
28 the basis for denial.

29 When you look at the plan that sits before us, it  
30 is not a R-A zoning. It is worse than that. It's far  
31 worse than that. We stood up and we said, please don't  
32 put homes on eight thousand square feet. This plan  
33 that is before you tonight, regardless of what has been  
34 said about a chance before, says in zone one they're  
35 going to put three units per acre on six thousand  
36 square foot lots. In zone two, three units per acre on  
37 six thousand square foot lots. In zone three, eight  
38 units per acre on six thousand square foot lots.  
39 Commercial use. And then 4.5 units per acre on six  
40 thousand square feet.

41 We've not moved ahead since it was withdrawn last  
42 year. We've simply put a shiny wrapper on it and  
43 called it a PD and put the same thing forward, even  
44 worse now. We've in a worse predicament than we were  
45 before. Listening to the developer say I'm going to go  
46 out; I want to talk to the community; I want to hear.  
47 It was April of this year and that communication was  
48 initiated by me to the developer over concerns over my  
49 animals. There was no outreach done. None, in a  
50 year's time. What came forward was a plan. And we

1 were all -- thankfully somebody shared a website and I  
2 was able to review it. So nothing has been done.

3 And since the last meeting the owner, developer,  
4 I'm not even sure what his role is in this, has been  
5 quite eager to speak to me. He has come to my farm  
6 unannounced, uninvited. I've returned phone calls and  
7 said please don't show up. I'm not interested in the  
8 meeting. I responded to an email requesting a meeting,  
9 saying I'm not interested in talking about what is  
10 proposed. My concern remains the barrier and standoff  
11 of my farm. But as an owner in that area, a minority  
12 business owner in this community, I have very, very big  
13 concerns about what's about to happen.

14 The thought and idea that there is only two hundred  
15 and forty homes going to be put out there, which is  
16 something that I read on Facebook that has been, you  
17 know, touted, oh it's going to be two units per acre.  
18 That's not true. That's not true. This proposal  
19 before you calls for four hundred and thirty-five  
20 residential lots. Not two hundred and forty. It calls  
21 for homes being built on six thousand square feet. It  
22 talks about a twelve hundred square foot home that is  
23 two to three bedrooms. And it's like someone else had  
24 said before, a one-year warranty. But I can't do lip  
25 service. I do what's in writing.

26 And what's before this board right now is not the  
27 solution. It is not amenable to the community. It  
28 does not comport with what the surrounding community  
29 has. And someone had said before, it's only a matter  
30 of time before more creep in. Well, they were going to  
31 flip the scale over, guys. Then it will be all cookie  
32 cutter planned developments. We're talking about a  
33 cookie cutter planned development right now, folks.  
34 We're not talking about something that is innovative.  
35 We're not talking about something that is progressive,  
36 that serves to put Anderson County above the curve when  
37 it comes to our creativity and our out-of-the-box  
38 thinking. This is none of that. This is a cookie  
39 cutter planned development scheme. There's no talk of  
40 homeowner association, architectural review; none of  
41 that stuff. It's a cookie cutter throw up some houses,  
42 saturate the density. That's what this is.

43 For me, as a resident of Anderson County, I would  
44 be proud -- in fact I would champion it to the top of  
45 the world if this community would take this opportunity  
46 to do something that comported more with the  
47 surrounding area. This is a great opportunity for  
48 someone to come in and say you know what, we need to  
49 build a sustainable community. I'm not a tree hugger,  
50 folks, and I'm not. I'm a goat farmer. Okay. That's

1 what I do. I love my animals; I love nature. I love  
 2 Anderson County because I can drive down the road and  
 3 see a field and I can see somebody cutting it. I love  
 4 the fact that I can source my hay locally versus having  
 5 it trucked in from Georgia, another state. And God  
 6 only knows at what expense. Okay? I like that I can  
 7 do those things. I like that those things exist here  
 8 and I have that opportunity. I do. But I'm not a tree  
 9 hugger.

10 But I do understand sustainability. I also  
 11 understand that the trend of the world now is about --  
 12 surely during this pandemic is about how can I survive  
 13 with my food sources cut? You know, we've seen this.  
 14 We are seeing it. We don't know how we're going to  
 15 come out of this. And to take away land and space  
 16 right now to put a bunch of houses in such a volatile  
 17 time for this country, for this world as a matter of  
 18 fact, is just outlandish to me. It truly is.

19 Let's look at something different. Deny this  
 20 proposal tonight. Stop it right here. Have the  
 21 developers and the landowner really put in the due  
 22 diligence to talk to the community. Present something  
 23 to us that talks about solar lighting; talks about  
 24 agricultural opportunities; talks about a Farmer's  
 25 Market, an open air environment; something that will  
 26 support programs in this community. The FFA, 4H, all  
 27 of those things. We don't even have those in this  
 28 community. Find a resource. And put this county on  
 29 the map for doing something that is forward thinking,  
 30 out of the box, contemporary, grass roots and in  
 31 compliance with what we are doing as a country.

32 **APPLAUSE**

33 TOMMY DUNN: Let's hold it down,  
 34 please. Let's wrap it up.

35 SANDRA COFFMAN: So I digress. My  
 36 point is I'm very passionate about this. I appreciate  
 37 your time. I appreciate your effort. I am open to  
 38 talking about this with the developer when I am not  
 39 farming my land from five o'clock in the morning until  
 40 ten o'clock at night. When I'm not doing that I'm  
 41 happy to talk or to have this group of people get  
 42 together and sit down. But I am not happy with the  
 43 proposal that sits before you tonight. I adamantly  
 44 oppose it. And I hope that you will stop it here and  
 45 we can come back in a year and talk about it again.

46 Thank you.

47 **APPLAUSE**

48 TOMMY DUNN: Next.

49 TRINA DAVIS: My name is Trina  
 50 Davis and I'm in District 4. And I think I texted with



1 you back and forth about the possibility of this  
2 meeting -- this being heard in another meeting.

3 My question to you is if R-20 was good enough in  
4 the past why are you willing to say yes and listen to  
5 the developer instead of voting no and listening to the  
6 people? We don't want the planned development. We  
7 want our -- you keep -- you mentioned a couple of times  
8 the two hundred and forty mobile homes. Kind of sounds  
9 like you're against mobile home, and that's a little  
10 bit prejudice and I have a problem with that. I  
11 started out my life in a mobile home and a mobile home  
12 is a fine place to live.

13 But when you're willing to listen to him over us  
14 because of two hundred and forty -- the possibility of  
15 mobile homes versus four hundred and thirty-five homes  
16 and townhomes and all that, then there's a difference  
17 in what you're willing to represent.

18 So you do have two choices; to listen to him or to  
19 listen to us. Thank you.

20 **APPLAUSE**

21 TOMMY DUNN: Next. Next

22 RICHARD BENNETT: Richard Bennett. I  
23 live at 307 Compass Point. I represent my son who owns  
24 the property. I've lived in this community; my father  
25 as well and my mother. I went to Pendleton High School  
26 and my son is in District 4 now. I am the applicant.  
27 This is our property, I guess you call it.

28 I have -- I did try to reach out, just to comment  
29 on that, at eleven o'clock. I had a meeting per her  
30 but didn't show up. But what I'm saying in general we  
31 want to reach out to the community. I've tried to  
32 reach out. I've been -- owned a lot of property. I've  
33 developed a lot of property in this area pretty much my  
34 whole life. I had staff recommendation at the start of  
35 the thing. I join a plastic ejection molding plant on  
36 one side, a commercial gas station across the street,  
37 and I have some mobile homes on one side, high tension  
38 power lines on the other. There's some complex things  
39 going on here, more than just residential farms.  
40 Mostly our zoning out here is R-20.

41 I think there's approximately a hundred and twenty  
42 million dollar investment there. That's three hundred  
43 thousand dollar average house cost, which is probably  
44 higher than some of the surrounding area, which they're  
45 not asking for any money. I know we gave money away  
46 for different project. A hundred and twenty million  
47 dollars with about a two hundred million dollar impact  
48 for the sewer, which is ten percent I think sewer,  
49 eighteen million dollars. They'll pay an impact fee of  
50 about two million dollars just to join the sewer.

1 There should be property taxes of about a million and a  
2 half to two million dollars a year off them houses.  
3 And then a million of that -- at least a million which  
4 is probably seventy percent and a half or so would go  
5 straight to the school district. The two hundred and  
6 forty houses would have no green space and then they  
7 wouldn't allow us to have the restrictions, the roads,  
8 the accesses, restriction buffers, amenities, club  
9 house, things like that. That wouldn't probably go in  
10 the neighborhood. We would just cut it a hundred  
11 percent up. It is zoned R-20 now.

12 The reason why we're asking for it is the sewer. I  
13 think the county has done a great job with economic  
14 development. The reason all this has happened is  
15 because of the job growth. That's driving the  
16 residential housing. The residential housing will  
17 support the businesses, restaurants, etcetera, of the  
18 people moving here.

19 That is kind of how I see -- there's two hundred  
20 thousand people in Anderson County. And I think that's  
21 what's best for Anderson County. There's schools,  
22 income. I heard about bridges, potholes, no turn  
23 lanes. All this has to be by somebody. That's the  
24 cost of growing. And I think we put sewer on 187 which  
25 we spent eighteen million dollars to do. There's no  
26 doubt anywhere in the United States where you sewer you  
27 have growth behind it. It's pretty consistent.

28 Like I said, I'd like to meet with the people and  
29 discussion like no access on William Walker Road. I  
30 think that's an advantage to them. And some buffers  
31 which do not have access. But I think we need that  
32 time to discuss it. I'm asking for y'all vote to pass  
33 it on first reading. I've been here before. I think  
34 we could sit down with the community and come up with  
35 something that's good for everybody. That's what I'd  
36 ask for county council to do. Thank you.

37 TOMMY DUNN: Thank you. Anyone  
38 else? Anyone at all?

39 JOHN MCCANNON: Good evening. My  
40 name is John McCannon. I'm a proud Clemson graduate  
41 very recently. And I'm also a proud person to be  
42 educating in Anderson County starting next fall.

43 With that in mind, thinking about education and the  
44 issues that are presented here with this rezoning  
45 ordinance, I felt the need to educate myself. So what  
46 I did is I actually dove into the purpose and the means  
47 and the intents behind the zoning of R-20. I looked  
48 into it. I looked into -- on our county website, what  
49 does it say this is used for? Why is it important?  
50 And what I found is that R-20 is intended to protect

1 and maintain the quiet and peaceful character of a  
2 community. And also to discourage anything to disrupt  
3 that. I've gotten a lot of changes to grow and learn  
4 and really love the community that's around this area  
5 we're looking at rezoning today. When I look at the  
6 community, when I look at the character that we see  
7 here displayed tonight, it's pretty awesome.

8 And frankly I see the choice to rezone from R-20,  
9 which as we've had pointed out will still provide homes  
10 in that area, to this planned development, is going to  
11 be an affront to the character of the community. And I  
12 know we've said that tonight. And I don't have a whole  
13 lot more to say. But I truly believe that in the  
14 interest of the character and the purpose and the  
15 intent of what we've already established here in  
16 Anderson County about R-20 zoning, we should keep this  
17 zoning the way it is and not rezone to planned  
18 development.

19 Thank y'all for your time. It's good to talk  
20 tonight.

21 TOMMY DUNN: Thank you. Anyone  
22 else?

23 **APPLAUSE**

24 TOMMY DUNN: Public hearing will  
25 be closed. Be moving on. Do we have a motion to move  
26 forward?

27 BRETT SANDERS: So moved.

28 TOMMY DUNN: What's your motion,  
29 Mr. Sanders? What's your motion?

30 BRETT SANDERS: My motion is to  
31 pass on first reading to allow the community to sit  
32 down. Some of the issues that's come up and the people  
33 have addresses is the same issues that we need to sit  
34 down with the engineer with. I think it's the common  
35 sense thing. I want -- I don't want to see two hundred  
36 and forty houses with no buffers, nothing there. I'd  
37 rather see the farmland there, to be honest with you.  
38 But if I'm going to have an opportunity in my community  
39 to speak with them or not do anything and have two  
40 hundred and forty houses shoved down my throat, I want  
41 the opportunity to sit down and talk with them eye to  
42 eye. And that's what I'm putting forth.

43 TOMMY DUNN: Do we have a  
44 second?

45 CINDY WILSON: Second.

46 TOMMY DUNN: Second Ms. Wilson.  
47 Now discussion.

48 CINDY WILSON: May I?

49 TOMMY DUNN: Ms. Wilson.

50 CINDY WILSON: Having grown up on

1 the family working farm and continue trying to make the  
2 place support itself, it breaks my heart to see family  
3 farms and farmland around our county being busted up.  
4 The more dense we pack people in, the less pleasant,  
5 the less neighborly those communities become.  
6 Now, while we have a zoning ordinance that pretty  
7 much dictates what that place can be, I do want to  
8 encourage everybody to participate in this process with  
9 the developers and with Mr. Sanders. I'll be glad to  
10 pitch in and help, too. We have, in the county,  
11 brought in the eminent Mr. Randall Arendt who is a  
12 conservation development design expert worldwide. I  
13 think he might be of some help here.  
14 I don't think anyone wants to see the usual of what  
15 we've seen the last few years of low value, high cost  
16 slab homes slapped together. I've seen a lot of those  
17 in my own community and we have a similar situation in  
18 my own district.  
19 I would encourage that we take advantage of this  
20 facility, the Civic Center, where we can manage  
21 sanitation and safe distancing and be able to come  
22 together to work some of these issues out.  
23 I'll be glad to help, Mr. Sanders.  
24 BRETT SANDERS: Thank you.  
25 TOMMY DUNN: Thank you.  
26 BRETT SANDERS: Mr. Chairman, I  
27 have one other thing.  
28 TOMMY DUNN: Yes, sir.  
29 BRETT SANDERS: Is there any way  
30 that we can get a list at the white table to where in  
31 the community can -- a pad where they can put their  
32 name and phone number?  
33 TOMMY DUNN: We'll get something  
34 somewhere. We'll get Mr. Burns and Ms. Hunter to work  
35 something out up here before we leave.  
36 BRETT SANDERS: Okay. Thank you,  
37 sir.  
38 TOMMY DUNN: Anyone else?  
39 JIMMY DAVIS: Mr. Chair.  
40 TOMMY DUNN: Mr. Davis.  
41 JIMMY DAVIS: Thank you, Mr.  
42 Chair. Thank you all for coming out and speaking your  
43 heart. I can tell you from representing a district  
44 that has one precinct out of many that's zoned, the  
45 rest of my district is unzoned, and that encompasses  
46 Piedmont and Powdersville, a little place that used to  
47 be a little dot on the map. Now there's thousands and  
48 thousands and thousands of homes being built. And no  
49 developer comes and asks for input. No developer comes  
50 and asks for, hey, can we sit down with the people

1 living around and see what fits best?

2 And while we struggle with the high density housing  
3 in District 6, I think you have an opportunity here to  
4 sit down because at the end of the day a landowner has  
5 a right to sell his property. That's a right. And I  
6 think when you have an opportunity to sit down with a  
7 developer and hear them out -- this thing has got three  
8 readings it's got to go through. Unfortunately, in an  
9 unzoned area like my district, we don't get the  
10 opportunity. It goes before the Planning Commission  
11 and that's it.

12 So take the opportunity. If it's still the same  
13 then we have an opportunity to deny at the end. But  
14 you have an opportunity right now to have input into  
15 it. Later on you may not have that opportunity. So  
16 I'm just saying I think Councilman Sanders is right.  
17 We have an opportunity to sit down and hear what they  
18 have to say. And there's still two more readings to  
19 go. This is just the beginning of a long, long  
20 process.

21 So I just want to make sure that you understand  
22 this is a golden opportunity to sit down with an  
23 engineer and developer to hear them out. Because some  
24 places don't get that opportunity.

25 Thank you, Mr. Chair.

26 TOMMY DUNN: Thank you. Anyone  
27 else? I just want to make a comment on a couple of  
28 things.

29 Number one, I've talked to Mr. Sanders about this.  
30 This is his district. Most of the time, more times  
31 than not, I'm going to go to whoever's district it's in  
32 because they represent the people. All Mr. Sanders,  
33 he's not trying to -- favoritism to the developer, what  
34 not. He wants to make sure all the citizens understand  
35 the pros and cons. And if the citizens don't want it,  
36 he ain't going to vote for it. We've talked about it.  
37 And if it's turned down on second reading, it's done.  
38 Don't get another thing. He's just trying to get you  
39 to understand what you do have. Somebody spoke a while  
40 ago about you've got nothing on a planned development.  
41 On a planned development there is rules you have to go  
42 by. It's in writing. It's recorded. And that's it.  
43 Versus on this other thing it's two hundred and forty  
44 houses and some traffic. Just to make sure everybody  
45 understands what it is.

46 The other thing I want to make sure everybody -- we  
47 have a master plan in the county. It was done in 2016  
48 and it's tweaked and done up. And we'll be doing it  
49 again. But regardless of what the master plan says or  
50 not, state law, anybody has got a right to ask that

1 their property be -- or if they buy or stays in the  
2 family -- to ask for it to be reclassification.  
3 They've got that right. State law. Regardless.  
4 You're not going to never get a thing -- you know  
5 they can't do that, come back and do that. That's the  
6 writing, that's part of it. And Anderson County is  
7 zoned by voting precincts. And we're going to try to  
8 do a little bit better job about notification. But you  
9 know there's only so much we can do on notification.  
10 There's sign up there. And somebody knowed something  
11 and found out, because I got plenty of phone calls and  
12 talked to people. I even had some phone calls -- the  
13 phone number that was on the sign wouldn't nobody  
14 answer it. And I called it myself twice to make sure  
15 it was working.  
16 But I know Mr. Sanders, my bottom line is, ain't  
17 going to do nothing to the detriment of the community  
18 and that the community don't want.  
19 Call for the question. All in favor of Mr.  
20 Sanders' motion, show of hands. All opposed like sign.  
21 I didn't see, Ms. Wilson, make sure how did you vote?  
22 CINDY WILSON: I voted to pass it  
23 on first reading, giving it ample time to work this  
24 through ---  
25 TOMMY DUNN: It's unanimous.  
26 CINDY WILSON: --- and then  
27 reevaluate.  
28 TOMMY DUNN: I just want to make  
29 y'all understand, there will be -- Mr. Sanders will  
30 head it up -- there will be -- we're in some trying  
31 things now within this virus. There will be community  
32 meetings. Someway or another to get it out, if we have  
33 to break it up in things, in that district. Get the  
34 word out. We're not going -- nothing is going to  
35 happen, second reading or not, council is not meeting  
36 no more in the month of July. So we've got time.  
37 Nobody is trying to pull nothing over on nobody.  
38 Promise you that. Have no secret meetings.  
39 We're going to move on now. Mr. Burns, can you  
40 come up with a way about signing up and getting people  
41 ---  
42 RUSTY BURNS: The sign-up sheet  
43 is already on that white table and there's a pen there  
44 for any member of the community who would like to sign  
45 it.  
46 TOMMY DUNN: Okay. Thank you.  
47 Moving on now to next item, resolutions. We have  
48 none.  
49 Road acceptances into the county inventory. This  
50 will be District 6, Hunters Crossing Subdivision, be

1 Tracker Court and Scout Court. Do we have a motion to  
2 put this on the floor?

3 JIMMY DAVIS: Mr. Chair, I make a  
4 motion that we accept Tracker Court and Scout Court and  
5 Hunters Crossing Subdivision into the county inventory.

6 TOMMY DUNN: We have Mr. Davis  
7 and a second by Mr. Sanders. Now discussion. Mr.  
8 Burns, I'm assuming all this meets all our  
9 qualifications and recommendations?

10 RUSTY BURNS: All of those meet  
11 county standards, Mr. Dunn.

12 TOMMY DUNN: Any more  
13 discussion? All in favor of the motion show of hands.  
14 All opposed like sign. Show the motion carries  
15 unanimously.

16 We're going to move on now to item number 10,  
17 report from the Public Safety Committee meeting held on  
18 Thursday, July the 2nd. Mr. Graham is the chairman of  
19 that committee. Again, he's out of town. Mr. Davis is  
20 on that committee and will be handling his part.

21 Mr. Davis.

22 JIMMY DAVIS: Thank you, Mr.  
23 Chair. We had a really good meeting on July 2nd for  
24 the Public Safety Committee meeting. We approved the  
25 previous three months meetings minutes.

26 Then we were discussing EMS actually putting county  
27 employees in quick response vehicles, QRVs, that will  
28 be manned by paramedics, not EMTs, but paramedics, and  
29 this plan would be paid for by the respective services  
30 that we contract with by the county. So in this  
31 particular area we'll be working on a contract with  
32 Priority and they will actually pay for the paramedics  
33 in the QRVs, so there will be no cost to the county.  
34 And what this will do is it will provide a higher level  
35 of emergency response services to our citizens. And we  
36 will actually have licensed and trained paramedics that  
37 will be going to the sites to treat people and they can  
38 make determinations and the best route. And this will  
39 be an actual -- like I said before, it will be paid for  
40 by the services in the areas that are being taken care  
41 of. But the citizens will receive a higher level of  
42 service. It's no cost to the county. And we have a  
43 little bit greater control over what's going on in our  
44 emergency services in our ambulatory services.

45 This will actually be -- even though it's being  
46 paid for by the contracted services of the county, it  
47 will actually help them out in the time that they're  
48 seeing their call volume drastically drop.

49 So, Mr. Chair, if I may, I would like to make a  
50 motion to approve the recommendation from Public Safety

1 Committee to utilize QRVs manned by paramedics subject  
2 to a contract to be negotiated by the County  
3 Administrator and the county attorney as discussed and  
4 approved by the Public Safety Committee. Further, the  
5 County Administrator is authorized to sign the  
6 Agreement. And I make this in the form of a motion.

7 TOMMY DUNN: Coming from the  
8 Public Safety Committee, it doesn't need a second. Now  
9 discussion. Any discussion?

10 I want to thank -- I think this can be a great  
11 thing for Anderson County, and I think it's good. And  
12 appreciate the hard work that our EMS staff has put on  
13 this, and the Public Safety Committee. So all in favor  
14 of the motion show of hands. All opposed like sign.  
15 Show the motion carries unanimously.

16 JIMMY DAVIS: Later in the  
17 meeting we went on and talked about some radio needs  
18 that we deal with with our smaller municipalities  
19 within Anderson County. More specifically, the town of  
20 West Pelzer needed some radios to be in compliance and  
21 to have the equipment they need to provide the service  
22 for the constituents down there. We see this from time  
23 to time. It's really, from what I could gather, no  
24 cost to the county. But this has to be approved  
25 through Public Safety and then on to council. So I  
26 make a motion to provide, without cost, radio service  
27 to all municipalities within Anderson County as they  
28 see the need.

29 TOMMY DUNN: That coming from  
30 the Public Safety Committee, Mr. ---

31 JIMMY DAVIS: Yes, sir.

32 TOMMY DUNN: Doesn't need a  
33 second. Any discussion? All in favor of the motion  
34 show of hands. All -- show the motion carries  
35 unanimously. Anything else, Mr. Davis?

36 JIMMY DAVIS: No. Well, there's  
37 just a quick note. We did discuss concerning radios  
38 going forward in the future and we'll be getting more  
39 information on how we need to grow our radio system and  
40 any possible changes coming forward from that.

41 And that's all I have, Mr. Chair.

42 TOMMY DUNN: Thank you.

43 At this time, indulge me, we're going to take a  
44 quick five minute break. We're going to be back.  
45 Listen to me. When we come back, I want everybody  
46 about six foot apart. If you ain't married the  
47 gentleman over there is going to separate you. This --  
48 I'm serious, six foot apart. We'll be back in five  
49 minutes.

50

**BREAK**



1 TOMMY DUNN: ... two thousand  
2 dollars to the American Legion building in Iva. Put  
3 that in the form of a motion.  
4 BRETT SANDERS: 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 carries  
8 unanimously.  
9 Moving on now Administrator's report.  
10 RUSTY BURNS: Nothing at this  
11 time, Mr. Chairman.  
12 TOMMY DUNN: Moving on now to  
13 item number 14, citizens comments. When Mr. Harmon  
14 calls your name, you've got three minutes and address  
15 the chair.  
16 LEON HARMON: Mr. Chairman,  
17 before we start there are a few names on here that I  
18 simply can't make out so I'll do the best I can with  
19 them. I apologize in advance if I can't read your  
20 name.  
21 First speaker, Rossi Meadows.  
22 ROSSI MEADOWS: Hello. I'm Rossi  
23 Meadows. I'm from Taylors, South Carolina. I'm  
24 speaking about the Confederate monument.  
25 I'm a sixth generation South Carolinian. I'm one  
26 of seventy million Americans that are descended from  
27 these Confederate soldiers. I'm a retired public  
28 school teacher and football coach and a voting citizen  
29 and not a paid protestor.  
30 I am honored to speak on behalf of the twenty-five  
31 thousand South Carolinians that died during this war.  
32 They were husbands, fathers, sons and brothers. Many  
33 from the Anderson area who died. If the war was today,  
34 with today's population number, it would equal 1.6  
35 million deaths just of South Carolinians. This same  
36 number of men returned home with missing arms and legs.  
37 A lot of those guys lived until the 1930s. Those  
38 wives, sisters, daughters, watched those men. They  
39 were reminders of the humanity of how bad it was for  
40 these guys for the rest of their lives.  
41 After the war times were hard. It took sixteen  
42 years for the ladies of Anderson to raise the money to  
43 fund to build this monument that's out in front of the  
44 courthouse. This war memorial was dedicated to honor  
45 all sons that fought for the South. There were white,  
46 black, Native Americans, Hispanics and Jewish. They  
47 were in the army. They were sailors. And they were  
48 marines.  
49 Removing this war monument would be the same as  
50 moving a tombstone off of a grave. It's just wrong.

1 Deuteronomy 19:14 says that thou shalt not remove thy  
 2 neighbor's landmarks. And Genesis 6:9 says judge men  
 3 by the standards of their time. There was only one  
 4 perfect man and he was Jesus.

5 History is history, warts and all. If we take down  
 6 Southern monuments, we must take down all U.S.  
 7 monuments. Let's use them all as teaching tools.  
 8 Heck, let's build some more. Only the Taliban destroys  
 9 sacred monuments and graves. Thank you for your  
 10 attention.

11 TOMMY DUNN: Next.

12 **APPLAUSE**

13 TOMMY DUNN: Next. Please hold  
 14 the applause down. This ain't a town hall meeting.  
 15 Mr. Harmon.

16 LEON HARMON: Next speaker is  
 17 Judith Polson.

18 JUDITH POLSON: Hello. The Civil  
 19 War memorials perpetuate racism. They glorify those  
 20 who fought to preserve slavery as an institution in our  
 21 country. I'm not proud of that. My relatives fought  
 22 in this war. But they were wrong. The cause was wrong  
 23 and the war was wrong. It was wrong to keep slaves.  
 24 And fighting to keep people enslaved is not something  
 25 we should be proud of. The Civil War was fought for  
 26 that very reason. The statue says they were right.  
 27 Well, they were not right. And at least take those  
 28 words off the statue. Because you can't take the words  
 29 off, they're written in stone. They're meant to be  
 30 passed on to generation and generation and so glorified  
 31 racism from generation to generation. We were right.  
 32 White is right. Well, it was wrong then and it's wrong  
 33 now. So take the statues down. That's what I say.  
 34 And I think that's the right answer for us.

35 **APPLAUSE**

36 TOMMY DUNN: Again. Mr. Harmon.

37 LEON HARMON: Next speaker is  
 38 Josh Smith.

39 TOMMY DUNN: Josh Smith.

40 MALE: He's gone.

41 TOMMY DUNN: Move on.

42 LEON HARMON: Michael Whitaker.

43 MICHAEL WHITAKER: Yes. My name is

44 Michael Whitaker. I live in Anderson, South Carolina.

45 My reason for keeping the monument where it is is  
 46 simple. Removing it will not fix any of the problems  
 47 currently plaguing Anderson County. In the past  
 48 several months countless monuments, cemeteries and  
 49 museums have been viciously attacked. Many of those  
 50 monuments that were destroyed had been placed in

1 cemeteries from their original locations. Our monument  
2 could be no safer than where it is currently located.  
3 It was placed in its current location as a remembrance  
4 to those who did and did not survive that war. It is  
5 also a testimony to a time of brave and noble men. I  
6 had several Confederate ancestors that served in local  
7 regiments. Those same men helped Anderson grow to what  
8 it is now.

9 What we need to be addressing is the crime rate in  
10 Anderson County. Not monuments. The crime rate right  
11 now is at 44.9 percent versus the national average of  
12 22.7 for a severe crime, which consists of a murder,  
13 rape and so on. Then there's also the Anderson  
14 property crime, which is 95.2. The national average is  
15 only 35.4. That's based on the scale of one to a  
16 hundred, a hundred being the worst. So in Anderson  
17 County we have a serious crime issue that needs to be  
18 addressed.

19 Explain to me how removing a monument that has been  
20 in place over a hundred years will fix any of these  
21 issues. Removing physical evidence of that time will  
22 not fix current issues.

23 And to address the monument itself, it does not say  
24 anything about slavery and it does not -- it says they  
25 were right, it would prove that they were right. But  
26 if you go to the front of the epithet, it actually --  
27 it says they fought for their homes and their families.

28 Thank you for your time.

29 TOMMY DUNN: Next.

30 **APPLAUSE**

31 LEON HARMON: Next speaker Marcus  
32 Griffis.

33 MARCUS GRIFFIS: My name is Marcus  
34 Griffis. I'm from Fountain Inn.

35 To address the lady, the census of 1860 there were  
36 five million four hundred and forty-seven thousand two  
37 hundred and twenty white people in the eleven states  
38 that seceded. Of them three hundred and sixteen  
39 thousand six hundred and thirty-two were slave owners.  
40 That's 5.81 percent. Let's call it six because that's  
41 easy. What did the other ninety-four percent fight  
42 for?

43 TOMMY DUNN: Address the chair,  
44 please.

45 MARCUS GRIFFIS: Most people in this  
46 state did not volunteer even when secession was passed.  
47 Not even after Fort Sumter was fired on. Only when  
48 Lincoln called for sixty thousand troops to line the  
49 North and South Carolina border did they start signing  
50 up to protect their homes and their property.

1           Auschwitz. Where 1.1 million people were killed  
2 stands today and it stands because the Jewish people  
3 stood up and said, keep it here. We want people to  
4 know what happened so that it doesn't happen again.

5           A little thing, history is not yours to like or  
6 dislike. It's yours to learn from. If it offends you,  
7 all the better because then you may not let it happen  
8 again. It is not for you to destroy or erase. It is  
9 all of ours. Thank you.

10

11

**APPLAUSE**

12

TOMMY DUNN:

Next.

13

LEON HARMON:

Next speaker, H.K.

14

Edgerton.

15

H.K. EDGERTON:

Members of the

16

council, Mr. Chair. My name is H.K. Edgerton. I am

17

the proud son of the Honorable Reverend Roland Rogers

18

Edgerton and Annabelle Edgerton, a native of Anderson,

19

South Carolina, and the only black woman to ever

20

receive a Confederate State Funeral and has a heritage

21

award in her honor, Order of the Confederate Rose.

22

Excuse me, sir. I dropped my papers. I'd like to  
23 get them back in order.

24

TOMMY DUNN:

Go ahead.

25

H.K. EDGERTON:

Thank you.

26

I speak today on behalf of the two and a half

27

million Southern bondsmen, bondswomen, freed men and

28

freed women who from 1861 to 1865 loyally served in

29

support of the Confederate cause in however humble and

30

noble a capacity. Without the untiring sweat of black

31

men, the integrated Confederate Army would have quickly

32

ground to a halt. Black men served as teamsters,

33

cooks, blacksmiths, farriers, laborers, servants and in

34

many cases of the close friend of the white men he

35

accompanied. Many of these black auxiliaries were to

36

prove their worth in combat. Even though by law they

37

could not be compelled to fight and would not be

38

legally allowed to enlist as soldiers until the last

39

days of the war.

40

Most importantly, was the bond of love and

41

affection between black and white that transcended the

42

institution of slavery and is so incomprehensible to

43

people up north. In cases too numerous to mention,

44

friends, black and white, went off to war together,

45

stand together the hardship of camp life, the comradery

46

of Army life, the stress of campaigning, the excitement

47

of battle, the agony of the hospital and the painful

48

separation of death. Stories abound of faithful black

49

friends and servants seeing to the comfort of their

50

white friends' last moments on earth. And with

1 terrible countenance and broken hearts began the  
2 sometimes difficult and arduous task of obtaining  
3 proper burial for his friend and then bringing the  
4 painful news home.

5 Only love can explain such a bond. Fear of the  
6 mass cannot explain it. And our Northern friends  
7 dismissed it as so many fairytales. These Northerners  
8 missed a very important point. We are Southerners,  
9 too. By 1861, we had worked with white settlers for  
10 two centuries. South Carolina, Georgia, Tennessee,  
11 North Carolina was our home. The average black  
12 Confederate understood his duty as God gave him the  
13 might to perform it. He performed his duty without  
14 expectation of reward or promise of freedom, but knew  
15 that if he worked and struggled and fought hard for the  
16 Confederate cause as a loyal subject, the white people  
17 of the South would do right by him.

18 When Sherman marched to the sea, he destroyed black  
19 homes as well as white. Stole foodstuffs that would  
20 keep black children from starving, as well as white.  
21 His soldiers raped and killed women, black women, and  
22 forced loyal black men to volunteer for their army at  
23 bayonet point or more common to act as laborers so that  
24 white Yankees could sit on their backside.

25 Then came 1865, the complete collapse of the  
26 Confederacy, so-called freedom for the slaves ---

27 LEON HARMON: Time, Mr. Chairman.

28 H.K. EDGERTON: --- and the  
29 beginning of a hundred and thirty-five years of  
30 deferred promises to African Americans under the stars  
31 and stripes. The white South was ready to do right by  
32 their former slaves. They accepted the facts of  
33 freedom and were prepared to make provisions for the  
34 new free men within the limits of an impoverished and  
35 devastated South.

36 But even though the Southern armies had  
37 surrendered, the North had not finished their conquest.  
38 They began a deliberate policy of poisoning the minds  
39 of the former slaves against their former masters. The  
40 bonds of love and affection were severely tried and in  
41 many cases sundered. The North spread anarchy and  
42 hatred through their secret black societies called the  
43 Loyal League. By the misrule of the carpetbag  
44 governments they spread corruption across the defeated  
45 South. They continued their deliberate economic  
46 boycott on the South until the mid Twentieth Century.

47 TOMMY DUNN: I'm sorry, sir.  
48 That's time. I give you a few more seconds because you  
49 dropped your pages. But that's good. Thank you.

50

**APPLAUSE**

1 H.K. EDGERTON: God bless you, sir,  
2 and thank you very much.

3 TOMMY DUNN: Next, please.

4 LEON HARMON: Michael ...

5 TOMMY DUNN: Sorry. He can't  
6 read. I don't know how he got through law school.  
7 Michael Adams.

8 MICHAEL ADAMS, JR.: Yes, Michael Adams,  
9 Jr., 2211 Hudson Road, Greer, South Carolina 29650.

10 I come here today to -- I stand in front of y'all  
11 today to show support for the Anderson Confederate  
12 Monument. This monument represents the Confederate  
13 veterans who served across the Anderson area. These  
14 men are veterans just like today's veterans who give  
15 the ultimate sacrifice for their country. Some come  
16 back; some don't make it back. If they do make it back  
17 home, some wounded mentally or wounded on the outside.

18 Men of all backgrounds, race, received pensions  
19 after the war. If they were dead their wives would  
20 receive it.

21 When I hear about monuments being torn down and  
22 being taken down, it breaks my heart because I  
23 personally have family members on monuments, as well,  
24 such as Camp Douglas in Chicago. My family had service  
25 in second North Carolina Company K was captured in 1862  
26 and some of my family members were killed in Chicago.  
27 There's a moment there called Camp Douglas to represent  
28 the Confederate veterans. The men are veterans and  
29 shall not be forgotten. Thank you.

30 **APPLAUSE**

31 TOMMY DUNN: Thank you. Next.

32 LEON HARMON: Angela Winbush

33 Brown.

34 ANGELA WINBUSH: Thank you, Mr.  
35 Councilman for letting me speak. Thank you all.

36 I've live in Anderson County my whole life and love  
37 my country. I'm proud to be an American. And I know  
38 that that statue stands for hate and it is like a black  
39 cloud over Anderson County. So I am here to voice my  
40 opinion. Let's do -- let's take the statue down as an  
41 act of love for us here in Anderson County. Let's come  
42 together. Look at us. We've never been in this place.  
43 We all have on masks. God is trying to get our  
44 attention. Let's let some light shine on us, y'all.  
45 Take it down. Put it in a place where we can view it.  
46 And replace it with an American flag. Thank you.

47 **APPLAUSE**

48 TOMMY DUNN: Next.

49 LEON HARMON: Next speaker Hunter

50 Meadows.

1                   HUNTER MEADOWS:                   Hey, I'm Hunter.  
2    Hey, people, ---  
3                   TOMMY DUNN:                    Address the chair,  
4    please.  
5                   HUNTER MEADOWS:                   --- we're still  
6    here. The decedents of Confederate veterans are still  
7    here. There's millions of them scattered throughout  
8    the world. Especially in the region of their genesis,  
9    Dixie, the Southern part of the United States.  
10    Jamestown, Virginia was founded many years before  
11    Plymouth Rock, Massachusetts. The South is the oldest  
12    established region of America as we know it. Our  
13    heritage is of explorers, pioneers, pilgrims,  
14    trailblazers, discoverers and farmers. And this early  
15    concept of American identity was forged by Southerners.  
16    George Washington was a Southerner. Thomas Jefferson  
17    was a Southerner. Most of our founding fathers were  
18    Southerners. Only after the defeat of the South in  
19    1865 did our nation come under control of wealthy  
20    Northeastern elites.  
21    What we are witnessing today is the inevitable  
22    fragmentation of what the Union forcefully amalgamated.  
23    Many lives are propped up in an attempt to hold it all  
24    together. One of them being that every Southerner  
25    fought to keep slaves. Does anybody really believe my  
26    poor ancestor was thinking about black people when he  
27    marched into cannon fire? How ridiculous. My ancestor  
28    marched into cannon fire because his homeland was  
29    invaded by a renegade federal government. Because the  
30    South lost the war, it cannot be responsible for the  
31    condition of our nation today.  
32    And for all these people claiming that these  
33    memorials were put up to intimidate black people, you  
34    are parroting unfounded false, fake lies.  
35    Here's the truth. Years after the war when  
36    reconstruction was over the South slowly started  
37    recovering and Southern women began collecting pennies  
38    to pay tribute to their men who never returned home  
39    from war. These people never got to say goodbye to  
40    their family. Never got to bury them. The fighting  
41    age male population of the South was decimated. Small  
42    towns were without men. And so women picked things up  
43    and funded memorials so their family could be honored.  
44    That's what these statues are. Memorials.  
45    Do Southerners have a right to memorialize their  
46    ancestors? Why not? The South is the only region of  
47    the United States that understands defeat. Southerners  
48    suffered the greatest loss of life and treasure  
49    fighting for independence. Not even the American  
50    Revolution was that bloody. The war crimes committed

1 against the South are numerous. Mass murder, rape,  
2 arson and theft are just a few short terms to describe  
3 what went on. Southerners did not ask for reparations  
4 ---

5 LEON HARMON: Time, Mr. Chairman.  
6 HUNTER MEADOWS: --- nor did they

7 ask for an apology from the ---

8 TOMMY DUNN: Time. Next,  
9 please.

10 HUNTER MEADOWS: This is my last  
11 sentence.

12 TOMMY DUNN: No, that's it.  
13 Time.

14 **APPLAUSE**

15 LEON HARMON: Next name I simply  
16 cannot read. First name might be Ron. I'm not sure.

17 TOMMY DUNN: Is Ron here? Ron.  
18 We'll get to it. Go on to next.

19 LEON HARMON: Next speaker is  
20 Tonya Winbush.

21 TONYA WINBUSH: Hello. My name is  
22 Tonya Winbush, District 1, Craig Wooten. I spoke with  
23 John Wright, Jr. on Sunday, who will be taking your  
24 place very soon, and he agreed with me that the  
25 monument needs to be moved to a museum.

26 And the only thing that I'm asking you all is I  
27 want the same courtesy that you all show to the Second  
28 Amendment citizens who are supportive of the Second  
29 Amendment. The law -- the redline laws are state laws.  
30 Therefore those laws, they carry more weight and  
31 authority. And the sanctuary people are saying, well,  
32 we want to be safe from those laws in case they come to  
33 the citizens of Anderson County.

34 At the same right, the Heritage Act says that it  
35 takes authority from Anderson County when it comes to  
36 moving a monument, a Civil Rights monument. And so in  
37 that instance that's taken -- because the state has  
38 taken that right, I want an ordinance similar to the  
39 one, the resources and the gatherings, I want a  
40 meeting, I want help from the county council just like  
41 you all gave those citizens to the same equality and  
42 unity with all citizens being equal, having the same  
43 access when they have concerns, I want to have that  
44 same discussion in reference to moving this monument to  
45 a museum.

46 I don't want to argue history because everybody see  
47 history through their own eyes. I can read a book that  
48 can debate and give history very different from what  
49 you just heard. I'm not here to debate that. All I  
50 know is, slavery was in South Carolina. The KKK was in



1 South Carolina when I came back from the army to visit.  
 2 In '94 or '95, the KKK was having a rally downtown  
 3 Anderson around this monument. And if it didn't  
 4 represent the KKK and the Confederate statue didn't  
 5 represent the KKK, then why do they love it so much? I  
 6 don't care why. But there's a -- there is a distinct  
 7 connection and relation and because we know it causes  
 8 division, because we know that it is not a place of  
 9 love and unity, I don't care how many scriptures you  
 10 quote. We know what slavery was, what it did, and why  
 11 it was here. And it is still a part of our existence  
 12 today. You can still see the remnants of the division  
 13 and the segregation even in Anderson, South Carolina  
 14 when my mom as a little girl had to go to the black  
 15 water fountain or the white water fountain. Not my  
 16 grandmother, but my mother.

17 So there's time for a change. And we can come  
 18 together in unity and talk or the same way that the  
 19 citizens with the Second Amendment right propose when  
 20 they came up here and they threatened and they told  
 21 y'all, we're going to vote you out if you don't go with  
 22 the world on the right side of history with this  
 23 change, then I promise you, you won't be there very  
 24 long. That's all.

25 **APPLAUSE**

|    |   |                   |
|----|---|-------------------|
| 26 | TOMMY DUNN:   | Next.             |
| 27 | LEON HARMON:  | Next speaker is   |
| 28 | Jamie Ashworth.                                       |                   |
| 29 | TOMMY DUNN:   | Jamie Ashworth.   |
| 30 | Next.   |                   |
| 31 | LEON HARMON:  | Next speaker H.P. |
| 32 | Gravely.  |                   |
| 33 | TOMMY DUNN:   | H.T. Bradley.     |
| 34 | Next.   |                   |
| 35 | LEON HARMON:  | Wayne Whitefield. |
| 36 | WAYNE WHITEFIELD:                                     | My name is Wayne  |
| 37 | Whitefield. I'm from Belton, South Carolina. It's     |                   |
| 38 | good to be here tonight and thank you for allowing us |                   |
| 39 | to speak our mind.                                    |                   |

40 I'm really tired of the South being used as the  
 41 whipping post, our history being used as a whipping  
 42 post by the rest of the country when it comes to racial  
 43 issues. We see what's going on now in our country with  
 44 all these statues coming down all over the place.

45 I want to point out a couple of things here that I  
 46 think might be interesting. One fellow pointed out a  
 47 while ago that there were twenty-five thousand lives  
 48 lost by South Carolina. There's something I want you  
 49 to know. South Carolina has a distinction. That  
 50 distinction is that this state sacrificed more lives

1 per capita than any other state in the war, North or  
2 South. Did you know that? One in fourteen South  
3 Carolina males lost their life in that war. Sixty  
4 thousand South Carolinians marched off to war. Only  
5 twenty-five thousand came home.

6 There's a couple of public laws I'd like to quote  
7 here that gives you some legal ground to stand on when  
8 it comes to making some of these decisions. By an act  
9 of Congress in 1957, U.S. Public Law 85-425 Section  
10 410, approved May 23, 1958. This law made all  
11 Confederate veterans equal to U.S. veterans and Union  
12 veterans. There's another one. Also U.S. Public Law  
13 810 approved by the Seventeenth Congress, February 27,  
14 1929, the War Department was directed to erect  
15 headstones and recognize Confederate grave sites as  
16 U.S. War grave sites.

17 So when someone desecrates, destroys or removes a  
18 monument which is a memorial he is removing a statue or  
19 a memorial to a U.S. Veteran.

20 And that's all I've got to say.

21 **APPLAUSE**

22 TOMMY DUNN: Mr. Harmon, next.  
23 LEON HARMON: Next speaker, Mary  
24 Mills.

25 MARY MILLS: I'm Mary Mills and  
26 I live in District 1. I was born in Anderson, as were  
27 my parents. A couple of my grandparents were born in  
28 Anderson County and lived here all their lives, and  
29 also some of my great grandparents.

30 My great grandfather had a small farm on Belton  
31 Highway a little bit down from Forest Lawn Cemetery on  
32 the other side of the street and it was a small farm.  
33 He had it just to support his family and make a living  
34 and maybe there were a few other people that had some  
35 food that came from that farm. He was a Confederate  
36 soldier. And he did this to provide for his family.  
37 I'm sure at the time he thought it was the right thing  
38 to do. He was definitely not part of the decision for  
39 South Carolina to secede from the Union, but  
40 nevertheless this is where he found himself. And I'm  
41 sure that he felt that his -- the economic system of  
42 the South was threatened. And I'm sure this is what he  
43 had in mind when he signed up to be a Confederate  
44 soldier.

45 I don't see the statue as a symbol of hate. I see  
46 it as a symbol of love like the love that my great  
47 grandfather had for his family when he felt like it was  
48 the only thing he could do was to try to preserve his  
49 way of life here in the South.

50 So I'm in favor of keeping the statue the way it

1 is, a statue to commemorate the efforts of the  
2 Confederate soldiers. Thank you.

3 **APPLAUSE**

4 TOMMY DUNN: Next.

5 LEON HARMON: William Brock.

6 RAY BROCK: Mr. Chairman,

7 council members. I'm Ray Brock. I'm from Ms. Wilson's  
8 district. I've already spoken with you, Mr. Dunn,  
9 concerning this, and I enjoyed the conversation.  
10 Thanks for returning my phone call.

11 I would like to respectfully request that y'all  
12 keep the statue where it is, as it is. Not for myself,  
13 but for my ancestor Caleb M. Shaw, who was a private in  
14 Company K of the First South Carolina. He went on and  
15 enlisted in 1863. He was at Appomattox Courthouse with  
16 General Lee when he surrendered. And he was pardoned.  
17 Which means that in their terms, they had a term for it  
18 called -- all the Southerners called it swallowing the  
19 dog because they had to live with it and they had to  
20 swallow the dog all through reconstruction. And they  
21 had to swear allegiance. And it wasn't just a Union  
22 officer that they had to do it to. Any Union soldier  
23 that came along could make them swear allegiance and  
24 swallow the dog repetitively. He was blessed to come  
25 home.

26 The statue was erected to memorialize those who  
27 didn't come home. Those who were buried in far away  
28 battle fields in mass graves with no marker, with no  
29 marker for their loved ones to go see. And I'm not  
30 going to argue the right and wrong of slavery. I admit  
31 it's wrong. It was wrong with the Muslims did it in  
32 biblical times. I'm not going to argue the ins and  
33 outs and rights and wrongs. It's history. That  
34 memorial is no different, as you have already been told  
35 and we've all been edified. The Confederate soldiers  
36 were accepted as American soldiers. No more different  
37 than those who went to Vietnam, those who went to World  
38 War II, those who went to World War I.

39 Now, if we tear down the monument to our  
40 Confederate dead, when is the day going to come when  
41 somebody who has German ancestry, Japanese ancestry,  
42 Korean ancestry, say that they are offended by a  
43 memorial that memorializes the dead from our ranks that  
44 died in a war on their soil? And that is where we're  
45 going to. That's the slope that we're fixing to take.  
46 And it won't just stop at this monument. About love,  
47 that comes between each person.

48 LEON HARMON: Time, Mr. Chairman.

49 TOMMY DUNN: Thank you, Mr.

50 Brock.

1 RAY BROCK: Thank you very  
2 much. Thank you for your time.

3 **APPLAUSE**

4 TOMMY DUNN: Next.  
5 LEON HARMON: Anthony Arnold.  
6 TOMMY DUNN: Anthony Arnold.

7 Next.  
8 LEON HARMON: Buddy Compton.  
9 TOMMY DUNN: Buddy Compton.

10 Next.  
11 LEON HARMON: Mary McAbee.  
12 MARY MCABEE: Members of council,  
13 my name is Mary McAbee. I am a resident of county  
14 council District 4. And I'm here tonight to tell you a  
15 story. It's a story of a young farmer who in the  
16 spring of 1861 left his home, his wife, his four small  
17 children, and his state to go to war. He did not own a  
18 large plantation. He did not own a single slave. His  
19 state and other states and a new alliance of states  
20 were under attack. So this young farmer, Thomas Porter  
21 Cooper of the old Quaker Church Community near Hickory  
22 Tavern left South Carolina and marched to Virginia to  
23 protect his home and his family. Cooper rose to the  
24 rank of sergeant in Company C Third Battalion South  
25 Carolina Infantry CSA. His unit saw action in and  
26 around Richmond in 1861 and 1862. And in early  
27 September of 1862 his unit was moved to the small  
28 village of Sharpsburg, Maryland. There were several  
29 skirmishes between Federal and Confederate troops  
30 leading up to the Battle of Antietam on September the  
31 17th in 1862.

32 Sergeant Cooper did not participate in that bloody  
33 battle. He had been wounded and captured in one of the  
34 earlier skirmishes. Held as a prisoner of war for  
35 almost two months, he was sent back to Richmond after a  
36 prisoner exchange. Still suffering from his wounds and  
37 already sick with pneumonia, Thomas Cooper was sent to  
38 one of the many Richmond hospitals. He died there  
39 November 28th, 1862 and was buried somewhere.

40 His family was not with him when he died. His wife  
41 could not comfort him. His children could not say  
42 goodbye. There was no funeral. There was no ceremony.  
43 There was no marker. It took months for the news of  
44 his death to reach South Carolina. And so Thomas  
45 Cooper, like John Brown, lies a moldering in his grave,  
46 a grave unknown to his family to this very day.

47 How do I know this story? I know this story  
48 because it is my personal story. Thomas Porter Cooper  
49 was my great grandfather.

50 I tell this story to stress the reasons to preserve

1 and display our monuments. My great grandfather has no  
2 marker, no memorial, other than the ones like the  
3 Anderson County monument to the Confederate dead. It  
4 is important to preserve and display these monuments as  
5 monuments to the dead and to the past.

6 LEON HARMON: Time, Mr. Chairman.

7 MARY MCABEE: Thank you.

8 TOMMY DUNN: Thank you. Next,

9 Mr. Harmon.

10 **APPLAUSE**

11 LEON HARMON: Robert McCurry.

12 ROBERT MCCURRY: Good evening,  
13 gentlemen. My name is Robert McCurry. I'm sixty-three  
14 years old. Lived here my whole life. I'm the second  
15 great grandson of a Confederate soldier that fought in  
16 several battles. He actually went into Gettysburg and  
17 they won the first battle. And he was there when they  
18 lost the second one.

19 When the First Brigade of the Southern Confederate  
20 veterans and primarily sharpshooters camp, monuments is  
21 currently protected by South Carolina Heritage Act,  
22 which was passed in 2000. The Heritage Act calls for  
23 two-thirds of vote in the South Carolina General  
24 Assembly before any monument can be altered or removed.  
25 The Heritage Act, all monuments, roads, buildings,  
26 named for any historic figure or historic event, while  
27 the county cannot act on this issue, it would be wise  
28 to remember that calling for action on the Heritage Act  
29 would bring all existing monuments, roads and buildings  
30 into potential controversy.

31 In 2004 the moving of the Anderson County  
32 Confederate Monument was brought forward and discussed  
33 at all -- at that time the issue was resolved, the  
34 monument remained and it's still in its original  
35 location.

36 You ever heard of the term to the victor goes the  
37 spoils? The victor was the Union, so they got to write  
38 the history books. That's why we have confusion today  
39 with history. That's why we have confusion today with  
40 slavery. The war was not started over slavery.  
41 Slavery came in to be an act of war to win the war.  
42 Mr. Lincoln said himself that he brought in slavery  
43 into the act to keep the foreign governments from  
44 giving the South military weapons. This was later in  
45 the war. The South was winning at the time.

46 Just keep in mind, history is not accurate as it's  
47 taught in schools. And I'm sorry that the teacher left  
48 that teaches the history because she's been teaching it  
49 wrong the whole time.

50 This is Stewart Jones of the South Carolina House

1 rights. For those that are arguing history monuments  
2 are the root of our problem, I urge them to realize  
3 that individual responsibility is the capitalist of  
4 freedom. At some point people must stop blaming others  
5 and realize that they as an individual are responsible  
6 for their own destiny. Tearing down and defacing these  
7 monuments are pure Marxist. What we see as happening

8 ---

9 LEON HARMON: Time, Mr. Chairman.  
10 TOMMY DUNN: Sir, I appreciate  
11 it, but it's time. Next.

12 **APPLAUSE**

13 LEON HARMON: Reverend C.W. or  
14 G.W. Hicks.

15 TOMMY DUNN: C.W. Hicks.

16 C.W. HICKS: Good evening. And  
17 it is getting to be evening. I'm Reverend C.W. Hicks.  
18 I'm the pastor of Crossway Community Church in Sandy  
19 Springs. Under the direction of Brother Sanders, I  
20 enjoy a good district. But I've listened carefully to  
21 many things that's been said and I respect each one of  
22 those. But I take a different pathway.

23 I look at an old rugged cross that was established  
24 for God's Son to come and look down the corridors of  
25 time and see us enslaved in sin and He died on the  
26 cross that we might be free. Free from that sin. You  
27 can't erase the history of our sin. But we learn from  
28 it. We can't erase the history of what's been done in  
29 the past. And these monuments, they stand as a  
30 reminder to encourage us to be thankful that we  
31 survived and it's time for us to move on.

32 My suggestion, as our sister said take it down out  
33 of love. I'm saying leave it there in love and let it  
34 be and move forward to the blessings that God has for  
35 us all. Thank you for listening.

36 **APPLAUSE**

37 TOMMY DUNN: Next, Mr. Harmon.

38 LEON HARMON: Connie Paul.

39 TOMMY DUNN: Connie Paul.

40 CONNIE PAUL: I'd just like to  
41 say I'm in favor of taking the monument down because  
42 the monument means one thing to me or to my race of  
43 people than it means to others and their race of  
44 people.

45 I have a definition here. A question is asked,  
46 what did the Confederates believe in? The Confederate  
47 States of America believed in several things that  
48 differ from the views of the North. Much of the South  
49 believed in the moral integrity of slavery. They  
50 believed that American -- African Americans were

1 inferior to them. They were very protective of their  
2 right to own slaves. I'm in favor of taking the  
3 monument down because we do not need a reminder of the  
4 bad or the history of the bad. I agree we need to move  
5 forward, but we don't need a reminder of slavery.

6 **APPLAUSE**

7 TOMMY DUNN: Next, Mr. Harmon.  
8 LEON HARMON: Carl Lund.  
9 TOMMY DUNN: Who is that?  
10 LEON HARMON: Carl Lund.  
11 TOMMY DUNN: Carl Lund. Move

12 on.  
13 LEON HARMON: M.M. Hullett.  
14 TOMMY DUNN: What's that?  
15 LEON HARMON: M.M. Hullett.  
16 TOMMY DUNN: M.M. Hullett.

17 Next.  
18 LEON HARMON: James Allen.  
19 TOMMY DUNN: James Allen.  
20 LEON HARMON: Terry Allen.

21 Elizabeth Fant.  
22 ELIZABETH FANT: Elizabeth Fant,  
23 District 3. So much has been said tonight, and I think  
24 everybody in their own way has been right. I'm  
25 sensitive to how people view what has happened, but I  
26 am also in agreement that the statue is just that, it's  
27 just to commemorate the deaths of those who died in the  
28 Confederate struggle. The North -- it was a war of  
29 Northern aggression. They wanted to stop the economics  
30 of the South.

31 If you listened to Mark Levin last night, his  
32 program really explained all about slavery, slavery all  
33 over from Christian ages down through -- it's not just  
34 in America. Slavery is wrong. But slavery can not  
35 only be possession of somebody. Slavery can be slavery  
36 to taxes. Every one of you in here in this room is a  
37 slave. You don't own anything.

38 I would like to see us move forward with love for  
39 each other, sensitivity, but we don't need to take any  
40 statue down. We don't need to take the Confederate  
41 statue down. We don't need to take Whitaker, who's  
42 just a few feet down. We don't need to start changing  
43 names of sports teams. We don't need to change Wade  
44 Hampton High School. None of that. It's history.  
45 It's history. Oh, well. Yes, oh, well. And once you  
46 start doing that in one place and you destroy history  
47 here and you destroy it there and you destroy it there,  
48 you become a Communist Marxist nation where nobody then  
49 knows what the history was. We need to know what our  
50 history is and we need to learn from it and we need to

1 move forward and not be slaves to all of this garbage  
2 that's being fed to us to make us hate each other.  
3 That's all it is. And we don't hate each other. We  
4 love each other. But we need to respect each other and  
5 forget about all these things that are so -- they're  
6 important maybe to you, one thing, but once you start  
7 picking apart life, you've picked it apart down to  
8 nothing but bones.

9 **APPLAUSE**

10 TOMMY DUNN: Mr. Harmon.  
11 LEON HARMON: Next speaker, Brian  
12 Malfris (phonics). Brandon Hawkins.

13 BRANDON HAWKINS: Brandon Hawkins.  
14 First of all, I just want to thank you guys and  
15 Administrator Burns and our attorney. I think this is  
16 kind of a subjective issue. It's kind of a waste of  
17 time because the state already has something in place  
18 called the Heritage Act.

19 And I'll keep it short and sweet. Those who do not  
20 remember the past are doomed to repeat it.

21 **APPLAUSE**

22 TOMMY DUNN: Next, Mr. Harmon.

23 LEON HARMON: Carl J. Kelly.

24 TOMMY DUNN: Mr. Kelly. Mr.

25 Harmon.

26 LEON HARMON: That's all that are  
27 signed up, Mr. Chairman.

28 TOMMY DUNN: Thank you.

29 Moving on now further on the agenda ---

30 LEON HARMON: Mr. Chairman. You  
31 have one person back there.

32 TOMMY DUNN: Yes, sir. You  
33 wasn't on the list. I'm sorry, you have to sign up  
34 beforehand. Well, I'm sorry. That's just the way the  
35 rules are. Been like that.

36 Moving on, remarks from council members. Ms.  
37 Wilson.

38 CINDY WILSON: There we go.  
39 Monuments mean different things to different people.  
40 I'm for adding more monuments downtown. And I can  
41 think of no better monument than to a person living  
42 today who's done so much for this community. She's a  
43 highly educated lady. She has been on Anderson City  
44 Council I guess for thirty or forty years. She raised  
45 up the Westside Center. She's done a lot in the  
46 community there.

47 But I remember when the previous council and  
48 administrator were so hateful and cruel to me in front  
49 of my young daughter at a meeting, Dr. Bee Thompson and  
50 her late husband invited me to come sit with them. So



1 she has touched my heart and she's touched a lot of  
2 hearts in this community. I can think of no one better  
3 to honor than Dr. Bee Thompson.

4 **APPLAUSE**

5 CINDY WILSON: The monument that's  
6 there now, that represents folks who died. My  
7 ancestors came down the Appalachian trail in the late  
8 seventeen hundreds and settled here. They were  
9 subsistence farmers. They didn't think well of  
10 slavery. They slaved themselves. We have a diary in  
11 the family that was from 1835 where the family almost  
12 starved to death. It was what they called a famine.  
13 It's a drought now.

14 My great great grandfather is buried at a little  
15 church somewhere up in Richmond, Virginia. One of my  
16 cousins found the grave. He went because of the  
17 economic and other issues. Not slavery. There were  
18 tariffs and embargos of the South, so that was what  
19 most of the folks from the upstate fought over. His  
20 young wife with three little children and one expected  
21 made the arduous trip up to Virginia before the battle  
22 of First Manassas to see her husband. I understand at  
23 the time that was not -- that was frowned upon for  
24 women to make trips unaccompanied.

25 But there is so much history. And as I mentioned  
26 at our last meeting, if we try to erase history, how do  
27 you know where you've been, so how do you know where  
28 you're going? I think we need to honor all who have  
29 sacrificed and meant a lot to this county. And I can  
30 think of no better new monument to add than Dr. Bee  
31 Thompson, and I'd be happy to work on that with anyone.  
32 But we need to keep the monument that's there. Let's  
33 add more monuments.

34 **APPLAUSE**

35 TOMMY DUNN: Mr. Wooten.

36 CRAIG WOOTEN: In listening to  
37 people tonight, I think the only thing that I regret  
38 somebody said was a man said earlier I don't care what  
39 a woman thinks. And I know he didn't agree with her  
40 opinion, but I care what people think in my community.  
41 And I care what things mean to them. And I'm not going  
42 to tell somebody that they shouldn't be offended by  
43 something nor should I tell somebody that they should  
44 love something.

45 Everybody has their individual right to make up  
46 their mind whether they like the monument or they  
47 dislike the monument. They have their individual right  
48 to make up their mind whether or not they want to  
49 interpret the meaning of history in one way versus  
50 another. Why one man from Texas went to the Civil War,

1 versus one man from Virginia can be totally different.  
2 I mean I think nobody can argue the overarching concern  
3 whether it be state's right or economics was a level of  
4 slavery. And in an historical view, nobody agrees with  
5 that.

6 But I guess where I'm coming from is people want to  
7 make this a binary conversation. They want to say are  
8 you for it up, are you for it down? Because we need to  
9 draw a line so that we can disagree. Actually what I'm  
10 more concerned about as I was listening to Fox radio on  
11 the way over here, we have two aircraft carriers in the  
12 South China Sea as our President is moving ships  
13 because of Chinese aggression. In the next twenty  
14 years China and India will almost quadruple their  
15 population as we hardly grow. We've already seen the  
16 textile plants that my grandparents worked in go  
17 overseas. Now we're seeing technology go overseas.  
18 Now we're seeing other countries, GDP rising as we are  
19 suffering twenty-five trillion in debt. But yet we're  
20 going to argue locally over who has the right to think  
21 which way or what way about a statue or a previous war.  
22 And that's not to diminish anybody's feelings here as  
23 much as to say a time is coming where there's going to  
24 be a rezoning. That doesn't go away. The powers in  
25 other countries will assert themselves. And we're  
26 going to be a group of people squabbling amongst each  
27 other in the middle of an opioid crisis, in the middle  
28 of a COVID crisis, in the middle of an educational  
29 crisis. Last we were trying to figure out funding for  
30 EMS so that if anybody in this room has a heart attack  
31 that proper care comes. We'll be debating whether or  
32 not we spent forty million dollars on a prison. I wish  
33 we were debating on how to spend forty million dollars  
34 on how to turn the square downtown into a place that  
35 kids were playing constantly and not that people were  
36 crossing to go to Court to see a Judge.

37 So as I would like to put it, there's nobody in  
38 this room from our state delegation. Senator Cash  
39 isn't here. Senator Mike Gambrell isn't here. Neither  
40 is Representative Thayer, Bryant, Gagnon, West, Cox or  
41 Hill. They're the ones who have the authority to take  
42 this statue down. Nobody on this bench has the  
43 authority to take the statue down. Now we can pass  
44 resolutions. We can say things. We can send emails.  
45 But nobody on this bench has the authority to take that  
46 statue down. Only the guys in Columbia do.

47 Columbia has authority over Anderson. Washington,  
48 D.C. has authority over Columbia. There's a parallel  
49 drawn that we should move forward on this because of  
50 the Second Amendment. I claim a different distinction

1 there.

2 The Second Amendment ordinance was to affirm a  
3 federal guidance from our Bill of Rights and Second  
4 Amendment to say that we affirm the Second Amendment.  
5 What you're asking us to hear, that's coming down the  
6 chain to us. The supremacy clause in the Constitution  
7 says that the Federal government is over us. What  
8 you're asking us here is to go up the chain and say,  
9 hey, Columbia, we want to tell you how to do things  
10 when you have Columbia representatives that live  
11 amongst you. I wish they were here tonight. I wish  
12 this many people would go to their delegation meeting.

13 We had a lady earlier tonight that said this  
14 development is going to hurt our schools. Guess what?  
15 We have representatives on the school board that we  
16 elect. I didn't see any school board representatives  
17 here wanting to talk about that development because  
18 they want county council to deal with it. Just like  
19 the state house guys want county council to deal with  
20 it.

21 But you know what, they cut our funding to the  
22 county but then they take powers to vote on things like  
23 this up to the state. So I say send it to the state.  
24 Tell them to do their job and make a decision on it.

25 But I'm not going to argue about statues and get  
26 everybody worked up and mad at each other in our  
27 community when we've got to figure out EMS, we've got  
28 to figure out this jail, we've got to figure out  
29 police, we've got to figure out how to pave the roads,  
30 we've got to figure out whether or not people's  
31 farmland is disturbed or not so they can have peaceful  
32 existence when there's people who have already taken  
33 that authority away from us.

34 So that's not to shrug my duty or to diminish  
35 anybody on either side of this issue as much as I hope  
36 one day that we can have a packed house to talk about  
37 how to make this county a better place. That we can  
38 make it safer for all people. That we can educate our  
39 kids. And that we can live for the next forty years.  
40 So I think that's where I've just got to leave it at.  
41 I mean that would be like the people here tonight angry  
42 about county zoning storming into the Pendleton Town  
43 Council and telling the Pendleton Town Council to call  
44 Anderson County and tell them to do something about  
45 zoning. That wouldn't make much sense.

46 Take it to the State House. They passed the  
47 Heritage Act. They're the ones that wanted to decide  
48 on it. They need two-thirds or I think the Attorney  
49 General said they only need fifty percent plus one.  
50 That's where to take it to. And I'm just going to keep

1 on trying to make this place a better place and  
2 hopefully that we can get to the real meat of the issue  
3 because when it comes to the jail, when it comes to  
4 EMS, when it comes police, that's going to affect  
5 everybody in this room, black, white, Hispanic. It  
6 doesn't matter. And that's what I got on county  
7 council to do. And quite honestly, all races, all  
8 backgrounds that fought in Vietnam, Gulf War, War on  
9 Terror, Operation Enduring Freedom, Korea, Panama. I  
10 mean there's a lot of people to remember. And I don't  
11 want to -- I don't diminish anybody from the  
12 Confederacy, but nobody from the Confederacy dying  
13 trumps anybody dying in Vietnam. And nobody in Vietnam  
14 dying trumps anybody dying in World War I. We've got  
15 to remember all people that died for our freedoms  
16 across the board.

17 And quite honestly, whether I'm forty years old or  
18 a kid of any background or descent that's born here  
19 tomorrow, at that instant he is as much American as I  
20 am and he has every right to have his voice heard, see  
21 history the way he wants to see it or not see it.

22 That's my take on it. And it's getting late.

23 **APPLAUSE**

24 TOMMY DUNN: Mr. Sanders.

25 BRETT SANDERS: That's hard to  
26 follow, Craig. I just want to thank you for what you  
27 said. Appreciate it.

28 TOMMY DUNN: Mr. Davis.

29 JIMMY DAVIS: Nothing at this  
30 time, sir.

31 TOMMY DUNN: The only thing I  
32 want to say, it is getting late and I appreciate  
33 everybody coming out. I do want to echo -- I'm not  
34 going to say anything, I just want to echo what Mr.  
35 Wooten said. Thank you.

36 Meeting adjourned.

37

38

**(MEETING ADJOURNED AT 10:05 P.M.)**

## **Ordinance #2020-013**

**An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 19.00 acres from C-2 (Highway Commercial) to R-M (Multifamily Residential) on a portion of a parcel of land, identified as Welpine Road in the Denver-Sandy Springs Precinct shown in Deed Book 12169 page 00238. The parcel is further identified as p/o TMS #093-00-03-002.**

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

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

**Whereas**, County Council desires to amend the Map by adopting a zoning map amendment from C-2 to R-M for +/- 19.00 acres of p/o TMS #093-00-03-002 described above; and,

**Whereas**, the Anderson County Planning Commission has held a duly advertised Public Hearing on June 9, 2020, during which it reviewed the proposed rezoning from to C-2 to R-M +/- 19.00 acres of p/o TMS #093-00-03-002 described above; and,

**Whereas**, the Anderson County Council has duly advertised and held a Public Hearing on July 7, 2020, regarding said amendment of the Anderson County Official Zoning Map:

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from C-2 to R-M +/- 19.00 acres of p/o TMS #093-00-03-002 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2020-013

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Lacey A. Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

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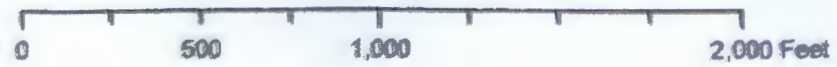
Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading:            June 23, 2020  
2<sup>nd</sup> Reading:            July 7, 2020  
3<sup>rd</sup> Reading:            August 25, 2020  
Public Hearing:        July 7, 2020



Aerial Photography

Rezoning Request  
Welpine Road  
C-2 to R-M

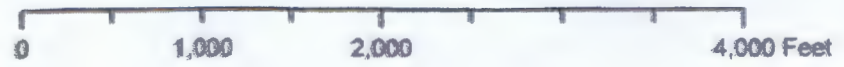






**Aerial Photography**

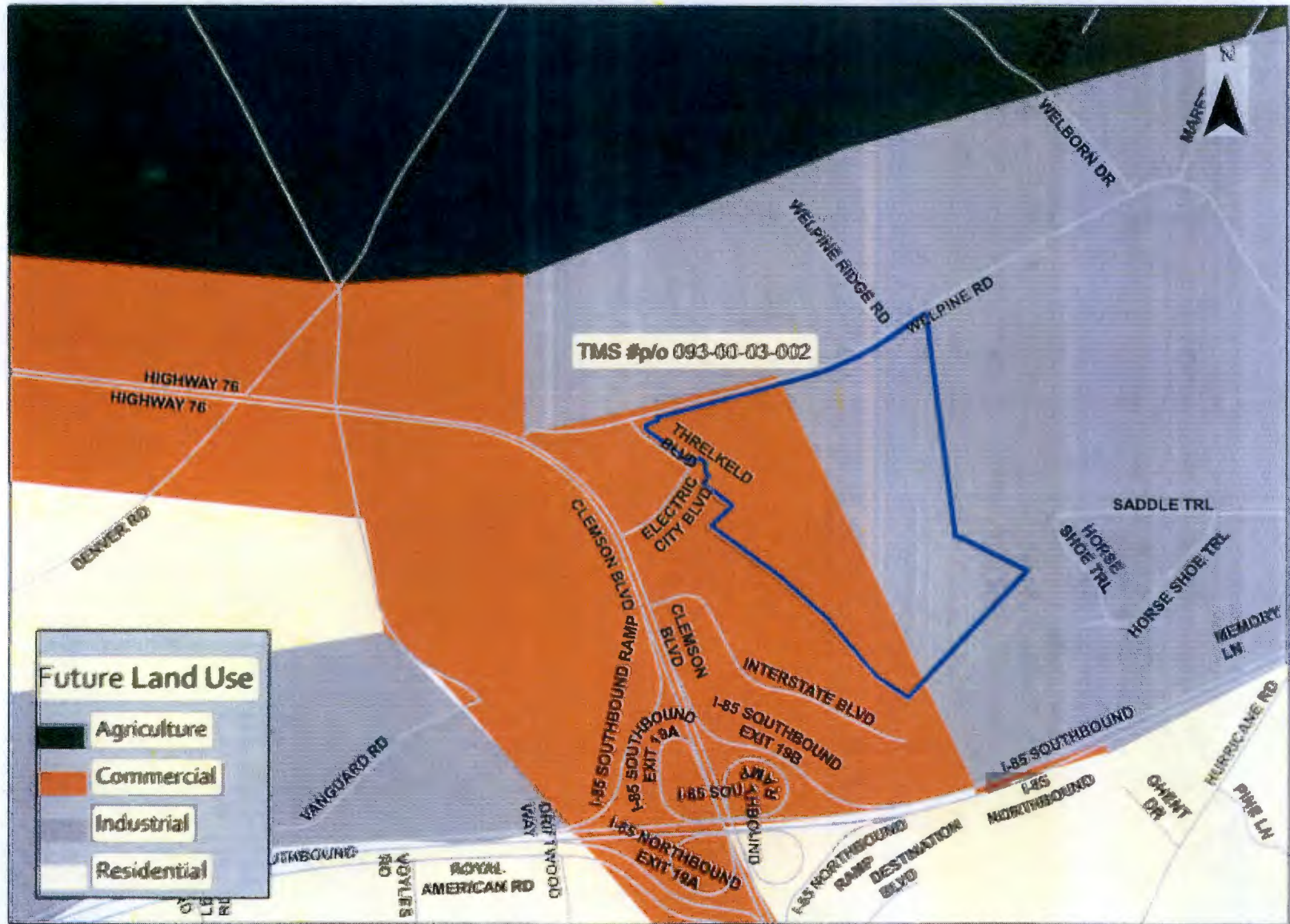
**Rezoning Request  
Welpine Road  
C-2 to R-M**



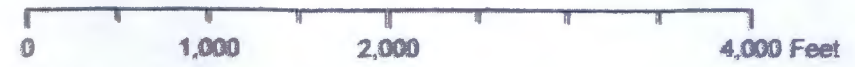


**Rezoning Request**  
**Welpine Road**  
**C-2 to R-M**



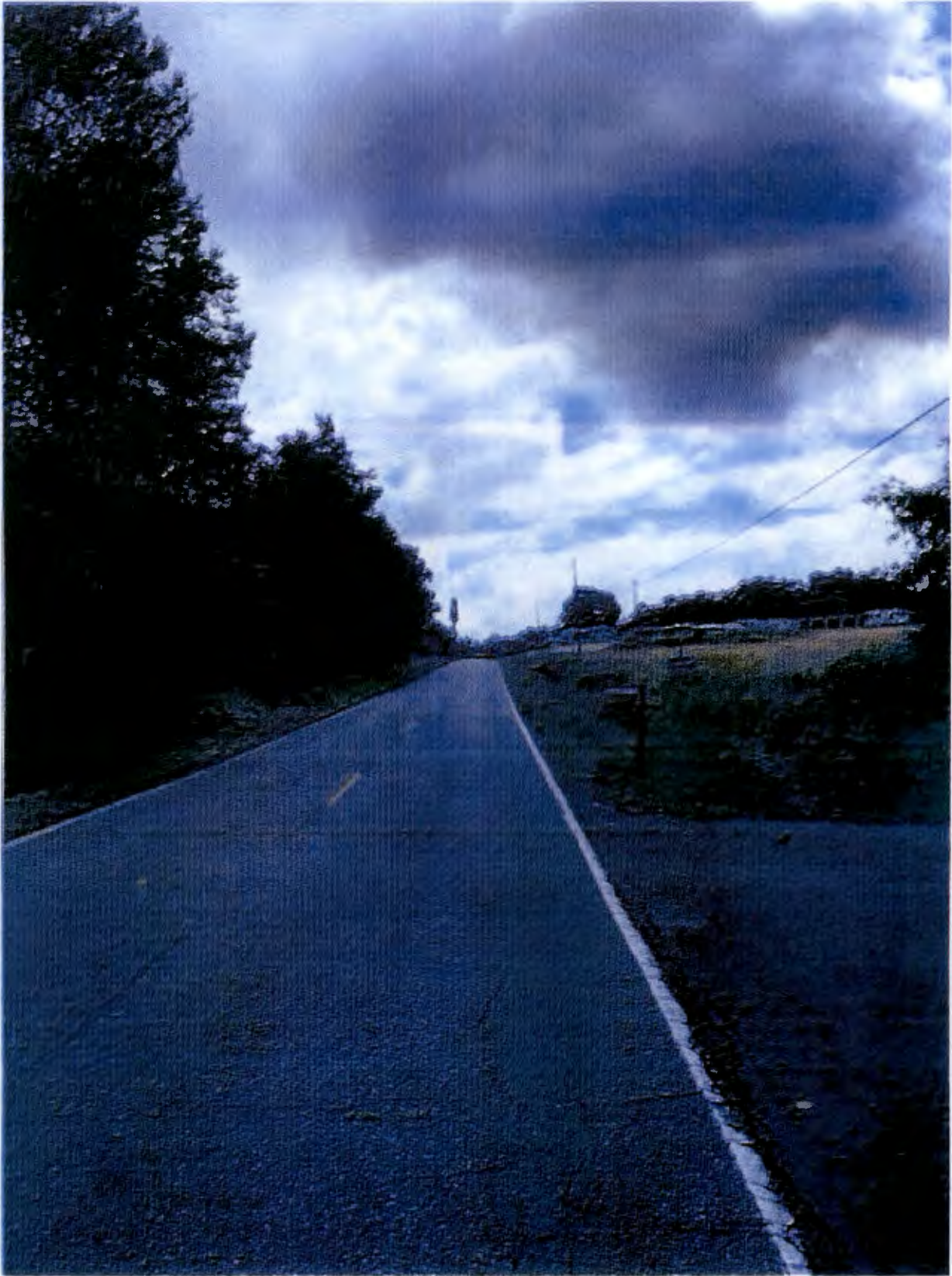


**Rezoning Request**  
**Welpine Road**  
**C-2 to R-M**













5/22/20





5/22/20



5/22/20



5/22/20



5/22/20

## **Ordinance #2020-016**

**An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 43.91 acres from R-20 (Single-Family Residential) to R-A (Residential Agricultural) on a parcel of land, identified as 2705 Centerville Road in the Denver-Sandy Springs Precinct shown in Deed Book 12979 page 00227. The parcel is further identified as TMS #045-00-04-006.**

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

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

**Whereas**, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to R-A for +/- 43.91 acres of TMS #045-00-04-006 described above; and,

**Whereas**, the Anderson County Planning Commission has held a duly advertised Public Hearing on March 10, 2020, during which it reviewed the proposed rezoning from to R-20 to R-A +/- 43.91 acres of TMS #045-00-04-006 described above; and,

**Whereas**, the Anderson County Council has duly advertised and held a Public Hearing on July 7, 2020, regarding said amendment of the Anderson County Official Zoning Map:

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from R-20 to R-A +/- 43.91 acres of TMS #045-00-04-006 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2020-016

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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

1<sup>st</sup> Reading:            June 23, 2020  
2<sup>nd</sup> Reading:            July 7, 2020  
3<sup>rd</sup> Reading:            August 25, 2020  
Public Hearing:        July 7, 2020



**Rezoning Request**  
**2705 Centerville Road**  
**R-20 to R-A**

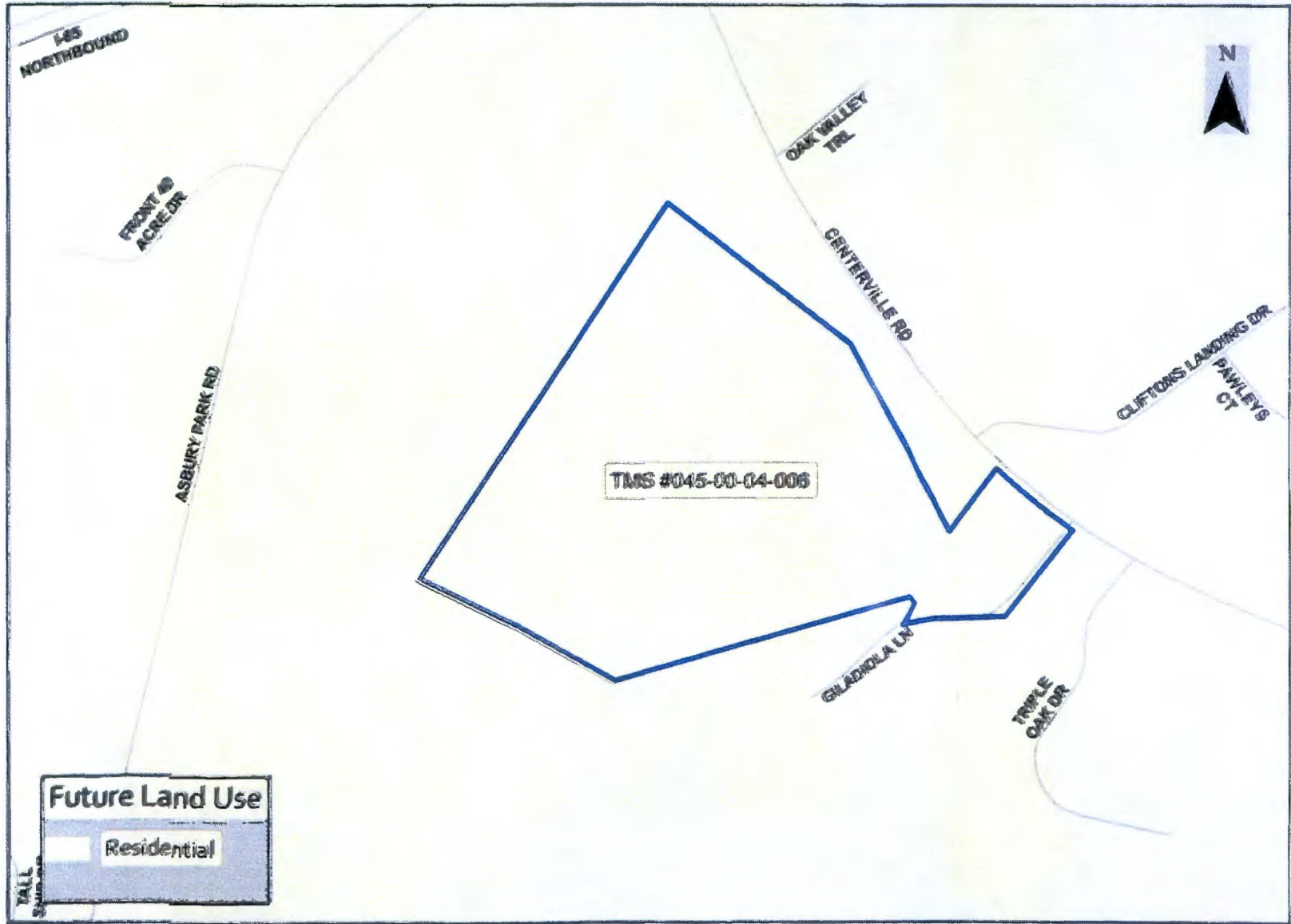






**Rezoning Request**  
**2705 Centerville Road**  
**R-20 to R-A**

0 500 1,000 2,000 Feet



**Rezoning Request**  
**2705 Centerville Road**  
**R-20 to R-A**

0 500 1,000 2,000 Feet

2/24/20





2124120

2/2-1/20





STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )

ORDINANCE NO. 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 & RESTATED FEE-IN-LIEU OF AD VALOREM TAXES AND ECONOMIC DEVELOPMENT AGREEMENT, BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND AN ENTITY KNOWN TO THE COUNTY AS PROJECT CUTTER, AS SPONSOR, INCLUDING ONE OR MORE EXISTING OR TO-BE-FORMED OR ACQUIRED SUBSIDIARIES, OR AFFILIATED OR RELATED ENTITIES AND CERTAIN SPONSOR AFFILIATES; (2) AUTHORIZING PURSUANT TO TITLE 4, CHAPTERS 1 AND 29 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE GRANT OF CERTAIN SPECIAL SOURCE REVENUE CREDITS TO PROJECT CUTTER; AND (3) OTHER RELATED MATTERS.**

WHEREAS, Anderson County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "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 of South Carolina (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 ("FILOT Payments"); (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 ("Park") with Greenville County, South Carolina through that certain Agreement for Development of Joint County Industrial and Business Park dated as of November 16, 2010, as amended ("Park Agreement"); (iv) under 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"), to grant special source revenue credits to reimburse eligible infrastructure expenses; and (v) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, pursuant to the Act, and in order to induce investment in the County, the County Council adopted on April 7, 2015 an inducement resolution (the Inducement Resolution") and enacted on May 8, 2015 an ordinance with respect to certain proposed investment by [Project Cutter] (the "Company"), with respect to the design, acquisition, construction and equipping of a manufacturing facility in the County (collectively, the "2015 Project"), expected to result in taxable investment of approximately \$85,725,000 in the County and the expected creation of approximately 100 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the 2015 FILOT Agreement); and

WHEREAS, pursuant to the Inducement Resolution, the County entered into a FILOT Agreement with the Company dated May 8, 2015 (the "2015 FILOT Agreement"), whereby the County provided therein for a payment of a fee- in-lieu-of taxes by the Company with respect to the Project, and provided for certain infrastructure credits to be claimed by the Company against certain payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

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: [DATE], 2020  
Public hearing: [DATE], 2020  
Third reading: [DATE], 2020

**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**

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EXHIBIT A: Property Description

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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 (v) 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.

ANDERSON COUNTY, SOUTH CAROLINA

---

Tommy Dunn, Chairman  
Anderson County Council

---

Rusty Burns  
County Administrator

*(SEAL)*

ATTEST:

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Kim Poulin, Clerk to Council  
Anderson County, South Carolina

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 3<sup>rd</sup> READING]



**EXHIBIT C**

**JOINDER AGREEMENT**

Reference is hereby made to (i) that certain Amended & Restated Fee in Lieu of *Ad Valorem* Taxes and Economic Development Agreement by and among Anderson County, South Carolina (“County”), [PROJECT CUTTER] (“Sponsor”), and certain Sponsor Affiliates (together with the Sponsor, the “Company”) originally dated as of May 8, 2015 and amended and restated as of [DATE], 2020.

1. Joinder to Fee Agreement.

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement except the following: \_\_\_\_\_; (b) acknowledges and agrees that (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(A)(19) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. **Capitalized Terms.**

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

3. **Governing Law.**

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

4. **Notice.**

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

[ \_\_\_\_\_ ]

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

|                |                |
|----------------|----------------|
|                |                |
| Date           | Name of Entity |
| By: _____      |                |
| Name: _____    |                |
| Its: _____     |                |
| Address: _____ |                |
| _____          |                |

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a 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**

| <b><u>Associated Tax<br/>Year</u></b> | <b><u>SSRC Benefit</u></b> |
|---------------------------------------|----------------------------|
| 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.

**EMERGENCY ORDINANCE NO. 2020-019**

**AN EMERGENCY ORDINANCE TO REQUIRE INDIVIDUALS TO WEAR FACE COVERINGS IN CERTAIN CIRCUMSTANCES AND WITHIN THE UNINCORPORATED AREAS OF ANDERSON COUNTY, SOUTH CAROLINA: AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Anderson County Council has authority under South Carolina Code of Laws, §4-9-130 and Section 2-38 (c)(2) of the Code of Ordinances, Anderson County, South Carolina to adopt emergency ordinances enacted by the affirmative vote of at least two-thirds of the members of Council present, and effective immediately upon enactment without regard to any reading, public hearing, publication requirements, or public notice requirements, to meet public emergencies affecting life, health, safety, or the property of the peoples.

**WHEREAS**, due to the recognition that the Covid-19 pandemic poses a public health emergency, the County Council enacted Emergency Ordinance No. 2020-10 on March 20, 2020 declaring a State of Emergency for Anderson County;

**WHEREAS**, despite certain actions being taken by Anderson County to stem the spread of Covid-19, the number of confirmed cases in Anderson County has increased in recent weeks;

**WHEREAS**, the Centers for Disease Control and Prevention (“CDC”) has issued guidance to slow the spread of Covid-19 to include, in addition to avoiding mass gatherings, hand hygiene, respiratory etiquette, and social distancing, the wearing of face coverings when physical distancing is difficult or improbable; the Governor of South Carolina and DHEC have urged South Carolinians to observe these recommendations; and

**WHEREAS**, County Council finds it necessary to enact an emergency ordinance as a result of its determination that a local emergency exists within Anderson County, directing and requiring the wearing of appropriate face coverings by the public under certain circumstances.

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

1. For the purpose of this Ordinance, a “Face Covering” is a cloth or other type of masking device that covers the wearer’s nose and mouth.
2. All persons entering any Commercial or Public building open within the unincorporated areas of Anderson County with the exceptions noted below in Section 9 must wear a face covering and maintain social distancing where possible while inside the building.
3. All restaurants, retail establishments of every description, salons, grocery stores, and pharmacies in the unincorporated limits of the County shall require their employees to wear a Face Covering at all times when employees are within the social distance of the general public, or when employees must be in close proximity to one another, except as noted in Section 9. This requirement also applies to all persons providing or utilizing public or commercial transportation,

including tours; and all businesses or employees while interacting with people in outdoor spaces, including, but not limited to, curbside pickup, delivery, and service calls. All such businesses must provide face coverings or materials for the making of such face coverings for their employees. Such coverings or materials maybe made available staff-wide or individually upon employee request so long as the result is the organization-wide use of face coverings. Nothing shall prevent an employee from fashioning his or her own cloth face mask. If a worker or customer refuses to wear a cloth face covering for other than medical reasons, a business may decline entry or service to that individual.

4. The following individuals are exempt from this Ordinance: any person under the age of two or at the discretion of the parent, custodian or guardian, or who is unable to safely wear a Face Covering due to age or an underlying health condition, or who is unable to remove the Face Covering without the assistance of others; and any person traveling in a personal vehicle, or when a person is alone or is in the presence of only household members in an enclosed space, and people who are actively drinking or eating. This Ordinance does not relieve business establishments and restaurants from other social distancing requirements imposed by the Governor's Executive Orders.

5. A person or entity that fails to comply with this Ordinance shall be guilty of a civil infraction, punishable by a penalty of \$25.00 for the first offense, \$50.00 for a second offense, \$100.00 for a third and subsequent offense. Each day of a continuing violation shall be considered a separate and distinct offense.

6. Repeated violations of this Ordinance at any business or establishment that is subject to this Ordinance are hereby declared a nuisance, and the County may seek a restraining order, preliminary injunction, permanent injunction or any other means authorized under the Laws of the State of South Carolina to abate the nuisance. Each day a continuing violation of this ordinance shall be considered a separate and distinct offense.

7. Business Owners and Operators shall have responsibility for informing patrons of the above requirements and shall post conspicuous signage at all entrances informing its patrons of the requirements of this Ordinance.

8. Should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court actions in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

9. Exceptions: Child care facilities; schools; and Churches or gymnasiums where social distancing policies are in place; patrons that are actively consuming food and beverages inside a restaurant and/or bar; persons receiving medical treatment; persons actively swimming in an indoor swimming pool.

10. This Ordinance becomes effective 11:59 PM August 28, 2020, following adoption by County Council, and will expire upon the sixty-first day following adoption or the end of the State of Emergency in the County of Anderson, whichever comes first.



ORDAINED in meeting duly assembled this 25<sup>th</sup> day of August 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

## **RESOLUTION R2020-018**

### **A RESOLUTION EXPRESSING CONSENT TO THE INSTALLATION OF SPEED HUMPS ON GOVERNORS BOULEVARD, (C-10-0209); AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Governors Boulevard, C-10-0209 (the “Road”) is currently a paved Anderson County (the “County”) public road, located within The Governors Subdivision; and,

**WHEREAS**, Pursuant to Section 59-41 of the Anderson County Code of Ordinances, the requisite number of landowners using the Road to access their property petition the Anderson County for the installation of a (2) speed humps along the Road as more fully set forth in the ; and,

**WHEREAS**, Pursuant to Section 59-41 of the Anderson County Code of Ordinances; the Anderson County Roads and Bridges Department conducted a feasibility study and has determined the Road qualifies for the construction of (2) speed humps along the Road at the locations identified on the attached Exhibit A at an estimated cost of two thousand dollars (\$2,000.00); and,

**WHEREAS**, Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council, desires to express its intent to authorize construction of the speed humps on the Road provided the property owners residing on said Road pay fifty percent (50%) of the estimated construction cost for a total property owner match of five hundred dollars (\$1,000.00);

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

1. Pursuant to Section 59-41 of the Anderson County Code of Ordinances, Anderson County, acting by and through its County Council, hereby states that Anderson County consents to the installation of one (2) speed humps on the Road at the locations set forth on Exhibit A provided that the property owners residing on said Road pay fifty percent (50%) of the estimated construction cost for a total property owner match of five hundred dollars (\$1,000.00).
2. Construction shall not begin until the property owners’ match is received by the County.
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
4. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
5. This resolution shall take effect and be in force immediately upon enactment.

**RESOLVED** this 25th day of August, 2020, in meeting duly assembled.

**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

# Exhibit A



THE GOVERNORS HOMEOWNERS ASSOCIATION, Inc.  
PO Box 125  
Anderson, SC 29621

August 19, 2020

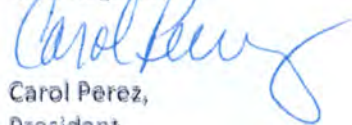
Matt Hogan – Anderson County Bridges and Roads Commission

Dear Matt Hogan,

This letter is to request speed humps be placed on Governor's Blvd in the Governors subdivision. We have been trying to spear head this initiative since we had an unfortunate death of one the children in our subdivision. I beg of you to approve this on behalf of the large amount of children we have in our subdivision and we need to slow these drivers down.

William Brocklebank has been our contact person should you need additional information. You can reach him at (864)221-3939.

Kind Regards,



Carol Perez,  
President,

**RESOLUTION #R2020-019**

**A RESOLUTION AUTHORIZING PURCHASE BY COUNTY OF PROPERTY LOCATED AT 604 BOOKER STREET FOR PURPOSES OF FLOODPLAIN MITIGATION AND BLIGHT ELIMINATION, AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Anderson County is authorized to purchase real property; and

**WHEREAS**, for more than a decade Anderson County has been acquiring and demolishing housing units in the Booker and Susan Street neighborhood off of West Market Street; and

**WHEREAS**, the purpose of said property purchases is to achieve the public goals of blight elimination and floodplain mitigation; and

**WHEREAS**, the property located at 604 Booker Street is identified by Anderson County TMS# 1241101026 and contains the remnants of a burned housing unit; and

**WHEREAS**, the condition of the ruined structure presents a threat to the health, safety, and welfare of the surrounding community; and

**WHEREAS**, removal of the structure will advance floodplain mitigation efforts; and

**WHEREAS**, the owner of 604 Booker Street is willing to sell the property to Anderson County for \$2,500;

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

1. The purchase of 604 Booker Street is approved, that the County Administrator and County Attorney will work to close on the property in a prompt and timely manner, and staff designated by the County Administrator will take action after purchase necessary to ensure a prompt remediation and demolition of the structure.

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

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

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

**RESOLVED** this 25th day of August, 2020, in meeting duly assembled.

**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





WHEREAS, in 2017 the Company approached the County with its plans to expand the Project to include additional investments in real and personal property for use as offices and for research and development (Project Part II”);

WHEREAS, pursuant to County Council Ordinance No. 2017-012, the County authorized the execution and delivery of that certain First Amendment to the Fee Agreement (“First Amendment”), which provided for certain additional special source revenue credits applicable to the Project Part II;

WHEREAS, under Section 3.11 of the Fee Agreement, as amended by the First Amendment (“Amended Fee Agreement”), and Section 12-44-130 of the Act, sponsor affiliates are permitted to qualify for FILOT benefits under the Fee Agreement provided such sponsor affiliates are approved by the County and agree to be bound by the terms of the Amended Fee Agreement;

WHEREAS, the County and the Company desire to add each of the entities listed in the attached **Exhibit A** as sponsor affiliates (the “Sponsor Affiliates”) to the Amended Fee Agreement in accordance with the Act;

WHEREAS, each of the Sponsor Affiliates has executed a Joinder Agreement, a copy of which is attached hereto as **Exhibit B**, which agreement binds the respective Sponsor Affiliates to the terms of the Amended Fee Agreement, as required by Section 12-44-130 of the Act.

NOW, THEREFORE, BE IT RESOLVED by the County Council as follows:

Section 1. **Approval of Sponsor Affiliates to Amended 2015 Fee Agreement for Purposes of the Act.** The County hereby designates and specifically approves each of the entities listed in the attached **Exhibit A** as Sponsor Affiliates under the Amended Fee Agreement within the meaning of the Act.

Section 2. **Authorization.** The County Council authorizes the Chairman of the County Council, or the Vice Chairman in the absence of the Chairman, the County Administrator, and the Clerk to County Council, for and on behalf of the County, to take whatever further actions reasonably necessary and prudent to effect the intent of this Resolution.

Section 3. **Severability.** Should any part, provision, or term of this Resolution 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 Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

Section 4. **Repealer Clause.** All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.

APPROVED AND ADOPTED IN A MEETING THIS 25<sup>th</sup> DAY OF August, 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

## **EXHIBIT A**

### **SPONSOR AFFILIATES**

- 1) Baja, Inc., a Delaware corporation
- 2) Homelite Consumer Products, Inc., a Delaware corporation
- 3) OWT Industries, Inc., a Delaware corporation
- 4) R&B Sales And Marketing, Inc., a Delaware corporation
- 5) Techtronic Industries Factory Outlets, Inc., a Delaware corporation
- 6) Techtronic Industries Medical, Inc., a Delaware corporation
- 7) Techtronic Industries North America, Inc., a Delaware corporation
- 8) TTI Macao Commercial Offshore Limited
- 9) Techtronic Cordless GP
- 10) Raymond Leasing Corporation, a Delaware corporation

**EXHIBIT B**

**JOINDER AGREEMENT TO  
AMENDED FEE AGREEMENT**

## **JOINDER AGREEMENT**

Reference is hereby made to that certain Fee-in-lieu of Ad Valorem Taxes and Economic Development Agreement originally dated as of May 8, 2015 between One World Technologies, Inc. and Anderson County, South Carolina, as amended by that certain First Amendment to the Fee-in-Lieu of Ad Valorem Taxes and Economic Development Agreement dated May 2, 2017 (the “Amended Fee Agreement”).

### **1. Execution of Joinder to Amended Fee Agreement.**

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Amended Fee Agreement with respect to its portion of the Project and (b) acknowledges and agrees that (i) in accordance with Section 3.11 of the Amended Fee Agreement and Section 12-44-130 of the Fee in Lieu of Tax Act, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project and such designation has been consented to by the County in accordance with the Act (As defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Amended Fee Agreement and Section 12-44-30(A)(19) and Section 12-44-130 of the Fee in Lieu of Tax Act with respect to its portion of the Project, and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Amended Fee Agreement with respect to its portion of the Project.

### **2. Capitalized Terms.**

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

### **3. Governing Law.**

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

### **4. Notice.**

Notices under Section 4.1 of the Amended Fee Agreement shall be sent to the undersigned at the address shown on the signature page hereto.

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

**BAJA, INC., AS SPONSOR AFFILIATE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned provide written consent to the addition of the above-named entity becoming a Sponsor Affiliate under the Amended Fee Agreement effective as of the date set forth above.

**ONE WORLD TECHNOLOGIES, INC., AS SPONSOR**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**BAJA, INC., AS SPONSOR AFFILIATE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned provide written consent to the addition of the above-named entity becoming a Sponsor Affiliate under the Amended Fee Agreement effective as of the date set forth above.

**ONE WORLD TECHNOLOGIES, INC., AS SPONSOR**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**HOMELITE CONSUMER PRODUCTS, INC., AS  
SPONSOR AFFILIATE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned provide written consent to the addition of the above-named entity becoming a Sponsor Affiliate under the Amended Fee Agreement effective as of the date set forth above.

**ONE WORLD TECHNOLOGIES, INC., AS  
SPONSOR**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



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

**OWT INDUSTRIES, INC., AS SPONSOR  
AFFILIATE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned provide written consent to the addition of the above-named entity becoming a Sponsor Affiliate under the Amended Fee Agreement effective as of the date set forth above.

**ONE WORLD TECHNOLOGIES, INC., AS  
SPONSOR**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**R&B SALES AND MARKETING, INC., AS SPONSOR AFFILIATE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned provide written consent to the addition of the above-named entity becoming a Sponsor Affiliate under the Amended Fee Agreement effective as of the date set forth above.

**ONE WORLD TECHNOLOGIES, INC., AS SPONSOR**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**TECHTRONIC INDUSTRIES FACTORY  
OUTLETS, INC., AS SPONSOR AFFILIATE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned provide written consent to the addition of the above-named entity becoming a Sponsor Affiliate under the Amended Fee Agreement effective as of the date set forth above.

**ONE WORLD TECHNOLOGIES, INC., AS  
SPONSOR**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**TECHTRONIC INDUSTRIES MEDICAL, INC.,  
AS SPONSOR AFFILIATE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned provide written consent to the addition of the above-named entity becoming a Sponsor Affiliate under the Amended Fee Agreement effective as of the date set forth above.

**ONE WORLD TECHNOLOGIES, INC., AS  
SPONSOR**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**TECHTRONIC INDUSTRIES NORTH  
AMERICA, INC., AS SPONSOR AFFILIATE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned provide written consent to the addition of the above-named entity becoming a Sponsor Affiliate under the Amended Fee Agreement effective as of the date set forth above.

**ONE WORLD TECHNOLOGIES, INC., AS  
SPONSOR**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**TTI MACAO COMMERCIAL OFFSHORE LIMITED, AS SPONSOR AFFILIATE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned provide written consent to the addition of the above-named entity becoming a Sponsor Affiliate under the Amended Fee Agreement effective as of the date set forth above.

**ONE WORLD TECHNOLOGIES, INC., AS SPONSOR**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**TECHTRONIC CORDLESS GP, AS SPONSOR  
AFFILIATE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned provide written consent to the addition of the above-named entity becoming a Sponsor Affiliate under the Amended Fee Agreement effective as of the date set forth above.

**ONE WORLD TECHNOLOGIES, INC., AS  
SPONSOR**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**RAYMOND LEASING CORPORATION, AS SPONSOR AFFILIATE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned provide written consent to the addition of the above-named entity becoming a Sponsor Affiliate under the Amended Fee Agreement effective as of the date set forth above.

**ONE WORLD TECHNOLOGIES, INC., AS SPONSOR**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_





(\$2,925,000) in new investment in the County, all of which would be subject to the fee-in-lieu-of-tax addressed by this Agreement, all within the meaning of the Act, and the creation of an expected thirty two (32), but not fewer than twenty five (25) new, full-time jobs, during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (expected to be in 2020) and ending five (5) years after the last day of the property tax year during which the Project is placed in service (expected to be in 2021) (the “Initial Investment Period”); and

WHEREAS, the County has determined that the Project would be aided by the availability of the assistance which the County might render through (1) the acquisition of the Project from the Company and the leasing of the Project to the Company pursuant to one or more lease agreements (each a “Lease Agreement”) or, alternatively, entering into a fee-in-lieu of tax agreement (“Fee Agreement”) with the Company with respect to the Project, under and pursuant to the Act (notwithstanding any other provision hereof, or of the Inducement Agreement authorized hereby, it is understood and agreed between the County and the Company that the possible use of a Lease Agreement to document and implement the new fee-in-lieu-of-tax arrangement for the Project, as described herein, refers to and would become applicable only in the event that a court of competent jurisdiction rules the provisions of Chapter 44 of Title 12 of the Code unconstitutional, invalid, or otherwise unenforceable); (2) the incentive of a negotiated fee-in-lieu of *ad valorem* taxes (a “FILOT”) as authorized by the Act; (3) the inclusion of the Project and the other real and personal property of the Company located at the Project site(s) in the County, in a joint-county industrial and business park which is either already in existence, or to be created by the County (the “Park” or the “Multi-County Industrial and Business Park” or “MCIP”); (4) the granting by the County to the Company of certain infrastructure credits, pursuant to Section 4-1-175 of the Code and other applicable provisions of the Act, to partially reimburse the Company for economic development infrastructure serving the County; and (5) the commitment by the County to certain other economic development incentives as an inducement to the Company to locate the Project in the County including, without limitation, the extension of the Initial Investment Period for an additional five (5) years (the “Extended Investment Period”) for investments in the Project if the Company has invested at least Two Million Nine Hundred Twenty Five Thousand (\$2,925,000) in the Project by the end of the Initial Investment Period; and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

WHEREAS, the County has given due consideration to the economic development impact of the Project, has found that the Project and the payments-in-lieu-of-taxes would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality, or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development and welfare, creation of jobs, promotion of tourism, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the cost; and, has agreed to

effect the issuance, execution and delivery of an Inducement Agreement, pursuant to this Resolution of the County Council, and on the terms and conditions hereafter set forth:

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. Pursuant to the authority given to the County Council by the Code of Laws of South Carolina, 1976, as amended and the Constitution of the State of South Carolina, and subject to enactment of subsequently required legislative authorizations by appropriate governing bodies and approval by appropriate authorizing agencies, and for the purpose of authorizing the drafting, creation, and execution of economic development incentives and associated agreements and documents for the Project, there is hereby authorized to be executed an inducement agreement between the County and the Company pertaining to the Project involving development by the Company of certain facilities in Anderson County, South Carolina (the “Inducement Agreement”) involving investment of an expected Two Million Nine Hundred Twenty Five Thousand (\$2,925,000) in the Project and the creation of an expected thirty two (32), but not fewer than twenty five (25) new jobs, on or before the end of the Initial Investment Period.

Section 2. The provisions, terms, and conditions of the Lease Agreement(s) or the Fee Agreement, under and pursuant to the Act, by and between the County and the Company, as required by the Inducement Agreement, shall be prescribed and authorized by subsequent Ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution and the Inducement Agreement.

Section 3. The provisions, terms, and conditions of a Joint-County Industrial and Business Park (or Multi-County Industrial and Business Park or “MCIP”) Agreement by and between the County and one or more contiguous counties, which such MCIP is either already existing or to be created by subsequent Ordinance or amendment of an existing Ordinance of the County Council, and which such MCIP shall include the Project and other property at and including the Company’s site(s) in the County, shall be, to the extent not prohibited by law, consistent with the terms of this Resolution and the Inducement Agreement. If the Project site(s) is(are) already within a Joint-County Industrial and Business Park, this commitment of the County shall be deemed to have been met. If the Project site(s) is(are) to be within a Joint-County Industrial and Business Park to be created, the County shall use its best efforts and endeavor to work with one or more contiguous counties to develop such MCIP and to maintain the Project site in the MCIP in accordance with the terms of this Resolution and the Inducement Agreement.

Section 4. The provisions, terms, and conditions of an Infrastructure Financing Agreement, granting the Company a forty percent (40%) credit against FILOT payments for the Project in the MCIP (all as defined herein), for the first ten (10) years that such payments are made will be authorized by subsequent ordinance(s) of the County and shall be, to the extent not prohibited by law, consistent with the terms of this Resolution and the Inducement Agreement. All credits described in this Section 4 will be subject to certain performance and enforcement provisions, set forth in the Inducement Agreement.

Section 5. The County hereby agrees to pre-approve, approve and consent to a five (5) year extension to the initial five (5) year investment period set forth in the Act (the "Initial Investment Period"), for the Project, provided the Company's total investment in the Project at the end of the Initial Investment Period equals at least the Two Million Nine Hundred Twenty Five Thousand (\$2,925,000) investment in the Project. Accordingly, to the extent the Company makes such expected investment in the Project during the Initial Investment Period, the Company shall be entitled to make FILOT payments in the manner described above for those Phases of the Project placed in service within ten (10) years from the end of the property tax year in which the County and the Company execute the initial Lease Agreement or Fee Agreement. The amounts of such payments shall be determined by using a fixed assessment ratio of 6.0%, a locked millage rate, for all taxing entities within whose taxing jurisdiction the Project falls, of the millage rate in effect at the Project site(s) on June 30, 2019, which the parties hereto believe to be \_\_\_mils, and the fair market value of Project property (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended. Such pre-approval, approval and consent to the extension for the investment period for the Project agreement with the County will be authorized by subsequent Ordinance(s) of the County authorizing the execution and delivery of the Lease Agreement(s) or the Fee Agreement.

Section 6. The County's execution of the Inducement Agreement, the Lease Agreement(s) or as addressed herein the Fee Agreement, the Infrastructure Financing Agreement, or any other agreements related hereto is conditioned upon the Company's agreement to: (a) indemnify and save the County, including the members of the governing body of the County, and the employees, officers and agents of the County (herein collectively referred to as the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or company arising from the conduct or management of, or from any work or thing done on the Project; (b) indemnify and save the Indemnified Parties harmless against and from all claims arising 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 Lease Agreement or the Infrastructure Financing Agreement (iii) any act of negligence of the Company or any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence 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, or (v) any environmental violation, condition, or effect; and (c) indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim, including, without limitation, ordinary and reasonable attorney's fees, 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 legal counsel acceptable to the County, whose approval of such counsel shall not unreasonably be withheld. 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 Resolution, the Inducement Agreement, the Fee Agreement or the Lease Agreement, or the undertakings required of the County hereunder, by reason of the execution of the Inducement

Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the County's ownership of the Project, if applicable, or 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 and hold them harmless against all claims by or on behalf of any person, firm or Company, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County, whose approval of such counsel shall not unreasonably be withheld. These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after 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.

Section 7. Notwithstanding any other provisions herein, the County agrees to execute the Inducement Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and the County agrees to execute the Inducement Agreement in reliance upon representations by the Company that such document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

Section 8. The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the County Administrator is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company. The Inducement Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon advice of legal counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Inducement Agreement now before this meeting.

Section 9. The authorization of the execution and delivery of the Lease Agreement(s) or Fee Agreement, the Infrastructure Financing Agreement, and the other documents or obligations of the County required by the Inducement Agreement is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions. It is the intention of the County Council that this Resolution shall constitute an Inducement Resolution with respect to the Project, within the full meaning of the FILOT Act.

Section 10. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Done in meeting duly assembled this 25th day of August, 2020.

**ATTEST:**

**FOR ANDERSON COUNTY:**

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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

**INDUCEMENT AGREEMENT  
AND MILLAGE RATE AGREEMENT**

**THIS INDUCEMENT AGREEMENT AND MILLAGE RATE AGREEMENT** (the “Agreement”) dated as of \_\_\_\_\_, 2020, by and between Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and Project NEW, a South Carolina limited liability company (the “LLC”), along with one or more Sponsor Affiliates (together with the LLC, collectively referred to herein as the “Company” or “Project NEW”).

**WITNESSETH:**

**ARTICLE I.**  
**RECITATION OF FACTS**

**Section 1.1.** As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

a. The County, acting by and through its County Council (the “County Council”) is authorized and empowered under and pursuant to the provisions of the Code of Laws of the State of South Carolina, 1976, as amended (the “Code”), including, without limitation, Titles 4 and 12, including, particularly, Chapter 44 of Title 12 of the Code (collectively, the “Act”), and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective developers as inducements for economic development within the County; to acquire, or cause to be acquired, properties (which such properties constitute “projects” as defined in the Act) and to enter into agreements with any business to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial and business development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, tourism or other public benefits not otherwise provided locally.

b. The County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the “Joint-County Industrial and Business Park Act”), to enter into agreements with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks.

c. The Company is considering acquiring by construction or purchase certain land, buildings, furnishings, fixtures, machinery, apparatus, and equipment, for the expansion of a manufacturing facility in the County (the “Project”), which will result in the investment of an expected Two Million Nine Hundred Twenty Five Thousand (\$2,925,000) in new

investment in the County, all of which would be subject to the fee-in-lieu-of-tax addressed by this Agreement, all within the meaning of the Act, and the creation of an expected thirty two (32), but not less than twenty five (25) new, full-time jobs, during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (expected to be in 2020) and ending five (5) years after the last day of the property tax year during which the Project is placed in service (expected to be in 2021)(the “Initial Investment Period”).

d. The County has determined that the Project would be aided by the availability of the assistance which the County might render through (1) the acquisition of the Project from the Company and the leasing of the Project to the Company pursuant to one or more lease agreements (each a “Lease Agreement”) or, alternatively, entering into a fee-in-lieu of tax agreement (“Fee Agreement”) with the Company with respect to the Project, under and pursuant to the Act (notwithstanding any other provision hereof, or of the Inducement Agreement authorized hereby, it is understood and agreed between the County and the Company that the possible use of a Lease Agreement to document and implement the new fee-in-lieu-of-tax arrangement for the Project, as described herein, refers to and would become applicable only in the event that a court of competent jurisdiction rules the provisions of Chapter 44 of Title 12 of the Code unconstitutional, invalid, or otherwise unenforceable); (2) the incentive of a negotiated fee -in-lieu of *ad valorem* taxes (a “FILOT”) as authorized by the Act; (3) the inclusion of the Project and the other real and personal property of the Company located at the Project site(s) in the County, in a joint-county industrial and business park which is either already in existence, or to be created by the County (the “Park” or the “Multi-County Industrial and Business Park” or “MCIP”); (4) the granting by the County to the Company of certain infrastructure credits, pursuant to Section 4-1-175 of the Code and other applicable provisions of the Act, to partially reimburse the Company for economic development infrastructure serving the County; and (5) the commitment by the County to certain other economic development incentives as an inducement to the Company to locate the Project in the County including, without limitation, the extension of the Initial Investment Period for an additional five (5) years (the “Extended Investment Period”) for investments in the Project if the Company has invested at least Two Million Nine Hundred Twenty Five Thousand (\$2,925,000) in the Project by the end of the Initial Investment Period; and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County.

e. The County has given due consideration to the economic development impact of the Project, has found that the Project and the payments-in-lieu-of-taxes would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality, or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development and welfare, creation of jobs, promotion of tourism, and addition to the tax base of the County,



are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the cost; and, has agreed to effect the issuance, execution and delivery of an Inducement Agreement, pursuant to this Resolution of the County Council, and on the terms and conditions hereafter set forth.

f. Notwithstanding any other provisions, the County is executing this Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Agreement in reliance upon representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

## **ARTICLE II.** **UNDERTAKINGS ON THE PART OF THE COUNTY.**

The County agrees as follows:

**Section 2.1.** The County agrees, if same is required, to enter into or amend a joint-county industrial and business park agreement (a “Park Agreement”) with one or more other contiguous counties to create or expand a Park, pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code, to continue to include the Project and the other property of the Company located at the Company’s site(s) within the County, and to undertake and execute those procedures and documents necessary for the creation or expansion of such Park, and to keep the Project site(s) in such Park or any other Park of the County during the term of the incentives provided in this Agreement or subsequent ordinance(s) or agreement(s). Further, the County shall use its best efforts and endeavor to work with one or more contiguous counties (and, to the extent the Project site(s) is located within the corporate limits of a municipality, will work with such municipality) to establish such Park in accordance with the terms of this Agreement, and, in any event, to keep the Project site(s) as part of such Park or any other Park of the County throughout the term of the incentives provided in this Agreement or subsequent ordinance(s) or agreement(s).

**Section 2.2.** The County agrees to enter into and execute one or more Lease Agreements or a Fee Agreement and other necessary documents and actions incidental thereto, for portions of the Project under and pursuant to the Act, at the Company’s sole option, with the Company investing an expected Two Million Nine Hundred Twenty Five Thousand (\$2,925,000) in the Project on or before the end of the Initial Investment Period.

The County, subject to the limits set forth herein, will: (1) if the Company chooses to utilize one or more Lease Agreements, accept title from and lease to the Company each annual capital investment (“Phase”) of the Project on or before the date it is placed in service; or (2) if the Company chooses to utilize a Fee Agreement, enter into such Fee Agreement which shall apply to each Phase of the Project as it is placed in service. The new equipment and/or other personal

property for the Project will be purchased and installed by the Company on the sites now owned or hereafter acquired by the Company in the County. In the case of a Lease Agreement, such Lease Agreement will contain suitable provisions for acquisition of the entire project or any Phase or part thereof by the Company for the consideration of One Dollar (\$1) at the completion or earlier termination of the Lease Agreement if all terms and provisions of the Lease Agreement have been met. In the case of a Fee Agreement, such Fee Agreement will contain suitable provisions for the Company to terminate the Fee Agreement if all terms and provisions of the Fee Agreement have been met.

The Lease Agreement(s) or Fee Agreement will be delivered at such times and upon such mutually acceptable terms as the County and the Company shall agree. The terms and provisions of the Lease Agreement(s) or Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act, as agreed upon by the County and the Company. Such Lease Agreement(s) or Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Lease Agreement(s) or Fee Agreement will coincide with the maximum term of the negotiated FILOT pursuant to the Act.

(b) In the case of a Lease Agreement, the “Basic Rent” payable under the Lease Agreement, not including any fee-in-lieu-of *ad valorem* tax payments or any “Additional Rent”, will be in the amount of One Dollar (\$1) per year.

(c) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company, and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks. If the Company is required to utilize a Lease Agreement, as described herein, the Company will provide insurance coverage for the Project in the types and amounts acceptable to the County, whose approval thereof will not be unreasonably withheld.

(d) In the performance of the Lease Agreement(s) or Fee Agreement, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Lease Agreement(s), Fee Agreement or the Joint-County Park and, under certain circumstances, insurance proceeds and condemnation awards.

(e) The Lease Agreement(s) or Fee Agreement shall contain a provision requiring the Company to make FILOT payments. Pursuant to the Act, for each Phase of the Project, such payments shall continue for a period of up to thirty (30) years from the date each such Phase of the Project is placed in service. The County hereby agrees to a five (5) year extension to the Initial Investment Period, provided the Company’s total investment in the Project at the end of the Initial

Investment Period equals at least the Two Million Nine Hundred Twenty Five Thousand (\$2,925,000) investment in the Project. Accordingly, to the extent the Company invests at least the Two Million Nine Hundred Twenty Five Thousand (\$2,925,000) in the Project during the Initial Investment Period, the Company shall be entitled to make FILOT payments in the manner described above for those Phases of the Project placed in service within ten (10) years from the end of the property tax year in which the County and the Company execute the initial Lease Agreement or Fee Agreement. The amounts of such payments shall be determined by using a fixed assessment ratio of 6.0%, a fixed millage rate, for all taxing entities within whose taxing jurisdiction the Project falls, of the millage rate for the Project site(s) on June 30, 2019, which the parties hereto believe to be 326.3 mils, and the fair market value (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.

(f) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to FILOT payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property, subject to an absolute requirement to maintain not less than Two and One-Half Million Dollars (\$2,500,000), in undepreciated investment value, in non-exempt (i.e., subject to the FILOT) investment in the Project in the Park, at all times.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold or it is removed from the Project. If the property is removed from the Project it becomes subject to *ad valorem* property taxes to the extent the property remains in the State.

(g) The Lease Agreement(s) or Fee Agreement shall provide that any property which is placed in service as a replacement for property which is subject to the FILOT may become part of the fee payment as provided in this item, subject in all events to the related provisions of the Act:

(1) Replacement property does not have to serve the same function as the property it is replacing. Replacement property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the replacement property is placed in service. Replacement property qualifies for fee treatment only up to the original income tax basis of fee property it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the replacement property exceeds the original income tax basis of the property which it is replacing, the excess amount will be subject to payments at the level of normal *ad valorem* taxes. Replacement property will be entitled to the fee payment for the period of time remaining on the fee period for the property which it is replacing; provided, however, that where a single piece of property replaces two or more pieces of property, the fee period must be measured from the earliest of the dates on which the replaced pieces of property were placed in service.

(2) The new replacement property which qualifies for the fee will be recorded using its income tax basis and the fee calculated using the millage rate and assessment ratio provided for the original fee property. In the case of a Lease Agreement, the fee payment for replacement property must be based on sections 4-12-30(D)(2)(a) or (D)(2)(b) of the Code, if the Company originally used such method.

(3) In the case of a Lease Agreement, in order to qualify as replacement property, title to the replacement property must be held by the County.

(h) The provisions, terms, and conditions of an Infrastructure Financing Agreement, granting the Company a forty percent (40%) special source revenue credit (the “SSRC”) against FILOT payments for the Project in the MCIP (all as defined herein), for the first ten (10) years that such payments are made, will be authorized by subsequent ordinance(s) of the County and shall be, to the extent not prohibited by law, consistent with the terms of this Resolution and the Inducement Agreement. Should the Company not achieve the investment or job creation requirements stated in Section 3.3(e) hereof by the end of the fifth (5<sup>th</sup>) year following the end of the first year in which Project Property is placed in service, the SSRCs described in this Section 2.2(h) will terminate. However, should the investment and jobs creation requirements of Section 3.3(e) subsequently be met by the Company by the end of the sixth (6<sup>th</sup>) year following the end of the first year in which Project Property is placed in service, the credits described herein will be reinstated for the duration of the credits – but no credit already lost/forfeited will be reimbursed. The Company’s tax year ends on September 30. As provided in Section 4-29-68(A)(2)(ii) of the Code, to the extent any SSRC is used for reimbursement for economic development infrastructure that is personal property, and the personal property is removed from the Project at any time during the term of the Infrastructure Financing Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

**Section 2.3.** The County hereby permits the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Lease Agreement(s) or Fee Agreement. Contracts for construction and for purchase of machinery, equipment and related real and personal property deemed necessary under the Lease Agreement(s) or Fee Agreement may be let by the Company.

**Section 2.4.** The County Council agrees that this is a Millage Rate Agreement providing the Company with an initial millage rate for all taxing entities within whose taxing jurisdiction the Project site falls of the millage rate for the Project site(s) on June 30, 2019, which the parties hereto believe to be 326.3 mils for all Project property, and which Millage Rate Agreement shall be carried over to and become a part of the separate Ordinance authorizing the Lease Agreement(s) or Fee Agreement to be executed and delivered by and between the County and the Company pursuant to the Act

**Section 2.5.** As a result of the inclusion of the Project in the Park and the execution of one or more Lease Agreements or a Fee Agreement and Infrastructure Financing Agreement, the Company will pay a FILOT equal to the amount of property taxes otherwise due at any given point in time, based on the computation and terms contained in Section 2.2(e) and (h), hereof, and the County and the Company will enter into the Lease Agreement(s) or Fee Agreement consistent with the terms and provisions of the Act, as amended, and this Agreement. The County and the Company will enter into such further agreements as may be reasonably necessary to enter into the Lease Agreement(s) or Fee Agreement or Infrastructure Financing Agreement required as a part of this Agreement. The Lease Agreement(s) or Fee Agreement will, among other things, authorize the Company to terminate the Lease Agreement(s) or Fee Agreement and obtain full title to the Project at any time and for any reason, at the Company's sole discretion, upon the full payment of any amounts due by the Company to the County with respect to the Project and the Company's satisfaction of all other Project-specific obligations to the County existing as of such date.

**Section 2.6.** Subject to the requirements of the Home Rule Act, the County will perform such other acts and will in good faith commence necessary ordinance proceedings as may be required to faithfully implement this Agreement and to authorize the FILOT Agreement or Lease Agreement, and Infrastructure Financing Agreement, and to assist, in good faith and with all reasonable diligence, with the successful completion of the Project by the Company, and to use its best good faith efforts to assist the Company in the pursuit and receipt of all other available assistance for the inducement and completion of this Project, including any such assistance which may be available from the Federal or State government, if any.

### **ARTICLE III.** **UNDERTAKINGS ON THE PART OF THE COMPANY**

**Section 3.1.** The Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction, and carrying out of the Project and be entitled to subject the constructed or acquired property to the Lease Agreement(s) or Fee Agreement, to the extent permitted by law.

**Section 3.2.** The County will have no obligation to assist in finding a funding source for the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project and the costs of the FILOT transaction.

**Section 3.3.** If the plan proceeds as contemplated, the Company further agrees as follows:

- (a) To develop, construct, and operate, or cause to be developed, constructed, and operated, the Project and to enter into one or more Lease Agreements or a Fee Agreement pursuant to the Act and this Agreement;
  
- (b) To obligate itself to make the FILOT payments required by the Act at rates calculated in accordance with Section 2.2 hereof;

(c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;

(d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental entities in connection with the acquisition, construction, operation and use of the equipment for the Project;

(e) To invest an expected Two Million Nine Hundred Twenty Five Thousand (\$2,925,000) in the Project and to create an expected thirty two (32) (but not fewer than twenty five (25)) new, full-time jobs at the Project, on or before the end of the Initial Investment Period. Should the Company not invest at least Two Million Nine Hundred Twenty Five Thousand (\$2,925,000) on the Project or create at least twenty five (25) new, full-time jobs at the Project by the end of the fifth (5<sup>th</sup>) year following the year in which the first Project property is placed in service (expected to be 2021), then the SSRCs discussed in Section 2.2(h) will terminate, but all of the credits will be subject to reinstatement, as described in Section 2.2(h).

(f) To pay the County's ordinary and reasonable actual fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement, the Lease Agreement, the Infrastructure Financing Agreement, this Agreement and any other legal agreements or related procedural documents that may be necessary in connection herewith. Absent extraordinary circumstances, such fee shall not exceed Five Thousand Dollars (\$5,000).

**Section 3.4.** The Company further agrees as follows:

The Company shall and agrees to indemnify and save the County, including the members of the governing body of the County, and the employees, officers and agents of the County (herein collectively referred to as the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or company arising from the conduct or management of, or from any work or thing done on the Project and the Company shall further indemnify and save the Indemnified Parties harmless against and from all claims arising 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 the Lease Agreement, (iii) any act of negligence of the Company or any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence 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, or (v) any environmental violation, condition, or effect. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses, including, without limitation, the County's ordinary and reasonable actual attorneys fees, 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 legal counsel acceptable to the County, whose approval of such counsel will not unreasonably be withheld.

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, the Fee Agreement or the Lease Agreement, or the undertakings required of the County hereunder, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the County's ownership of the Project or 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 and hold them harmless against all claims by or on behalf of any person, firm or Company, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County, whose approval of such counsel will not unreasonably be withheld..

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after 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.

#### **ARTICLE IV** **GENERAL PROVISIONS**

**Section 4.1.** Notwithstanding anything in this Agreement to the contrary, all commitments of the County under Article II hereof are subject to (1) all of the provisions of the Code, the Act and the South Carolina Home Rule Act, including, without limitation, the understanding that the Company must qualify for the fee-in-lieu of tax treatment, in accordance with and as required by the terms of South Carolina law, (2) the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers, and (3) procedural compliance for enactment by the County and, in the case of the Park, the partner county, of all further acts, legislation, and ordinances required or envisioned by this Agreement.

**Section 4.2.** The Company and the County agree to execute such other documents containing commercially reasonable terms as are required to effectuate and carry out the terms, provisions, and requirements of this Agreement, the Resolution to which it is attached, and the documents referred to in this Agreement and the Resolution. Pursuant to Section 4-12-45(C) and Section 12-44-55(B) of the Code, the Company and the County agree that no recapitulation information (as set forth in Section 4-12-45(A) and Section 12-44-55(A) of the Code) is required to be provided by either the Company or the County in this Agreement, or in any subsequent Lease Agreement(s) or Fee Agreement, to the extent that, and so long as the Company makes all returns required by the Act and provides copies thereof to the County within sixty (60) days of filing such report with the State. The Company shall file a copy of the South Carolina Department of Revenue

form PT-443 with the County after execution of this Agreement and after the execution of a Fee Agreement or Lease Agreement by the County and the Company.

**Section 4.3.** If for any reason this Agreement is not executed and delivered by the Company within one (1) year after execution and delivery by the County, or if any phase of the Project, once this Agreement is executed by all parties, is abandoned permanently (work has not meaningfully progressed for twelve (12) months or longer) by the Company for any reason other than fault or negligence of the County, the provisions of this Agreement shall be cancelled as to any incomplete or unfinished phase(s), only, and no party shall have any rights against any other under this Agreement and no third parties shall have any rights against any party under this Agreement as to such incomplete phase(s) except:

- (a) The County will convey to the Company any title it may have acquired to such incomplete phase(s) of the Project, to the extent of its ownership therein, if any;
- (b) The Company will pay the County for all expenses which have been authorized by the Company in writing and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project;
- (c) The Company will pay the reasonable out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the execution of this Agreement or the Fee Agreement or Lease Agreement(s), and will pay fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement or Lease Agreement(s), the Infrastructure Financing Agreement, this Agreement, and any other legal agreements or related procedural documents that may be necessary in connection herewith or therewith.

**Section 4.4.** The parties understand that the Company may choose not to proceed with the Project or with any given phase of the Project, in which event this Agreement shall be cancelled as to any and all incomplete or unfinished phase(s), only, and, subject to parties' obligations described in Section 4.3, no party shall have any further rights under this Agreement against any other, and no third party shall have any rights against any party under this Agreement as to such incomplete phase(s).

**Section 4.5.** To the maximum extent allowable under the Code, the Company may assign (including, without limitation, absolute, collateral, and other legal and equitable assignments of whatever form, type, or name) all or a part of its rights and/or obligations under this Agreement, the Lease Agreement(s) or Fee Agreement, or any other agreement related hereto or thereto, to one or more other entities, at the Company's sole discretion, so long as such assignee is qualified under the Code to assume such rights and/or obligations and so long as such assignee assumes all responsibilities and obligations of the Company and, upon the consent of the County, which consent will not unreasonably be withheld, without adversely affecting the benefits to the Company or assignees pursuant to any such agreement or the Act, and this Agreement shall inure to the benefit of and bind the successors and permitted assigns hereunder. Further, the Company may add one or more Sponsors or Sponsor Affiliates (as defined in the Act) to this Agreement, the



Lease Agreement, or the Fee Agreement, pursuant to and in accordance with the Act, at any time. At the current time, the Company intends to add one such Sponsor Affiliate at the outset. Such addition of one or more Sponsors or Sponsor Affiliates later will be authorized in the Lease Agreement or Fee Agreement and the respective enabling ordinance of the County, which will authorize such addition, after the initial approval of the Lease Agreement or Fee Agreement, by subsequent resolution of the County and amendment of the Lease Agreement or Fee Agreement and acceptance of the terms of the Lease Agreement or Fee Agreement by the prospective Sponsor Affiliate by a form or forms mutually agreeable to the Parties hereto.

**Section 4.6.** This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers. No amendment, modification, or termination of this Agreement, and no waiver of any provision or consent required hereunder shall be valid unless consented to in writing by all parties.

**Section 4.7.** Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof or thereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or any other legal entity relationship between the Company and the County.

**Section 4.8.** This Agreement constitutes the entire Agreement between the parties regarding the matters set forth herein. No amendment to this Agreement shall be effective unless reduced to writing, executed by both parties, and approved by appropriate legal process. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina. This Agreement and the Resolution which authorized it are intended by the County to constitute both a millage rate agreement, in accordance with the Act, and an “Inducement Resolution” with respect to the Project, including any 2020 investment at the Project which is not placed in service in 2020, within the full meaning of the Act, including, without limitation, Sections 12-44-40 and 12-44-110 of the Act.

**Section 4.9** This Agreement may be executed in counterparts, and such counterparts taken together shall be deemed to be one and the same agreement.

**[The remainder of this page left blank intentionally]**

**IN WITNESS THEREOF**, the undersigned has executed this Agreement as of the date first above written.

**FOR ANDERSON COUNTY:**

By: \_\_\_\_\_  
Tommy Dunn, Council Chairman,  
Anderson County Council

ATTEST:

By: \_\_\_\_\_  
Lacey Croegaert, Clerk,  
Anderson County Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Leon Harmon,  
Anderson County Attorney

**IN WITNESS THEREOF**, the undersigned has executed this Agreement as of the date first above written.

**PROJECT NEW**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## Rita Davis

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**From:** Joseph Stone  
**Sent:** Monday, July 13, 2020 2:33 PM  
**To:** Rita Davis; Holt Hopkins; Rusty Burns  
**Subject:** Info on Donation Status Please guys

The following vehicles I am still awaiting Council approval for donation to various agencies/municipalities.

21977-To Belton -Councilman Graham Requested

23911-To West Pelzer- Town Mayor requested

23559- To Meals On Wheels- Admin Requested

20873-To City of Anderson- Fleet Request



### Joe Stone

Anderson County Fleet Manager

O: 864.260.6343

C: 864.617.1919

F: 864.260.4867

[jstone@andersoncountysc.org](mailto:jstone@andersoncountysc.org)

739 Michelin Boulevard  
Anderson, SC 29626

**Minutes**  
**Planning and Public Works Committee Meeting**  
**Tuesday, June 23, 2020**

The Planning and Public Works Committee Meeting of Tuesday, June 23, 2020 was called to order at 10:00 am by Chairman Ms. M. Cindy Wilson. Mr. Brett Sanders and Mr. Jimmy Davis 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. Approval of Minutes for March 9, 2020:**

Mr. Brett Sanders made the motion to approve the March 9, 2020, Planning and Public Works Committee minutes as submitted with a second from Mr. Jimmy Davis. The committee voted unanimously 3-0 to recommend to Full Council.

**4. Discussions regarding Tiny Home Rules and Regulations, Alesia Hunter:**

Ms. Alesia Hunter presented the packet of information which includes the definitions of Tiny Homes, Park Model RV's, RV Travel Trailers, Manufactured /Mobile Homes, Modular Homes, and Single-Family Homes and the requirements for permitting.

A tiny home is described by the International Residential Code as a stick-built house that is built and constructed on-site. It is not wheeled in or transferred into the facility. It is permanently attached to a foundation and is described as a single-family dwelling unit that is 400 square feet or less. It is constructed on-site by a licensed contractor.

A Park Model RV is a travel type RV that is designed for a temporary camping and recreational use. It is not designed for a permanent single-family dwelling. It is built on a single chassis mounted on wheels and can be towed by a variety of vehicles. It does not exceed 400 square feet. It is not a single-family home and is not designed for permanent residency. A Park Model RV is not required to follow the building or installation codes that stick-built or manufactured homes are required to meet such as foundation, electrical, or HVAC restrictions.

Anderson County does not currently have an ordinance for the un-zoned areas that will keep someone from living in a camper. In zoned residential single-family districts campers can be stored at properties but they cannot be lived in. Temporary can be defined as 6 months or less and any items that are left for over 180 days are considered permanent by the standards used by both the counties and the State.

An RV Travel Trailer is a fifth wheel, lightweight travel trailer. It is a Class A Motorcoach, but there are also some Class B and C motorhomes. It can be used for recreational, vacation, and beach purposes. It can be towed by a variety of vehicles used for hauling.

A manufactured home or mobile home has to be at least 320 sq. ft. on a permanent chassis and is constructed to meet HUD standards. If it is older than 1976 it does meet HUD standards and is required to be set-up according to code with piers, tie-downs, landings, and decks. The electrical meter must be set on a pedestal and cannot be set on the home due to safety and fire prevention. A mobile home park must be a minimum of 2 acres with 4 mobile home units per acre. Each mobile home interior lot is 4000 square feet and a minimum of 45 feet wide when on public sewer. A 4-acre park can have 8 mobile homes. The roads in a mobile home park are required to be built to County standards.

**Minutes**  
**Planning and Public Works Committee Meeting**  
**Tuesday, June 23, 2020**

Modular homes are prefab homes that are constructed in a factory just like a single-family home and are brought to the site and set on a permanent foundation with a crane. Under the International Residential Code, Modular homes are already adopted. These homes are delivered to a permanent foundation and meet all of the same standards as single-family homes. An advantage of building a modular home is that everything is constructed inside to avoid damage. A Single-Family Home is constructed from the ground up and is approved by the International Residential Code.

In 2018, Anderson County adopted an Appendix Q which states how to construct a Tiny Home. It has to be built to include one means of egress, one window, and the ceilings have to be at least six feet in height. Greenville and other counties have adopted the Appendix Q and the International Residential Code.

When a modular home is set up in the County it is required to be certified by the State. The State will provide a South Carolina Modular label that will be placed on the home so that when Anderson County staff go to permit, they will look for this label to ensure the modular home meets the South Carolina Modular Standard Engineering practices.

The guidelines presented are recommendations to the Council for the approval of proposed Camps/RV-Parks Land Use Regulations. The Anderson County staff have spoken with Greenville, Spartanburg, Oconee, Pickens, and Cherokee County and this is the basic language they use for proposed RV Parks. A recreational vehicle can be no more than 400 square feet and any length over 8 feet will be considered a mobile home set on a permanent foundation. When a permit is obtained the Building and Codes Department inspectors will go out to inspect the sites. The registration and requirements for set-up is a standard language for parks and RV's everyone has adopted. Flatwork is an accessory to a unit itself or it may also be known as minor architectural features or add-ons. Each added item will have to be permitted. Mr. Jimmy Davis recommended to include the lot site so that it will be written as 690 square feet minimum area per lot site. All of the one-way drives shall be 12' wide and two-way drives shall be 20' wide. Mr. Jimmy Davis recommended to changing the 60-gallon containers to 90-gallons containers for trash pickup. The 90-gallon containers are a standard size that will allow standard roller-carts versus several trash cans. There is approved language for Tiny Homes, Modular Homes, and Single-Family but there is no language approved for RV Parks.

Mr. Brett Sanders made the motion to send the proposed Camps and RV Park Land Use Regulations to the Planning Commission with a second from Mr. Jimmy Davis. The committee voted unanimously 3-0 to recommend to Full Council.

In un-zoned areas, there are no restrictions for what can be done if there is sewer. If someone wants to build tiny homes it would be treated as a normal subdivision with ½ acre minimum per lot. The structure itself will meet and be regulated by the International Residential Code but the County can adopt minimum standards to establish setback and buffers, lot area, lot density. If there is sewer it can go down to 8000 square feet per lot.

The Planning Commission looks at a comprehensive plan of the surrounding areas that will be adversely impacted such as traffic, citizen concerns, and schools that are a different set of guidelines than the County who looks at all technical aspects during this process. Mr. Jimmy Davis encourages the Planning Commission to have a workshop separate from their regular meetings to review the information presented to Council about the definitions of Tiny Homes, RV Parks, Mobile, and Modular homes and the Proposed Camps and RV Parks Land Use Regulations. The committee requested the Planning Commission's record

**Minutes**  
**Planning and Public Works Committee Meeting**  
**Tuesday, June 23, 2020**

of attendance for the last 12 months. Mr. Jimmy Davis requested that the Planning Commission Chairman use a roll call vote to include yay or nay or yes or no instead of raising hands.

**5. Discussion on appropriate measures to protect local farm properties:**

In local farm communities, there have been issues with trespassing or items being thrown over fences that could potentially harm farm animals and livestock. Anderson County is a strong farming County with a strong agricultural economy. The County is top in the State for goat production, first or second for cattle, second for horses, and one of the top counties for timber. In 2017, an additional setback was adopted to include a 20 feet rear setback only in the residential single-family districts. On unzoned properties with septic and public water, there is a minimum setback of 10 feet on the side and rear but if there is sewer the side setback drops down to 8 feet. The setbacks do help and a berm with fencing or vegetation may be another consideration. The committee can work on rules to provide compatible quality measures and protection for everyone without trying to stop the development. It may be useful to have a workshop with the Farm Bureau, Extension Services, landowners and developers to look at this. Ms. M. Cindy Wilson requested that the committee receive a copy of existing measures for development adjoining farms or agricultural to see what is in place now and what could be adjusted for further discussion in a future meeting.

This item is for information only. No decisions or votes were taken for this item.

**6. Update and upgrades for County Storm water retention and run-off measures, Ms. Alesia Hunter, Mr. Holt Hopkins:**

There have been issues this year with the roads washing out and homes flooding due to previous measures that are no longer working. Staff has discussed what can be done to protect downstream homes and properties. The design criteria is based on a 2 to 10 year storm plan and if it is changed to a blanket policy it will affect everything that happens in the County. Anderson County would be the only County to do this. The County currently follows the State and Federal guidelines with some of the Storm Water Management that is related to the FEMA and Flood Plain Management.

When developers do develop, they have to consider the watershed which is called pre-imposed development. The County could increase the size of the current 2-10 year storm as an option. The Planning Commission was looking into requiring developers to leave in more trees as natural vegetation to create a minimal impact of development. The County encourages developers to leave in as much natural vegetation as possible but sometimes it cannot happen due to sewer designs. If a site is suitable staff could go out with the Planning Commissioners to see what amount could be left in through conservation.

In February through May in one area, there was a thin line of unusual rainstorms. Mr. John Batson had the weather service and Wofford Engineering put together a model. This model met the 10-year requirements because it was less than a 10-year storm but the problem was that the ground was saturated all spring and the run-off from the storms acted like a 50-year storm that is why the flooding occurred. Mr. Holt Hopkins is meeting with SCDOT to go look at their pond to make sure it is maintained and functioning properly. SCDOT is following the same standards of State and Federal guidelines. The County would have to decide how far, how strict, and how much capacity should be put into those ponds versus the cost of doing it for everybody. The County would have to check on jurisdiction issues with the Federal and State. The retention permits are issued by the state agencies DHEC and Corps of Engineers. I

**Minutes**  
**Planning and Public Works Committee Meeting**  
**Tuesday, June 23, 2020**

the County builds something it is supervised by DHEC. The County can change our rules for us but not for DHEC. The County can request permits and information from DHEC.

This year the County has experienced lots of rain and run-off that met the minimum standards. An area that could be looked at is an impervious area meaning if there is an acre you could not cover more than 80% with asphalt or rooftops. It will be difficult to prevent these issues that are being dealt with and allow development. The County could implement tighter restrictions. Hilton Head does have some tighter restrictions that include parking lots with open, catch spaces, and vegetation for the water to run into as well as more rain pockets. There have been some issues with ditches and culvert being stopped up. These maintenance issues were due to all of the rain making it a struggle to keep the pipes and ditches clean.

Ms. Alesia Hunter spoke with the other Counties concerning this issue. Anderson County experienced a record high of rainfall. Anderson County has only been part of the EMS4 program since 2007. The older developments were permitted and inspected, and pre-imposed development were all handled by DHEC. There was so much development going on in 2004, 2005, and 2006 DHEC couldn't keep up with the pace of all the inspections so some things got dropped and they couldn't keep up with some of the developers providing maintenance. Anderson County joined the Storm Water Management program in 2007 when Mr. John Batson was hired. When the County was not under the EMS4 program the minimum DHEC standards were followed. Now there is a water quality standard that is enforced.

Some of the options the County can consider are reducing the impervious areas, encouraging the developers to leave in as much vegetation as possible to cut down on the amount of run-off, and the amount of roads to be cleared and graded. Mr. Randall Arendt showed us how to cut down on Stormwater run-off. It can be done on an individual basis. Before a subdivision is developed staff can go out to the site and do a site analysis to see what areas are critical or what areas need to be preserved. The Committee and staff would like to take time to further discuss this item with Mr. Johnathon Batson.

This item is for information only. No decisions or votes were taken for this item.

**9. Citizens Comments:**

The Committee heard comments from the following citizens:

Mr. Chandler Reed, spoke about Tiny Homes, RV's, County road standards, and septic tanks.

**10. Adjourn:**

Mr. Brett Sanders made the motion to adjourn with a second from Mr. Jimmy Davis. 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 11:35am.

**Planning and Public Works Committee**

\_\_\_\_\_, Chairman

\_\_\_\_\_ Date



**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 pops up 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 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 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 could 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 so developed.

For example, the McConnells came to the County for a private recreation area and falsified the application to DNR claiming acreage there was no proof of. Then shooting occurred starting at 7am until later in the evening. The DNR is not very responsive due to the virus. They were shooting tannerite. 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 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, but 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



## AMENDED AGENDA

### ANDERSON COUNTY PLANNING & PUBLIC WORKS COMMITTEE MEETING

Wednesday July 22, 2020 1:00 p.m.

101 South Main Street, Anderson SC

Second Floor, Administrator's Conference Room

Chairman M. Cindy Wilson, 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 Croegaert  
Clerk to Council

Rusty Burns  
County Administrator

1. Call to Order Chairman Wilson
2. Prayer and Pledge of Allegiance Honorable Jimmy Davis
3. Bid #20-050 Starr C&C Landfill Mr. Robert Carroll &  
Mr. Greg Smith
4. Changes, Deletion, Additions to Anderson County Code of Ordinances regarding Land Use: Committee Members
  - 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;
  - Deletion of some uses allowed under "special exceptions" in zoned areas and improved notifications (see above);
  - 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.
4. New Business
5. Citizens Comments
6. 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

# Anderson County Purchasing Department Bid Tabulation

BID# 20-050 STARR C & D LANDFILL

|    | Vendor          | BONDS | BID            |
|----|-----------------|-------|----------------|
| 1  | WILEY EASTON    | YES   | \$4,697,922.50 |
| 2  | GARNEY          | YES   | \$2,681,663.15 |
| 3  | GRAHAM CO. LAND | YES   | \$3,072,800.00 |
| 4  | L-J             | YES   | \$2,838,717.50 |
| 5  | BELK            | YES   | \$2,631,005.65 |
| 6  | MORGAN          | YES   | \$3,494,850.00 |
| 7  | GLF USA         |       | NO RESPONSE    |
| 8  | BLE             |       | NO RESPONSE    |
| 9  | P AND J         |       | NO RESPONSE    |
| 10 | R B BAKER       |       | NO RESPONSE    |
| 11 | CONTOUR MC      |       | NO RESPONSE    |
| 12 | KIEWIT          |       | NO RESPONSE    |
| 13 | SEQSERV         |       | NO RESPONSE    |
| 14 | G C INC.        |       | NO RESPONSE    |

| Vendor           | BONDS | ID                       |
|------------------|-------|--------------------------|
| 15 GEARIG        |       | NO RESPONSE              |
| 16 MILLER        |       | NO RESPONSE              |
| 17 MBCC INC.     |       | NO RESPONSE              |
| 18 N T GRADING   |       | NO RESPONSE              |
| 19               |       |                          |
| 20               |       |                          |
| 21               |       |                          |
| 22               |       |                          |
| 23               |       |                          |
| 24               |       |                          |
| 25               |       |                          |
| 26               |       |                          |
| 27               |       |                          |
| 28 /             |       |                          |
| <b>AWARD TO:</b> |       | <i>The Belk Company.</i> |



# MEMORANDUM

## ANDERSON COUNTY SOLID WASTE

**DEPARTMENT**

**DATE:** August 4, 2020

**TO:** Rusty Burns, Administrator

**FROM:** Greg Smith, Solid Waste Director

**CC:** Rita Davis, Finance Director

**SUBJECT:** Starr Landfill Cell 2 and Sediment Basin #3 Construction

On May 7, 2020, the Anderson County Purchasing Department issued bids for the Starr Landfill Cell 2 and Sediment Basin #3 Construction. Bids were due in on June 18, 2020 at 11:00am for Anderson County Solid Waste and LaBella to review. Six bids were received for the project. Bids were submitted by The Belk Company, LLC, Garney Construction, L-J Construction, Inc., Graham Co. Land Company, Morgan Construction and Wiley Easton Construction Co., Inc. The bids were as follows:

| <u>Bidding Company</u> | <u>Bid Total</u> |
|------------------------|------------------|
| The Belk Company, LLC  | \$2,631,005.65   |
| Garney Construction    | \$2,681,663.15   |
| L-J Construction Inc.  | \$2,838,717.50   |
| Graham County Land     | \$3,072,800.00   |
| Morgan Construction    | \$3,494,850.00   |
| Wiley Easton           | \$4,697,922.50   |

The Starr Landfill Cell 1 is currently running out of disposal space due to increased volume and COVID-19. We need to begin construction as soon as possible or we will have to send C&D debris to the Anderson Regional Landfill until construction is complete.

The Anderson County Solid Waste Department and LaBella would like to recommend that The Belk Company, LLC with the low bid of \$2,631,005.65 to construct the Starr Landfill Cell 2 and Sediment Basin #3. We would like to thank Anderson County Council

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Brett Sanders**  
Council District 4

**Cindy Wilson**  
Council District 7

**Ray Graham**  
V. Chairman, District 3

**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



Notice of Award

08/14/2020

To: The Belk Company, LLC  
P.O. Box 646  
Anderson, S.C. 29622

Bid #20-050

Project Description: Starr C & D Landfill Project


The owner has considered the bid due June 25, 2020 submitted by you for the above-described work in response to its Advertisement for Bids and its Information and Conditions for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$2,631,005.65.

You are required by the Information and Conditions for Bidders and the General Conditions to execute the Contractor's Agreement and furnish the required Faithful Performance Bond, Payment Bond and certificates of insurance within seven (7) days of mailing of this notice. It is understood and agreed that should bidder fail or refuse to return executed copies of the Contractor's Agreement, Workers Compensation Certificate, insurance certificates, and required payment and performance bonds to the County within the time specified, the bid security shall be forfeited to the County.

You are required to return an acknowledged copy of this Notice of Award to the owner.

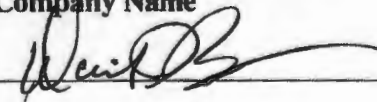
Dated this 14<sup>th</sup> day of August, 2020.

By:   
Rusty Burns  
Title: County Administrator

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by

The Belk Company LLC  
Company Name

By:  Title: President





**SECTION IV: Addendum A  
BASE BID FORM  
Class 2 LF & Sediment Basin 3 Construction at the Starr C&D Landfill**

Name of Party submitting the Bid: The Belk Company LLC

To: Purchasing Manager for Anderson County

Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

| <u>Item</u>                                  | <u>Description</u>            | <u>Quantity</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Subtotal Cost</u>   |
|--|-------------------------------|-----------------|-------------|-------------------|------------------------|
| 1.   | Mobilization/Demobilization   | 1               | LS          | \$ _____          | \$ <u>50,354.00</u>    |
| 2.   | Site Preparation              | 1               | LS          | \$ _____          | \$ <u>99,000.00</u>    |
| 3.   | Field Engineering and Survey  | 1               | LS          | \$ _____          | \$ <u>24,750.00</u>    |
| 4.   | Quality Control               | 1               | LS          | \$ _____          | \$ <u>13,750.00</u>    |
| 5A.  | Earthwork - Excavation        | 58,000 CY       | LS          | \$ _____          | \$ <u>372,900.00</u>   |
| 5B.  | Earthwork - Excavation        | 242,000 CY      | LS          | \$ _____          | \$ <u>1,481,700.00</u> |
| 6.   | Earthwork - Fill              | 1               | LS          | \$ _____          | \$ <u>16,500.00</u>    |
| 7.   | Erosion and Sediment Control  | 1               | LS          | \$ _____          | \$ <u>96,700.00</u>    |
| 8.   | Revegetation                  | 1               | LS          | \$ _____          | \$ <u>21,000.00</u>    |
| 9.   | Sediment Basin 3 Construction | 1               | LS          | \$ _____          | \$ <u>36,777.00</u>    |
| 10.  | Gravel Access Road            | 1               | LS          | \$ _____          | \$ <u>65,000</u>       |
| 11.  | Construction Access Road      | 1               | LS          | \$ _____          | \$ <u>5,000.00</u>     |
| 12.  | Waste Excavation and Removal  | 1,000           | CY          | \$ _____          | \$ <u>4,000</u>        |
| SUBTOTAL (Items 1-4, 5A, 5B, and 6-12)       |                               |                 |             |                   | \$ <u>2,287,831.00</u> |
| 13. Contingency Allowance (15% of subtotal)  |                               |                 |             |                   | \$ <u>343,174.65</u>   |
| BASE BID TOTAL (Items 1-4, 5A, 5B, and 6-13) |                               |                 |             |                   | \$ <u>2,631,005.65</u> |

IN WORDS: Two Million Six hundred thirty one thousand five dollars and sixty five cents.

The above unit prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. The Bidder understands that the Owner reserves the right to reject any or all bids and to waive informalities in the bidding. The Bidder also understands the estimated quantities shown above are for bidding purposes and that actual pay quantities will be verified by field survey.

UNIT PRICE ITEMS TO BE USED ON A CONTINGENCY BASIS

| <u>Item</u> | <u>Description</u>   | <u>Unit</u> | <u>Unit Price</u> |
|-------------|----------------------|-------------|-------------------|
| 1C.         | Unsuitable Materials | CY          | \$ <u>4.50</u>    |
| 2C.         | Rock Removal         | CY          | \$ <u>90.00</u>   |
| 3C.         | Silt Fence (one row) | LF          | \$ <u>3.00</u>    |
| 4C.         | Silt Fence (two row) | LF          | \$ <u>5.00</u>    |

In accordance with Paragraph #15 of Section II of the Request for Bids, provide contractor license number indicating classification and designated dollar limit per contract:

Licensed No. 114934 BTS AP 605 C/S M/S UNLIMITED

Expiration: OCT 2020

## **Current Notification**

### **Anderson County Code of Ordinance Chapter 38, Division 5, Section 38-171 – 173**

Currently, legal notice is required to be printed in a newspaper of general circulation in Anderson Independent Mail at least 15 days before public hearings in the legal notice section.

A public hearing sign is erected on the property at least 15 days before the public hearing. This sign will be erected and removed by staff after the public hearing.

## **Proposed Land Use Notification**

### **Anderson County Code of Ordinance Chapter 38, Division 5, Section 38-171 – 173**

Public notice shall be given at least 15 days in advance of public hearing. Notice of the proposed use will be generated in a newspaper of general circulation. A sign(s) will be posted on the property. Postcards will be sent to property owners within 1000 feet of the subject property, notifying them of the proposed project. The following uses proposed in the unincorporated area are:

- Residential Subdivisions
- Large Scale Projects
- Hazardous Waste and Nuclear Waste Disposal site
- Motorsports facilities and testing tracks
- Mining and extraction operations
- Gun clubs, Skeet and Outdoor Firing Ranges
- Stockyards, Slaughterhouses, Animal Auction House
- Land Fills
- Water and Sewerage Treatment facilities
- Electrical Substations
- Prisons
- Recycling Stations
- Transfer Stations
- Schools
- Water and Sewer lines
- Truck or bus terminal
- Outdoor sports and recreational facilities
- Tattoo Facilities
- Mobile Home Parks/Manufactured Home Parks/RV Parks
- Sexually Oriented Business
- Salvage, junk, and scrap yards

**Article III Subdivision, Division 6, Sec. 38-371. - Lot dimensions; setbacks. (Currently Adopted)**

- (a) The following minimum dimensions apply for lots with access to public water and sewer:
- (1) Minimum area of 8,000 sq. ft. for a single lot, when not in a zoned area of Anderson County. In zoned areas, the applicable minimum area requirements of the zoning ordinance shall apply.
  - (2) For twin home lots, the minimum combined total area of both lots must be at least 8,000 sq. ft. and each lot must have a minimum area of 3,850 sq. ft. when not in a zoned area of the county. In zoned areas, the applicable minimum area requirements of the zoning ordinance shall apply.
  - (3) Minimum width of 60 feet between side lot lines measured at the front setback line. Minimum width for corner lots shall be measured from the side road setback line, rather than the side lot line to accommodate the need for additional width on corner lots.
  - (4) Minimum depth as required to meet minimum area requirements as specified in subsection (a)(1) and (3) of this section.
  - (5) Minimum rear setback of ten feet from rear property line for a single family residence or a twin home.
  - (6) Minimum side setback of eight feet from the lot line shall be maintained on each side of a twin home and on both sides of a single family dwelling. Side setbacks on corner lots shall be equal to half the distance required for the front setback.

**Chapter 70, Section 5:3. - R-40, R-20, R-15, R-12, R-10, and R-8, Single-Family Residential Districts**

4. Lot area averaging may be utilized in new developments with no minimum acreage required. When calculating the minimum lot area within the R-40, R-20, R-15, R-12, R-10, and R-8, Single-Family Residential Districts, the minimum square footage of individual lots may be reduced by up to 25 percent provided the average lot size for the entire subdivision meets the zoning classification's minimum lot area and is indicated on an approved preliminary or summary subdivision plat. A maximum lot credit will be used in calculating the minimum lot area for each district as depicted on the chart below. When using lot averaging, the adjoining county owned right-of-way may not be included in the minimum lot calculation.

| 25% LOT AVERAGING<br>NO MINIMUM ACREAGE REQUIRED |        |        |        |        |        |        |
|--|--------|--------|--------|--------|--------|--------|
| Anderson County<br>Zoning Classifications        | R-8    | R-10   | R-12   | R-15   | R-20   | R-40   |
| Maximum Lot Credit                               | 16,000 | 20,000 | 24,000 | 30,000 | 40,000 | 80,000 |
| Average Square Footage                           | 8,000  | 10,000 | 12,000 | 15,000 | 20,000 | 40,000 |
| Average Reduced by 25%                           | 6,000  | 7,500  | 9,000  | 11,250 | 15,000 | 30,000 |
| Typical Right-of-Way                             | 0      | 0      | 0      | 0      | 0      | 0      |
| Resulting Minimum Lot Size                       | 6,000  | 7,500  | 9,000  | 11,250 | 15,000 | 30,000 |

Article III Subdivision, Division 6, Sec. 38-371. - Lot dimensions.

**PROPOSED CHANGES ARE HIGHLIGHTED 7-21-2020**

- (a) The following minimum dimensions apply for lots with access to public water and sewer:
- (1) Minimum area of **15,000 sq. ft.** for a single lot, when not in a zoned area of Anderson County. In zoned areas, the applicable minimum area requirements of the zoning ordinance shall apply.
  - (2) For twin home lots, the minimum combined total area of both lots must be at least 15,000 sq. ft. and each lot must have a minimum area of **7,500 sq. ft.** when not in a zoned area of the county. In zoned areas, the applicable minimum area requirements of the zoning ordinance shall apply.
  - (3) Minimum width of 60 feet between side lot lines measured at the front setback line. Minimum width for corner lots shall be measured from the side road setback line, rather than the side lot line to accommodate the need for additional width on corner lots.
  - (4) Minimum depth as required to meet minimum area requirements as specified in subsection (a)(1) and (3) of this section.
  - (5) Minimum rear setback of ten feet from rear property line for a single family residence or a twin home.
  - (6) Minimum side setback of eight feet from the lot line shall be maintained on each side of a twin home and on both sides of a single family dwelling. Side setbacks on corner lots shall be equal to half the distance required for the front setback.

**New Single-Family Developments (Un-Zoned)**

Lot area averaging may be utilized in new developments with no minimum acreage required. When calculating the minimum lot area within the **15,000** Single-Family Residential, the minimum square footage of individual lots may be reduced by up to 25 percent provided the average lot size for the entire subdivision meets the minimum lot area and is indicated on an approved preliminary or summary subdivision plat. A maximum lot credit will be used in calculating the minimum lot area as depicted on the chart below. When using lot averaging, the adjoining county owned right-of-way may not be included in the minimum lot calculation.

| 25% LOT AVERAGING<br>NO MINIMUM ACREAGE REQUIRED         |  |  |        |  |  |
|--|--|--|--------|--|--|
| Anderson County<br>Single Family Developments (Un-Zoned) |  |  | 15,000 |  |  |
| Maximum Lot Credit                                       |  |  | 30,000 |  |  |
| Average Square Footage                                   |  |  | 15,000 |  |  |
| Average Reduced by 25%                                   |  |  | 11,250 |  |  |
| Typical Right-of-Way                                     |  |  | 0      |  |  |
| Resulting Minimum Lot Size                               |  |  | 11,250 |  |  |



# Public Safety Committee Agenda

## Committee Members:

The Honorable Ray Graham, Chairman  
The Honorable Craig Wooten  
The Honorable Jimmy Davis

**Friday, August 14, 2020 at 8:00 a.m.**

**This meeting will be held via Webex:**

- 1. Call to Order:** Honorable Ray Graham
- 2. Invocation and Pledge of Allegiance:** Honorable Jimmy Davis
- 3. Approval of Public Safety Minutes:** All Committee Members
  - a. July 2, 2020
- 5. Discussion on EMS Billing Fees:** Mr. Steve Kelly
- 6. QRV's Outline Area** Mr. Steve Kelly
- 7. Executive Session:**
  - a. Discussion concerning Franchise Agreements and Contracts
- 8. Citizen Comments:**
- 9. Adjournment:**

**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



# Public Safety Committee Agenda

## Committee Members:

The Honorable Ray Graham, Chairman  
The Honorable Craig Wooten  
The Honorable Jimmy Davis

### **To join from a mobile device (attendees only)**

+1-415-655-0001,, [1261802852#67337246#](tel:1261802852#67337246) US Toll

Some mobile devices may ask attendees to enter a numeric meeting password.

### **To join by phone**

+1-415-655-0001 US Toll

### **To join by video system, application or Skype for business**

Dial [1261802852@webex.com](tel:1261802852@webex.com)

Meeting number (access code): 126 180 2852

Meeting password: mS3Dr2GmdN8 (67337246 from phones and video systems)

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Ray Graham**  
Council District 3

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Brett Sanders**  
V. Chairman, District 4

**Gracie Floyd**  
Council District 2

**Ken Waters**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**Rusty Burns** | County Administrator  
[rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)



**Minutes  
Public Safety Committee  
Thursday, July 2, 2020**

The Public Safety Committee meeting of Thursday, July 2, 2020 was called to order at 8:03am by Chairman Ray Graham. Mr. Craig Wooten and Mr. Jimmy Davis were in attendance for the Public Safety Committee meeting. The Invocation and Pledge of Allegiance was provided by Mr. Jimmy Davis.

The following items were discussed by the committee:

**3. Approval of Minutes:**

Mr. Jimmy Davis made the motion to approve the Public Safety Committee minutes for December 16, 2019, January 24, 2020 and February 12, 2020 with a second from Mr. Craig Wooten, the committee voted unanimously 3-0 to recommend to Full Council.

**4. EMS items, Mr. Steve Kelly, Mr. Don McCown**

Currently, there are issues concerning other providers actively taking over nursing homes and transporting all patients exclusively when they are not a part of the franchise agreement franchise. The downside of this is it impacts the other providers. The purpose of the franchise agreement was to solidify the groups involved to avoid bombarding the system. Vital Care has taken over nursing homes in Powdersville, Piedmont, and James St. in Anderson, and Medshore is sub-contracting with another which is violates the franchise agreement. Mr. Steve Kelly has talked with these businesses and sent certified letters stating this issue was previously talked about in person. In addition to the letter Mr. Steve Kelly provided a copy of the ordinance of which they are in violation, and an application with the information on how to apply to become part of the franchise. A letter will be sent by the County and the Enforcement officer can deliver it. The County can look into other options for the future.

The County will maintain the current budget from the previous year. There would be no increase in funding at this time. The providers could receive some federal funding from COVID loans if they have applied. Across the United States, the call volumes for the 911 system are down 35%.

Some changes that have been looked at within the City will allow the County to be more accountable within the EMS system. The County will be able to put more focus on patient care, not on the transport aspect. Priority is having issues with customer service, response issues, and difficulty finding paramedics so it was proposed to them that we want them to pay for us to fund five QRV's. The QRV's are paramedics that will be able to respond and provide patient care. As a benefit of doing this, the paramedics will be the best and it will also allow us to select from a better pool of candidates from across Anderson County and this will put the County in the position to assist if a system fails. In the background, EMS Systems are collapsing, and some counties are going bankrupt. The County needs to be prepared for the future with the most cost-effective solutions. Priority is currently having a hard time finding paramedics and if they will pay us to provide the QRV then the County will have some control over the patient care and control over the system. If a squad fails the County will be prepared to step in take it over and fix it. There is not currently a five or ten-year plan to determine what to do if something happens in the future.

**Minutes**  
**Public Safety Committee**  
**Thursday, July 2, 2020**

Transportation in the EMS industry is secondary. The goal is to put someone qualified to handle the patient care on the scene within a 959-response time compliance. The paramedic's only job is to take care of the patient. For this proposal Priority will pay the County to fund 5 QRV's. This will increase the amount of staff by 15 personnel to be run by shifts. The QRV's will respond on every emergency call that requires a paramedic and if a patient has to go to the hospital the paramedic will get on the ambulance and ride to the hospital with them. Priority will bill for their monthly Advanced Life Support (ALS) and they will pay the County a monthly fee to provide the QRV's. This plan will be used for one year and after Anderson County has been providing the service we will need a certain amount of income for providing Advanced Life Support (ALS). EMS has historically been dependent on transports to generate revenue.

Paramedics are in a shortage. A benefit for Anderson County employees is an excellent benefits package. The County will be going back to the emergency concept when the paramedics came out, did patient care and, got on the ambulance and rode in. It is not financially feasible to put a paramedic on every call. Mr. Steve Kelly worked on the EMD Protocols that will help dispatch determine who needs to go to what call. The QRV concept will help put the County in a position to sustain if anything happens. A paramedic can do anything for a critical or cardiac arrest patient such as cardiac monitoring, administering medication, and advanced airway. A paramedic is required to take 2+ years of schooling. An EMT is required to take six months of schooling and is limited in skills but can handle about 95% of calls. The average pay of a paramedic is \$43,000 per year. A paramedic will arrive on the scene in an SUV, administer care and if the patient needs to be transported to the hospital they will ride with them on the ambulance.

The main focus is on taking care of our constituents, taking care of our community and providing patient care and the transportation is secondary. This will allow the County to pick the paramedics and create a more efficient program. Priority is on board with this proposal. They have requested to increase the response time to add 2 minutes and that the County do an Advanced Life Support (ALS) assessment on every patient that will allow Priority to be able to bill for those services. They also asked for an extension on the contract. The committee would like staff to look into the paramedics pay range to see if Anderson County is current with other counties.

Mr. Jimmy Davis made the motion to send the proposal for QRV's to Full Council with a second from Mr. Craig Wooten, the committee voted unanimously to recommend to Full Council.

**5. Radio Approval for West Pelzer, Mr. Mark Williamson**

Mr. Mark Williamson has been looking into adding the small towns into our radio system. The palatka radio rate was previously negotiated down to allow the County to have no new cost up to 2000 radios. West Pelzer and the other small towns are having some strain paying these fees to Palmetto 800. If the County rolls the small towns into our radio system it will take away their cost to pay for the radios and it will require no additional cost to Anderson County. The total number of radios would be 41 if we added all the small towns. Mr. Mark Williamson would not recommend adding any privatized radios at this time. This will be big savings for those who serve through our small towns. The County currently has 1400 radios with a cap cost of 2000 radios so there is plenty of capacity.

Mr. Craig Wooten made the motion to move radio approval to Full Council with a second from Mr. Jimmy Davis, the committee voted unanimously 3-0 to recommend to Full Council.

**Minutes  
Public Safety Committee  
Thursday, July 2, 2020**

**6. Discussion concerning radios, Mark Williamson**

The radios system was started 10 years ago with radio towers and the replacement of radios. It was a big expense to the County with a lot of discussions to make it work. It is approaching time to talk about radios again. The radios in service are now 10 years old. The radio replacement for similar radios will cost around \$5000 apiece. There is currently no funding in place. When discussing the budget a plan could be put into place to replace so many radios each year. Mr. Mark Williamson and Mr. Steve Newton are working on grants and funding options that could provide some assistance with radio costs.

This item was for information only. No decisions or votes were taken for this item.

There being no further business, the Public Safety Committee meeting adjourned at 9:31 am.

**Public Safety Committee**

\_\_\_\_\_, Chairman

\_\_\_\_\_, Date

12:06



Done 2020 PROPOSED RATES FOR AN...



|                  | Anderson<br>County<br>Current Rates | Anderson<br>County<br>Proposed |
|------------------|-------------------------------------|--------------------------------|
| ALS<br>Emergency | \$900.00                            | \$1,575.00                     |
| ALS 2            | \$1,212.00                          | \$2,212.00                     |
| ALS Non          | \$840.00                            | \$1,470.00                     |
| BLS<br>Emergency | \$700.00                            | \$1,225.00                     |
| BLS Non          | \$540.00                            | \$945.00                       |
|                  |                                     |                                |
| <b>Mileage</b>   |                                     |                                |
| ALS              | \$22.20                             | \$38.85                        |
| BLS              | \$22.20                             | \$38.85                        |

# INVOICE

**DATE**

8/7/2020

**Invoice #**

1001

The Zone Service, Inc.

813 Winston Drive

Anderson, SC 29624

864-933-6343

treca.deshields71@gmail.com

**INVOICE TO**

Gracie Floyd

Anderson County Council

**TYPE OF SERVICES**

Summer Camp

**DATE**

6/8/2020-8/7/2020

**PAYMENT TERMS**

Due on Receipt

**DUE DATE**

8/31/2020

**DESCRIPTION****TOTAL**

Kadience Lee 9 wks. X \$65 per wk.

\$585.00

Kartier Lee 9 wks. X \$65 per wk.

\$585.00

\*\*\*Summer Camp includes 3 meals, weekly field trips, arts and crafts, reading books, computer lab, supplies and materials.\*\*\*

|            |            |
|------------|------------|
| Subtotal   | \$1,170.00 |
| Total Paid | \$350.00   |
| Total Due  | \$820.00   |

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

**MAY 10 2018**

THE ZONE SERVICES INC  
813 WINSTON DRIVE  
ANDERSON, SC 29624-0000

Employer Identification Number:  
57-1041834  
DLN:  
26053520004638  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a)(2)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
February 02, 2018  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

THE ZONE SERVICES INC

Sincerely,

*Stephen a. martin*

Director, Exempt Organizations  
Rulings and Agreements

# Business Entities Online

File, Search, and Retrieve Documents Electronically

---

## The Zone Services

### Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated South Carolina  
State:

### Registered Agent

Agent: Treca DeShields

Address: 813 Winston Drive  
Anderson, South Carolina 29624

### Important Dates

Effective Date 02/02/2018

:

Expiration N/A  
Date:

Term End N/A  
Date:

Dissolved N/A  
Date:

### Official Documents On File

| Filing Type               | Filing Date |
|---------------------------|-------------|
| Articles of Incorporation | 02/02/2018  |
| 501(c)(3) Attachment      | 02/02/2018  |



**RECREATION FUND APPROPRIATIONS  
APPLICATION FORM**

**WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING  
FROM:  
DISTRICT: SIX (Jimmy Davis)**

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

- Name of entity requesting recreation fund appropriation: **CESA Tri-County**
  
- Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$6,000**
  
- The purpose for which the funds are being requested: **The extra funds this season are being requested due to our recent cancellation in our Spring 2020 season due to Covid-19 and the financial impact with this cancellation. These funds will be used to help maintain the turf, water and power that is used to keep the fields in good condition. All equipment on the fields , that is used by the general public, is also maintained by CESA Tri County.**
  
- Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? **Yes** If so, please attach evidence of that good standing.
  
- Contact Person: **Gregg Land**  
Mailing Address: **18 Boland Ct Greenville SC 29615**  
  
Phone Number: **864-423-9384**  
  
Email: **gregg.land@carolinaelitesc.com**
  
- Statement as to whether the entity will be providing matching funds: **CESA Tri**

**County invests this amount and more in field and equipment maintenance.**

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

Gregg Land      Gregg Land      8-4-20  
Signature                      Print Name                      Date

# *The State of South Carolina*



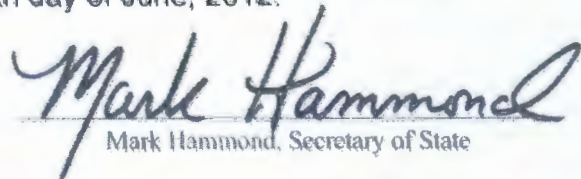
*Office of Secretary of State Mark Hammond*

## **Certificate of Existence, Non-Profit Corporation**

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

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

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

  
Mark Hammond, Secretary of State

# Business Entities Online

File, Search, and Retrieve Documents Electronically

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## CAROLINA ELITE SOCCER ACADEMY

### Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated South Carolina  
State:

### Registered Agent

Agent: ANDREW HYSLOP

Address: 107 E BUTLER RD  
MAULDIN, South Carolina 00000

### Important Dates

Effective Date 12/23/1992

:

Expiration N/A

Date:

Term End N/A

Date:

Dissolved N/A

Date:

### Official Documents On File

| Filing Type           | Filing Date |
|-----------------------|-------------|
| Amendment             | 06/17/2004  |
| Merger/Share Exchange | 06/17/2004  |
| Amendment             | 01/10/2000  |
| Amendment             | 06/24/1998  |
| Incorporation         | 12/23/1992  |

### Former Names

| Name                     | Filing Date |
|--------------------------|-------------|
| GREENVILLE FUTBOL CLUB   | N/A         |
| GOLDEN STRIP SOCCER CLUB | N/A         |

**\*\*WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:**

District Six (Jimmy Davis)  
Mail/Email/Fax to:  
Anderson County Council Clerk  
Post Office Box 8002  
Anderson, SC 29622  
lacroegaert@andersoncountysc.org  
864-260-4356 (fax)

**RECREATION FUND APPROPRIATIONS**

**Application Form**

Effective July 1, 2011

1. Name of entity requesting recreation fund appropriations:  
**Powersville League of Athletic Youth (PLAY)**

2. Amount of Request:  
**\$5000.00**

3. The purpose for which the funds are being requested:  
**PLAY is requesting reimbursement for non-routine football field maintenance (Turf Top dressing), supplies, services, and irrigation repair. PLAY is also requesting reimbursement for non-county provided baseball/softball field rental.**

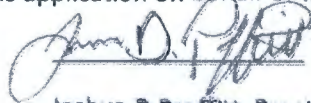
4. Is the entity a non-profit Corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. **Yes (See attached.)**

5. Contact Person: **Josh Proffitt**  
Mailing Address: **PO Box 51506, Piedmont, SC 29673**  
Telephone number: **864-607-8950**

6. Statement as to whether the entity will be providing matching funds:  
**PLAY does match the requested funds by doing various fundraising activities throughout the course of the year or through registration costs but cannot solely support itself without county support.**

**REQUIRED DOCUMENTATION MUST BE FURNISHED TO THE CLERK TO COUNTY COUNCIL CONCERNING THE MANNER IN WHICH THE FUNDS WERE ACTUALLY SPENT.**

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

 7/22/2020  
Joshua D Proffitt, President, PLAY

## **Certificate of Incorporation, Nonprofit Corporation**

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

POWDERSVILLE LEAGUE OF ATHLETIC YOUTH, a nonprofit corporation duly organized under the laws of the State of South Carolina on February 19th, 2015, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable, or other eleemosynary purpose.

Now, therefore, I Mark Hammond, Secretary of State, by virtue of the authority in me vested by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great Seal  
of the State of South Carolina this 20<sup>th</sup> day  
of February, 2015

South Carolina Secretary of State

# Business Entities Online

File, Search, and Retrieve Documents Electronically

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## POWDERSVILLE LEAGUE OF ATHLETIC YOUTH

### Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated South Carolina  
State:

### Registered Agent

Agent: JOSHUA WIEDEMANN

Address: 26 DUXBURY LN  
EASLEY, South Carolina 29642

### Important Dates

Effective Date 02/19/2015

Expiration N/A  
Date:

Term End N/A  
Date:

Dissolved N/A  
Date:

### Official Documents On File

| Filing Type   | Filing Date |
|---------------|-------------|
| Incorporation | 02/19/2015  |

For filing questions please contact us at 803-734-2158

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RECREATION FUND APPROPRIATIONS  
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

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

1. Name of entity requesting recreation fund appropriation:

Anderson Pregnancy Care

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

10,000.00

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

New Building Furnishings and finishings for the outside of property. Funds for a billboard to inform Anderson residents we are here.

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

Yes

5. Contact Person: Audrey Shaw

Mailing Address: PO Box 6111 Anderson, SC 29623

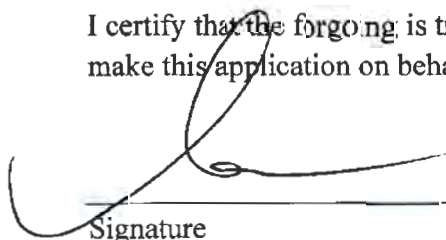
Phone Number: 864-231-0077

Email: andersonpregnancycare@gmail.com

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

Not at this time.

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



Signature

Audrey Shaw

Print Name

6/8/20

Date





State of South Carolina  
Office of the Secretary of State  
The Honorable Mark Hammond

Jul 2, 2020

Anderson Pregnancy Care  
Audrey D Shaw  
PO BOX 6161  
ANDERSON, SC 296236161

RE: Registration Confirmation

Charity Public ID: P6835

Dear Audrey D Shaw :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on May 15, 2021.

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4 ½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.
- If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to \$2,000.00.

If you have any questions or concerns, please visit our website at [www.sos.sc.gov](http://www.sos.sc.gov) or contact our office using the contact information below.

Sincerely,

Kimberly S. Wickersham  
Director, Division of Public Charities

# Business Entities Online

File, Search, and Retrieve Documents Electronically

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## Anderson Pregnancy Care

### Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated South Carolina  
State:

### Registered Agent

Agent: SUSAN R TOYE

Address: 309 E GREENVILLE  
ANDERSON, South Carolina 29621

### Important Dates

Effective Date 02/02/1999

Expiration N/A  
Date:

Term End N/A  
Date:

Dissolved N/A  
Date:

### Official Documents On File

| Filing Type           | Filing Date |
|-----------------------|-------------|
| 501(c)(3) Attachment  | 03/22/2018  |
| Articles of Amendment | 03/22/2018  |
| Incorporation         | 02/02/1999  |

### Former Names

| Name                                  | Filing Date |
|---------------------------------------|-------------|
| ANDERSON LIFE CRISIS PREGNANCY CENTER | N/A         |

RECREATION FUND APPROPRIATIONS  
APPLICATION FORM

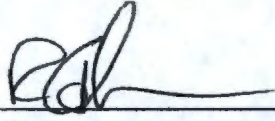
WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:  
DISTRICT: ALL

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

1. Name of entity requesting recreation fund appropriation:  
**Distinguished Young Women of Anderson County**
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):

|                   |                     |
|-------------------|---------------------|
| <b>District 1</b> | <b>\$300</b>        |
| <b>District 2</b> | <b>\$300</b>        |
| <b>District 3</b> | <b>\$300</b>        |
| <b>District 4</b> | <b>\$300</b>        |
| <b>District 5</b> | <b>\$300</b>        |
| <b>District 6</b> | <b>\$300</b>        |
| <b>District 7</b> | <b><u>\$300</u></b> |
|                   | <b>\$2,100</b>      |
3. The purpose for which the funds are being requested:  
**To cover all operating costs for the class of 2022 Distinguished Young Women Scholarship Program, allowing all donations to be awarded as scholarships for higher education**
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.  
**Yes. Employer Identification Number 23-7438720. IRS letter attached.**
5. Contact Person: **Gordon Moore**  
Mailing Address: **110 red maple circle, Easley, SC 29642**  
Phone Number: **864-508-4139**  
Email: **anderson@distinguisheddyw.org**
6. Statement as to whether the entity will be providing matching funds:  
**Distinguished Young Women of Anderson County raises scholarship funds through the sale of tickets, program brochures, fund raisers, as well as through donations and a sponsorship program.**

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



Signature

, Gordon Moore

Print Name

7/31/20

Date

Internal Revenue Service

Department of the Treasury

District  
Director

P.O. Box 1055  
Atlanta, GA 30370

Person to Contact: R. F. Van Meter

The America's Junior Miss Scholarship  
Foundation

P. O. Box 2736  
Mobile, Al. 36652

Telephone Number:

(404) 221-4516

Refer Reply to:

EO:7201:

Date: October 13, 1984

Employer Identification Number: 23-7438720

Dear Sir or Madam:

This is in response to your request for confirmation of your exemption from Federal income tax.

You were recognized as an organization exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code by our letter dated Sept. 25, 1979. You were further determined not to be a private foundation within the meaning of section 509(a) of the Code because you are an organization described in section 509(a)(3).

Contributions to you are deductible as provided in section 170 of the Code.

The tax exempt status recognized by our letter referred to above is currently in effect and will remain in effect until terminated, modified or revoked by the Internal Revenue Service. Any change in your purposes, character, or method of operation must be reported to us so we may consider the effect of the change on your exempt status. You must also report any change in your name and address.

Thank you for your cooperation.

Sincerely yours,



R. F. Van Meter

Exempt Organizations Specialist

**Anderson County Building & Codes  
Monthly Activity Report**

**Jun-20**

|  |                          |
|--|--------------------------|
| <b>Total Number Permit Transactions:</b> | <u>1202</u>              |
| <i>New Single Family:</i>                | <u>101</u>               |
| <i>New Multi-Family:</i>                 | <u>13</u>                |
| <i>Residential Additions/Upgrades:</i>   | <u>30</u>                |
| <i>Garages/Barns/Storage:</i>            | <u>50</u>                |
| <i>New Manufactured Homes:</i>           | <u>14</u>                |
| <i>New Commercial:</i>                   | <u>2</u>                 |
| <i>Commercial Upfits/Upgrades:</i>       | <u>9</u>                 |
| <i>Courtesy Permits/Fees Waived:</i>     | <u>11</u> (See Attached) |

**Inspection Activity:**

|   |  |
|---|--|
| <i>Citizens Inquiries:</i><br><i>(New &amp; Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i> | <u>48</u> (Includes Updating Sub-Standard Cases) |
| <i>Tall Grass Complaints (New and Follow Ups):</i>  | <u>15</u>  |
| <i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>                           | <u>958</u>                                       |
| <i>Courtesy, Site and Miscellaneous Inspections:</i>  | <u>79</u>  |
| <i>Manufactured Home Inspections:</i>   | <u>79</u>  |
| <b>Total Number of Inspections (Site Visits) for Department:</b>  | <u>1100</u>                                      |

**Reviews/Misc. Activity:**

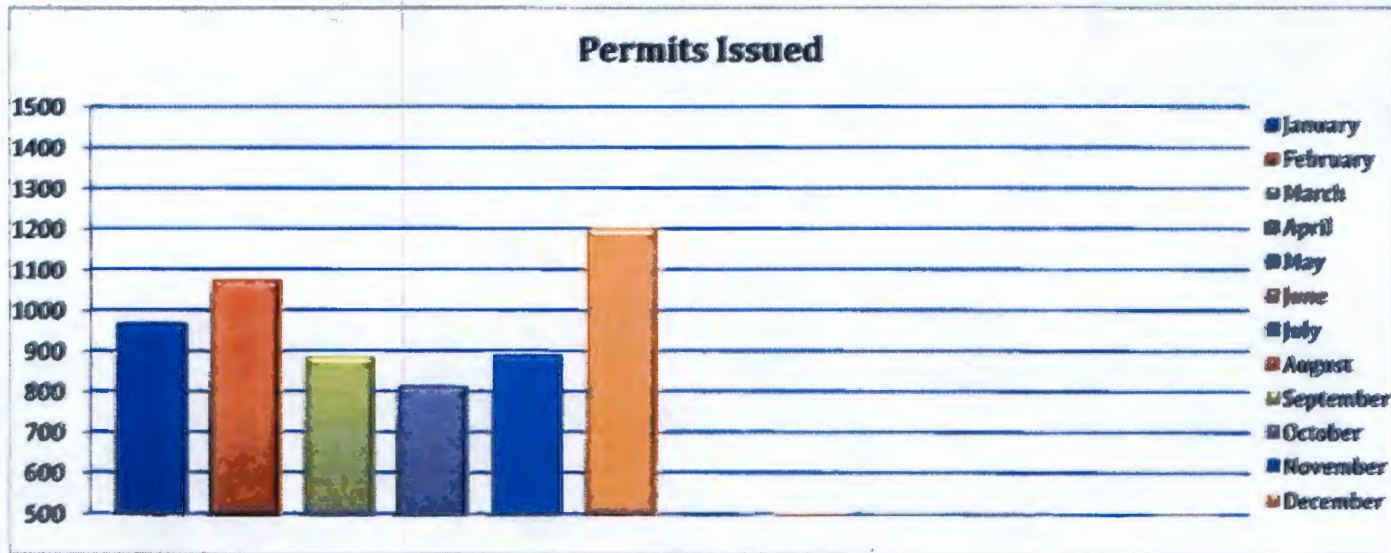
|  |            |  |
|--|------------|--|
| <i>Plans Reviewed:</i>                       | <u>121</u> | (Includes preliminary consultations, resubmittals and solar) |
| <i>Mech/Elec/Plumb Reviews:</i>              | <u>52</u>  | (Includes residential solar)                                 |
| <i>New Derelict Manufactured Home Cases:</i> | <u>0</u>   |  |
| <i>Hearings:</i>                             | <u>1</u>   |  |
| <i>Court Cases:</i>                          | <u>0</u>   |  |

**Revenue Collected:**

|                                     |                     |
|-------------------------------------|---------------------|
| <i>Reinspection Fees Collected:</i> | <u>\$700.00</u>     |
| <i>Plan Review Revenue:</i>         | <u>\$9,751.70</u>   |
| <b>Total Revenue For The Month:</b> | <u>\$173,544.70</u> |

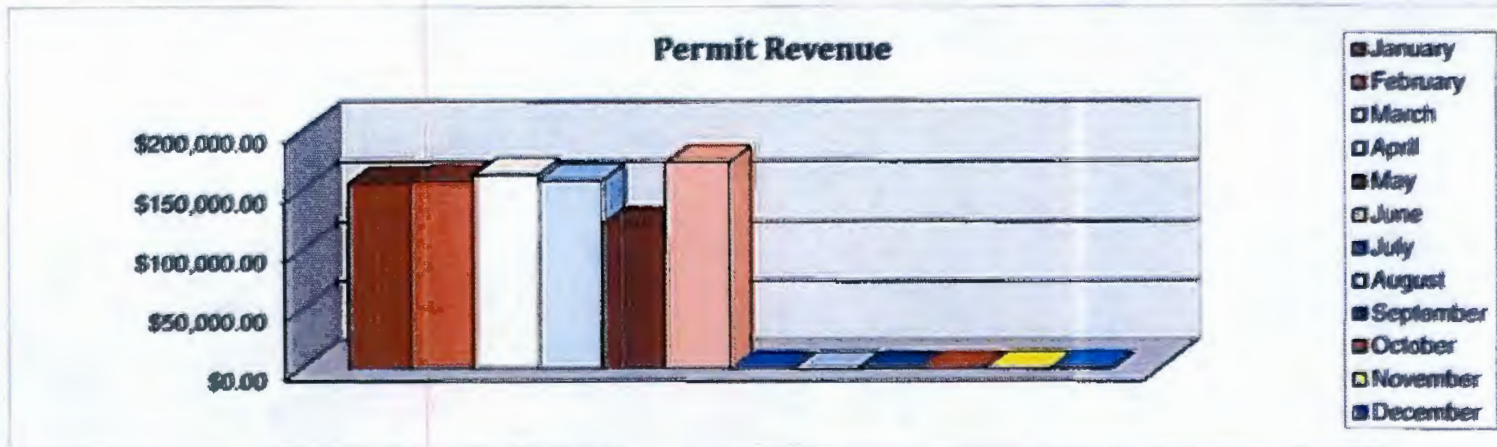
## Anderson County Building & Codes Permits Issued for 2020

| <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         |                 |                   |                 |             |            |                 |               |              | 0            |
| August       |                 |                   |                 |             |            |                 |               |              | 0            |
| September    |                 |                   |                 |             |            |                 |               |              | 0            |
| October      |                 |                   |                 |             |            |                 |               |              | 0            |
| November     |                 |                   |                 |             |            |                 |               |              | 0            |
| December     |                 |                   |                 |             |            |                 |               |              | 0            |
| <b>Total</b> | <b>1514</b>     | <b>1723</b>       | <b>857</b>      | <b>885</b>  | <b>380</b> | <b>91</b>       | <b>54</b>     | <b>331</b>   | <b>5835</b>  |



## 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         | \$815.00          | \$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         |                     |                     |                    |                    |                    |                   |                   |                    | \$0.00              |
| August       |                     |                     |                    |                    |                    |                   |                   |                    | \$0.00              |
| September    |                     |                     |                    |                    |                    |                   |                   |                    | \$0.00              |
| October      |                     |                     |                    |                    |                    |                   |                   |                    | \$0.00              |
| November     |                     |                     |                    |                    |                    |                   |                   |                    | \$0.00              |
| December     |                     |                     |                    |                    |                    |                   |                   |                    | \$0.00              |
| <b>Total</b> | <b>\$588,325.60</b> | <b>\$140,127.00</b> | <b>\$61,567.00</b> | <b>\$68,574.50</b> | <b>\$18,155.00</b> | <b>\$2,955.00</b> | <b>\$2,650.00</b> | <b>\$47,382.70</b> | <b>\$929,736.80</b> |





For the month of:

**Jun-20**

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

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
- Had other changes

**IF NO PERMITS WERE ISSUED DURING THIS PERIOD, MARK (X) AND RETURN THIS FORM**

**PLEASE RETURN THE WEEK OF:**

| Section 1  | NEW RESIDENTIAL                          |               |                   |                                    | PUBLICLY OWNED                     |                   |                                    |                                    |
|--|--|---------------|-------------------|------------------------------------|------------------------------------|-------------------|------------------------------------|------------------------------------|
|  | Item No.                                 | Buildings (b) | Housing Units (c) | Valuation of Construction Cost (d) | Buildings (e)                      | Housing Units (f) | Valuation of Construction Cost (g) |                                    |
| Section 1<br>NEW RESIDENTIAL                     | 101                                      | 101           | 101               | \$23,087,836                       |                                    |                   |                                    |                                    |
|  | 102                                      | 11            | 22                | \$1,673,330                        |                                    |                   |                                    |                                    |
|  | 103                                      | 2             | 4                 | \$351,793                          |                                    |                   |                                    |                                    |
|  | 104                                      |               |                   |                                    |                                    |                   |                                    |                                    |
|  | 105                                      |               |                   |                                    |                                    |                   |                                    |                                    |
|  | 106                                      | 114           | 127               | \$3,013,338                        | 0                                  | 0                 | \$0.00                             |                                    |
| Section 2<br>NONHOUSEKEEPING BUILDINGS           | Item No.                                 | Buildings (b) | Housing Units (c) | Valuation of Construction Cost (d) | Buildings (e)                      | Housing Units (f) | Valuation of Construction Cost (g) |                                    |
| Section 2<br>NONHOUSEKEEPING BUILDINGS           | 213                                      |               |                   |                                    |                                    |                   |                                    |                                    |
|  | 214                                      |               |                   |                                    |                                    |                   |                                    |                                    |
| Section 3<br>NEW NONRESIDENTIAL BUILDINGS        | Item No.                                 | Buildings (b) | Housing Units (c) | Valuation of Construction Cost (d) | Buildings (e)                      | Housing Units (f) | Valuation of Construction Cost (g) |                                    |
| Section 3<br>NEW NONRESIDENTIAL BUILDINGS        | 318                                      | 1             |                   | \$21,010                           |                                    |                   |                                    |                                    |
|  | 319                                      |               |                   |                                    |                                    |                   |                                    |                                    |
|  | 320                                      |               |                   |                                    |                                    |                   |                                    |                                    |
|  | 321                                      |               |                   |                                    |                                    |                   |                                    |                                    |
|  | 322                                      |               |                   |                                    |                                    |                   |                                    |                                    |
|  | 323                                      |               |                   |                                    |                                    |                   |                                    |                                    |
|  | 324                                      |               |                   |                                    |                                    |                   |                                    |                                    |
|  | 325                                      |               |                   |                                    |                                    |                   |                                    |                                    |
|  | 326                                      |               |                   |                                    |                                    |                   |                                    |                                    |
|  | 327                                      |               |                   |                                    |                                    |                   |                                    |                                    |
|  | 328                                      |               |                   |                                    |                                    |                   |                                    |                                    |
|  | 329                                      |               |                   |                                    |                                    |                   |                                    |                                    |
|  | Section 4<br>ALTERATIONS AND CONVERSIONS | Item No.      | Buildings (b)     | Housing Units (c)                  | Valuation of Construction Cost (d) | Buildings (e)     | Housing Units (f)                  | Valuation of Construction Cost (g) |
|  | Section 4<br>ALTERATIONS AND CONVERSIONS | 434           | 30                |                                    | \$1,059,676                        |                   |                                    |                                    |
|  |  | 437           | 9                 |                                    | \$1,671,215                        |                   |                                    |                                    |
|  |  | 438           | 18                |                                    | \$530,606                          |                   |                                    |                                    |
| Section 5<br>DEMOLITIONS AND RAZING OF BUILDINGS | Item No.                                 | Buildings (b) | Housing Units (c) | Valuation of Construction Cost (d) | Buildings (e)                      | Housing Units (f) | Valuation of Construction Cost (g) |                                    |
| Section 5<br>DEMOLITIONS AND RAZING OF BUILDINGS | 443                                      | 12            |                   |                                    |                                    |                   |                                    |                                    |
|  | 444                                      |               |                   |                                    |                                    |                   |                                    |                                    |
|  | 445                                      |               |                   |                                    |                                    |                   |                                    |                                    |
|  | 446                                      |               |                   |                                    |                                    |                   |                                    |                                    |

Residential - Currently withdrawn of permits and permits in Item 438  
 Nonresidential and non-housekeeping  
 Additions of residential garages and carports attached and detached

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

| PERMIT #                          | ISSUE DATE | COST          | OWNER NAME                              | MOD DESCRIPTION                                     |
|-----------------------------------|------------|---------------|---|---|
| MOD 702 COURTESY PERMIT/NO CHARGE |            |               |   |   |
| 202001680                         | 6/01/2020  | 8,000.00      | VALUE TRUST LLC                         | COUNTY DEMO SINGLE FAMILY                           |
| 202001681                         | 6/01/2020  | 8,000.00      | WELLS AMOS JR                           | COUNTY DEMO SINGLE FAMILY                           |
| 202001682                         | 6/01/2020  | 8,000.00      | PACSON PROPERTIES LLC + SUNSHINE REALTY | COUNTY DEMO SINGLE FAMILY                           |
| 202001683                         | 6/01/2020  | 8,000.00      | SALAZAR RODOLFO HERNANDEZ               | COUNTY DEMO SINGLE FAMILY                           |
| 202001684                         | 6/01/2020  | 8,000.00      | ABERCROMBIE SHIRLEY                     | COUNTY DEMO SINGLE FAMILY                           |
| 202001714                         | 6/02/2020  | 13,500,000.00 | ONE WORLD TECHNOLOGIES INC              | TTI TPC EXPANSION - <i>1 Commercial</i>             |
| 202001836                         | 6/10/2020  | 134,880.00    | NEATON JAMES LESLIE JR                  | SINGLE FAMILY DWELLING/HABITAT - <i>1 new house</i> |
| 202001858                         | 6/11/2020  | 14,500.00     | ANDERSON COUNTY                         | COUNTY DEMO/SINGLE FAMILY                           |
| 202001859                         | 6/11/2020  | 14,500.00     | ANDERSON COUNTY                         | COUNTY DEMO/SINGLE FAMILY                           |
| 202001878                         | 6/15/2020  | 16,910.00     | ANDERSON COUNTY                         | CHANGE OUT 12.5 TON GAS PACKAG                      |
| 202002084                         | 6/26/2020  | 1.00          | MCALISTER TANNY ET AL                   | COUNTY DEMO-SINGLE FAMILY                           |
| TOTALS:                           | 11         | 13,720,791.00 |   |   |

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

|  |             |                |
|--|-------------|----------------|
| <b>Total Number Permit Transactions:</b> | <u>1320</u> |                |
| <i>New Single Family:</i>                | <u>133</u>  |                |
| <i>New Multi-Family:</i>                 | <u>30</u>   |                |
| <i>Residential Additions/Upgrades:</i>   | <u>19</u>   |                |
| <i>Garages/Barns/Storage:</i>            | <u>34</u>   |                |
| <i>New Manufactured Homes:</i>           | <u>35</u>   |                |
| <i>New Commercial:</i>                   | <u>2</u>    |                |
| <i>Commercial Upfits/Upgrades:</i>       | <u>6</u>    |                |
| <i>Courtesy Permits/Fees Waived:</i>     | <u>2</u>    | (See Attached) |

**Inspection Activity:**

|   |             |  |
|---|-------------|--|
| <i>Citizens Inquiries:</i><br><i>(New &amp; Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i> | <u>40</u>   | (Includes Updating Sub-Standard Cases) |
| <i>Tall Grass Complaints (New and Follow Ups):</i>  | <u>22</u>   |  |
| <i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>                           | <u>1091</u> |  |
| <i>Courtesy, Site and Miscellaneous Inspections:</i>  | <u>7</u>    |  |
| <i>Manufactured Home Inspections:</i>   | <u>77</u>   |  |
| <b>Total Number of Inspections (Site Visits) for Department:</b>  | <u>1237</u> |  |

**Reviews/Misc. Activity:**

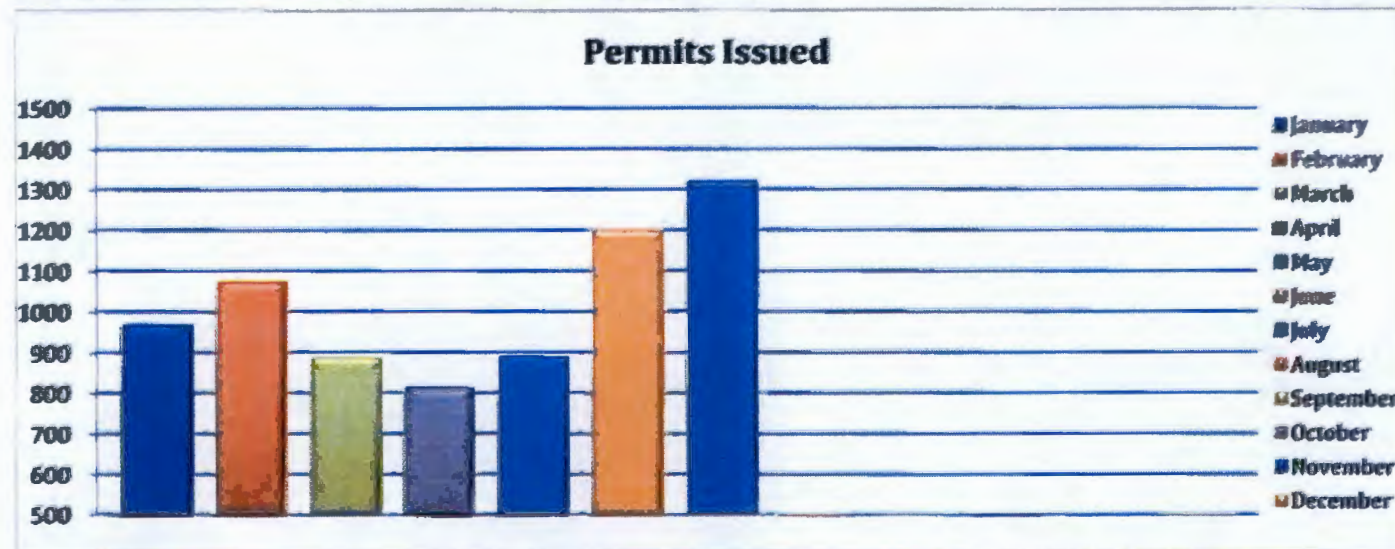
|  |            |  |
|--|------------|--|
| <i>Plans Reviewed:</i>                       | <u>113</u> | (Includes preliminary consultations, resubmittals and solar) |
| <i>Mech/Elec/Plumb Reviews:</i>              | <u>34</u>  | (Includes residential solar)                                 |
| <i>New Derelict Manufactured Home Cases:</i> | <u>0</u>   |  |
| <i>Hearings:</i>                             | <u>1</u>   |  |
| <i>Court Cases:</i>                          | <u>0</u>   |  |

**Revenue Collected:**

|                                     |                     |
|-------------------------------------|---------------------|
| <i>Reinspection Fees Collected:</i> | <u>\$420.00</u>     |
| <i>Plan Review Revenue:</i>         | <u>\$7,829.60</u>   |
| <b>Total Revenue For The Month:</b> | <u>\$203,799.30</u> |

## Anderson County Building & Codes Permits Issued for 2020

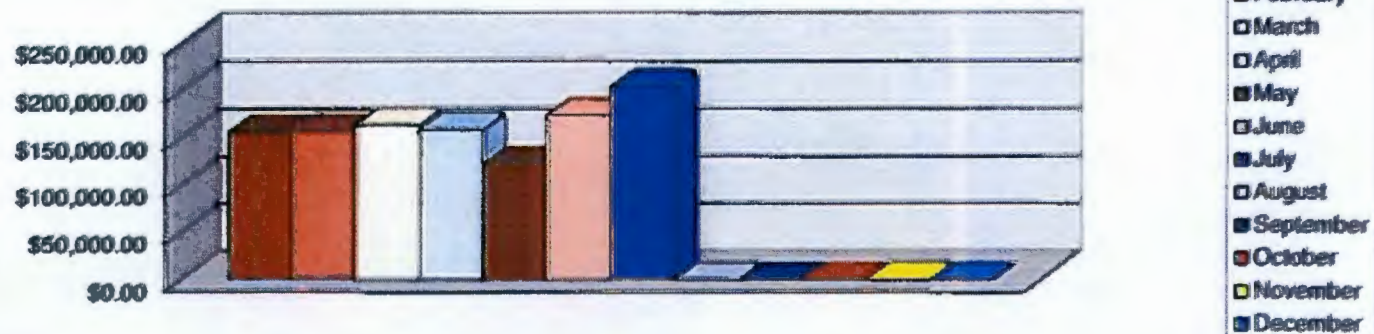
| <u>Month</u> | <u>Building</u> | <u>Electrical</u> | <u>Plumbing</u> | <u>HVAC</u> | <u>MH</u>  | <u>Wrecking</u> | <u>Moving</u> | <u>Misc.</u> | <u>Total</u> |
|--------------|-----------------|-------------------|-----------------|-------------|------------|-----------------|---------------|--------------|--------------|
| 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       |                 |                   |                 |             |            |                 |               |              | 0            |
| September    |                 |                   |                 |             |            |                 |               |              | 0            |
| October      |                 |                   |                 |             |            |                 |               |              | 0            |
| November     |                 |                   |                 |             |            |                 |               |              | 0            |
| December     |                 |                   |                 |             |            |                 |               |              | 0            |
| <b>Total</b> | <b>1840</b>     | <b>2089</b>       | <b>1063</b>     | <b>1103</b> | <b>499</b> | <b>117</b>      | <b>64</b>     | <b>380</b>   | <b>7155</b>  |



## 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       |                     |                     |                    |                    |                    |                   |                   |                    | \$0.00                |
| September    |                     |                     |                    |                    |                    |                   |                   |                    | \$0.00                |
| October      |                     |                     |                    |                    |                    |                   |                   |                    | \$0.00                |
| November     |                     |                     |                    |                    |                    |                   |                   |                    | \$0.00                |
| December     |                     |                     |                    |                    |                    |                   |                   |                    | \$0.00                |
| <b>Total</b> | <b>\$713,724.80</b> | <b>\$169,990.50</b> | <b>\$77,401.00</b> | <b>\$85,010.50</b> | <b>\$24,682.00</b> | <b>\$3,945.00</b> | <b>\$3,150.00</b> | <b>\$55,632.30</b> | <b>\$1,133,536.10</b> |

**Permit Revenue**



**F.W. DODGE BUILDING STATISTICS**

Toll-Free Phone: 877-389-4092 Fax: 800-892-7470

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

For the month of: **Jul-20**

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

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
- Had other changes

PLEASE RETURN THE WEEK OF:

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

| Section 1 | NEW RESIDENTIAL   | Item No. | PRIVATELY OWNED |               |  | PUBLICLY OWNED |               |  |
|-----------|---|----------|-----------------|---------------|--|----------------|---------------|--|
|           |   |          | Number of       |               | Valuation of Construction<br>Gmt cents | Number of      |               | Valuation of Construction<br>Gmt cents |
|           |   |          | Buildings       | Housing Units |  | Buildings      | Housing Units |  |
| (a)       | (b)   | (c)      | (d)             | (e)           | (f)                                    | (g)            |               |  |
|           | Single family houses detached<br><i>Exclude mobile homes</i>  | 101      | 133             | 133           | \$30,175,989                           |                |               |  |
|           | Single family houses attached<br>- Separated by ground or roof wall.<br>- No units above or below, and<br>- Separate heating systems & utility meters | 102      | 10              | 45            | \$1,927,510                            |                |               |  |
|           | Two-family buildings  | 103      | 30              | 40            | \$1,714,470                            |                |               |  |
|           | Three and four-family buildings   | 104      |                 |               |  |                |               |  |
|           | Five or more family buildings   | 105      |                 |               |  |                |               |  |
|           | <b>TOTAL: Sum of 101-105</b>  | 109      | 163             | 218           | \$33,817,969                           | 0              | 0 \$0.00      |  |

| Section 2 | NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS                                    | Item No. | PRIVATELY OWNED |               |  | PUBLICLY OWNED |               |  |
|-----------|--|----------|-----------------|---------------|--|----------------|---------------|--|
|           |  |          | Number of       |               | Valuation of Construction<br>Gmt cents | Number of      |               | Valuation of Construction<br>Gmt cents |
|           |  |          | Buildings       | Housing Units |  | Buildings      | Housing Units |  |
| (a)       | (b)  | (c)      | (d)             | (e)           | (f)                                    | (g)            |               |  |
|           | Hotels, motels, and tourist cabins<br><i>(Transient accommodations only)</i> | 213      |                 |               |  |                |               |  |
|           | Other non-housekeeping shelter   | 214      |                 |               |  |                |               |  |

| Section 3 | NEW NONRESIDENTIAL BUILDINGS             | Item No. | PRIVATELY OWNED |               |  | PUBLICLY OWNED |               |  |
|-----------|--|----------|-----------------|---------------|--|----------------|---------------|--|
|           |  |          | Number of       |               | Valuation of Construction<br>Gmt cents | Number of      |               | Valuation of Construction<br>Gmt cents |
|           |  |          | Buildings       | Housing Units |  | Buildings      | Housing Units |  |
| (a)       | (b)                                      | (c)      | (d)             | (e)           | (f)                                    | (g)            |               |  |
|           | Amusement, social, and recreational      | 318      |                 |               |  |                |               |  |
|           | Churches and other religious             | 319      |                 |               |  |                |               |  |
|           | Industrial                               | 320      |                 |               |  |                |               |  |
|           | Parking garages (buildings & open decks) | 321      |                 |               |  |                |               |  |
|           | Service stations and repair garages      | 322      |                 |               |  |                |               |  |
|           | Hospitals and institutional              | 323      |                 |               |  |                |               |  |
|           | Offices, banks, and professional         | 324      |                 |               |  |                |               |  |
|           | Public works and utilities               | 325      |                 |               |  |                |               |  |
|           | Schools and other educational            | 326      |                 |               |  |                |               |  |
|           | Stores and customer services             | 327      | 3               |               | \$1,316,158                            |                |               |  |
|           | Other nonresidential buildings           | 328      | 21              |               | \$761,861                              |                |               |  |
|           | Structures other than buildings          | 329      | 20              |               | \$731,310                              |                |               |  |

| Section 4 | ADDITIONS, ALTERATIONS AND CONVERSIONS                                | Item No. | PRIVATELY OWNED |               |  | PUBLICLY OWNED |               |  |
|-----------|---|----------|-----------------|---------------|--|----------------|---------------|--|
|           |   |          | Number of       |               | Valuation of Construction<br>Gmt cents | Number of      |               | Valuation of Construction<br>Gmt cents |
|           |   |          | Buildings       | Housing Units |  | Buildings      | Housing Units |  |
| (a)       | (b)   | (c)      | (d)             | (e)           | (f)                                    | (g)            |               |  |
|           | Residential - Classify additions of porches and carports in Item 228  | 434      | 19              |               | \$663,528                              |                |               |  |
|           | Nonresidential and non-housekeeping                                   | 437      | 6               |               | \$724,464                              |                |               |  |
|           | Additions of residential garages and carports (attached and detached) | 438      | 13              |               | \$534,420                              |                |               |  |

| Section 5 | DEMOLITIONS AND RAZING OF BUILDINGS             | Item No. | PRIVATELY OWNED |               |  | PUBLICLY OWNED |               |  |
|-----------|---|----------|-----------------|---------------|--|----------------|---------------|--|
|           |   |          | Number of       |               | Valuation of Construction<br>Gmt cents | Number of      |               | Valuation of Construction<br>Gmt cents |
|           |   |          | Buildings       | Housing Units |  | Buildings      | Housing Units |  |
| (a)       | (b)   | (c)      | (d)             | (e)           | (f)                                    | (g)            |               |  |
|           | Single-family houses (attached and detached)    | 645      | 4               |               |  |                |               |  |
|           | Two-family buildings                            | 646      |                 |               |  |                |               |  |
|           | Three and four-family buildings                 | 647      |                 |               |  |                |               |  |
|           | Five or more family buildings                   | 648      |                 |               |  |                |               |  |
|           | All other buildings, structures or mobile homes | 649      | 30              |               |  |                |               |  |

| PERMIT #  | ISSUE DATE                | COST     | OWNER NAME          | MOD DESCRIPTION       |
|-----------|---------------------------|----------|---------------------|-----------------------|
| -----     |                           |          |                     |                       |
| MOD 702   | COURTESY PERMIT/NO CHARGE |          |                     |                       |
| 202002363 | 7/17/2020                 | 1.00     | BOSS SHERRY L       | DEMO MH LICENSE 17455 |
| 202002529 | 7/29/2020                 | 1,500.00 | HOLCOMBE WILLIE RAY | DEMO OF MH 28-193     |

TOTALS:            2            1,501.00

July 31, 2020

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

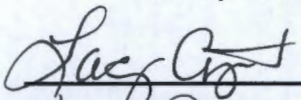
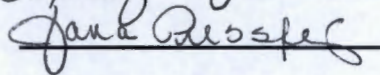
| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u>   | <u>Amount</u> |
|----------------------------|---------------------|---------------------|---|---------------|
|                            | --                  | --                  | Budget 2020 - 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      |

SUB-TOTAL 33,759.43

Committed:

Ending Balance 33,759.43

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

  
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Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: 8/18/2020

DATE: July 31, 2020



July 31, 2020

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

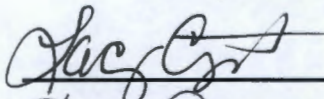
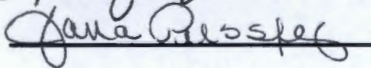
| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u> | <u>Amount</u> |
|----------------------------|---------------------|---------------------|-----------------------------|---------------|
|                            | ---                 | ---                 | Budget 2020 - 2021          | 25,000.00     |
|                            | ---                 | ---                 | From Accommodations Fee     | 5,000.00      |
|                            |                     |                     | Brought Forward             | 14,657.50     |

SUB-TOTAL 44,657.50

Committed:

Ending Balance 44,657.50

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

  
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Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: 8/18/2020  
DATE: July 31, 2020

July 31, 2020

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

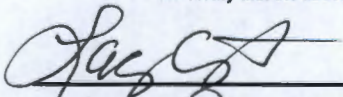
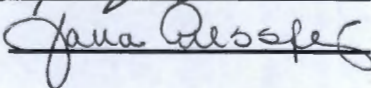
| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u> | <u>Amount</u> |
|----------------------------|---------------------|---------------------|-----------------------------|---------------|
|                            | ---                 | ---                 | 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: 8/18/2020

DATE: July 31, 2020

July 31, 2020

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

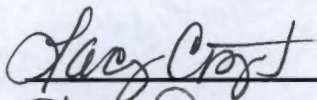
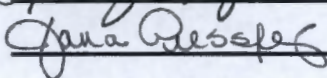
| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u>   | <u>Amount</u> |
|----------------------------|---------------------|---------------------|---|---------------|
| --                         | --                  | --                  | Budget 2020 - 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      |

SUB-TOTAL 53,706.99

Committed:

Ending Balance 53,706.99

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: 8/15/2020  
DATE: July 31, 2020

July 31, 2020

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

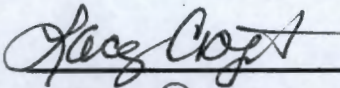
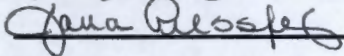
| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u> | <u>Amount</u> |
|----------------------------|---------------------|---------------------|-----------------------------|---------------|
| --                         | --                  | --                  | Budget 2020 - 2021          | 25,000.00     |
| --                         | --                  | --                  | From Accommodations Fee     | 5,000.00      |
|                            |                     |                     | Brought Forward             | 8,390.05      |

SUB-TOTAL 38,390.05

Committed:

Ending Balance 38,390.05

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

  
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\_\_\_\_\_

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: 8/18/2020

DATE: July 31, 2020

July 31, 2020

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

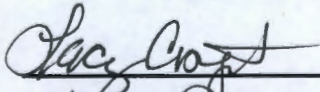
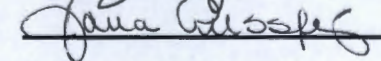
| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u> | <u>Amount</u> |
|----------------------------|---------------------|---------------------|-----------------------------|---------------|
|                            | --                  | --                  | Budget 2020 - 2021          | 25,000.00     |
|                            | --                  | --                  | From Accommodations Fee     | 5,000.00      |
|                            |                     |                     | Brought Forward             | 9,194.45      |

SUB-TOTAL 39,194.45

Committed:

Ending Balance 39,194.45

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

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: 8/18/2020  
DATE: July 31, 2020

July 31, 2020

DISTRICT 7 - SPECIAL PROJECTS

001-5829-007-241

FY Ended June 30, 2021

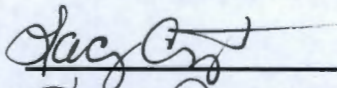
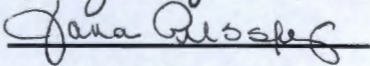
| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u> | <u>Amount</u> |
|----------------------------|---------------------|---------------------|-----------------------------|---------------|
|                            | --                  | --                  | 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.

  
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Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: 8/18/2020

DATE: July 31, 2020

All Project Report - July, 2020

|                  |                |
|------------------|----------------|
| Total            | \$2,270,842.04 |
| FY 18-19 Budget  | \$1,500,000.00 |
| Transfer in      | \$770,842.04   |
| Committed        | \$2,270,840.04 |
| <b>AVAILABLE</b> | <b>\$2.00</b>  |

Prepared by: Amy Merrill  
Date: 8-5-2020

Certified by: Neil Carney  
Date: 8/12/2020

| Projects/Towns-Cities/Other |                            |                  |                     |                     |                   |
|-----------------------------|----------------------------|------------------|---------------------|---------------------|-------------------|
| Approved Date               | Project                    | Scope            | Appropriated Amount | Total Spent to Date | Completion Date   |
| 08/07/18                    | Townville Fire Department  | Pave Parking Lot | \$10,000.00         | \$1,600.00          | 04/30/19          |
| 08/07/18                    | Town of Honea Path         | Paving           | \$48,000.00         | \$17,188.26         |                   |
| 08/07/18                    | Town of Pelzer             | Paving           | \$17,000.00         | \$4,244.07          |                   |
| 08/07/18                    | Town of West Pelzer        | Paving           | \$25,000.00         | \$11,675.98         |                   |
| 08/07/18                    | Town of Williamston        | Paving           | \$52,000.00         | \$12,271.08         |                   |
| 08/21/18                    | School District Road in D6 | Paving           | \$20,000.00         | \$0.00              |                   |
| 10/02/18                    | Mental Health Parking Lot  | Pave Parking Lot | \$60,000.00         | \$23,158.55         |                   |
| 10/04/18                    | C-Fund Matching Funds      | Paving           | \$315,000.00        | \$315,000.00        | Transfer complete |
| 11/07/18                    | Road Improvement Plan      | See Below        | \$1,723,840.04      | \$2,224,750.68      |                   |
| Totals:                     |                            |                  | \$2,270,840.04      | \$2,609,888.62      |                   |

| Road Name            | District | Scope of Work    | Estimate    | Total Spent to Date | Completion Date |
|----------------------|----------|------------------|-------------|---------------------|-----------------|
| Hobson Road          | 1        | CS/Pave          | \$83,571    | \$81,449.14         | 01/00/00        |
| Oakridge Court       | 1        | CS/Pave          | \$18,908    | \$19,346.79         | 01/00/00        |
| Harbison Drive       | 7        | FDP/Pave         | \$46,633    | \$0.00              | 01/00/00        |
| Plantation Road      | 4        | CIPR             | \$51,000    | \$52,205.60         | 01/00/00        |
| Branch Road          | 4        | CIPR             | \$86,288    | \$81,590.68         | 01/00/00        |
| Valley Drive         | 4        | CIPR             | \$43,144    | \$43,967.21         | 01/00/00        |
| Meadow Road          | 4        | CIPR             | \$51,584    | \$25,396.28         | 01/00/00        |
| Governor's Boulevard | 1        | FDR/Pave         | \$171,024   | \$164,979.09        | 01/00/00        |
| Hopewell Ridge       | 7        | CIPR/Pave        | \$152,636   | \$137,189.01        | 01/00/00        |
| Winding Creek Road   | 7        | CIPR/Pave        | \$73,901    | \$69,591.91         | 01/00/00        |
| Creekside Court      | 7        | CIPR/Pave        | \$14,425    | \$20,651.79         | 01/00/00        |
| Crossridge Lane      | 7        | CIPR/Pave        | \$17,224    | \$23,667.65         | 01/00/00        |
| Old Oak Trail        | 7        | CIPR/Pave        | \$21,092    | \$29,644.68         | 01/00/00        |
| Grove Road           | 2/3      | Pave             | \$142,944   | \$142,805.44        | 01/00/00        |
| Shirley Drive        | 2        | Pave             | \$175,467   | \$138,488.64        | 01/00/00        |
| Airline Road         | 3/5      | FDP/ST/FS        | \$243,293   | \$237,157.95        | 01/00/00        |
| Firetower Road       | 6/4      | FDP/ST/FS        | \$142,982   | \$188,392.08        | 01/00/00        |
| Old Webb Road        | 5        | FDP/Pave         | \$184,905   | \$175,614.78        | 01/00/00        |
| Holden Lane          | 5        | Mill/Binder/Pave | \$10,515    | \$12,895.20         | 01/00/00        |
| Cely Lane            | 6        | FDP/Pave         | \$244,679   | \$365,758.33        | 01/00/00        |
|                      |          |                  | \$1,976,215 | \$2,010,752.25      |                 |

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

## District 1 Paving Report

Through July 31st, 2020

|  |               |
|--|---------------|
| FY18-19 Budget includes Carryforward from FY17-18 Budget | \$65,290.00   |
| Committed  | \$65,290.00   |
| <b>AVAILABLE</b>   | <b>\$0.00</b> |

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 |
|                             | City of Anderson               | -                          | \$0.00              | \$0.00                      |                 |
| 11/2/2016                   | Civic Center                   | Upgrade roads, landscaping | \$119,000.00        | \$56,306.16                 | incomplete      |
| 1/16/2018                   | Oak Hill Drive Traffic Control | Radar sign & reflectors    | \$6,500.00          | \$3,903.03                  | incomplete      |
| Totals:                     |                                |                            | \$125,500.00        | \$60,209.19                 |                 |

| District 1 Paving Plan        |         |       |                     |                             |                 |
|-------------------------------|---------|-------|---------------------|-----------------------------|-----------------|
| Approval Date                 | Project | Scope | Appropriated Amount | Total Project Spent To-Date | Completion Date |
| All monies now in 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 July 31, 2020

Prepared By: Amy Merritt      Roads & Bridges  
Date

Certified By: Neil Carney      Neil Carney  
Date

Amy Merritt  
August 5, 2020

Neil Carney  
6-18-2020



## District 2 Paving Report

Through July 31st, 2020

|  |               |
|--|---------------|
| FY18-19 Budget includes Carryforward from FY17-18 Budget | \$0.00        |
| Committed  | \$0.00        |
| <b>AVAILABLE</b>   | <b>\$0.00</b> |

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

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

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

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

Prepared By: Amy Merritt

Roads & Bridges

Date

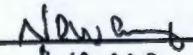
Amy Merritt

August 5, 2020

Certified by: Neil Carney

Neil Carney

Date

  
8-19-2020



## District 4 Paving Report

Through July 31st, 2020

|  |               |
|--|---------------|
| FY18-19 Budget includes Carryforward from FY17-18 Budget | \$12,455.00   |
| Committed  | \$12,455.00   |
| <b>AVAILABLE</b>   | <b>\$0.00</b> |

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      |
|                             |                   |                  |                     |                             |                 |
|                             |                   |                  |                     |                             |                 |
|                             |                   |                  |                     |                             |                 |
| <b>Totals:</b>              |                   |                  | <b>\$39,500.00</b>  | <b>\$27,042.90</b>          |                 |

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

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

Prepared By: Amy Merritt      Roads & Bridges  
Date

Amy Merritt  
August 5, 2020

Certified By: Neil Carney      Neil Carney  
Date

Neil Carney  
8-18-2020

## District 5 Paving Report

Through July 31st, 2020

|  |               |
|--|---------------|
| FY18-19 Budget includes Carryforward from FY17-18 Budget | \$0.00        |
| Committed  | \$0.00        |
| <b>AVAILABLE</b>   | <b>\$0.00</b> |

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 |
|                             |         |       |                     |                             |                 |
|                             |         |       |                     |                             |                 |
|                             |         |       |                     |                             |                 |
| <b>Totals:</b>              |         |       | \$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 |         |       |                     |                             |                 |
|                                 |         |       |                     |                             |                 |
|                                 |         |       |                     |                             |                 |
|                                 |         |       |                     |                             |                 |
|                                 |         |       |                     |                             |                 |
|                                 |         |       |                     |                             |                 |
|                                 |         |       |                     |                             |                 |
|                                 |         |       |                     |                             |                 |
|                                 |         |       |                     |                             |                 |
| <b>Totals:</b>                  |         |       | \$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 July 31st, 2020

Prepared By: Amy Merritt      Roads and Bridges  
Date

Amy Merritt  
August 5, 2020

Certified By: Neil Carney      Neil Carney  
Date

Neil Carney  
8-18-2020

## District 6 Paving Report

Through July 31st, 2020

|  |               |
|--|---------------|
| FY18-19 Budget includes Carryforward from FY17-18 Budget | \$0.00        |
| Committed  | \$0.00        |
| <b>AVAILABLE</b>   | <b>\$0.00</b> |

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 July 31st, 2020

Prepared By: Amy Merritt  
Roads and Bridges  
Date

Certified By: Neil Carney  
Neil Carney  
Date

Amy Merritt  
August 5, 2020

Nowc  
8/16/2020

## District 7 Paving Report

Through July 31st, 2020

|  |               |
|--|---------------|
| FY18-19 Budget includes Carryforward from FY17-18 Budget | \$47,665.07   |
| Committed  | \$47,665.07   |
| <b>AVAILABLE</b>   | <b>\$0.00</b> |

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      |
| <b>Totals:</b>              |                     |                  | <b>\$172,500.00</b> | <b>\$101,019.52</b>         |                 |

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

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

Prepared By: Amy Merritt

Roads and Bridges  
Date

Amy Merritt  
August 5, 2020

Neil Carney  
Date

NPWC  
8/2/2020



# ANDERSON COUNTY SHERIFF'S OFFICE

June 2020

| Uniform Patrol   |        |
|--|--------|
| Average Daily Calls for Service                            | 439    |
| Total Calls for Services                                   | 13,170 |
| Total Number of Incident Reports                           | 1490   |
| Total Number of Arrests                                    | 312    |
| Total Number of "Domestic" Incidents                       | 80     |
| Total Number of "Unlawful Conduct Towards a Child" Reports | 2      |

| Detention Center                                  |        |
|---|--------|
| Average Daily Population                          | 269    |
| Average Daily Population Capacity Percentage      | 107.0% |
| Total Number of Meals Served                      | 23,362 |
| Litter Crew: Total Miles Cleaned/Cleared          | 13     |
| Litter Crew: Total Number of Trash Bags Processed | 903    |
| Litter Crew: Total Number of Tires Removed        | 181    |

| Communications Center           |        |
|---------------------------------|--------|
| Average Daily Calls for Service | 1,034  |
| Total Calls for Assistance      | 31,020 |

| Records                               |     |
|---------------------------------------|-----|
| Total DSS Histories & Reports         | 330 |
| Total Non Ferrous Metal Permits       | 167 |
| Total Number of Tickets               | 226 |
| Total Number of Case Jackets to Court | 110 |

| Code Enforcement Investigations             |    |
|---|----|
| Total Number of Traffic Tickets             | 27 |
| Number of Ordinance Summons/Clean Up Orders | 0  |
| Cases Month Started                         | 20 |
| Cases Month Ending (Pending)                | 6  |

Worked the Following:

Worked traffic for Jimmy Davis on Cely Rd.  
 Worked traffic on Hamlin Rd. for Jimmy Davis & the Sheriff  
 Worked traffic on Big Creek Rd. for Cindy Wilson  
 Worked traffic on Midway Rd./Stringer Rd./Welcome Rd. for Cindy Wilson  
 Worked traffic on Hwy. 86 for Jimmy Davis  
 Checked boat ramps and county parks  
 Bi-Weekly meeting with Environmental Control

| Animal Control   |        |
|--|--------|
| Average Daily Calls for Service                          | 18     |
| Total Calls for Service                                  | 516    |
| Total Number of Animals Collected/Transported            | 58     |
| Total Number of State Tickets/Arrest Warrants            | 1      |
| Total Number of County Ordinance Tickets/Warnings Issued | 12/127 |
| Traffic Stops/Reports Written                            | 18/17  |
| Large Animal Calls                                       | 16     |

| Forensics                                 |       |
|---|-------|
| Total Individual Analysis Completed       | 2,691 |
| Total Number of Evidence Pieces Collected | 1,132 |
| Total Number of Evidence Pieces Processed | 690   |
| Total Number of CSI Calls                 | 202   |
| Total Number of Photos Taken              | 5,921 |
| Total Number of Finger Prints Collected   | 229   |

| Civil Process & Warrants                      |         |
|---|---------|
| Total Number of Civil Papers Received         | 774     |
| Total Number of Civil Papers Served(Road Inc) | 793     |
| Total Number of Evictions Scheduled           | 61      |
| Total Number of Evictions Completed           | 51      |
| Hours Spent on Evictions                      | 40 hrs. |
| Total Number of Pick Up Orders                | 3       |
| Hours Spent on Pick Up Orders                 | 2 hrs.  |
| Total Warrants Received                       | 306     |
| Total Warrants Served                         | 288     |
| Total Judgments Satisfied/Nulla Bona          | 0/46    |

| Courthouse                               |        |
|--|--------|
| Number of People Screened                | 20,580 |
| Courthouse, Annex, Summary Crt & Library |        |
| Number of Juveniles Transported          | 0      |
| Number of Walk-Up Bench Warrants         | 0      |
| Number of Family Court Cases             | 200    |
| Number of Inmates Through Courthouse     | 0      |
| Number of Bank Transports Conducted      | 88     |
| Number of Preliminary Hearings           | 0      |
| Number of Keep Checks on County Parks    | 553    |
| Number of Civil Papers Served            | 0      |

Complied from manually entered data



# ANDERSON COUNTY SHERIFF'S OFFICE

July 2020

| Uniform Patrol   |        |
|--|--------|
| Average Daily Calls for Service                            | 445    |
| Total Calls for Services                                   | 13,808 |
| Total Number of Incident Reports                           | 1370   |
| Total Number of Arrests                                    | 331    |
| Total Number of "Domestic" Incidents                       | 76     |
| Total Number of "Unlawful Conduct Towards a Child" Reports | 5      |

| Detention Center                                  |        |
|---|--------|
| Average Daily Population                          | 283    |
| Average Daily Population Capacity Percentage      | 113.0% |
| Total Number of Meals Served                      | 25,443 |
| 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 | 1,068  |
| Total Calls for Assistance      | 33,108 |

| Records                               |     |
|---------------------------------------|-----|
| Total DSS Histories & Reports         | 310 |
| Total Non Ferrous Metal Permits       | 109 |
| Total Number of Tickets               | 161 |
| Total Number of Case Jackets to Court | 85  |

| Code Enforcement Investigations             |   |
|---|---|
| Total Number of Traffic Tickets             | 0 |
| Number of Ordinance Summons/Clean Up Orders | 0 |
| Cases Month Started                         | 0 |
| Cases Month Ending (Pending)                | 0 |

Worked the Following:

**On Medical Leave**

| Animal Control   |        |
|--|--------|
| Average Daily Calls for Service                          | 18     |
| Total Calls for Service                                  | 545    |
| Total Number of Animals Collected/Transported            | 111    |
| Total Number of State Tickets/Arrest Warrants            | 4      |
| Total Number of County Ordinance Tickets/Warnings Issued | 13/108 |
| Traffic Stops/Reports Written                            | 16/18  |
| Large Animal Calls                                       | 27     |

| Forensics                                 |       |
|---|-------|
| Total Individual Analysis Completed       | 2,779 |
| Total Number of Evidence Pieces Collected | 860   |
| Total Number of Evidence Pieces Processed | 771   |
| Total Number of CSI Calls                 | 265   |
| Total Number of Photos Taken              | 5,977 |
| Total Number of Finger Prints Collected   | 364   |

| Civil Process & Warrants                      |         |
|---|---------|
| Total Number of Civil Papers Received         | 664     |
| Total Number of Civil Papers Served(Road Inc) | 599     |
| Total Number of Evictions Scheduled           | 45      |
| Total Number of Evictions Completed           | 34      |
| Hours Spent on Evictions                      | 58 hrs. |
| Total Number of Pick Up Orders                | 3       |
| Hours Spent on Pick Up Orders                 | 1 hr.   |
| Total Warrants Received                       | 399     |
| Total Warrants Served                         | 299     |
| Total Judgments Satisfied/Nulla Bona          | 0 / 14  |

| Courthouse                               |        |
|--|--------|
| Number of People Screened                | 18,081 |
| Courthouse, Annex, Summary Crt & Library |        |
| Number of Juveniles Transported          | 0      |
| Number of Walk-Up Bench Warrants         | 0      |
| Number of Family Court Cases             | 198    |
| Number of Inmates Through Courthouse     | 1      |
| Number of Bank Transports Conducted      | 88     |
| Number of Preliminary Hearings           | 0      |
| Number of Keep Checks on County Parks    | 52     |
| Number of Civil Papers Served            | 0      |

**Complied from manually entered data**