



**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**Special Presentation Meeting**  
**Tuesday, January 18, 2022, at 6:00 p.m.**  
**Anderson County Civic Center**  
**3027 Martin Luther King, Jr. Boulevard**  
**Anderson, South Carolina**  
*Chairman Tommy Dunn, Presiding*

**1. CALL TO ORDER**

**2. RESOLUTIONS/PROCLAMATION:**

- a. **R2022-002**- A Resolution to congratulate the Wren High School Competitive Cheer team on winning the 2021 South Carolina State Class AAA competitive cheer state championship, its first state title in 23 years; and other matters related thereto.

Hon. Jimmy Davis

- b. **PROCLAMATION:** A Proclamation designating February 2022 as Black History Month in Anderson County.

All Council Members

**3. ADJOURNMENT**

**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**REGULAR MEETING**  
**Tuesday, January 18, 2022, at 6:30 p.m.**  
**Anderson County Civic Center**  
**3027 Martin Luther King, Jr. Boulevard**  
**Anderson, South Carolina**  
*Chairman Tommy Dunn, Presiding*

**1. CALL TO ORDER**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

Hon. Brett Sanders

**3. APPROVAL OF MINUTES**

December 7, 2021, December 9, 2021,  
minutes not received December 21, 2021, January 4, 2022

**Tommy Dunn**  
Chairman, District Five

**John B. Wright, Jr.**  
District One

**Ray Graham**  
District Three

**M. Cindy Wilson**  
District Seven



**Brett Sanders**  
V. Chairman, District Four

**Glenn Davis**  
District Two

**Jimmy Davis**  
District Six

**Renee Watts**  
Clerk to Council

**Rusty Burns**  
County Administrator



**4. CITIZENS COMMENTS**

Agenda Matters Only

**5. ORDINANCE THIRD READING:** none

**6. ORDINANCE SECOND READING:**

- a. **2022-001-** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and a company known to the County at this time as Project Faith with respect to certain economic development property in the County, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2022-002-** An Ordinance to provide for redistricting of the seven County Council districts of Anderson County, as to population, prior to the next general election cycle following the adoption by the State of South Carolina of the 2020 Decennial Census, pursuant to section 4-9-90, Code of Laws of South Carolina, 1976, as amended; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)

**7. FIRST READING:**

- a. **2022-003-** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville counties so as to enlarge the park; and other matters related thereto. [Project Spruce]

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2022-004-** An Ordinance to amend section 38-311(c) of the Anderson County, South Carolina Code of Ordinances to add an additional subsection to establish a time frame for consideration of previously disapproved projects by the Planning Commission; and other matters related thereto. **(TITLE ONLY)**

Mr. Tommy Dunn (allotted 5 minutes)

**8. RESOLUTIONS:**

- a. **R2022-004-** A Resolution to certify property at and adjacent to Equinox Mill, 200 Jackson Street, Anderson SC as an abandoned textile mill site (Tax Map numbers 1231102014; 1231103002; 1231102028; 1231209001; 1231102015; 1231205003); and other matters related thereto.

Mr. Rusty Burns



9. HOPE MISSIONS LEASE AGREEMENT AMENDMENT

Mr. Rusty Burns

10. AUTHORIZATION FOR ANDERSON COUNTY TO SERVE AS SPONSOR FOR AN ECONOMIC DEVELOPMENT AGENCY GRANT TO BE SUBMITTED BY THE ANDERSON AREA YMCA

Mr. Rusty Burns

11. ROAD ACCEPTANCE INTO COUNTY INVENTORY:

- a. Yorkshire Farms Subdivision: (District 6)
  - Seven Lane
  - Terpack Trail
  - Starling Avenue
  - Plumblee Lane

Mr. Matt Hogan

12. REQUESTS BY COUNCIL

13. ADMINISTRATOR'S REPORT

- a. Special Projects
- b. Paving

14. STANDING COMMITTEES OF COUNTY COUNCIL

Mr. Tommy Dunn

15. CITIZENS COMMENTS

Non-Agenda Matters

16. REMARKS FROM COUNCIL

17. ADJOURNMENT

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

**RESOLUTION R2022-002**

**A RESOLUTION TO CONGRATULATE THE WREN HIGH SCHOOL COMPETITIVE CHEER TEAM ON WINNING THE 2021 SOUTH CAROLINA STATE CLASS AAA COMPETITIVE CHEER STATE CHAMPIONSHIPS, ITS FIRST STATE TITLE IN 23 YEARS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, through hard work, dedication, teamwork, and precise attention to detail, under the leadership of Head Coach Kristee Brady, Assistant Coach Reid Merritt, and JV Coach Korey Stone, the 2021 Wren High School Competitive Cheer Team won two invitationals, regions, upper state, and the state competitions; and,

**WHEREAS**, on Saturday, November 20, 2021, the Wren cheerleaders traveled to the Colonial Life Arena in Columbia, South Carolina to compete in the South Carolina State Cheer Championships and, demonstrating detailed routines that displayed the team’s cohesiveness, outperformed the competition with a winning score of 471, earning recognition as the 2021 South Carolina State Class AAA Competitive Cheer Champions; and,

**WHEREAS**, the Anderson County Council wishes to commend the Wren High School Competitive Cheer Team for being outstanding ambassadors for our community, setting an example for their peers to emulate. We are extremely proud of the team winning the 2021 South Carolina State Class AAA Competitive Cheerleading Championship, and we wish each of you great success in all your future endeavors.

**RESOLVED** in a meeting duly assembled this 18<sup>th</sup> day of January 2022.

**FOR ANDERSON COUNTY**

**ATTEST**

\_\_\_\_\_  
Jimmy Davis  
County Council  
District Six

\_\_\_\_\_  
Rusty Burns  
County Administrator

\_\_\_\_\_  
Renee Watts  
Clerk to Council

# **A PROCLAMATION DESIGNATING FEBRUARY 2022 AS BLACK HISTORY MONTH IN ANDERSON COUNTY**

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

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

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

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

**NOW, THEREFORE**, the Anderson County Council does hereby proclaim the month of **February 2022** as **BLACK HISTORY MONTH** in Anderson County, encouraging all residents to recognize the importance of Black history throughout our county, participating in countywide activities that promote unity for the betterment of our communities, celebrating the diversity and character of our community, and highlighting the importance of sharing our culture and customs as the County observes and commemorates Black History Month.

**PROCLAIMED** this 18<sup>th</sup> day of January 2022.

## **FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Tommy Dunn, Chairman  
County Council

\_\_\_\_\_  
John B. Wright, Jr.  
District One

\_\_\_\_\_  
Glenn Davis  
District Two

\_\_\_\_\_  
Ray Graham  
District Three

\_\_\_\_\_  
Brett Sanders  
District Four

\_\_\_\_\_  
Jimmy Davis  
District Six

## **ATTEST:**

\_\_\_\_\_  
M. Cindy Wilson  
District Seven

\_\_\_\_\_  
Rusty Burns  
County Administrator

\_\_\_\_\_  
Renee D. Watts  
Clerk to Council

STATE OF SOUTH CAROLINA            )  
COUNTY OF ANDERSON                )

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
DECEMBER 7, 2021

PRESENT:  
TOMMY DUNN, CHAIRMAN  
JOHN WRIGHT  
GLENN DAVIS  
RAY GRAHAM  
BRETT SANDERS  
JIMMY DAVIS  
CINDY WILSON

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
RENEE WATTS  
JANIE TURMON

*Anderson County Council - Special Presentation Meeting - December 7, 2021*

1 TOMMY DUNN: At this time I would like to  
2 call the special presentation meeting of December 7th,  
3 2021 of the Anderson County Council to order.

4 First on the agenda, Resolutions and Proclamations.  
5 Will be Resolution R2021-059;

6 A RESOLUTION RECOGNIZING DUKE ENERGY'S LONGSTANDING  
7 CORPORATE PARTNERSHIP WITH ANDERSON COUNTY, SOUTH  
8 CAROLINA; AND OTHER MATTERS RELATED THERETO.

9 This comes from all council members. Honorable  
10 Councilman John Wright will be presenting this.

11 JOHN WRIGHT: Thank you, Mr. Chairman. It's  
12 my honor tonight to present Resolution 2021-059;

13 A RESOLUTION RECOGNIZING DUKE ENERGY'S LONGSTANDING  
14 CORPORATE PARTNERSHIP WITH ANDERSON COUNTY, SOUTH  
15 CAROLINA; AND OTHER MATTERS RELATED THERETO.

16 WHEREAS, Duke Energy employs more than 300 Anderson  
17 County residents; and,

18 WHEREAS, Duke Energy provides power to more than  
19 75,000 customers in Anderson County; and,

20 WHEREAS, Duke Energy pays more than \$15 million in  
21 taxes annually in Anderson County; and,

22 WHEREAS, the reliable and affordable energy provided  
23 by Duke Energy today has helped Anderson County become an  
24 extremely vibrant community that has attracted a wide  
25 array of employers, including numerous manufacturers from  
26 around the world; and,

27 WHEREAS, Duke Energy is helping Anderson County meet  
28 the energy needs of our growing county, region, and state  
29 in a sustainable way by increasing renewable energy  
30 resources; and,

31 WHEREAS, Duke Energy has demonstrated a commitment to  
32 sustainable operations through their goal of cutting  
33 carbon dioxide emissions in half by 2030 and achieving  
34 net-zero carbon emissions by 2050; and,

35 WHEREAS, Duke Energy is also making the electric  
36 infrastructure stronger and more resilient to guard  
37 against severe weather, as well as cyber and physical  
38 attacks, and investing in necessary assets to recover  
39 faster than ever from power outages; and,

40 WHEREAS, Duke Energy has been a generous  
41 philanthropic partner in Anderson County, with numerous  
42 donations and hundreds of volunteer hours offered to local  
43 nonprofit organizations; and,

44 WHEREAS, Duke Energy has donated to many initiatives  
45 in Anderson County, such as a recent grant that supported  
46 the installation of an ADA-accessible kayak launch and  
47 landing at Dolly Cooper Park on the Saluda River so more  
48 citizens could enjoy the area's natural resources;

49 NOW, THEREFORE, BE IT RESOLVED that the Anderson  
50 County Council does hereby express its appreciation to

*Anderson County Council - Special Presentation Meeting - December 7, 2021*

1 Duke Energy for its numerous contributions to Anderson  
2 County and the State of South Carolina.

3 RESOLVED in a meeting duly assembled this 7th day of  
4 December, 2021.

5 And Mr. Chairman, I'd like to put that in the form of  
6 a motion.

7 TOMMY DUNN: We have a motion by Mr.  
8 Wright. Do we have a second?

9 CINDY WILSON: Second.

10 TOMMY DUNN: Second Ms. Wilson. Any  
11 discussion?

12 CINDY WILSON: May I quickly add?

13 TOMMY DUNN: Yes, ma'am.

14 CINDY WILSON: Not only was the kayak launch  
15 placed at Dolly Cooper Park, but also at the Timmerman  
16 Park in Pelzer and the Belton Landing. That represents a  
17 minimum of a three hundred thousand dollar investment in  
18 our county.

19 And plus, the employees at the Lee Steam Plant built  
20 portage for people to get around the dam there. And on  
21 top of that, because Duke Power went to gas powered  
22 sources at the Lee Steam Plant, rather than coal power, it  
23 reduced our air quality issue. So we've been very  
24 beholden to Duke because our unattainment numbers were  
25 pretty bad. And we were close to meeting that threshold  
26 where we might not be able to see more economic  
27 development. So in that respect, too, Duke has been a  
28 wonderful partner with the county.

29 I just had to add that. Thank you.

30 TOMMY DUNN: Yes, ma'am. Thank you.  
31 Anyone else?

32 JIMMY DAVIS: Mr. Chair?

33 TOMMY DUNN: Yes, sir.

34 JIMMY DAVIS: I'd just like to echo Ms.  
35 Wilson's comments and also add that, you know, as we look  
36 forward to the future, I mean, it wasn't that long ago we  
37 had reliability problems with our power grid, especially  
38 in the northern part of the county during inclement  
39 weather. But as of lately, with the improvements that  
40 Duke Power has put into Anderson County and the entire  
41 upstate, we've seen a considerable effort to make sure  
42 that we have reliable power no matter what the weather  
43 does. And again, just to add, I greatly appreciate all  
44 that Duke Energy has done to help us kick-start the Saluda  
45 River and make it a true destination for Anderson County.

46 Thank you, Mr. Chair.

47 TOMMY DUNN: Thank you. Anyone else?  
48 Hearing none, all in favor of the motion show of hands.  
49 Opposed like sign. Show the motion carries unanimously.

50 We'll be moving on now to item number 2(b),

*Anderson County Council - Special Presentation Meeting - December 7, 2021*

1 Resolution R2021-060;

2 A RESOLUTION CELEBRATING THE LIFE OF STAN WELCH; AND  
3 OTHER MATTERS RELATED HERETO.

4 The Honorable Council Lady Cindy Wilson and Honorable  
5 Jimmy Davis.

6 CINDY WILSON: Well, this is both sad and  
7 also a celebration.

8 THIS IS A RESOLUTION CELEBRATING THE LIFE OF STAN  
9 WELCH; AND OTHER MATTERS RELATED THERETO.

10 WHEREAS, Stanton Wayne Welch, known to all as Stan,  
11 passed away unexpectedly on November 20th of this year;  
12 and,

13 WHEREAS, Stan was a journalist by trade, having spent  
14 the past fifteen years as a news reporter and opinion  
15 columnist for the Williamston Journal; and,

16 WHEREAS, the life of Stan Welch makes for a uniquely  
17 American story, his adventures having included, among  
18 other things, a college career at The Citadel, a term of  
19 military service, and time spent in places far and wide  
20 across this nation he loved with such patriotic fervor,  
21 including employment as an elephant trainer in California;  
22 and,

23 WHEREAS, Stan's unique life experience and God-given  
24 talent for storytelling suited him well over the forty  
25 years he spent covering politics and local news in  
26 communities across South Carolina; and

27 WHEREAS, Stan's commitment to news-gathering and  
28 reporting often came at personal and professional costs,  
29 but he never wavered in the face of adversity; and,

30 WHEREAS, as an enduring sign of his professional  
31 legacy, it can be said that Stan's steadfast commitment to  
32 his role as a steward of the public's right-to-know  
33 brought about real change in communities by exposing  
34 wrongdoing, malfeasance, and various other acts at  
35 variance with the public interest; and,

36 WHEREAS, above all else, Stan was a proud father, a  
37 loving son, a loyal sibling, and, to those fortunate  
38 enough to know him as such, a true friend;

39 NOW, THEREFORE, BE IT RESOLVED that the Anderson  
40 County Council mourns the loss of Stan Welch and sends its  
41 collective condolences to his family. He was truly  
42 one-of-a-kind, and he will be missed.

43 RESOLVED in a meeting duly assembled this 7th day of  
44 December, 2021.

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

46 TOMMY DUNN: Yes, ma'am. Do we have a  
47 second?

48 JIMMY DAVIS: Second.

49 TOMMY DUNN: Second Mr. Davis. Any  
50 discussion?

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1 JIMMY DAVIS: Mr. Chair?  
2 TOMMY DUNN: Yes, sir.  
3 JIMMY DAVIS: I'd just like to say that, you  
4 know, it seems like a long time ago, but it really wasn't  
5 that long ago that one of the first people that contacted  
6 me when I decided to get into public service was Stan  
7 Welch. And I don't know if Mr. Burns had him call me or  
8 not, but Stan called me. And I was kind of scared to talk  
9 to him, but he quickly put me at ease. And really did a  
10 great job. I quickly learned that when Stan wrote about  
11 something it was to the point, it was true, you could take  
12 it to the bank.

13 And I hope that some of the young journalists of the  
14 day will take note of Stan's writings, because he really  
15 did Anderson County a great service. He was a friend to  
16 Anderson County and he was a friend of mine. And I  
17 greatly appreciate him. And I mourn with the family, but  
18 I celebrate his life tonight. Thank you, Mr. Chair.

19 TOMMY DUNN: Thank you. Anyone else?

20 CINDY WILSON: Very quickly. Let's just say  
21 he was really a friend of the truth and getting the  
22 information out to the public. Sometime we'll all have to  
23 sit down and share Stan's stories. Some were quite funny,  
24 maybe to us, but not to others. But he really made a  
25 difference in our county. He exposed some situations that  
26 the public had no idea happened here in our beloved  
27 county. We're indebted to him. Thank you.

28 TOMMY DUNN: Thank you. Anyone else? All  
29 in favor of the motion show of hands. Opposed like sign.  
30 Show the motion carries unanimously.

31 Ms. Wilson, is anyone ---

32 CINDY WILSON: Do we have anyone from his  
33 family here?

34 RUSTY BURNS: (Inaudible.)

35 CINDY WILSON: Okay. Thank you.

36 TOMMY DUNN: Thank you, Mr. Burns.

37 Moving on to item number 2(d) or (c), I'm sorry, has  
38 been pulled for the January meeting.

39 We're moving on now to item number 2(d), R2021-062;

40 A RESOLUTION TO RECOGNIZE THE CANCER ASSOCIATION OF  
41 ANDERSON, ANDERSON UNIVERSITY'S CENTER FOR CANCER RESEARCH  
42 AND ANDERSON UNIVERSITY'S PROFESSIONAL & LIFELONG LEARNING  
43 AND THEIR COLLABORATIVE RESEARCH.

44 This will be from Honorable Councilman Brett Sanders,  
45 Vice Chairman.

46 BRETT SANDERS: Thank you, Mr.  
47 Chairman. It is a true honor to recognize Ms. Stringer,  
48 and alma mater and the Anderson College, Anderson  
49 University now. I would like to put this in the form of a  
50 motion.

1           THIS IS A RESOLUTION TO RECOGNIZE THE CANCER  
2 ASSOCIATION OF ANDERSON, ANDERSON UNIVERSITY'S CENTER FOR  
3 CANCER RESEARCH AND ANDERSON UNIVERSITY'S PROFESSIONAL &  
4 LIFELONG LEARNING AND THEIR COLLABORATIVE RESEARCH PROJECT  
5 TO MAP CANCER ASSOCIATION'S LOCAL CANCER PATIENT'S CANCER  
6 TYPES AND INCIDENCE LOCATIONS WITHIN THE ANDERSON COUNTY  
7 COMMUNITY AND TO HONOR THE SUCCESS AND SUBSEQUENT  
8 PUBLICATION IN THE GSC ADVANCED RESEARCH AND REVIEWS  
9 JOURNAL.

10           WHEREAS, the Cancer Association of Anderson (CAA),  
11 the only cancer charity in Anderson County, was founded in  
12 2003 with the mission to "lessen the burden on Anderson  
13 County residents who are battling cancer as well as their  
14 care givers and families" by providing treatment-related  
15 financial assistance, counseling, emotional support,  
16 education, resource information, and referrals at no cost,  
17 regardless of a patient's socioeconomic status or where  
18 they choose to receive treatment. The Cancer Association  
19 is NOT affiliated with, nor receives any funding from the  
20 American Cancer Society or any Relay for Life events; and,

21           WHEREAS, in addition, the Cancer Association of  
22 Anderson consistently and significantly impacts the  
23 Anderson County community by disseminating information and  
24 improving awareness regarding cancer prevention and early  
25 diagnosis, while also partnering with Anderson University  
26 Cancer Research Center to provide students with  
27 exceptional, educational opportunities that allow  
28 engagement with actual patients visiting CAA while  
29 participating in bench research and data analysis;  
30 and,

31           WHEREAS, the Anderson University Center for Cancer  
32 Research (CCR), led by Professor of Biology, Dr. Diana  
33 Ivankovic, is an innovative, award-winning institution of  
34 significant asset to the Anderson University sciences  
35 program. Officially unveiled in 2011, the center's goal  
36 is to educate undergraduate students in basic cancer  
37 research methodologies and support their path to becoming  
38 healthcare professionals. Each semester, the AU Sciences  
39 committee carefully selects a maximum of thirteen students  
40 to participate in the Cancer Scholar program, where they  
41 complete a year-long research project and present their  
42 findings. Criteria for selection includes a strong grade  
43 point average, class rank, professors' recommendation, and  
44 laboratory skills; and,

45           WHEREAS, since the early 2000's, the Anderson  
46 University Professional & Lifelong Learning program, led  
47 by Director Andria Carpenter, has consistently and  
48 successfully sought to build professional and learning  
49 relationships within the community and beyond, bridging  
50 together academia, industry, small business and nonprofit

1 organizations. Working in concert with the Anderson  
2 University Cancer Research Center and the Cancer  
3 Association, Carpenter developed a 2019 course showcasing  
4 cancer research and patient resources that are established  
5 in the County. Additionally, Carpenter has been  
6 instrumental in facilitating collaborations between the  
7 faculty at Anderson University and Cancer Association,  
8 most recently with a community art project directed by  
9 Professor Jan Bridwell Walker and her students in the  
10 Anderson University Art History Department; and,

11 WHEREAS, what began with the Cancer Association's  
12 need to migrate patient data from paper files to a  
13 database, resulted in a two-year collaborative research  
14 project that included participation from students  
15 attending Anderson University, Wofford College and Daniel  
16 High School. Once the migration was completed, Clemson  
17 University Environmental Engineering Graduate Student Abi  
18 Roberts compiled and mapped the data using GIS which  
19 provides an aggregate view of types of cancer, incident  
20 locations, etc. and provided the groundwork for the  
21 research. The Research Project was submitted and  
22 officially published in September 2021; and,

23 WHEREAS, Contributing to this joint effort and  
24 deserving of recognition are: Dr. Diana Ivankovic  
25 (Anderson University's Professor of Biology and Director  
26 of the Center for Cancer Research), Andria Carpenter  
27 (Anderson University's Director of Professional & Lifelong  
28 Learning), Angela Stringer (Executive Director of the  
29 Cancer Association of Anderson), Abigayle Stringer Roberts  
30 (Clemson University Environmental Engineer Graduate  
31 Student & 2020 ESRI Student of the Year), Carey Cole  
32 (ZeroDay Technology Solutions' Senior Architect), Wofford  
33 Student Fynn Jacobsen, AU Cancer Research Center Students  
34 Ryan Hunter, Ryan Deweese, Catie Mitchell, Anne Claire  
35 Edwards, William Davey, Addison Powell, and recently  
36 committed Anderson University Student Laura Ivankovic;  
37 and,

38 NOW THEREFORE, BE IT RESOLVED that the Anderson  
39 County Council wish to:

40 Acknowledge the good work and support of the Cancer  
41 Association of Anderson's Board of Directors, staff, and  
42 volunteers for their tireless work in lessening the burden  
43 and increasing the quality of life for Anderson County  
44 residents who battle cancer.

45 Acknowledge and express the sincerest appreciation to  
46 Anderson University, the Anderson University Center for  
47 Cancer Research, and the Anderson University Professional  
48 & Lifelong Learning Program for consistently engaging in  
49 Anderson County to build community relationships, provide  
50 access and break down barriers to learning while

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1 ultimately making our County a great place to live, work  
2 and play.

3 Acknowledge the tremendous efforts that went into the  
4 research project and the outstanding achievement in having  
5 the work published in the GSC Advanced Research and  
6 Reviews Journal.

7 Finally, The Anderson County Council commends the  
8 great work of Anderson University under the leadership of  
9 Dr. Evans Whitaker and wishes to express gratitude for the  
10 exceptional educational opportunities, collaborative  
11 spirit, and dynamic partnerships the University fosters  
12 within the community such as the friendship forged at  
13 Anderson University between Dr. Diana Ivankovic, Mrs.  
14 Andria Carpenter and Mrs. Angela Stringer as well as the  
15 organizations they represent which have and are continuing  
16 to make a positive impact in the lives of Anderson County  
17 residents.

18 RESOLVED in a meeting duly assembled this 7th day of  
19 December, 2021.

20 And as I stated before, I would like to put that in  
21 the form of a motion.

22 TOMMY DUNN: We have a motion. Do we have  
23 a second?

24 JIMMY DAVIS: Second.

25 TOMMY DUNN: Second Mr. Davis. Any  
26 discussion?

27 JOHN WRIGHT: Mr. Chairman?

28 TOMMY DUNN: Do you want to make a motion  
29 and give Mr. Sanders a pay raise for that?

30 JOHN WRIGHT: I think so. That was pretty  
31 impressive. He didn't really mess it up either.

32 No, I want to thank, obviously Anderson University.  
33 They do a tremendous amount for Anderson County. And also  
34 the Cancer Association of Anderson and Ms. Angie Stringer.  
35 I think most of us were there yesterday when she was  
36 recognized by the Chamber of Commerce for the Non-Profit  
37 Director of the Year, an honor and award that she very  
38 much deserves. I was able to be there earlier this year  
39 when we unveiled the vehicle for the Cancer Association,  
40 and being able to transport patients that are struggling  
41 with cancer and don't have the transportation otherwise to  
42 get there.

43 Those are the things that, you know, I think that  
44 probably don't get enough attention in this county or the  
45 people that are doing the work of those in need that  
46 really are suffering and don't have the means necessarily  
47 to take care of themselves. So just want to make mention  
48 of that and how much we appreciate everything that  
49 Anderson University and also the Cancer Association does  
50 for the citizens of Anderson County. Thank you.

1                    TOMMY DUNN:            Thank you.  Anyone else?  I  
2 just want to add, too, I appreciate all what Anderson  
3 University has done and the Anderson Cancer Association,  
4 Ms. Stringer.  I hated to see her leave Anderson County.  
5 She was one of our employees when I first got on council.  
6 There a long time.  But she, I think, is exactly where God  
7 meant her to be.  She does an outstanding job.  She's made  
8 for that and really supportive of that endeavor what she  
9 does and really thank her for what she does and all.  
10 People like her and Anderson University is what makes  
11 Anderson County a great place, what makes our community  
12 great and thriving.  I can't say enough about it.  And I  
13 really appreciate it.  And this council does, what all  
14 y'all do for our citizens.  Hopefully -- people will never  
15 know firsthand what all you have to do, but unfortunately  
16 some of us do and will and we do appreciate what all y'all  
17 have done in the past, present and the future.  Thank  
18 y'all very, very much.  Anybody else?

19            All in favor of the motion show of hands.  All  
20 opposed like sign.  Show the motion carries unanimously.  
21            You want to get everybody up here, Rusty?

22    **PRESENTATION OF RESOLUTION**

23    **APPLAUSE**

24                    TOMMY DUNN:            That will conclude this part  
25 of the council meeting.  We'll convene back here to start  
26 our regular council meeting at six thirty.

27

28                    **SPECIAL PRESENTATION MEETING ADJOURNED AT 6:23 P.M.**

STATE OF SOUTH CAROLINA        )  
COUNTY OF ANDERSON            )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
DECEMBER 7, 2021

PRESENT:  
TOMMY DUNN, CHAIRMAN  
JOHN WRIGHT  
GLENN DAVIS  
RAY GRAHAM  
BRETT SANDERS  
JIMMY DAVIS  
CINDY WILSON

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
RENEE WATT  
JANIE TURMON

1 TOMMY DUNN: At this time I'd like to call  
2 the regular Anderson County Council Meeting of December  
3 the 7th, 2021 to order. I'd like to welcome each and  
4 every one of you here tonight, and thank you for coming.

5 The first thing we're going to do, if we would, I'll  
6 ask if we just take -- before Councilman Graham leads us  
7 in the invocation and pledge of allegiance, I'd like us to  
8 all rise and take a moment of silence for the people that  
9 has give the ultimate sacrifice for this county, today  
10 being the 7th. That's the anniversary of Pearl Harbor.  
11 For the ones all what they done to sacrifice their lives,  
12 their families. And as they're dying out, not many  
13 survivors left, we need to keep that in our thoughts and  
14 our minds because that changed the world. We don't never  
15 want it to happen again.

16 **MOMENT OF SILENCE**

17 TOMMY DUNN: Amen. Mr. Graham.

18 RAY GRAHAM: Let us pray.

19 **INVOCATION AND PLEDGE OF ALLEGIANCE BY RAY GRAHAM**

20 TOMMY DUNN: As we move forward, as Mr.  
21 Graham said in his prayer, that we all keep the Singleton  
22 family in our thoughts and prayers. Derrick Singleton,  
23 who's been over our Sewer Department for years, has got a  
24 death in his family. His father passed away. And Mr.  
25 Singleton was a long-time county employee. He was over  
26 our Sewer Department for many years. And they're having  
27 visitation tonight. Let's keep our thoughts and prayers  
28 with them and their families as they go through this.

29 On a happier note, as we start the meeting tonight I  
30 just want to wish Officer Lewis Carroll a farewell. It's  
31 my understand tonight is his last council meeting. He's  
32 been here over forty-four years, Mr. Carroll, is that  
33 correct?

34 LEWIS CARROLL: Yes, sir.

35 TOMMY DUNN: I've known Mr. Carroll  
36 for years, back through the fire service. He was the past  
37 fire chief for the Townville Fire Department when I was  
38 chief of Centerville. He was an outstanding fellow then.  
39 He's an outstanding fellow. He's represented us in law  
40 enforcement very well. I've known him to handle himself  
41 in situations. We're going to miss him. I know I'm going  
42 to miss him seeing him back here in the courthouse and  
43 other thing. But Lord knows you've earned your  
44 retirement. I hope you enjoy it, you and your family,  
45 Lewis, and just keep in mind what I asked you earlier  
46 tonight about what you might want to get into. Thank  
47 y'all. Let's give him a big hand.

48 **APPLAUSE**

49 RAY GRAHAM: Mr. Chairman?

50 TOMMY DUNN: Yes, sir.

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1                   RAY GRAHAM:                   Lewis, I just want to  
2 congratulate you on your retirement, as well. Definitely  
3 appreciate the friendship from you and your family over  
4 the years. Hopefully Michelle won't work you too hard.  
5 I'm mighty afraid you might lose on that end. But  
6 definitely appreciate everything you've done. Definitely  
7 have always stood fall and definitely appreciate  
8 everything you do for Anderson County. Thank you so much.  
9 Thank you, Mr. Chairman.

10                   TOMMY DUNN:                   Thank you.  
11 We're going to move on now to -- let me get my notes  
12 here -- we're going to move on now to item number 3,  
13 approval of minutes of the November 16, 2021 council  
14 meeting. Any corrections to be made to those minutes by  
15 anyone? Do we have a motion to move them forward?

16                   CINDY WILSON:                   Mr. Chairman, may I  
17 make the motion that we accept the minutes as submitted of  
18 November 16th.

19                   TOMMY DUNN:                   We have a motion by  
20 Ms. Wilson to move forward.

21                   RAY GRAHAM:                   Second.

22                   TOMMY DUNN:                   We have a second from  
23 Mr. Graham. All in favor of the motion show of hands.  
24 All opposed like sign. Show the motion carries  
25 unanimously.

26 We'll move on now to citizens comments. When Mr.  
27 Harmon calls your name, you have three minutes. Please  
28 address the chair. And on the first go-around will be on  
29 items that's on the agenda only, please. Mr. Harmon.

30                   LEON HARMON:                   Mr. Chairman, no one  
31 is signed up to speak at this point.

32                   TOMMY DUNN:                   Thank you, Mr. Harmon.

33 Moving on now to item 5(a). This will be 2021-042,  
34 an Ordinance authorizing the execution and delivery of a  
35 certain fee in lieu of tax agreements by and between  
36 Anderson County, South Carolina and COI Anderson  
37 Industrial, LLC with respect to certain economic  
38 development property in the County, whereby such property  
39 will be subject to certain payments in lieu of taxes,  
40 including the provision of certain special source credits;  
41 and other matters related thereto. This is Project  
42 Amelia.

43 This will be a public hearing. Anyone wishing to  
44 speak to this matter, please step forward and state your  
45 name and district. Anyone at all on this public hearing?

46                   LEON HARMON:                   Mr. Chairman, I think  
47 we need -- this is the one we need to amend before we do  
48 the public hearing.

49                   TOMMY DUNN:                   Well, we can't really  
50 amend it, can we, until we have -- can't put it on the

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1 floor until we have the public hearing, can we?  
2 LEON HARMON: We can do the public  
3 hearing first.  
4 TOMMY DUNN: Okay. Anyone wish to  
5 speak to this? Anyone at all? Seeing and hearing none,  
6 the public hearing will be closed. Do we have a motion to  
7 put this on the floor?  
8 CINDY WILSON: So moved.  
9 RAY GRAHAM: Second.  
10 TOMMY DUNN: Motion Ms. Wilson;  
11 second by Mr. Graham. We need to amend this motion. We  
12 all got a copy of our red line. Should have it. I'm  
13 going to let Mr. Harmon take it from here and tell us what  
14 the amendment needs to be. Mr. Harmon.  
15 LEON HARMON: Mr. Chairman, and  
16 members of council, the purpose of amending this  
17 particular ordinance is because the company, once they  
18 started the process with first reading, decided to do the  
19 ordinance for two buildings -- two additional buildings on  
20 this site. So we need to amend the ordinance to include  
21 these two buildings. There are also two separate  
22 agreements that are attached -- fee agreements that are  
23 attached to this one for each one of those buildings that  
24 they plan to put on the property. I think the motion  
25 simply needs to be that the ordinance is amended in  
26 accordance with the red line version that has been  
27 provided to you. The correct amended ordinance is the one  
28 that was in the packet that came out to everyone.  
29 TOMMY DUNN: I make the amendment  
30 to the motion to adopt the red line version that we've all  
31 had and citizens are aware of. Do I have a second?  
32 BRETT SANDERS: Second.  
33 TOMMY DUNN: Second by Mr. Sanders.  
34 Any discussion on the amendment? Anybody have any? All  
35 in favor of the amendment show of hands. All opposed like  
36 sign. Show the motion carries unanimously.  
37 Now go back to the main motion. Are there Any  
38 discussion?  
39 JIMMY DAVIS: Mr. Chair?  
40 TOMMY DUNN: Yes, sir, Mr. Davis.  
41 JIMMY DAVIS: I'd just like to add  
42 that, you know, this group that's come in here, this is  
43 their I believe second investment in Anderson County. And  
44 the first one being in District 6. And they have proven  
45 to be a wonderful partner for Anderson County. And I look  
46 forward to them doing more. But they are just wonderful,  
47 wonderful family-owned business and group to deal with.  
48 And I'm thankful they're here in Anderson County. Thank  
49 you, Mr. Chair.  
50 TOMMY DUNN: Thank you. Just for

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1 the record, Mr. Nelson couldn't make it tonight, and I'll  
2 just try to hit some high notes on what he would say if he  
3 was here.

4 This is Project Amelia, as I said earlier. This  
5 company is COI Anderson Industrial LLC VanTrust. This  
6 expansion project will result in an additional two  
7 speculative warehouse buildings at I-85, Exit 35, Highway  
8 86 exit. Capital investment of 13.6 million dollars. Six  
9 percent FILOT for thirty years. SSRC of eighty-five  
10 percent for years one to five; thirty-five percent six  
11 through thirty. The incentives will terminate if capital  
12 investment is not met during standard investment period.  
13 Anyone else have any comments or questions?

14 Y'all ready to vote on the main motion? All in favor  
15 of the main motion show of hands. All opposed like sign.  
16 Show the main motion carries unanimously.

17 Moving on now to item number 5(b), 2021-061, an  
18 Ordinance authorizing the execution and delivery of a fee  
19 in lieu of tax agreement by and between Anderson County,  
20 South Carolina and Equinox Mill, LLC with respect to  
21 certain economic development property in the County,  
22 whereby such property will be subject to certain payments  
23 in lieu of taxes, including the provision of certain  
24 special source credits; and other matters related thereto.

25 This will be a public hearing. Anyone wishing to  
26 speak to this matter, please step forward, state your name  
27 and district for the record and address the chair. Anyone  
28 at all? Seeing and hearing none, do we have a motion to  
29 put this on the floor?

30 CINDY WILSON: So moved.

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

33 BRETT SANDERS: Second.

34 TOMMY DUNN: Second Mr. Sanders.

35 Again, Mr. Nelson is not able to be here tonight.

36 This is Project Equinox, redevelopment of the Equinox  
37 Mill site. It's a capital investment of thirty-nine  
38 million dollars of mixed use commercial. The project to  
39 include six of the seven parcels. Six percent fee in lieu  
40 of for thirty years, plus an additional ten years SSRC of  
41 ninety percent years one through five; seventy percent six  
42 through ten; fifty percent eleven through forty. Call-  
43 back provisions in section 4.02 and 4.03 if investment  
44 terms are not met.

45 Anyone else? I think this is going to be great, not  
46 just for that area; for the county. It's something been  
47 long overdue. We've been working on this for years. And  
48 thank goodness we finally got this done. I think the  
49 company that's doing this has got a good track record and  
50 we'll be able to get this done and revitalize that area

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1 over there, I hope.

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

4 We're going to move on to item number 5(c), 2021-069,  
5 an ordinance to approve a real estate sales agreement for  
6 a portion of the former Equinox Mill site; and other  
7 matters related thereto.

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

9 BRETT SANDERS: So moved.

10 CINDY WILSON: Second.

11 TOMMY DUNN: Motion Mr. Sanders;

12 second Ms. Wilson. This is Project Equinox Real Estate  
13 Sales Agreement for six parcels for eighty-three thousand  
14 dollars. Any discussion? Seeing and hearing none, all in  
15 favor of the motion show of hands. Opposed like sign.  
16 Show the motion carries unanimously.

17 We're going to move on now to item number 5(d),  
18 2021-065, an Ordinance to amend Ordinance #99-004, the  
19 Anderson County Zoning Ordinance, as adopted July 20,  
20 1999, by amending the Anderson County Official Zoning Map  
21 to rezone +/- 29.01 acres from C-1 (Commercial District)  
22 to R-M1 (Mixed Residential District) on a parcel of land,  
23 identified as 29.01 acres on Highway 81 N in the Hopewell  
24 Precinct shown in Deed Book 11963 page 00015. The parcel  
25 is further identified as TMS #145-00-06-001. Be in  
26 District 7's district. Do we have a motion on the floor?

27 CINDY WILSON: So moved.

28 TOMMY DUNN: Motion Ms. Wilson.

29 Makes a motion to move forward. Do we have a second.

30 GLENN DAVIS: Second.

31 TOMMY DUNN: Second Mr. Glenn

32 Davis. Any discussion?

33 CINDY WILSON: May I very quickly  
34 point out that this particular rezoning request went  
35 through a very comprehensive effort on the community's  
36 part, the Planning Department's part and the developer's  
37 part, and they've come to a very -- I think a very good  
38 solution and it should be a very good project that  
39 everybody should be pleased with. It was a nice  
40 conclusion to a difficult situation. Thank you.

41 TOMMY DUNN: Thank you. Anyone  
42 else? All in favor of the motion show of hands. Opposed  
43 like sign. Show the motion carries unanimously.

44 We're going to move on to 5(e), 2021-067, an  
45 Ordinance authorizing (1) The execution and delivery of a  
46 fee in lieu of tax and incentive agreement by and between  
47 Anderson County, South Carolina (the "County") and Dodge  
48 Mechanical Power Transmission Company Inc., a company  
49 previously identified as Project Stingray, acting for  
50 itself, one or more affiliates, and/or other project

1 sponsors (the "Company"), pursuant to which the County  
2 shall covenant to accept certain negotiated fees in lieu  
3 of ad valorem taxes with respect to the expansion of  
4 certain facilities in the County (collectively, the  
5 "Expansion Project"); (2) The benefits of a multi-county  
6 industrial or business park to be made available to the  
7 company and to expansion project and the distribution of  
8 revenues generated from the expansion project within the  
9 County; (3) Certain special source revenue credits in  
10 connection with the expansion project; and (4) other  
11 matters relating thereto.

12 This is, again, as I said earlier, this is a project  
13 that was called Project Stingray. It's in the Belton  
14 area. Investment of at least eight million dollars. Six  
15 percent fee in lieu of for thirty years. SSRC of forty  
16 percent for the first fifteen years.

17 This will be a public hearing. Anyone wishing to  
18 speak to this matter, please step forward and state your  
19 name and district for the record and address the chair,  
20 please. Public hearing. Anyone at all? Seeing and  
21 hearing none, the public hearing will be closed. Do we  
22 have a motion to put this on the floor?

23 RAY GRAHAM: So moved.

24 CINDY WILSON: Second.

25 TOMMY DUNN: Motion Mr. Graham;  
26 second Ms. Wilson. Now any discussion?

27 CINDY WILSON: May I quickly point  
28 out that this is an industry of longstanding and it's  
29 changed hands. It's been a real God-send to that  
30 community. And it was in peril of moving to Arkansas.  
31 And the Plant Manager and our Economic Development people  
32 all worked together and we're very pleased that they were  
33 able to save the plant ---

34 TOMMY DUNN: Yes, ma'am, we are.

35 CINDY WILSON: --- and expanding.

36 TOMMY DUNN: Anyone else? All in  
37 favor of the motion show of hands. Opposed like sign.  
38 Show the motion carries unanimously.

39 This will be going to item f, 2021-068, an Ordinance  
40 authorizing (1) the conversion and re-documentation of  
41 that certain lease agreement between Anderson County,  
42 South Carolina (the "County") and Dodge Mechanical Power  
43 Transmission Company Inc., a company previously identified  
44 as Project Stingray (as successor in interest to ABB  
45 Motors And Mechanical INC. by assignment), acting for  
46 itself, one or more affiliates, and/or other project  
47 sponsors, including all incentive arrangements set forth  
48 therein, pertaining to certain existing facilities located  
49 within the County; (2) the execution and delivery of one  
50 or more agreements, instruments, and other documents in

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1 connection with such conversion and re-documentation; and  
2 (3) other matters relating thereto.

3 This goes along with the last project we just talked  
4 about. We will have a public hearing on this. Anyone  
5 wishing to speak to this matter, please step forward and  
6 state your name and district for the record, please.  
7 Public hearing. Anyone at all? Seeing and hearing none,  
8 the public hearing will be closed. Do we have a motion to  
9 move this forward?

10 RAY GRAHAM: So moved.

11 CINDY WILSON: Second.

12 TOMMY DUNN: Motion Mr. Graham;

13 second Ms. Wilson. Any discussion? All in favor of the  
14 motion show of hands. Opposed like sign. Show the motion  
15 carries unanimously.

16 Going to be going on now to item number 6(a), second  
17 reading, 2021-072, an Ordinance authorizing the execution  
18 of an infrastructure credit agreement among Anderson  
19 County, Fair Street Partners LLC, and the City of  
20 Anderson, South Carolina; and other related matters. This  
21 is Project ChemTex. Do we have a motion to put this on  
22 --- huh? I'm sorry. (g), 5(g). I'm sorry. I apologize.

23 5(g), 2021-070, an Ordinance authorizing the transfer  
24 of real property located at 29 McAlister Street,  
25 Williamston, South Carolina (TMS #245-18-01-035) to the  
26 Town of Williamston; and other matters related thereto.  
27 This will be a public hearing. Anyone wishing to speak to  
28 this matter, please step forward and state your name and  
29 district for the record, please. Hearing and seeing none,  
30 the public hearing will be closed. Do we have a motion to  
31 move this forward?

32 CINDY WILSON: So moved.

33 RAY GRAHAM: Second.

34 TOMMY DUNN: Motion Ms. Wilson;

35 second by Mr. Graham. Any discussion? I'd just like to  
36 say hopefully they'll take this -- Williamston has asked  
37 for this. Hopefully this will be them -- they've got some  
38 deals. Hopefully something will move into this to get  
39 some stuff back on the tax books for us and them.

40 CINDY WILSON: They're planning on  
41 cleaning it up. It's a mess. Thank you.

42 TOMMY DUNN: Yep. Thank you.

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

45 Now moving on to 5(h), 2021-071, an Ordinance  
46 authorizing the execution and delivery of an agreement by  
47 and between Anderson County, South Carolina and Plastic  
48 Omnium Auto Inergy (USA) LLC, with respect to certain  
49 economic development property in the County, whereby such  
50 property will be subject to certain payments in lieu of

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1 taxes, including provision of certain special source  
2 credits; and other matters related thereto.

3 Do we have a motion -- this is a public hearing. I'm  
4 sorry. We'll go into a public hearing. Anyone wishing to  
5 speak to this matter, please state your name and district  
6 for the record. Address the chair. Anyone at all?  
7 Seeing and hearing none, the public hearing will be  
8 closed. Do we have a motion to move this forward?

9 CINDY WILSON: So moved.  
10 TOMMY DUNN: Motion Ms. Wilson. Do  
11 we have a second? Mr. Glenn Davis. Any discussion? All  
12 in favor of the motion show of hands. Opposed like sign.  
13 Show the motion carries unanimously.

14 Now we'll move on to 6(a). This is 2021-072, an  
15 Ordinance authorizing the execution of an infrastructure  
16 credit agreement among Anderson County, Fair Street  
17 Partners LLC, and the City of Anderson, South Carolina;  
18 and other related matters. Project ChemTex. Do we have a  
19 motion to put this on the floor?

20 JOHN WRIGHT: So moved.  
21 TOMMY DUNN: Have a motion to put  
22 on the floor by Mr. Wright. Do we have a second?

23 RAY GRAHAM: Second.  
24 TOMMY DUNN: Second Mr. Graham.  
25 Now discussion. Mr. Wright, would you like to ---

26 JOHN WRIGHT: Yes, sir. Just a  
27 couple of things I want to point out here that in our last  
28 meeting we discussed having the city go back and check on  
29 a couple of things and further negotiate, which they've  
30 been able to do to reduce this from a twenty year fee in  
31 lieu agreement down to fifteen years. And also a fee to  
32 be paid in the amount of two hundred and fifty thousand  
33 dollars from the developer. That should be outlined in  
34 our packets. I just wanted to highlight those two things  
35 to kind of help from the county and city's standpoint.

36 TOMMY DUNN: Anyone else? I just  
37 want to say, Mr. Wright, I appreciate you taking lead on  
38 this and working with this. I think this is going to be  
39 right -- a good project, not just for the city, but for  
40 the county and help that area tremendously. And I think  
41 spread it on out and help to do more. So be looking  
42 forward to this. Glad to see the city's expansion and  
43 revitalization is moving off of Main Street.

44 JOHN WRIGHT: That's right.  
45 TOMMY DUNN: Off of Main Street and  
46 getting back. Anyone else? All in favor of the motion  
47 show of hands. Opposed like sign. Show the motion  
48 carries unanimously.

49 Now we're going to move on to 6(b), 2021-073, an  
50 Ordinance to develop a joint industrial/business park in

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1 conjunction with Oconee County, such industrial/business  
2 park to be geographically located in Anderson County and  
3 established pursuant to Sec. 4-1-170 of the Code of Laws  
4 of South Carolina, 1976, as amended; to provide for a  
5 written agreement with Oconee County to provide for the  
6 expenses of the park, the percentage of revenue  
7 application, and the distribution of fees in lieu of ad  
8 valorem taxation; and other matters related thereto.

9 Do we have a motion to move this forward?

10 CINDY WILSON: So moved.

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

13 JOHN WRIGHT: Second.

14 TOMMY DUNN: Second Mr. Wright.

15 Any discussion? Seeing and hearing, all in favor of the  
16 motion show of hands. Opposed like sign. Show the motion  
17 carries unanimously.

18 We're going to move on now to item number 8(a),  
19 resolutions. This is Resolution 8(a), R2021-063, a  
20 Resolution expressing intent to cease County maintenance  
21 on and to authorize County consent to judicial abandonment  
22 and closure of a portion of W. Moore Street designated as  
23 C-15-0089A, from W. Shockley Ferry Road, US 29 to S.  
24 Murray Avenue, SC 81; and other matters related thereto.

25 Mr. Burns, do you want to shed any light on this?

26 This is in District 2, if you've got any ---

27 RUSTY BURNS: We discussed this with  
28 Mr. Davis. He had no problem.

29 TOMMY DUNN: Okay. I guess nobody  
30 has come up and ---

31 GLENN DAVIS: May I, Mr. ---

32 TOMMY DUNN: Yes, sir.

33 GLENN DAVIS: I went and looked at  
34 the property and I don't see any problems with it. And I  
35 talked with Mr. Harmon about it. It's a go.

36 TOMMY DUNN: Okay. Do you make  
37 that in the form of a motion, Mr. Davis?

38 GLENN DAVIS: I will. I'll put it  
39 in the form of a motion that we move forward with that.

40 TOMMY DUNN: Mr. Glenn Davis puts  
41 that in the form of a motion. Do I have a second?

42 BRETT SANDERS: Second.

43 CINDY WILSON: Second.

44 TOMMY DUNN: Second Mr. Sanders.

45 Any discussion? I'd just like to add, and correct me if  
46 I'm wrong, just for the record, that you know, we can't  
47 close roads. All we can do it pull away from it and a  
48 judge has to do that.

49 RUSTY BURNS: Yes, sir.

50 GLENN DAVIS: Right.

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

4 We're going to move on now to item number 9,  
5 discussion of county council action on software for the  
6 data bridge between Anderson County 911 and EMS provider.  
7 Mr. Graham.

8 RAY GRAHAM: Thank you, Mr.  
9 Chairman. This is basically a project we've been working  
10 on for quite sometime. Actually even before we started  
11 implementing the new EMS system. Each one of our council  
12 members should have a sheet of paper with a motion and  
13 it's got the numbers on it. I apologize that you guys are  
14 just getting them final numbers today. Mark has been  
15 working with this group since Friday, since we've kind of  
16 basically worked out this agreement that I'm fixing to ask  
17 for you guys' approval on. And basically trying to  
18 negotiate these numbers down. He was able to negotiate it  
19 down, saving us about sixteen, eighteen thousand dollars,  
20 I think. And the final cost is going to be forty-nine  
21 thousand as far as the county's portion.

22 Basically what this is going to do -- and there's so  
23 many people that's been involved in this. I know Becky  
24 with Dispatch System, the Sheriff, Mark Williams, Steve  
25 Kelly, and also Priority MedShore Ambulance Service is as  
26 well. And basically in a nutshell what this does, they  
27 operate off of a ZOLL system, which is basically how they  
28 enter every bit of the documentation; anything from the  
29 call coming in, the unit being dispatched. They actually  
30 use it for their billing system; the whole nine yards.  
31 And then we have our CAD system that we ungraded last  
32 year, I think it was, maybe a little bit prior to that.  
33 And basically we've got to link these two together.

34 As you guys know, we've been trying to get a system  
35 where we could basically get these numbers generated on a  
36 quick month-to-month basis showing, you know, where we're  
37 at in compliance, where we're not in compliance.

38 Basically the quicker we can get those numbers back, the  
39 quicker we can make adjustments to get our system better.  
40 And we are continually operating this daily as far as  
41 improving this system. And we have come so far with it.

42 But I put this in the form of a motion. And  
43 basically what this is going to do is to allow these two  
44 systems to talk back and forth. The original system that  
45 MedShore was wanting to do, they were going to pay for.  
46 And the only thing is, is it would only serve where  
47 basically our system would talk to theirs. However, what  
48 they put in, it wouldn't come back to us. So we still  
49 wasn't really getting the actual documentation we needed.  
50 So with that being said, I make a motion to share an

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1 initial one-time cost up to fifty percent of the software  
2 by Central Square Technologies to create a two-way  
3 integration between Anderson County 911 and MedShore  
4 Ambulance Service to provide for CAD to CAD communication  
5 between the county EMS Department and MedShore Ambulance  
6 Service.

7 Basically this is going to allow our system to talk  
8 to their ZOLL system and communicate back and forth.  
9 Right now we are literally putting manpower from our  
10 staffing and also Priority putting manpower from their  
11 staffing and almost double work in a sense. The total  
12 cost of this integration right now that Mark has been able  
13 to negotiate down is ninety-eight thousand dollars eight  
14 hundred fifty-three and ninety cents. Anderson County's  
15 portion is forty-nine thousand four hundred twenty-six  
16 ninety-five. And actually Priority MedShore would be the  
17 same thing. The yearly renewal cost, just like any other  
18 software to get your updates and all that is twenty-seven  
19 thousand dollars, which would be due a year from the  
20 initial install date.

21 Right now, if we approve this tonight, they're  
22 guaranteeing us that they'll have this system up and  
23 running by early July. However, with Mark talking back  
24 and forth and dealing with them, our goal was to basically  
25 have it implemented within the next three months.  
26 However, until we actually sign the finalized -- basically  
27 finalize the contract, they can't really put us on a  
28 schedule. That's what it amounts to.

29 But just so Council knows, this also comes with a  
30 recommendation from Dispatch, from our EMS Division, Steve  
31 Kelly and Don and Jon Caime and them and also through  
32 Priority. The forty-nine thousand dollars that we're  
33 paying for, basically that's going to put the system into  
34 works on our system with dispatch. We will own that. I  
35 mean it's not like we're putting money into their system.  
36 The money they're putting in is basically in their system,  
37 but again, it's going to allow the two systems to talk  
38 back and forth.

39 I hope I haven't confused you, but this has been a  
40 lot of work going on behind the scene this past week  
41 trying to get all this stuff finalized where we could  
42 truly have a presentation to Council. But in a nutshell,  
43 this is going to cost us forty-nine thousand four hundred  
44 and twenty-six dollars and ninety-five cents. I put this  
45 in the form of a motion and ask for y'all's support.

46 CINDY WILSON: Second.  
47 TOMMY DUNN: Motion Mr. Graham;  
48 second by Ms. Wilson. Any discussion?  
49 CINDY WILSON: May I have a quick  
50 question?

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1 TOMMY DUNN: Yes, ma'am.  
2 CINDY WILSON: Are we allowed to use  
3 funds from the E911 tariff to pay for this?  
4 TOMMY DUNN: Ms. Davis. These  
5 funds will be coming out of our EMS ---  
6 RITA DAVIS: No, sir, we're looking  
7 for our E911.  
8 TOMMY DUNN: That's what Ms. Wilson  
9 just asked for.  
10 RITA DAVIS: I'm ninety-five  
11 percent certain (inaudible) from the state that we'll get  
12 eighty percent reimbursed.  
13 CINDY WILSON: Okay.  
14 TOMMY DUNN: That's great.  
15 RITA DAVIS: We'll only out about  
16 ten thousand out of our E911 fund and about thirty-nine  
17 thousand back from the state.  
18 TOMMY DUNN: But what money that  
19 does come out will be coming out of our ---  
20 RITA DAVIS: E911.  
21 TOMMY DUNN: Yeah. But the rest of  
22 it -- to make up for that, the rest of it will be coming  
23 out of our general fund; this will be coming out of our  
24 EMS thing? Right?  
25 RITA DAVIS: The renewal software?  
26 TOMMY DUNN: No, I'm talking about  
27 the ten thousand dollars we've got to make up. It's not  
28 going to be reimbursed a hundred percent; right?  
29 RITA DAVIS: That is correct. That  
30 ninety-eight hundred dollars will be coming out of the  
31 E911 funds; not general funds.  
32 TOMMY DUNN: That's right. And  
33 this is -- Mr. Chairman, Mr. Graham, Chairman of EMS  
34 thing, if something were to happen and we go with another  
35 EMS provider, this will work -- this ain't locked into  
36 nobody else?  
37 RAY GRAHAM: Absolutely. This is  
38 our software that we're purchasing, our upgrade to our  
39 system, again, that we're purchasing. And again, I know  
40 we didn't get a Public Safety meeting together on this  
41 because we were trying to get everything worked up,  
42 because we was trying -- basically the quicker we can get  
43 an okay on this the quicker Mark can get it set up to  
44 hopefully get it installed.  
45 But with that being said, again, Becky Carter who is  
46 Director of our Dispatch System, she supports this a  
47 hundred percent. Again, EMS staff, they support it a  
48 hundred percent. Sheriff McBride, I spoke to him against  
49 yesterday. Again, he fully supports this. Honestly, the  
50 ones that's on Public Safety and also Council, we all know

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1 we've still got one low-hanging fruit. This is it. This  
2 is where we're going to get our data and get it in an  
3 efficient time that we can -- basically when we have an  
4 issue we can get it corrected immediately. So I mean this  
5 is really the last thing that's kind of hindering us, I  
6 guess, per se, on our EMS program. I know there's a lot  
7 of speculation, a lot of pros and cons initially, but it  
8 has come so far since we implemented this new system. And  
9 this here is truly going to knock it out of the park and  
10 kind of finalize some of our issues that we are still  
11 having.

12 TOMMY DUNN: But this is something,  
13 though, -- I just want to be clear for everybody -- this  
14 is something that is going to improve our system.

15 RAY GRAHAM: Absolutely.

16 TOMMY DUNN: Not only for our  
17 dispatches but our citizens of Anderson County. And this  
18 is something that really needs to be done whether we went  
19 with another system or not.

20 RAY GRAHAM: Again, this was in the  
21 works I know probably two years ago, year and a half ago,  
22 when we first implemented with the new CAD system. We  
23 know there was a problem with this. The CAD system is set  
24 up, really more designed around law enforcement. This  
25 here is the EMS portion of it that basically puts that  
26 link in there and allows dispatches to do what they need  
27 to do without killing them and putting double work on  
28 them. Our staff has been absolutely burdened with having  
29 to put all this extra communication in here. This here is  
30 going to fix that. So it's definitely an investment for  
31 our system.

32 TOMMY DUNN: Thank you. Anyone  
33 else? Mr. Sanders.

34 BRETT SANDERS: Mr. Graham?

35 RAY GRAHAM: Yes, sir.

36 BRETT SANDERS: Are they actually  
37 manually entering to talk to each other? Is someone  
38 actually having to sit down ---

39 RAY GRAHAM: Right now to get -- to  
40 pretty much finalize the stuff -- I mean naturally they  
41 have to put information in. But the thing is, is when our  
42 EMS provider puts stuff on their side, we can't see it  
43 right now. We're having to go back and forth and  
44 communicate. They have to go back and put stuff in later,  
45 which allows errors. I mean it's just that simple. Where  
46 when these are able to talk and communicate with one  
47 another, it basically puts that line in between each other  
48 where once it's entered everybody sees it. And it's an  
49 instant operation.

50 BRETT SANDERS: On the software, is

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1 there a life span of the software that we're getting? I  
2 mean is it ---

3 RAY GRAHAM: It's not a life span.

4 BRETT SANDERS: Is it upgrade-able?

5 RAY GRAHAM: It is. And that's  
6 your twenty-four thousand. And you know, I talked with  
7 Mark about this. And I definitely rely a lot with him  
8 because he's over our IT. But in a nutshell, you know,  
9 you can choose not to have that annual upgrade or you can  
10 choose three years from now having to replace the system  
11 because it's out-of-date. So I mean it's dang if you do,  
12 dang if you don't. But when you put something in on a  
13 computer system, everyone knows this, you know, it's out-  
14 of-date almost immediately. So I mean they're continuing  
15 to upgrade. That there will allow them that every time an  
16 upgrade comes through, they send it through to our system  
17 and we stay updated on a regular basis.

18 BRETT SANDERS: Thank you, sir.

19 RAY GRAHAM: Thank y'all.

20 TOMMY DUNN: Anyone else? All in  
21 favor of the motion show of hands. Opposed like sign.  
22 Show the motion carries unanimously.

23 I want to thank Chairman Graham for his work on this  
24 and getting this through. I think it'll be a big help to  
25 us.

26 Moving on to item number 10, American Rescue Plan  
27 Act. This entails -- just some notes here before we make  
28 a motion. Congress passed into law the American Rescue  
29 Plan Act of 2021 on March 11, 2021, that's the economic  
30 stimulus bill in order to combat the effects of COVID.

31 The county was appropriated 39.3 million dollars  
32 under this Act and has received this money. County  
33 Council has approved thirty-one million dollars of this  
34 for funding to go toward needed sewer projects throughout  
35 the county. The Act also authorizes premium pay for  
36 essential workers since County Council deems all county  
37 employees of Anderson County to be essential. Council  
38 desires to compensate all employees with the ARPA funding  
39 to thank them for their dedicated selfless service during  
40 the pandemic. County operations continued even during the  
41 height of the crisis and new variants are being discovered  
42 even currently, and the county remains open for business.

43 Premium pay will not result in a tax increase. The  
44 county has already been awarded these funds. Other  
45 counties, I think there's about eight or nine counties  
46 that's already got in the works, have already approved  
47 doing certain things. This is something that I feel very  
48 strongly about. We had just a meeting the other morning  
49 at Anderson University and talked about essential  
50 employees, who's essential. Talked about keeping -- how

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1 the unemployment rate is and trying to find -- need to  
2 retain and keep the employees you've got first and  
3 foremost. And I think this will go a long way in doing  
4 that and a small taking our hats off to them.

5 And this is -- I make the motion we take the  
6 recommendations from staff and Mr. Burns, the  
7 administrator and his staff, Ms. Davis, ---

8 CINDY WILSON: I second.  
9 TOMMY DUNN: --- recommendations to  
10 implement this.

11 CINDY WILSON: Second.  
12 TOMMY DUNN: Second Ms. Wilson.

13 Now discussion.

14 CINDY WILSON: May I quickly point  
15 out ---

16 TOMMY DUNN: Ms. Wilson.

17 CINDY WILSON: --- Ms. Davis and I  
18 spoke earlier today, but our Solid Waste Department and  
19 the convenience centers were overrun, our law enforcement  
20 and Public Safety people, they all showed up. And offices  
21 that were open in spite of perceived dangers and a lot of  
22 them had to work many longer hours. So it seems  
23 appropriate.

24 TOMMY DUNN: Well, again, whether  
25 you agree or not, the money was appropriated, it's been  
26 sent to Anderson, we've got it. This is in those lines of  
27 doing it. And like I said, there's other -- I want to see  
28 Anderson County be a leader and not a follower and there's  
29 already -- I think out of the forty-six counties, I think  
30 you'll see more -- well over half of them will be doing  
31 something as it goes on. And like I said, there's already  
32 eight or nine. I want to see our employees taken care of.  
33 Mr. Sanders has said numerous times, you know, we need to  
34 take care of our most valuable asset, our employees. We  
35 need to take care of the ones we've got. And it takes  
36 time and money to go out and have to retrain new  
37 employees.

38 And as Ms. Wilson pointed out, as we was talking  
39 about this and discussing this and trying to do something  
40 another, and like I said, the meeting the other morning at  
41 Anderson University, the breakfast they had out there  
42 reiterated a lot of my thoughts. Number one, who's  
43 essential and who ain't? As you pointed out, during the  
44 first, very first thing of COVID our landfills was overrun  
45 because people were staying at home, they was cleaning up,  
46 trash and things, and our workers at the landfills were on  
47 the front lines. They was meeting more people probably  
48 than any other county employees as they went back and  
49 everything. And Lord knows about our emergency personnel.  
50 And our Road Department. I mean, the list goes on and on

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1 what our employees has done and we've got some good ones  
2 and want to keep them. And I think this is a way to do  
3 that.

4 And this money is not -- you know, we might have to  
5 -- me and Mr. Burns reiterated, you know, maybe one or two  
6 sewer projects that's on down the line anyway. We can't  
7 do but so many. But by the time they come up he will be  
8 able to, I think, get the funding back through grants.  
9 And I'll put Mr. Burns' track record up on getting grants  
10 against anybody with what he's done for Anderson County  
11 and money he's brought home. Ms. Wilson.

12 CINDY WILSON: Mr. Chairman, another  
13 aspect of this is our county has done such a good job and  
14 our citizens and everything, we've down to a 2.8 percent  
15 unemployment rate. And good workers are hard to find.  
16 And there's strong competition for them.

17 TOMMY DUNN: If you look at that  
18 unemployment, it's 2.6, it's really not 2.6, it's lower  
19 than that. They went through this the other morning at  
20 the breakfast. When you start looking at the ones that's  
21 not looking for work, the ones that's left early for  
22 retirement, what not, and don't want to be trained, we're  
23 down probably, I think he said, Brett, about 1.6?

24 JOHN WRIGHT: 1.6, something like  
25 that.

26 TOMMY DUNN: We need to keep the  
27 ones we've got. Mr. Graham did you have anything?

28 RAY GRAHAM: Basically I was going  
29 to reiterate what you guys were saying. But I mean, it's  
30 -- in a nutshell, every associate we have that works for  
31 Anderson County, they chose one path in life and that was  
32 to be a public servant. And you can look at it that way  
33 or you don't have to. But in a nutshell, that's what they  
34 are. They're a public servant. Whether it's Mr. Burns as  
35 the administrator, whether it's the staff that works on  
36 Road and Bridges, the Sheriff's Department, our EMS  
37 Division, again Roads and Bridges. I mean the list just  
38 goes on and on and on. They chose to be a public servant.  
39 And during the time that there were so many families that  
40 was having to be out of, you know, out of work or just  
41 going back and forth to work, trying to stay out of the  
42 limelight as far as with the peak of COVID, nobody really  
43 knowing what was going to take place. We, as a county,  
44 our associates as a county, had to continue to work on a  
45 daily basis and ensure that our trash was taken care of,  
46 our roads and bridges was taken care of. I mean, again,  
47 just the day to day operations was still being taken care  
48 of. So it's just a small gesture. I know we can't show  
49 it enough, but I think our full Council has shown that our  
50 number one asset in Anderson County is our employees.

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1           And I mean, we say that on a regular basis, but we  
2 truly mean it. I know we've got some in here tonight, but  
3 I mean, guys, I cannot thank each and every one of you  
4 enough for the work that you do, the time that you take  
5 away from your family. You know, because when things are  
6 hitting the fan, you're normally there. You know, whether  
7 it's a bridge out, whether it's an incident with the  
8 Sheriff's Department, you guys are out having to get up  
9 from supper, leave your families, whatever the case might  
10 be, but you're here serving the county. You're here  
11 serving every citizens in Anderson County.

12           And I definitely thank you for everything you do.  
13 It's just a small gesture. But Mr. Chairman, I definitely  
14 think this is a great thing. I just came back from the  
15 Association of County meetings and I spoke to several  
16 other counties, naturally down there while were mingling  
17 and talking, and other counties is doing the same thing.  
18 It's just an opportunity for them to show their  
19 appreciation to their employees, as well. So I think  
20 we're definitely leading a good path here, and I think  
21 it's definitely something that needed to be done.

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

26           We're going to move on to item number 11 now, bid  
27 approval, Project number 21-040, the Green Pond  
28 amphitheater. Mr. Burns? Or Ms. Davis.

29           RITA DAVIS:                           Yes, sir. The  
30 contractor Belk Company is just asking for Council's  
31 approval (not speaking into mic).

32           TOMMY DUNN:                           And everybody --  
33 that's standard procedure. And everybody, as far as us,  
34 is signed off on it. The work's been done and they're  
35 good with it to get their retainage down. It's standard  
36 operating procedure with state contracts and the county  
37 when it get down to a certain percentage where they can  
38 get their money.

39           RITA DAVIS:                           Yes, sir.

40           TOMMY DUNN:                           Do we have a motion to  
41 move this forward?

42           BRETT SANDERS:                       So moved.

43           CINDY WILSON:                         So moved.

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

48           We're going to move on now to item number 12,  
49 appointments. 12(a), start off with Mr. Davis. You got  
50 one, Mr. Davis, Board of Assessment and Appeals, District

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1 2?  
2 GLENN DAVIS: Yes, sir. Thank you,  
3 Mr. Chairman.  
4 TOMMY DUNN: Yes, sir.  
5 GLENN DAVIS: With the passing of a  
6 pillar of my district, Mr. Marvin Green, left a vacancy on  
7 the Board of Assessment and Appeals. And I'd like to make  
8 a motion to appoint to Mr. James Geer who is in the  
9 audience, to that position.  
10 TOMMY DUNN: We have a motion. Do  
11 we have a second?  
12 BRETT SANDERS: Second.  
13 CINDY WILSON: Second.  
14 TOMMY DUNN: Second Mr. Sanders.  
15 Any discussion? All in favor of the motion show of hands.  
16 Opposed like sign. Show the motion carries unanimously.  
17 Welcome aboard. We appreciate you being willing to  
18 do this for Mr. Davis, District 2.  
19 BRETT SANDERS: Does he know what he's  
20 getting into?  
21 GLENN DAVIS: Don't tell him that.  
22 TOMMY DUNN: We've going to move on  
23 now. Do we have a motion to go into executive session for  
24 receipt of legal advice covered by attorney/client  
25 privilege regarding mediation of Falcon Development's  
26 appeal of two Planning Commission decisions. Also receipt  
27 of legal advice covered by attorney/client privilege  
28 regarding the resolution of intellect property matter of  
29 Anderson County. Do we have a motion?  
30 CINDY WILSON: So moved.  
31 RAY GRAHAM: So moved.  
32 TOMMY DUNN: Motion Mr. Graham;  
33 second Ms. Wilson. Take note that there will not be no  
34 voted taken. When we come out, it'll be done when we come  
35 out in open session. All in favor of the motion show of  
36 hands. Opposed like sign. Show the motion carries  
37 unanimously. We'll go right back here.  
38 **EXECUTIVE SESSION**  
39 CINDY WILSON: May I make a motion  
40 that we come out of executive session, having received  
41 legal advice covered by attorney/client privilege  
42 regarding mediation of Falcon Development's appeal of two  
43 Planning Commission decisions. And receipt of legal  
44 advice covered by attorney/client privilege regarding  
45 resolution of intellectual property matter, with no action  
46 taken.  
47 TOMMY DUNN: We have a motion Ms.  
48 Wilson. Do we have a second?  
49 JIMMY DAVIS: Second.  
50 TOMMY DUNN: Second Mr. Davis, Mr.

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1 Jimmy Davis. All in favor of the motion show of hands.  
2 Opposed like sign. Show the motion carries unanimously.  
3 Do we have a motion?

4 JOHN WRIGHT: Mr. Chairman, I'd like  
5 to make a motion to approve the resolution of a lawsuit  
6 involving Joseph Beeson, the website  
7 AndersonCountyPlanningCommission.com, as discussed in  
8 executive session, and authorize the County Administrator  
9 to execute any documents necessary for the resolution of  
10 this matter.

11 CINDY WILSON: Second.

12 TOMMY DUNN: Have a motion by Mr.  
13 Wright; and second Ms. Wilson. Any discussion?

14 I just want to say for the record, this is something  
15 that went on, on the internet, and it shouldn't have  
16 happened. Unfortunately we can't get no money, but  
17 they've owned up to what they done. And it's a settlement  
18 for their disclaimers, and it's a win/win for Anderson  
19 County on that end. Anything else.

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

22 Secondly, Mr. Davis, Mr. Jimmy Davis.

23 JIMMY DAVIS: Thank you, Mr. Chair.  
24 I make a motion to deny the mediated settlement agreement  
25 in the Falcon Development appeal of two subdivision  
26 denials by the Planning Commission, and redesign as  
27 conservation subdivisions, presented to County Council in  
28 executive session.

29 TOMMY DUNN: I second that motion.  
30 Open the floor up for discussion.

31 We'll take about a five minute break.

32 **BREAK**

33 **WAS INFORMED THAT THE REST OF THIS MEETING**  
34 **WAS NOT RECORDED**

35

**MEETING ADJOURNED AT APPROXIMATELY 8:09 P.M.**

State of South Carolina    )  
County of           Anderson    )

ANDERSON COUNTY COUNCIL  
SPECIAL CALLED  
COUNTY COUNCIL MEETING  
DECEMBER 9, 2021

IN ATTENDANCE:  
TOMMY DUNN, CHAIRMAN  
GLENN DAVIS  
RAY GRAHAM  
JIMMY DAVIS  
BRETT SANDERS  
JOHN WRIGHT  
CINDY WILSON

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
RENEE WATTS  
JANIE TURMON

1 TOMMY DUNN: I'd like to  
2 call this special council meeting to order. Some  
3 opening remarks. We're not here tonight to vote on  
4 anything. We're here to take some information from  
5 School District One on impact fees. And I think there  
6 are some folks here from the Home Builders Association  
7 and Realtor's Association that might want to talk, too.  
8 I want to welcome everybody here and thank everybody  
9 for taking time out tonight on the holiday season to  
10 come. We're on County Council and this is the Planning  
11 Commission right over here. I want to thank them for  
12 taking time, and staff, to be here, too. There will be  
13 a time when y'all give y'all's presentations, what not,  
14 afterwards there will be time for questions for County  
15 Council or Planning Commission.

16 As y'all well know this has to go before the  
17 Planning Commission before it comes to County Council,  
18 and if they turn it down, it don't make it to us.

19 At this time, before we start off, I'm going to ask  
20 Councilman Vice Chairman Brett Sanders if he'll lead us  
21 in the invocation and pledge of allegiance. If we'll  
22 all rise, please.

23 **INVOCATION AND PLEDGE OF ALLEGIANCE BY BRETT SANDERS**

24 TOMMY DUNN: One other  
25 thing. I think all Council members are here but  
26 Councilman Wright. This meeting, as y'all know, was a  
27 little bit short notice. Councilman Wright had a prior  
28 engagement is the reason he's not here. He's not that  
29 he's not interested. He's very interested in this  
30 topic.

31 At this time I would like to welcome School  
32 District One and their superintendent Dr. Binnicker, if  
33 he'll step forward and talk. And Mr. Burns will help  
34 him out, get him straightened out what he needs.

35 ROBBIE BINNICKER: Thank you,  
36 Chairman Dunn. I really appreciate you and Councilman  
37 Davis and the rest of the Council members allowing us  
38 an opportunity to speak tonight and provide a little  
39 bit of information about the resolution that our school  
40 board passed during our November meeting.

41 To begin with -- and I'd certainly like to thank  
42 County Council, as well as the Planning Commission, as  
43 well, for being here.

44 I'd like to introduce my school board members that  
45 are here, if I could. Ms. Nancy Upton is our Chair.  
46 Mr. Mike Wilson is a member of our school board, as  
47 well as Ms. Melissa Hood. Mr. Upton actually serves on  
48 the county school board, and I really appreciate him  
49 being here, as well. So thank y'all very much.

50 And at this time I'm going to ask our Chairwoman,

1 Ms. Upton, to say just a few words.

2 TOMMY DUNN: Okay. Thank  
3 you.

4 NANCY UPTON: Ladies and  
5 gentlemen, we appreciate you hearing the Anderson  
6 School District One impact fee request. I am a  
7 lifelong resident of Anderson County and School  
8 District One. As you know from presentations to our  
9 Planning Commission and County Council, District One is  
10 a primary target for residential development because of  
11 its proximity to local business development areas.

12 New businesses need employees and new employees  
13 need a place to live. They also need adequate  
14 facilities for educating their children. This is the  
15 primary focus of our request. Act 388 severely  
16 restricted the ability of a school district to increase  
17 millage to meet rapid growth. Taxpayers living in a  
18 district have paid for the facilities to educate their  
19 children. They should not be asked to bear the burden  
20 of additional facilities to service an increasing  
21 population.

22 No parent ever has to pay the total cost of  
23 educating a child. They should not ever have to.  
24 School infrastructure has a life cycle of approximately  
25 sixty years. The initial cost of the infrastructure is  
26 the burden that needs to be faced. Our schools may  
27 last a long time, but we cannot stretch and expand them  
28 like a rubber band to serve more students. You cannot  
29 put fifteen hundred students in a one-thousand student  
30 school and expect their needs to be met.

31 As more houses are built the population increases  
32 so the public needs revenue to pay for infrastructure  
33 expansion beyond our present buildings.

34 I appreciate your patience. And I now would like  
35 to introduce Mr. Mike Wilson, who is one of our board  
36 members, and he will speak to you.

37 MIKE WILSON: Mike Wilson,  
38 school board, Anderson District One. I'm a resident of  
39 131 Kingsland Way, Piedmont, South Carolina.

40 Members of County Council, Mr. Chairman, thank you  
41 for all you do. I know this is not easy work. We're  
42 elected officials. We do it because we love, you know,  
43 our school children and the community we live in. I  
44 know you do so much for our county. I've had the  
45 privilege of traveling the southeast this year with my  
46 son to watch him play college football and I haven't  
47 come upon a place yet that I would rather live than  
48 Anderson County. And it's -- we have so many places to  
49 work. We have Ryobi, we have Arthrex, with their brand  
50 new buildings that look fantastic. I would be proud to

1 show them to anybody in the country. We have the boat  
2 landing at Hartwell Lake and we have the kayak launch  
3 up there in our neighborhood. Just so many good things  
4 are happening in our county. And I brag about it  
5 wherever I go. And I tell my wife, I say, there's no  
6 better -- we've got it going on in Anderson County.

7 There's so much growth that is happening all around  
8 this county and especially up in the upper corridor  
9 where we live near Greenville, it's truly exploding. I  
10 know the Planning Commission, you hear these requests  
11 for homes to be built in our neck of the woods. And  
12 thank you for the work you do, too, because I know  
13 that's not an easy job.

14 So it's just exploding. And we want to do what's  
15 best for our community. We want it to still be a place  
16 where people want to come work, live and play. I think  
17 one of the things that people look for in a community  
18 is how good are the schools? And we're blessed in  
19 Anderson County to have five really good school  
20 districts. But we have an explosive growth in Anderson  
21 One. So how do we address that? How do we find ways  
22 -- the pressures that people moving here are putting on  
23 the infrastructure are enormous. And we felt that we  
24 ought to look into this. As part of being an elected  
25 official, you should look doing your due diligence on  
26 how you're going to meet the needs of growth.

27 I'm fifty-five. All but fifteen of my years I've  
28 lived in Anderson County. I was born in L.A., Lower  
29 Anderson, Starr/Iva, and I'm a proud Crescent High  
30 graduate. And I live in Powdersville now, or Piedmont.  
31 And my fifteen years working with Duke Energy in  
32 Charlotte, one of my jobs was to do an impact. Well,  
33 basically it's the same type thing we're doing here.  
34 We had to file with the Utility Commission every year a  
35 load growth study. So we had to look out for twenty  
36 years what the demand for electricity was going to be  
37 in the Carolinas. We had economists, we looked at  
38 housing growth, business growth. And we had to say,  
39 how are we going to meet this demand for electricity?  
40 Are we going to buy more? Are we going to encourage  
41 people to use less of it? Are we going to build more  
42 new generation.

43 So if you have to build new generation, you need  
44 certain lead times. You just can't build a power plant  
45 in three years. But what this study has done I think  
46 is showing us that we're reaching that red zone in  
47 Anderson One where we're either going to have to get  
48 portables or we're going to need some way that we're  
49 going to have to start pretty soon at looking at how  
50 we're going to meet the demand of all these people

1 moving here. It's a blessing and it's a blessing we  
2 want to work with. And we're excited about the growth.  
3 But at the same time we want those schools still to be  
4 fantastic places that you want to come and show off in  
5 our community and across the county.

6 You know, one way you could do, you could do it on  
7 a bond. But a bond affects every homeowner. An impact  
8 fee is basically the lesser of that; it's impacting  
9 just those who are making the impact upon the  
10 infrastructure. So we feel that is a fairer way to go  
11 about meeting the load growth -- going back to my  
12 utility days -- the growth of students in our wonderful  
13 school district.

14 I think I've exceeded my time, but thank you for  
15 listening. This is a very good study. It's full of  
16 good data. And Mr. Binnicker, I would not be doing my  
17 job to say we're truly blessed to have you. He is one  
18 of the more visionary leaders in all of South Carolina  
19 in what he does. But we don't do anything without  
20 doing our due diligence. So I want to make sure we  
21 have all the facts. And I want to make sure the  
22 community has the facts. And that's what we're here to  
23 do today, is to understand the data behind this  
24 recommendation.

25 ROBBIE BINNICKER: Thank you, Mr.  
26 Wilson, Ms. Upton, thank you very much.

27 What I would like to do is to start with the  
28 presentation and kind of give you a little background  
29 as to how to get to this point in Anderson One.

30 The first slide really talks about ---

31 TOMMY DUNN: Excuse me just  
32 one second. Can y'all see all right; the screen?  
33 Okay. I wanted to make sure y'all can see. Y'all  
34 good? Okay. Sorry. Go ahead.

35 ROBBIE BINNICKER: And all of you  
36 should have a folder and inside that folder is the  
37 actual presentation that I'm going over now. Then you  
38 have the actual resolution that the school board  
39 passed. You've got a little information sheet behind  
40 that. And then finally you have the actual study, the  
41 nuts and bolts as to how these numbers were actually  
42 calculated.

43 As you heard Ms. Upton and Mr. Wilson say, Anderson  
44 One is a growing school district. We average about a  
45 hundred to three hundred new students per year. This  
46 past year we grew almost five hundred students. Now  
47 that's an anomaly and we wouldn't typically grow that  
48 big. But that's what we're facing. This is one of  
49 those situations where we believe -- we get calls on a  
50 very frequent basis, I mean all the time at our

1 district office, how do I get my kid into Anderson One?  
2 How do I keep my kid in Anderson One? Well, the answer  
3 to that is pretty short. It is, well, you've got to  
4 live in Anderson One. And then we hear all the --  
5 well, I can't find a house. You know, I can't find a  
6 place to rent. I can't -- you know, I can't do that.  
7 So the need for housing is pretty great. There's an  
8 awful lot of people who would like to move to Anderson  
9 One. And that's not just Anderson One. We've got five  
10 great school districts in Anderson County. But I'm  
11 certainly speaking about the one that I'm most  
12 knowledgeable about.

13 Anderson School District One, we've got a finite  
14 number of homes right now in our district. And let's  
15 just pretend that number is twenty thousand. We've got  
16 twenty thousand homes in Anderson One. And that really  
17 produces a finite number, a demand, for student seats  
18 at our schools. There's only a certain number of  
19 houses, certain number of apartments, certain number of  
20 duplexes that kids can currently live. And again,  
21 let's just pretend that's twenty thousand homes.

22 Adding new homes actually increases that potential  
23 demand. So there's a potential every time you build a  
24 new home, when you go from twenty thousand to twenty  
25 thousand and one, or twenty thousand one hundred or  
26 twenty-one thousand or twenty-two thousand, as you add  
27 those, you increase that potential capacity for the  
28 number of students who would be, who would be attending  
29 our schools. It's not the current residents, it's not  
30 the current businesses, not the current property owners  
31 that are actually increasing that demand. It's  
32 actually the people that are purchasing new homes in  
33 the district.

34 South Carolina school districts rely on debt  
35 service, millage, in order to fund new school  
36 districts. That's how we fund. That's how we pay for  
37 new buildings and additions, is that debt service  
38 millage. And all property owners and businesses helped  
39 pay for that debt. If you are an owner-occupied home  
40 or if you own a rental home or if you own a business or  
41 if you own property, a car, a boat, all of those  
42 things, you pay property tax in order to help with debt  
43 service.

44 So since the new construction is what's actually  
45 driving the increase in the school enrollment, then new  
46 home construction owners, we feel like, should pay a  
47 proportional fair share of that impact that they are  
48 creating on the school district.

49 That was really the nexus for why the school  
50 district really started to consider impact fees, is

1 that what's actually causing this stress on the  
2 infrastructure of our schools is actually the new  
3 homes, the new duplexes and the new apartment.

4 At this time what I would like to do is I'd like to  
5 turn the presentation over to Carson Bise. Carson is  
6 the President of TischlerBise. Did a phenomenal job  
7 with the -- South Carolina requires an impact fee that  
8 there be a comprehensive study that's actually  
9 performed. And TischlerBise is the one who performed  
10 that study. So at this time I'll turn it over to  
11 Carson.

12 CARSON BISE: Since we're  
13 talking about schools, I apologize for my tardiness to  
14 this meeting. I had a travel day from hell.

15 Anyway, I'm Carson Bise. It's my pleasure to stand  
16 in front of you tonight to talk about the impact fee  
17 study. I know that Robbie has covered several of the  
18 things I'm going to cover, so I'll sort of breeze  
19 through those slides.

20 But a little bit about us. We're based in  
21 Bethesda, Maryland and Boise, Idaho. We're the  
22 national leaders in impact fees, as well as fiscal and  
23 economic impact analyses. We've done more of this type  
24 work than any firm in the country. As you can see  
25 here, we've got quite a bit of experience with impact  
26 fees within the state of South Carolina. And we've  
27 done more school fees than any firm, as well. We  
28 recently did Fort Mill, Clover. We're working on  
29 Jasper. We just finished Lancaster. Working at  
30 Chester County schools, as well as York School District  
31 One, as well.

32 So in terms of -- let's talk about impact fee  
33 basics or fundamentals. They are one-time payments  
34 designed to offset the need for growth-related  
35 infrastructure. In this case we're talking about  
36 student seats. We can't intermingle or co-mingle these  
37 funds with our operating accounts. We can't use the  
38 money to fund teachers or salaries. We can't do  
39 maintenance or replacement of infrastructure. And it's  
40 not a tax. And the reason I say that is I can't tell  
41 you how many meetings I've been to across the country  
42 where somebody stands up and says, this is a tax on new  
43 development. A tax is very different than a fee. A  
44 tax is designed primarily to raise revenue. There's no  
45 proportionality with how much you're paying versus the  
46 services or the infrastructure you consume. And a fee  
47 is very different than a tax.

48 So for instance if you look at the county's fees  
49 for service. So if I come to the county and want you  
50 to review a site plan, the fees are typically designed

1 to cover the cost of providing that service. Impact  
2 fees are the same way except we have a much, much, much  
3 stricter test that we have to meet, and that's what we  
4 call the rational nexus test, and there's two prongs to  
5 that. One is we have to show the nexus. And we also  
6 have to show benefit. And in addition, we also have to  
7 show proportionality. So Robbie did a good job of  
8 talking about the need. So it's the increase in  
9 housing units that are generating public school-age  
10 children that the school district has to educate now.  
11 So that's the nexus part.

12 We also have to show benefit, and we show benefit  
13 in two ways. One is in the timing of the expenditure.  
14 So in other words we just can't sit on the money for  
15 ten or fifteen years until we spend it. Most impact  
16 fee acts across the country stipulate when you have to  
17 spend the money. And in South Carolina it stipulates  
18 that you have to spend the money within three years of  
19 the planned expenditure date. So if capacity is  
20 identified in let's say year 2026, we have to spend  
21 that money by 2029.

22 We also show benefit another way, and that's  
23 geographically. And in South Carolina, in most  
24 counties, we have multiple school districts, so we  
25 don't have county-wide school districts like we have in  
26 Lancaster where we recently did a fee that caused us to  
27 create service areas. Because all the growth in  
28 Lancaster is to the north, and so we don't want to  
29 charge, you know, the five or six homes a year in the  
30 south an impact fee to provide capacity in the north,  
31 because you can't prove benefit.

32 Now, in a small district like Anderson, it's  
33 typically a district-wide school district. We don't  
34 need to set up the collection and expenditure zones  
35 because with the size of the district it's school  
36 choice and redistricting and that sort of thing.  
37 There's a much tighter nexus there.

38 Then we also have to show proportionality. And  
39 that's why you'll see a fee schedule that's designed  
40 around instead of just having a residential fee, it'll  
41 be bifurcated into single-family, multi-family,  
42 sometimes mobile homes, sometimes duplex, because we  
43 have to show that proportionality.

44 We also have to evaluate the need for credits. And  
45 credits guard against new development pain twice; once  
46 through the impact fee and then again through a future  
47 stream of revenue, whether that revenue is property tax  
48 that's going to retire future and existing debt. In  
49 some states like Florida, jurisdiction -- or some  
50 counties or school district adopt a special purpose

1 sales tax that goes to schools. Well, if you're  
2 funding capacity with that, we have to give a credit  
3 within the methodology. Because again, you're paying  
4 an impact fee, but you're also generating sales tax for  
5 the same type of infrastructure.

6 There's also what we call site-specific credits  
7 which aren't addressed in the fee methodology. That  
8 would be addressed in the implementing ordinance that  
9 the county would adopt on behalf of the school  
10 district. But the idea here is that if a development  
11 proposal comes in the door and let's say for instance  
12 if the developer as part of the project is proffering  
13 or donating school -- or land for an elementary school  
14 site, we have to enter into a development agreement  
15 with that developer in order to make them whole,  
16 because they're donating land. And there's a land  
17 component within the impact fee itself. And so we  
18 would work out the mechanics of that through that  
19 development agreement.

20 I did mention, I think, two slides ago that many  
21 states have enabling acts. I think there's twenty-nine  
22 enabling acts. At this point in the country there are  
23 some states where jurisdictions are doing fees by home  
24 rule. But South Carolina does have a very interesting  
25 Impact Fee Act. There are some things that are pretty  
26 standard, like for instance the impact fee revenue must  
27 be maintained in an interest-bearing account. We have  
28 to, as I said earlier, maintain -- or not co-mingle the  
29 money. That's pretty standard. I mentioned that the  
30 monies have to be spent within three years of the  
31 scheduled date of construction. You have to publish an  
32 annual report. That's pretty standard.

33 But the Act does require that you update every five  
34 years. Any changes to the fee require an updated  
35 study. And here's the most interesting part and  
36 perhaps the most controversial, and one of the reasons  
37 why Fort Mill was sued, but they were -- as you  
38 probably are aware, they prevailed and then prevailed  
39 again during the challenge or the appeal. But the Act  
40 requires that the study include an estimate of what is  
41 the effect on the impact fee on the availability of  
42 affordable housing within the district.

43 However, the Act is moot on what's the definition  
44 of affordable housing. What are the ratios that you  
45 would use to determine affordability? There's no  
46 remedies in the Act. For instance, if we determine  
47 that it has an adverse impact on affordable housing,  
48 there's nothing in the Act that says you have to scale  
49 back the proposed fee to meet a certain threshold. It  
50 just says you have to perform an analysis. And we've

1 done that as part of this study.

2 In terms of the district's impact fee study, it  
3 does have three components. One is the bricks and  
4 mortar school construction, the purchase of land, as  
5 well as the activity buses. As most of you are  
6 probably aware, the state funds most of the buses. But  
7 activity buses are the responsibility of the district  
8 and they do exceed a hundred thousand dollars, which is  
9 the threshold in the state of South Carolina for the  
10 impact fee component. So there is a component for  
11 that. And then we also give credits for debt service.

12 I mentioned student generation rates. These are  
13 used to establish proportionality. We distinguish  
14 between single-family, which includes mobile homes  
15 because demographically they behave very similar to  
16 single-family homes within a district, and then there's  
17 the multi-family apartment unit, as well. And you can  
18 see here that the single-family units generate almost  
19 .44 school-age children, and multi-family is .339 or  
20 almost .34. So in other words what this says is that  
21 for every one hundred single-family homes you would  
22 expect to see almost forty-four public school children  
23 within the district. And then the weighted average is  
24 .432.

25 I'm not going to spend much time on this.  
26 Superintendent Binnicker spent a lot of time on the  
27 enrollment projections. But these are conservative.  
28 The district has been growing at upwards of almost  
29 three hundred students a year.

30 This chart here summarizes our existing levels of  
31 service by school type. What we do here is we look at,  
32 you know, what is the enrollment system-wide at the  
33 elementary, middle and high school levels, compared to  
34 the capacity? And then we get our utilization rate.  
35 And as you can see here elementary schools are at  
36 eighty-seven percent, middle schools at eighty-nine and  
37 high schools are eighty-six. There is sort of a rule  
38 of thumb we use in the school construction business,  
39 and that is, you know, once you get to that eighty-  
40 eight, eighty-nine, ninety percent level, that's sort  
41 of where the warning light comes on, similar to where  
42 your gas tank warning light comes on where because of  
43 the lead time needed to fund, construct and open  
44 schools, that's sort of the danger zone where you want  
45 to start constructing. So we're right there at this  
46 moment within the district itself.

47 I know this table is hard to read, but there is a  
48 component for land cost. Because the district has  
49 purchased land in the last two or three years, what  
50 we've done is -- and this is a very conservative

1 assumption here -- is we've gone and looked at the  
2 types of parcels that the district would expect to buy  
3 to get a weighted average cost. Here it's shown at the  
4 bottom of almost fourteen thousand dollars is what they  
5 would expect to pay for an acre of land, which is a  
6 very conservative assumption.

7 We also have a construction cost component here.  
8 And this is based on recent construction. And we think  
9 this is a conservative assumption, as well, given  
10 what's happening in the construction market. But the  
11 elementary school average is about two hundred and  
12 fifty-three dollars. Middle school, two hundred and  
13 forty. And high school, two hundred and ninety-three  
14 dollars a square foot.

15 And this shows our activity bus; the average cost  
16 per bus is about a hundred and thirty-seven thousand  
17 dollars at this point. And we compare our existing  
18 inventory to our existing student enrollment to get  
19 those levels of service standards.

20 These are the plan capacity projects that we know  
21 of. And there will probably be additional capacity  
22 projects identified in the out years, meaning years  
23 probably six through ten. But there is a new  
24 elementary school planned in the Powdersville area in  
25 2029. Adds an addition of six hundred student seats.  
26 There's an addition to Spearman Elementary, two hundred  
27 seats. Powdersville Middle School addition, two  
28 hundred fifty seats. And then a Palmetto High School  
29 addition of two hundred and fifty seats.

30 So this shows the credits for payments on existing  
31 debt principal. We can see here that the district has  
32 five different issuances out at this point. And a  
33 total of thirty-seven million outstanding in principal.  
34 And so what we do is we compare that to projected  
35 enrollment to get a credit per student. And we get a  
36 net present value calculation based on those interest  
37 rates. And so it's about twenty-nine hundred and  
38 fifty-eight dollars per student.

39 And then this chart here shows our draft impact fee  
40 calculation. And this sort of is a culmination of the  
41 slides that we walked through previously. The top part  
42 is the student generation rate numbers that we talked  
43 about earlier. Then we look at the building square  
44 footage, land costs, the bus costs, the credits for the  
45 different bond issuances to get out draft fee amounts  
46 of eleven thousand two hundred and eight dollars for a  
47 single-family house and seven thousand seven hundred  
48 seventy-nine dollars for a multi-family unit.

49 And then finally we also do an affordable housing  
50 analysis. As I mentioned, you know, the statute

1 doesn't give us much guidance on that. But there's  
2 basically two scenarios here. One is the baseline  
3 conditions, which is a typical home within the district  
4 without the impact fee. And the average monthly cost  
5 is about twelve hundred and seventy-seven dollars. And  
6 then we do a scenario, too, where you assume the impact  
7 fee. And you roll that up into the mortgage, the  
8 increase to the monthly cost is thirteen hundred and  
9 thirty-two dollars. And so our determination is that  
10 with the impact fee amount, the cost burden is 29.6  
11 percent for a single-family house, 19.4 percent for  
12 renter-occupied house. And since, again, as I  
13 mentioned, there are no standards in the South Carolina  
14 Impact Fee Act, we can go by rules of thumb when you go  
15 to get a mortgage. I'm sure most of us have heard that  
16 on average the mortgage lenders do not want you to  
17 spent more than a third of your income on housing  
18 expenses. And so that's thirty-three percent. And we  
19 can see here that we are below that thirty-three  
20 percent with the impact fee as part of the equation.

21 And with that I'm happy to answer any questions you  
22 have about the technical analysis.

23 TOMMY DUNN: Council, do  
24 y'all have any questions? Ms. Wilson? Planning  
25 Committee members, do y'all have any questions? You  
26 good? Okay, we're good.

27 ROBBIE BINNICKER: Thank you,  
28 Carson. Just really quickly, a few questions that the  
29 school district has gotten that we just want to make  
30 sure that everyone is clear on.

31 Will all Anderson One homeowners pay this impact  
32 fee? Well, no, the fees only apply to new single or  
33 new multi-home construction. And the fee is typically  
34 paid when the building permit is issued.

35 We've had the question about what if I add onto or  
36 improve my existing house; add a garage or add a  
37 bedroom or whatever, would that then trigger the impact  
38 fee? And the impact fee does not affect additions or  
39 improvements to the existing home.

40 How are impact fees good for current Anderson One  
41 residents, property owners and businesses? Well, and  
42 that's kind of what I talked about at the beginning,  
43 the impact fees will remove some of the tax burden from  
44 the current residents, the current property owners and  
45 businesses in Anderson One and allows the individuals  
46 that are buying the new construction, the newly  
47 constructed home or apartment, to pay their fair share  
48 for the increase in school capacities.

49 We've had the question, what if I currently live in  
50 Anderson School District One and want to build a new

1 house, will I be responsible for the impact fee? And  
2 yes, if you build a new house in Anderson School  
3 District One, even if you currently live, then that  
4 impact fee would be applied.

5 We actually had this question, as well. What if I  
6 live in a house and I build another house, but then I  
7 tear my old house down? Well, then you wouldn't be  
8 responsible for the impact fee because you're not  
9 adding an additional house in the district. You're  
10 just swapping it out.

11 Will people who qualify for Homestead Exemption Act  
12 and build a new home have to pay the impact fee? And  
13 yes. There's no age restriction for the impact fee.

14 And then Carson talked about how the impact fees  
15 affect affordable housing. And that's just a statement  
16 straight from the study that the increase is low enough  
17 that the existing cost burdens aren't adversely  
18 affected by the -- for affordable housing.

19 And then finally, we've had the question, how have  
20 impact fees affected growth in other South Carolina  
21 school districts? And our information is that there  
22 hasn't been any impact in the growth. Growth has not  
23 slowed down. They haven't built less houses. They  
24 haven't -- less houses have been purchased. Growth  
25 really hasn't been impacted in those areas in South  
26 Carolina that have implemented impact fee prior to  
27 this.

28 All right. And then I'll be glad to take any  
29 questions from the school district perspective.

30 TOMMY DUNN: Dr. Binnicker,  
31 just to clarify. You're talking about building, but  
32 impact fees affect mobile homes, too; right?

33 ROBBIE BINNICKER: Yes.

34 TOMMY DUNN: Okay. Anyone  
35 got anything for Dr. Binnicker?

36 BRETT SANDERS: I had a  
37 question. You said that the impact fee doesn't ---

38 TOMMY DUNN: Brett, make  
39 sure your mic ---

40 BRETT SANDERS: --- the impact  
41 fee doesn't affect the sales or the growth or the  
42 property. How does it affect raw land?

43 ROBBIE BINNICKER: Did you say raw  
44 land?

45 BRETT SANDERS: Yeah.

46 ROBBIE BINNICKER: I would not  
47 think ... Yes.

48 CARSON BISE: That's a good  
49 question; also a complicated question. You know, who  
50 bears the burden of the impact fee depends on the cycle

1 of the economy that we find ourselves in. So in a  
2 robust economy, one hundred percent of the fee, and  
3 sometimes more, is passed on directly to the home buyer  
4 because, you know, obviously the builder has carrying  
5 costs and that sort of thing. And so typically in that  
6 sort of situation the home builder absorbs one hundred  
7 percent of the costs.

8 If we find ourselves in a down economy, then  
9 everybody takes a hit. So the owner of the raw land  
10 that's selling the land at less per acre. The builder  
11 is taking less profit and the home builder -- excuse me  
12 -- the home buyer is sharing a burden of that, as well.  
13 It's a complicated economic question, but it really  
14 depends on where we are in our growth cycles.

15 BRETT SANDERS: I just see it  
16 as a builder or developer, I come in, there's an impact  
17 fee. As I'm purchasing the raw land, I'm taking it out  
18 on the property owner. And then when I build, I'm  
19 going to add it back to the house. Then I'm going to  
20 add back some more. So I think it's going to hurt your  
21 raw land owners and the people that's been there and  
22 lived there all their life and ready to cash out.

23 CARSON BISE: Well, we have  
24 not seen that. I mean I've been doing this type of  
25 work now for thirty-one years. And at this point in  
26 time we've got seventy-something impact fee jobs going  
27 on and sixty-something of them are repeat clients. So  
28 obviously the growth -- or impact fees in Arizona and  
29 other states, South Carolina, Florida, it hasn't had an  
30 impediment on growth or otherwise they still wouldn't  
31 be doing these types of fees.

32 But one thing that was sort of maybe lost in the  
33 translation and I think I maybe could have done a  
34 better job with a different graphic in the slide. If I  
35 can give you an anecdotal example from Clover school  
36 district. That draft impact fee was fifteen thousand  
37 dollars and change. And when we looked at, you know,  
38 those two scenarios; one without the impact fee and one  
39 with the impact fee, the percentage -- or the needle  
40 moved from like 25.1 percent of the total without the  
41 impact fee to now it was 25.6 percent of your total  
42 income was going to housing costs. And so you can see  
43 that it's not even a percentage point. It's de minimis  
44 when it gets rolled up into the house. Not that it  
45 doesn't add to the cost of the house, but when you  
46 think about it in terms of, you know, most people are  
47 getting a thirty-year mortgage and that sort of thing,  
48 you know, it's not like the claim that we hear  
49 constantly around the country that if you adopt this  
50 two thousand dollar impact fee or this ten thousand

1 dollar impact fee, you all of a sudden are going to  
2 price, you know, fifteen percent of your home buyers  
3 out of the market. That is simply not true. We've got  
4 the empirical data to back that up.

5 BRETT SANDERS: Does that take  
6 into account a thirty-year mortgage and the rate?

7 CARSON BISE: Yes.

8 BRETT SANDERS: And that impact  
9 fee financed with that mortgage?

10 CARSON BISE: So obviously  
11 we've got to deal with what we know of today; right, in  
12 terms of what the average interest rates are. But  
13 certainly, certainly to your point if we found  
14 ourselves in a situation where interest rates were six  
15 or seven percent, that needle would move much more than  
16 ---

17 BRETT SANDERS: Right.

18 CARSON BISE: --- it has.  
19 But we have been in an extended period of low interest  
20 rates.

21 TOMMY DUNN: Where did y'all  
22 -- and I might have missed something -- how did y'all  
23 arrive at the twelve thousand dollar figure for an  
24 impact fee?

25 CARSON BISE: Oh, based on,  
26 you know, what it costs -- excuse me -- the level of  
27 service within the district when you compare permanent  
28 capacity to the amount of square footage that you have  
29 at each school level, how many acres you have, you  
30 know, for each school level compared to the number of  
31 kids. And so then you multiply that by what does it  
32 cost to build, you know, a square foot of schools at  
33 the elementary, middle and high school level? What  
34 does it cost just to buy an acre of land? Then you  
35 deduct the credits. So I can go back to that right  
36 here. As you walk down here you've got those levels of  
37 service. You know, we know we've got so many square  
38 feet per student at the elementary, middle and high  
39 school level. We've got so many acres per student. We  
40 know what it costs us to build by acreage. So that's  
41 how we get the fees.

42 TOMMY DUNN: Thank you.

43 CARSON BISE: Uh-huh  
44 (affirmative).

45 TOMMY DUNN: Anyone ---  
46 RAY GRAHAM: Yeah.  
47 TOMMY DUNN: Councilman  
48 Graham.

49 RAY GRAHAM: Thank you, Mr.  
50 Chairman. It just confused me when you stated that

1 this would not impact growth or people coming in and  
2 developing there. There's no possible way in this  
3 world that that's not going to impact people's thoughts  
4 on coming to that area. When you're looking at eleven  
5 thousand to twelve thousand dollars up front and then  
6 right now Anderson County -- I get calls all the time,  
7 especially come January when everybody's property taxes  
8 come due, about our property taxes in Anderson County.  
9 What's the percentage that goes to the school districts  
10 right now? Forty?

11 BRETT SANDERS: Sixty.

12 RAY GRAHAM: Yeah, it's  
13 something -- it's quite a high number. So on top of  
14 the property taxes that already goes to the school  
15 district, now they're going to also have to pay almost  
16 twelve thousand dollars to build a new house. There's  
17 no way that that's not going to impact people's  
18 judgment on where they're going to move.

19 I have family that attended school in that  
20 district. Right now my family is down in the Starr-Iva  
21 area. I went to Belton-Honea Path, which is District  
22 Two. So I mean, I'm very familiar with the different  
23 school districts. And I think they all have their pros  
24 in Anderson County. But I think we've got some great  
25 school districts. But I mean, you're not going to  
26 convince me that one district is that much more  
27 valuable.

28 And I'm telling you right now if I brought this up  
29 for School District Three, or for my area -- not  
30 necessarily school district, but for Council District  
31 Three, I mean they would have a cow on this. I mean  
32 there's just no way that they would want to support  
33 this. We need growth in our district. You guys are  
34 getting an abundance of growth. And I understand that  
35 it's just going to affect your district. But I'm not  
36 foolish either. When one does it, the others is going  
37 to follow suit because it's another way to raise  
38 revenue.

39 Right now the school districts has raised more  
40 revenue over the past ten, fifteen, twenty years than  
41 anything. I mean you look at our millage that we've  
42 raised versus what y'all have raised. And I understand  
43 the importance of education. I'm not putting light on  
44 that. But I mean I just do not know that this is the  
45 answer to this. Twelve thousand dollars to build a new  
46 house? I mean that is a huge burden on a young family  
47 that's probably already got college debt that they're  
48 trying to get started and now they're trying to get a  
49 home to start their families with. And we're fixing to  
50 add twelve thousand dollars, basically more to the

1 debt. And it's going to be more because interest is  
2 going to go back up.

3 BRETT SANDERS: At three  
4 percent, it'll turn into twenty-nine thousand over a  
5 thirty-year mortgage.

6 CARSON BISE: So  
7 respectfully, I mean as you said I'm not -- all I can  
8 do is explain. First of all, I want to make sure that  
9 we're not confused that in addition to your down  
10 payment you're going to have to come up with twelve  
11 thousand dollars. It's going to be rolled up ---

12 RAY GRAHAM: No. I've got  
13 enough sense to realize that twelve thousand dollars is  
14 going to be financed.

15 CARSON BISE: Yes. So ---

16 RAY GRAHAM: And that's  
17 where it's going to turn into ---

18 CARSON BISE: It's fifty  
19 dollars a month. Fifty dollars a month.

20 RAY GRAHAM: For thirty  
21 years?

22 CARSON BISE: Over thirty  
23 years; right.

24 BRETT SANDERS: Twenty-nine  
25 four eighty-two at ---

26 RAY GRAHAM: You can sugar  
27 coat it all day long, but over a period of time that is  
28 a lot of money ---

29 CARSON BISE: Right. I don't  
30 disagree.

31 RAY GRAHAM: --- on top of  
32 the property taxes that they're already going to have  
33 to pay.

34 CARSON BISE: Like I said,  
35 I've been doing this a long time. I've never seen  
36 impact fees slow down growth, discourage growth. But I  
37 can tell you one thing, if your community, whether it's  
38 a school district, a county or a city, is perceived to  
39 have a declining level of service or is not attractive  
40 to businesses and residents, you will see a slow-down  
41 in growth. I mean there's a reason why people want to  
42 locate where they want to locate. Whether it's  
43 Anderson, whether it's Rock Hill, Beaufort, whether  
44 it's Bethesda, Maryland, it doesn't matter. You've  
45 either got employment opportunities, you've got an  
46 attractive quality of life, you've got quality schools,  
47 you've got transportation and locational advantages.  
48 There are all these things that go into decisions of  
49 why people and businesses want to locate where they  
50 want to locate.



1 very, very soon. So a new elementary school in the  
2 Powdersville area is certainly -- we're going to have  
3 to build that school. We've got an estimated year  
4 right now of 2029 to actually build that school and the  
5 capacity typically would be six hundred.

6 And I guess -- Councilman Graham, I really  
7 appreciate what you've said. And I guess -- let me  
8 kind of couch it this way. We won't have a choice but  
9 to build this elementary school. For thirty years,  
10 people -- Anderson School District One has grown. It's  
11 not been like it's been stable for ten years or fifteen  
12 years and all of a sudden we've had a spike. We've  
13 been growing -- we've grown about thirty-five hundred  
14 kids since I've been there. So this is a longstanding  
15 -- and I don't even call it an issue. Because to me  
16 that's a sign of a healthy community, a healthy school  
17 district, is having increased enrollment.

18 What we're trying to do is plan for that  
19 enrollment. Let's just pretend in 2029 that that  
20 elementary school cost thirty million dollars to build.  
21 So we've got thirty million dollars in the  
22 presentation. The only way for the school district to  
23 build schools is by selling bonds. So let's say that  
24 we've got ten million dollars saved up in local option  
25 sales tax. So now that thirty million dollar school is  
26 only twenty million dollars. So now we've got to spend  
27 -- now we've got to build a twenty million dollar  
28 schools, which means we have to sell twenty million  
29 dollars worth of bonds. Which means every current  
30 resident, every business owner, every property owner,  
31 just like you do now to pay for past construction,  
32 would pay for that.

33 What we're recommending and what the resolution  
34 suggests is that, yes, all of us need to pay for some  
35 of that twenty million because we all benefit from  
36 that. But the reason we're having to build that school  
37 is because of the new homeowners that are moving in.  
38 And so this impact fee, let's just say that the impact  
39 fee collects six million dollars between now and then.  
40 That's six million dollars. Now we don't have to  
41 borrow twenty million. We don't have to sell twenty  
42 million dollars worth of bonds. We only have to sell  
43 fourteen million. Now the fourteen gets distributed  
44 amongst everybody and not the twenty million.

45 TOMMY DUNN: Let me ask you  
46 this, Dr. Binnicker, do y'all have any kind -- I see  
47 this plan here. Do y'all have any kind of dollar  
48 figure of what y'all think this is going to cost y'all  
49 to do this?

50 ROBBIE BINNICKER: No, sir. I

1 mean ---  
2 TOMMY DUNN: And any idea  
3 how much impact fees will generate?  
4 ROBBIE BINNICKER: Well, one of  
5 the things we do know is that the impact fee won't  
6 generate enough to build an elementary school.  
7 TOMMY DUNN: Well, I guess  
8 my point would be, or thing would be because I've had a  
9 couple of phone calls from people in y'all's district,  
10 you know, they like this because they say, you know, we  
11 pay enough already. But on this, if you do something,  
12 you're going to still have to sell bonds or do  
13 something, or raise taxes or do something, even if you  
14 get the impact fees. I agree, this is going to help  
15 tremendously if it goes, but y'all will still have to  
16 -- it ain't going to be, go ahead and do what you want  
17 to do, it ain't going to affect us, because it will  
18 affect.  
19 ROBBIE BINNICKER: That is  
20 absolutely correct. The impact fees will not pay for a  
21 full addition at a middle school or a new elementary  
22 school. It'll just help. In our minds it places the  
23 burden on where the burden rests, and that's with that  
24 new home buyer.  
25 TOMMY DUNN: Okay. Ms.  
26 Wilson.  
27 CINDY WILSON: Thank you, Mr.  
28 Chairman. And thank y'all for coming tonight. I know  
29 it's been an arduous task to compile all of the  
30 information in an effort to get -- I don't think you'll  
31 get ahead of the pressure here, but perhaps it'll help  
32 you catch up a little bit.  
33 My family has owned property in School District One  
34 for well over a hundred years. And I've been in real  
35 estate for forty-seven years. So I see the broad  
36 picture here.  
37 School District One, for example, probably spends  
38 the least amount of money per student of any of our  
39 five districts. Yet they're one of the top seven  
40 districts in the state. Along with the logistics and  
41 people trying to get away from high taxes in Greenville  
42 and come to the wonderful jobs we have in Anderson  
43 County, School District One is being slammed. I see it  
44 in my real estate practice. I see it driving the  
45 roads.  
46 And I also know that when I dealt with houses to a  
47 great extent, when I had people moving in wanting to  
48 buy property in a certain area, it was almost always  
49 governed by what the school district was, what their  
50 standards were, how they ranked scholastically. That

1 always drove a family with children where they located.  
2 That's part of what's driving school choice pressures  
3 the state and federal government have now. People want  
4 to go to a good school district.

5 So my hat's off to y'all. I knew quite well two of  
6 your now deceased board members who I remember Mr. Joe  
7 Pack literally laid down in the road to save Cedar  
8 Grove Elementary. And thank goodness y'all saved it.

9 I don't know of any other way to get around this,  
10 unless you don't do it, and then you can't really meet  
11 the needs. But I also have -- the one reservation that  
12 I have, and the only phone calls that I've had that  
13 express a reservation about the impact fee, are local  
14 builders building custom homes. Say you have a person  
15 who's owned their property and they've been saving up  
16 their money to build, this does make them have to reach  
17 further. That is the only real drawback that I can  
18 see. But we have tract home builders coming in with  
19 hundreds of houses. I think we've got about -- Mr.  
20 Davis, didn't we get a number not long ago about  
21 fifteen hundred permitted right now. And how many more  
22 are on the drawing board?

23 JIMMY DAVIS: Just in  
24 District 6, fifteen hundred approved but not built.  
25 Not permitted, but they have been approved by the  
26 Planning Commission but not built yet.

27 CINDY WILSON: So the pressure  
28 is continuing to build. I know I've read what York  
29 County did and it appears to work well for them. It  
30 has not slowed down their growth at all, from what I've  
31 seen. Anyway, that is the one reservation I have, and  
32 that is that a young family has bought land or an older  
33 family and they've been saving money to build. That  
34 does make it a little less attainable for them. But  
35 the tract home builders that we've experiencing here in  
36 our county, they're limited liability corporations.  
37 They throw up houses on slab. Tiny little lots. No  
38 area for amenities for people to get out and -- it's  
39 just a -- it's built to minimum standards. And it's  
40 just, it's just a very difficult situation.

41 But I'll be looking forward to learning more about  
42 this from y'all. Thank you.

43 TOMMY DUNN: I'll make sure  
44 y'all get y'all's turn if y'all got anything.

45 JIMMY DAVIS: Mr. Chairman?

46 TOMMY DUNN: Mr. Sanders.

47 BRETT SANDERS: Yes, sir. I'm  
48 seeing or hearing a need on the impact fee. But I  
49 haven't heard anything -- where are you guys currently  
50 financially? I know you've got the two percent sales

1 tax, which has generated, what, fifty-two million for  
2 your guys. You've got an eighty/twenty. So there's  
3 forty-two million for capital projects there. I  
4 noticed your general fund in less than five years has  
5 went up over ten million. In the last seven years you  
6 had 29.4 millage points increase. The bond debt is  
7 coming down now with money left over. So why the need  
8 for the money now and why not any discussion on where  
9 you are currently financially?

10 ROBBIE BINNICKER: That's a  
11 really, really good question. The school district is  
12 in very good position financially. We struggled like  
13 everybody did when the economy crashed, and really had  
14 to use a large portion of our fund balance in order to  
15 get through that. That was a really tough time for  
16 everybody, and school districts, as well.

17 We feel like we've done a really good job of being  
18 very conservative with our funds. As Ms. Wilson  
19 explained, we're one of the lowest funded school  
20 districts in South Carolina. And there's a lot of  
21 reasons for that. But we receive less money per  
22 student than just about any school district does. So  
23 we have to be ultra conservative when it comes to our  
24 spending. Having a fund balance is really important to  
25 us because our funds don't come in all in August. A  
26 lot of those funds don't come in until after the new  
27 year. Well, we have lots of expenses that we incur  
28 between July and, you know, January or February when a  
29 lot more -- so a healthy fund balance is really, really  
30 important that we don't have to go out and borrow money  
31 in order to meet payroll and that sort of thing.

32 You mentioned the local option sales tax, which it  
33 has been an absolute God-send. I can speak for  
34 Anderson One. I think I can speak for all of the five  
35 districts; it has been a wonderful thing. We have done  
36 things with our infrastructure that we never would have  
37 been able to do without those funds.

38 The vast majority of those funds, for instance,  
39 these past three years all of those funds have gone  
40 into our building program. We actually have a hundred  
41 and thirty-two million dollar building program that we  
42 hope in the next year and a half we'll be finishing up.  
43 Of that hundred and thirty-two, we only borrowed a  
44 hundred and nine million dollars. So we had a hundred  
45 and nine million dollar bond referendum. And the rest  
46 was funded either through the general fund or through  
47 the local option sales tax. So the Palmetto Middle  
48 School, Powdersville Middle School, Wren Middle School,  
49 Powdersville High School, Concrete -- not Concrete, I'm  
50 sorry -- Spearman and Cedar Grove, Palmetto High

1 School, Wren High School, all of those additions, part  
2 of that money was paid with local option sales tax.  
3 BRETT SANDERS: And we still  
4 have how many more years left on that?  
5 ROBBIE BINNICKER: It was fifteen  
6 years. Gosh, don't quote me on -- maybe ---  
7 BRETT SANDERS: Five years now.  
8 We've in the fifth year, I think. Fifth or sixth year.  
9 ROBBIE BINNICKER: I think five.  
10 Maybe we're in year seven or eight; something like  
11 that.  
12 BRETT SANDERS: So that money  
13 has been spent wisely on doing that, but we still have  
14 nine, ten more years left ---  
15 TOMMY DUNN: I think that  
16 goes out and expires in 2029.  
17 BRETT SANDERS: 2029.  
18 ROBBIE BINNICKER: Could be.  
19 TOMMY DUNN: Thank you. Mr.  
20 Davis, Jimmy Davis.  
21 JIMMY DAVIS: Yes. I just  
22 want to give a great thanks to Mr. Binnicker and the  
23 school board for coming out. You know, everybody that  
24 sits up here on County Council and everybody in the  
25 county staff and everybody that serves so dutifully on  
26 the Planning Commission, we all know the growth that  
27 District 6 and part of District 7 and part of District  
28 4 has experienced. I mean District 1 -- School  
29 District One, you know, it's entirely in my district,  
30 but Mr. Sanders has a piece and Ms. Wilson has a pretty  
31 good size piece of it, too. And there's no doubt of  
32 the growth that we've experienced and the growth that's  
33 coming down the road. We briefly touched on the number  
34 of houses approved but not built. And we've got  
35 several more large scale developments coming down the  
36 pike.  
37 The conversation is tough. It's a tough  
38 conversation. And the county, you know, we're facing  
39 some tough situations and we're going to have to have  
40 some tough conversations about some things down the  
41 road, too. A jail for one and how do we put asphalt on  
42 down the road is another. So we all understand the  
43 predicament that the school district is in. Maybe it's  
44 different from a school, but the county is in some of  
45 the same kind of predicaments on how do we get down the  
46 road with infrastructure. Infrastructure is something  
47 that we all have to have.  
48 You know, but we're fortunate to live in a great  
49 county as Anderson where conservative people have made  
50 good decisions for a long time. And the councils

1 before made good decisions and the school board has  
2 made -- has done a really good job being a good steward  
3 of taxpayer money in School District One. I think  
4 that's true about all the school districts. I really  
5 don't pay attention to the other four, but School  
6 District One because I'm a product of it and I've lived  
7 there my entire life and hope to live and die there.  
8 You know, it's a wonderful, wonderful place to live.

9 We've got to figure out how to plan for this  
10 growth. And you know, the conversation is a tough one.  
11 And I'm glad that we've up here -- I appreciate y'all  
12 being here. I appreciate the Planning Commission. I  
13 appreciate everybody that's here. Because we've got to  
14 figure out how to handle the growth. And this is an  
15 avenue that comes before us because of the state law  
16 that provides that opportunity.

17 My thoughts and the way I look at this thing, we're  
18 limited in the ways that we can pay for the growth of  
19 the county and the growth of the school districts.

20 One question I have for you, Mr. Binnicker, explain  
21 if you could in layman's terms, why is Anderson County  
22 School District One so poorly funded per student versus  
23 somewhere else in the state or the county?

24 ROBBIE BINNICKER: Sure. And I'll  
25 give you the really condensed version of this because  
26 it's pretty convoluted. First of all, the funding  
27 structure in South Carolina is -- it's convoluted.  
28 It's statute on top of statute on top of statute, and  
29 it's created a funding formula that has essentially  
30 created districts that are well funded and districts  
31 that are not funded well at all.

32 For Anderson School District One, that is not  
33 unlike some of our surrounding counties, as well, the  
34 school board kept property taxes, the millage on  
35 operation really, really low. And the reason they  
36 could do that is because we had a growing district.  
37 Well, with a growing district, you're always getting  
38 more houses, which means you're always getting more  
39 operational funds. So for years and years and years,  
40 the school board in Anderson One always kept that  
41 operational millage really, really low because we could  
42 make do. We were fine.

43 When Act 388 came into play, it actually froze  
44 wherever you were millage-wise, it froze that. And  
45 basically what Act 388 says is that we are going to --  
46 the property taxes that you are paying on your owner-  
47 occupied home that goes to operations for schools,  
48 we're going to replace that with a state-wide penny  
49 sales tax. Well, the problem with that is, is the  
50 state-wide penny sales tax has never kept up with the

1 growth.

2 So a school district like Anderson One, we are  
3 growing. We are adding houses. We are adding kids to  
4 Anderson School District One. No house, no owner-  
5 occupied house in Anderson One or in Anderson Five or  
6 in any district in South Carolina pays a dime of  
7 operating expenses. So when we have a hundred homes  
8 that are built in Anderson One, and let's just say  
9 those hundred homes have a hundred kids in them, we  
10 don't get a dime of extra money from property taxes.  
11 We are about seven million dollars behind right now.  
12 That's per year. We're about seven million dollars  
13 behind where we would be if Act 388 had not come to  
14 play.

15 When you look at the haves and the have-nots,  
16 Anderson One, if we were funded like the average school  
17 district in South Carolina, we would have more than  
18 twenty-five million dollars more per year to spend. If  
19 we were just funded like the average school district in  
20 South Carolina.

21 Our entire operating budget is eighty-nine million.  
22 So twenty-five, you know, that's a lot of money.  
23 That's a huge percentage that some school districts --  
24 the average school district is getting. And honestly  
25 there's a whole lot of school districts that are  
26 getting a heck of a lot more than that. So our  
27 community talks, our board, they're known for getting  
28 bang for the buck. We have good test scores. We've  
29 got great kids. We have good teachers. But we don't  
30 have a whole lot of funds in order to be able to fund  
31 those. Certainly not in comparison to the typical  
32 school district in South Carolina.

33 That's not all, but maybe that gives you a snapshot  
34 of where we are financially when it comes to operating  
35 expenses.

36 JIMMY DAVIS: How do car and  
37 boat taxes, how does that affect your budget?

38 ROBBIE BINNICKER: Right. Now,  
39 car and boat, the only thing that Act 388 affected was  
40 owner-occupied home, the home you live in. So a boat  
41 and a car are still paying. And a business is still  
42 paying. That's one of the big issues with Act 388,  
43 it's put a huge burden on businesses because they're  
44 paying a lot because of Act 388.

45 BRETT SANDERS: I feel that.

46 TOMMY DUNN: Anybody else on  
47 Council? Yes, ma'am, Ms. Jones.

48 JANE JONES: (Inaudible.)

49 ROBBIE BINNICKER: Thank you, Ms.

50 Jones.

1 TOMMY DUNN: Anyone else?  
2 Thank y'all, Dr. Binnicker. Appreciate y'all coming  
3 out tonight very much.

4 ROBBIE BINNICKER: Thank you.

5 TOMMY DUNN: Now we're going  
6 to do something a little bit different tonight because  
7 I know we've got some new people here and we don't have  
8 -- about signing up. But does anybody out there want  
9 to come up and make a statement or say anything?  
10 Anybody at all? Now's the time. Anybody? Going once.  
11 I appreciate everybody coming out tonight. Have a  
12 safe trip home. Thank y'all.

13  
14

**(MEETING ADJOURNED AT APPROXIMATELY 7:08 P.M.)**

**ORDINANCE NO. 2022-001**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS PROJECT FAITH WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS,** pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated \_\_\_\_\_, 2022 (the “*Inducement Agreement*”) with \_\_\_\_\_, a South Carolina corporation (the “*Company*”) (which was known to the County at the time as “*Project Faith*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion of the Company’s existing metal fabrication manufacturing facility and machine shop in the County (collectively, the “*Project*”); and

**WHEREAS,** the Company has represented that the Project will involve an investment of approximately \$3,825,000 in the County and the expected creation of 10 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

**WHEREAS,** pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park (the “*MCIP*”) such that the Project will receive the benefits of the Multi-County Park Act; and

**WHEREAS,** pursuant to the Inducement Agreement, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, (b) provide for certain special source credits to be claimed by the Company against its 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**, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

**WHEREAS**, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are 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 as follows:

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(d) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 4. All fee-in lieu of *ad valorem* taxes pursuant to the Fee Agreement received by the County for MCIP premises located in the County attributable to MCIP property added on and after November 16, 2020 shall be distributed, net of special source revenue credits provided by the County pursuant to Section 4-1-175 (“*Net Park Fees*”) as follows: First, 15% of Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and

Replacement Fund of the County, and Third, remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old *ad valorem* property tax in any of the areas comprising the County's portion of the MCIP in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

**ENACTED** in meeting duly assembled this \_\_\_ day of \_\_\_\_\_, 2022.

**ANDERSON COUNTY, SOUTH CAROLINA**

---

Tommy Dunn, Chairman  
Anderson County Council

Attest:

By: \_\_\_\_\_  
Rusty Burns, County Administrator  
Anderson County, South Carolina

By: \_\_\_\_\_  
Renee Watts, Clerk to Council  
Anderson County, South Carolina

Approved as to form:

By: \_\_\_\_\_  
Leon C. Harmon, County Attorney  
Anderson County, South Carolina

First Reading: \_\_\_\_\_, 2022  
Second Reading: \_\_\_\_\_, 2022  
Third Reading: \_\_\_\_\_, 2022  
Public Hearing: \_\_\_\_\_, 2022

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of \_\_\_\_\_, 2022, \_\_\_\_\_, 2022, and \_\_\_\_\_, 2022, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

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Renee Watts, Clerk to Council  
Anderson County, South Carolina

Dated: \_\_\_\_\_, 2022

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**FEE IN LIEU OF TAX AND  
SPECIAL SOURCE CREDIT AGREEMENT**

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**PROJECT FAITH**

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Dated as of \_\_\_\_\_, 2022

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**SUMMARY OF CONTENTS OF  
FEE IN LIEU OF TAX AGREEMENT**

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the “Code”), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special Source Credit Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Special Source Credit Agreement or a summary compliant with Section 12-44-55 of the Code.

<b>Company Name:</b>	[To Come]	<b>Project Name:</b>	<b>Project Faith</b>
<b>Projected Investment:</b>	\$3,825,000	<b>Projected Jobs:</b>	10
<b>Location (street):</b>	[To Come]	<b>Tax Map No.:</b>	[To Come]
<b>1. FILOT</b>			
Required Investment:	Contract Minimum Investment Requirement.		
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	334.27 mills	Net Present Value (if yes, discount rate):	N/A
Clawback information:	See Section 4.03(a)		
<b>2. MCIP</b>			
Included in an MCIP:	Yes		
If yes, Name & Date:	Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) between Anderson County and Greenville County dated as of December 10, 2010		
<b>3. SSRC</b>			
Total Amount:			
No. of Years	10 years		
Yearly Increments:	60% for years 1-5; 30% for years 6-10		
Clawback information:	See Sections 4.02(d)&(e) and 4.03(a)		
<b>4. Other information</b>			

## FEE IN LIEU OF TAX AGREEMENT

**THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT** (the “*Fee Agreement*”) is made and entered into as of \_\_\_\_\_, 2022 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Anderson County Council (the “*County Council*”) as the governing body of the County, and [**PROJECT FAITH**], a corporation organized and existing under the laws of the State of South Carolina (the “*Company*”).

### RECITALS

1. Title 12, Chapter 44 (the “*FILOT Act*”), Code of Laws of South Carolina, 1976, as amended (the “*Code*”), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-170 and 12-44-70 of the Code authorize the County to provide special source revenue credit (“*Special Source Revenue Credit*”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an expansion of the Company’s facilities in the County for the manufacture of metal products.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on \_\_\_\_\_, 2022, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the

provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

**ARTICLE I**  
**DEFINITIONS**

Section 1.01    Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

**“Administration Expenses”** shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

**“Affiliate”** shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

**“Code”** shall mean the Code of Laws of South Carolina 1976, as amended.

**“Commencement Date”** shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

**“Company”** shall mean [Project Faith], a South Carolina corporation, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

**“Condemnation Event”** shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

**“Contract Minimum Investment Requirement”** shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$3,825,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

**“Contract Minimum Jobs Requirement”** shall mean not less than ten (10) new full-time jobs created by the Company and any Sponsor Affiliates in the County in connection with the Project.

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

**“County Administrator”** shall mean the Anderson County Administrator, or the person holding any successor office of the County.

**“County Assessor”** shall mean the Anderson County Assessor, or the person holding any successor office of the County.

**“County Auditor”** shall mean the Anderson County Auditor, or the person holding any successor office of the County.

**“County Council”** shall mean Anderson County Council, the governing body of the County.

**“County Treasurer”** shall mean the Anderson County Treasurer, or the person holding any successor office of the County.

**“Defaulting Entity”** shall have the meaning set forth for such term in Section 6.02(a) hereof.

**“Deficiency Amount”** shall have the meaning set forth for such term in Section 4.03(a) hereof.

**“Department”** shall mean the South Carolina Department of Revenue.

**“Diminution in Value”** in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

**“Economic Development Property”** shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300T or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

**“Equipment”** shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

**“Event of Default”** shall mean any event of default specified in Section 6.01 hereof.

**“Exemption Period”** shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

**“Fee Agreement”** shall mean this Fee in Lieu of Tax and Special Source Credit Agreement.

**“FILOT”** or **“FILOT Payments”** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

**“FILOT Act”** shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

***“FILOT Act Minimum Investment Requirement”*** shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

***“Improvements”*** shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

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

***“Investment Period”*** shall mean, and shall be equal to, the Standard Investment Period.

***“Land”*** means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

***“MCIP”*** shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

***“MCIP Act”*** shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

***“MCIP Agreement”*** shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 10, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

***“Phase”*** or ***“Phases”*** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

***“Project”*** shall mean the Land and all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

***“Removed Components”*** shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

**“Replacement Property”** shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

**“Special Source Revenue Credits”** shall mean the annual special source revenue credits provided to the Company pursuant to Section 4.02 hereof.

**“Sponsor Affiliate”** shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

**“Standard Investment Period”** shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

**“State”** shall mean the State of South Carolina.

**“Termination Date”** shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

**“Transfer Provisions”** shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

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

#### Section 1.02 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

#### Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 334.27 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2021, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Revenue Credit is to be provided under this Fee Agreement.

#### Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

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

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of metal fabrication manufacturing facility and machine shop, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period.

[End of Article II]

## ARTICLE III

### COMMENCEMENT AND COMPLETION OF THE PROJECT

#### Section 3.01    The Project

(a)     The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create the Contract Minimum Jobs Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2022.

(b)     Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300T form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c)     The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

#### Section 3.02    Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

#### Section 3.03    Filings and Reports

(a)     Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b)     The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c)     Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made

by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

## ARTICLE IV

### FILOT PAYMENTS

#### Section 4.01    FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

**Step 1:** Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

**Step 2:** Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

**Step 3:** Use a millage rate of 334.27 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

#### Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company's FILOT Payments for a period of ten (10) consecutive years of this Fee Agreement. The application of such Special Source Revenue Credits shall begin in the same year as the Commencement Date and shall be provided by the County in an amount equal to the following percentages of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement:

- i. Sixty percent (60%) for the first five (5) years of FILOT Payments; and
- ii. Thirty percent (30%) for years six (6) through ten (10) of FILOT Payments.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Revenue Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Revenue Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) Should the Company fail to meet either the Contract Minimum Investment Requirement or the Contract Minimum Jobs Requirement by the end of the Standard Investment Period, the Special Source Revenue Credits otherwise payable for years six (6) through ten (10) in an amount equal to thirty percent (30%) pursuant to Section 4.02(a) hereof shall be reduced to ten percent (10%) for years six (6) through ten (10) of the Fee Agreement; provided however, if the Company meets both the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement by the end of year

seven (7), the Special Source Revenue Credits the Company is entitled to receive shall be restored in accordance with Section 4.02(a) hereof for those remaining years of the term of this Fee Agreement. Under no circumstances will the Company be entitled to receive retroactive reimbursement for Special Source Revenue Credits reduced in past years in accordance with this Section 4.02(d).

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Revenue Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Fee 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.

(f) Each annual Special Source Revenue Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Revenue Credit to be provided to the Company for such property tax year.

(g) The Special Source Revenue Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

#### Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as 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 items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120<sup>th</sup>) day following the last day of the Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

#### Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

#### Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

#### Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the FILOT Payment with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

## ARTICLE V

### PARTICULAR COVENANTS AND AGREEMENTS

#### Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Revenue Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

#### Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

#### Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

#### Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or

a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

#### Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

#### Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees during the Exemption Period, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any violation of environmental laws during the Exemption Period with respect to the Project by the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees. The Company shall indemnify, defend and save the County 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 the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of

any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

#### Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

#### Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

#### Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the

obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

#### Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

#### Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

#### Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

#### Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

## ARTICLE VI

### DEFAULT

#### Section 6.01 Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

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

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

#### Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “Defaulting Entity”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and

notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

**ARTICLE VII**  
**MISCELLANEOUS**

Section 7.01    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 when 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:

If to the Company:

[Project Faith]  
Attn:

With a copy to:

Haynsworth Sinkler Boyd, P.A.  
Attn: J. Philip Land, Jr. (pland@hsblawfirm.com)  
One North Main Street  
2nd Floor  
Greenville, South Carolina 29601

If to the County:

Anderson County  
Attn: County Administrator  
101 S. Main Street  
Anderson, South Carolina 29624

With a copy to:

Anderson County Attorney  
101 S. Main Street  
Anderson, South Carolina 29624

Section 7.02    Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this 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 7.03    Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.04    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 7.05    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 7.06    Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07    Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08    Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. 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 to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09    Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10    Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11    Waiver

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

Section 7.12    Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article VII]

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Chairman and to be attested by the Clerk of the County Council; and 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

By: \_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

Attest:

By: \_\_\_\_\_  
Renee Watts, Clerk to Council  
Anderson County, South Carolina

*[Signature Page 1 to Fee in Lieu of Tax and Special Source Credit Agreement]*

**[PROJECT FAITH]**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature Page 2 to Fee in Lieu of Tax and Special Source Credit Agreement]*

**EXHIBIT A**

**LEGAL DESCRIPTION**

**[To Come]**

**EXHIBIT B**

**INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of \_\_\_\_\_, 2022 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20\_\_ was \$\_\_\_\_\_.

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

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

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT C**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of \_\_\_\_\_, 2022 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is \$ \_\_\_\_\_.

(2) As of December 31, 20\_\_\_\_, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$ \_\_\_\_\_.

(3) **[Use only if expenditures for personal property will be used to account for Special Source Revenue Credits.]** Of the total amount set forth in (2) above, \$ \_\_\_\_\_ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

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

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ORDINANCE NO. 2022-002**

**AN ORDINANCE TO PROVIDE FOR REDISTRICTING OF THE SEVEN COUNTY COUNCIL DISTRICTS OF ANDERSON COUNTY, AS TO POPULATION, PRIOR TO THE NEXT GENERAL ELECTION CYCLE FOLLOWING THE ADOPTION BY THE STATE OF SOUTH CAROLINA OF THE 2020 DECENNIAL CENSUS, PURSUANT TO SECTION 4-9-90, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Chapter 9 of Title 4, South Carolina Code, 1976, as amended (the “Code”), provides for the form and structure of county government in South Carolina: and,

**WHEREAS**, pursuant to such Chapter 9 of Title 4 of the Code, the County Council (the “County Council”) of Anderson County (the “County”) is currently organized in seven (7) single member County Council districts, numbered 1 through 7, inclusive, as duly directed by the voters of Anderson County pursuant to referendum; and

**WHEREAS**, Section 4-9-90 of the Code requires that all County Council districts must be reapportioned as to population by the County Council within a reasonable time prior to the next scheduled general election which follows the adoption by the State of South Carolina of each Federal Decennial Census; and

**WHEREAS**, the Act requires that the population variance between defined County Council election districts, pursuant to and following such reapportionment, shall not exceed ten percent (10%); and

**WHEREAS**, the State of South Carolina had now adopted the 2020 Federal Decennial Census; and,

**WHEREAS**, the next scheduled general election affecting Anderson County will be in November, 2022, with the primaries therefor scheduled for the Spring of 2022; and

**WHEREAS**, Anderson County Council therefore must reapportion the County Council districts of the County, pursuant to the Act, in sufficient time to conduct the aforementioned primaries.

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

1. In accordance with and pursuant to Section 4-9-90, South Carolina Code, 1976, as amended, and the 2020 Federal Decennial Census, as adopted by the State of South Carolina, the composition of the seven (7) current Anderson County Council districts is hereby revised, approved, and designated as shown on the attached map of Anderson County, South Carolina, and shall be as shown and designated on such map which is likewise approved, marked as Exhibit A, as the official designation of the seven (7) reapportioned Anderson County Council districts, to be effective immediately upon 3<sup>rd</sup> reading and approval of this Ordinance all as to be utilized for the November 2022 general election and all attendant primary activity thereto.

2. Anderson County Staff is hereby directed to prepare such hard copy and other media illustrations and representations of the attached map as are necessary to provide official notice of the reapportioned Anderson County Council districts, effective as noted herein and as to be utilized during the November 2022 general election and its attendant primaries, to the State Government of the State of South Carolina, and to all other interested and affected parties and individuals.

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

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

5. This Ordinance shall take effect and be in full force and effect after 3<sup>rd</sup> reading and enactment by County Council.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

Ordained this \_\_\_\_ day of \_\_\_\_\_ 2022, in meeting duly assembled.

**ATTTEST:**

\_\_\_\_\_  
Rusty Burns  
Anderson County Administrator

\_\_\_\_\_  
Tommy Dunn, Chairman

\_\_\_\_\_  
Renee Watts  
Clerk to Council

Approved As To Form:

\_\_\_\_\_  
Leon Harmon  
Anderson County Attorney

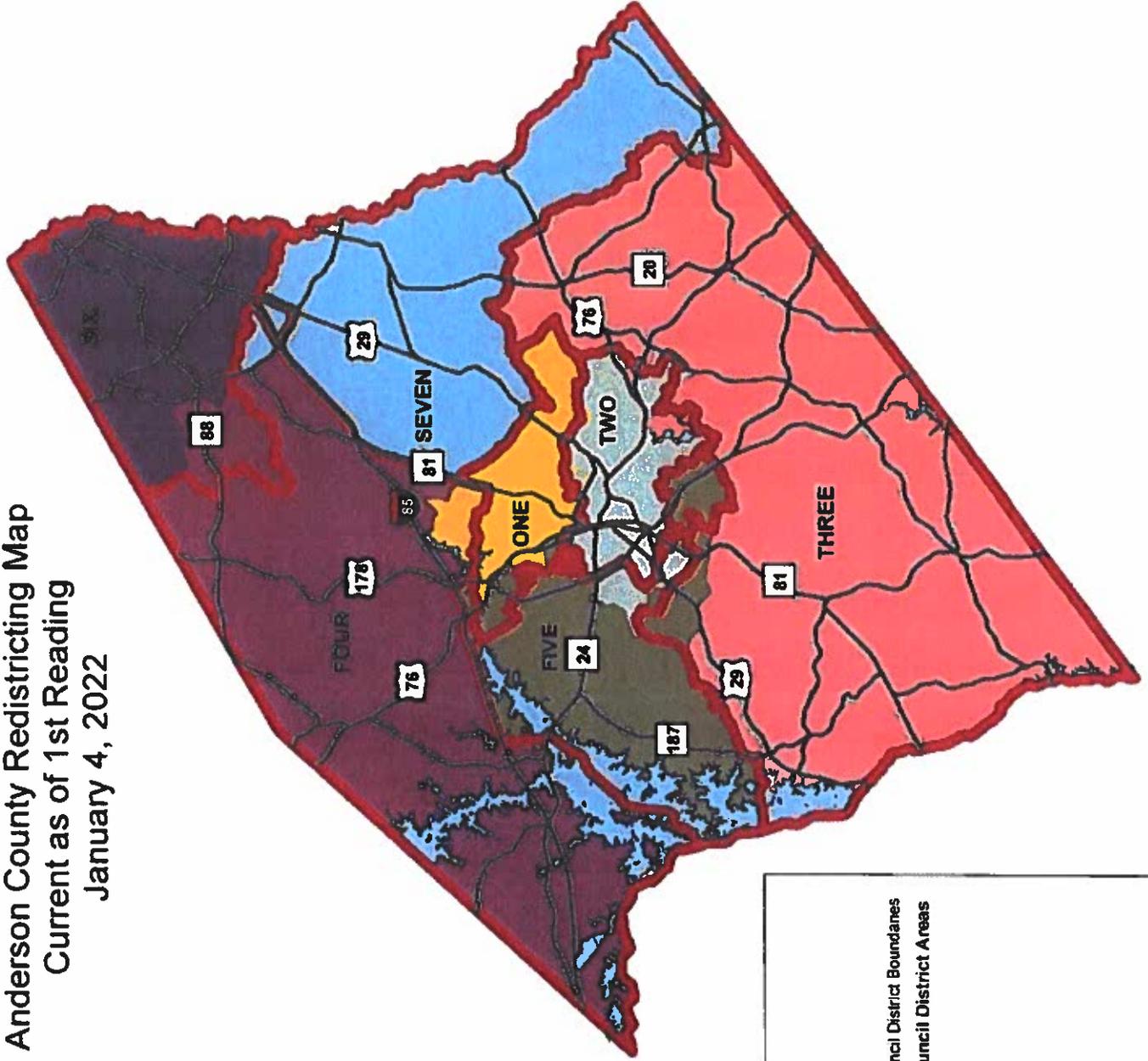
First Reading:     January 4, 2022  
Second Reading:    \_\_\_\_\_  
Third Reading:     \_\_\_\_\_  
Public Hearing:     \_\_\_\_\_  
                          \_\_\_\_\_

**EXHIBIT A**

**REDISTRICTING MAP**

# EXHIBIT A

## Anderson County Redistricting Map Current as of 1st Reading January 4, 2022



**Legend**

- Lakes
- Highways
- EXISTING Council District Boundaries
- Proposed NEW Council District Areas

One	Two	Three	Four	Five	Six	Seven
-----	-----	-------	------	------	-----	-------

**ORDINANCE NO. 2022-003**

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK (UNITED COMMUNITY BANK – PROJECT SPRUCE - ADDITIONAL PROPERTY); AND OTHER MATTER RELATED THERETO.**

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

**WHEREAS**, pursuant to Section 3(A) of the 2010 Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County; and

**WHEREAS**, in connection with certain incentives being offered by Greenville County to United Community Bank for Project Spruce, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County constituting a portion of the Project Spruce project site not previously included in the Park.

**NOW, THEREFORE**, be it ordained by Anderson County Council that the 2010 Agreement is hereby and shall be amended and revised to include the property located in Greenville County as further described on Exhibit A attached to this Ordinance (the “Additional Property), and, pursuant to Section 3(B) of the 2010 Agreement, upon adoption by Greenville County of a corresponding ordinance, the 2010 Agreement shall be deemed amended to so include such Additional Property in the 2010 Agreement, without further action by either County.

**ORDAINED** in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

**FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Rusty Burns  
Anderson County Administrator

\_\_\_\_\_  
Tommy Dunn, Chairman

\_\_\_\_\_  
Renee Watts  
Clerk to Council

**APPROVED AS TO FORM:**

\_\_\_\_\_

Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading:

2<sup>nd</sup> Reading: \_\_\_\_\_

3<sup>rd</sup> Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

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

Address: 509 Falls Street, Greenville, South Carolina

TMS #'s: 0069000200300, 0061000500500, and 0061000500501.

Legal Description: see attached survey



**STATE OF SOUTH CAROLINA**                    )  
  )  
**COUNTY OF ANDERSON**                    )

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of January 18, 2022, \_\_\_\_\_, 20\_\_ and \_\_\_\_\_, 20\_\_, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

\_\_\_\_\_  
Clerk, Anderson County Council

Dated: \_\_\_\_\_, 2022

**ANDERSON COUNTY**  
**ORDINANCE NO. 2022-004**

AN ORDINANCE TO AMEND SECTION 38-311(c) OF THE ANDERSON COUNTY, SOUTH CAROLINA CODE OF ORDINANCES TO ADD AN ADDITIONAL SUBSECTION TO ESTABLISH A TIME FRAME FOR CONSIDERATION OF PREVIOUSLY DISAPPROVED PROJECTS BY THE PLANNING COMMISSION; AND OTHER MATTERS RELATED THERETO.

**RESOLUTION NO. R2022-004**

**TO CERTIFY PROPERTY AT AND ADJACENT TO EQUINOX MILL, 200 JACKSON STREET, ANDERSON SC AS AN ABANDONED TEXTILE MILL SITE (TAX MAP NUMBERS 1231102014; 1231103002; 1231102028; 1231209001; 1231102015; 1231205003); AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the South Carolina Textiles Communities Revitalization Act (the “Act”) was enacted in Title 12, Chapter 65 of the South Carolina Code of laws (2008), as amended, to create an incentive for the rehabilitation, renovation, and redevelopment of abandoned textile mill sites located in South Carolina;

**WHEREAS**, the Act provides that it is necessary to encourage private investment and restore and enhance the tax base of the taxing districts in the areas by the redevelopment of these abandoned textile mill sites;

**WHEREAS**, Section 12-65-30 of the Act provides that a taxpayer who rehabilitates an abandoned textile mill site is eligible either for a credit against certain income taxes, license fees or premium taxes, or a credit against local property taxes;

**WHEREAS**, Equinox Mill LLC or its affiliates (the “Taxpayer”) has represented to the County that it is responsible for the rehabilitation of and expenses associated with certain real property located at and around 200 Jackson Street in the County of Anderson, South Carolina (the “County”) and further identified as Tax Map Numbers 1231102014; 1231103002; 1231102028; 1231209001; 1231102015; 1231205003 (collectively, the “Property”);

**WHEREAS**, Section 12-65-20(1) of the Act provides that a textile mill is “Abandoned” if at least eighty percent of the textile mill has been nonoperational as a textile mill for a period of at least one year, as further provided for in the Act;

**WHEREAS**, Section 12-65-20(4)(b)(iii) of the Act, as amended, provides for the inclusion of land and improvements which were used directly for textile manufacturing operations or ancillary uses, or were located on the same parcel or a contiguous parcel within one thousand feet of any textile mill structure or ancillary uses, provided the Property is located in a distressed area as designated by the applicable Council of Governments;

**WHEREAS**, the Property is an abandoned textile mill and was historically used for the manufacturing of cotton duck, and other ancillary uses, as further described in supporting documentation (Exhibit A);

**WHEREAS**, an aerial photograph (Exhibit B) shows the property;

**WHEREAS**, the Appalachian Council of Government has certified the Property as being located in a distressed area (Exhibit C) consistent with Section 12-65-20(4)(b)(iii) of the Act;

**WHEREAS**, the Taxpayer desires to rehabilitate the Property;

**WHEREAS**, the Property is located within the County;

**WHEREAS**, pursuant to the Act, a taxpayer may apply to the municipality or county in which the textile mill site is located for a certification of the textile mill site made by ordinance or binding resolution of the governing body of the municipality or county, which certification shall include findings that the:

- (1) textile mill site was a textile mill as defined in SC Code Section 12-65-20(3);
- (2) textile mill site has been abandoned as defined in SC Code Section 12-65-20(1); and
- (3) geographic area of the textile mill site is located within a Distressed Area as designed by the applicable Council of Government and consistent with SC Code Section 12-65-20(4).

**WHEREAS**, the Taxpayer has applied to the County for a certification of the Property as a textile mill site under the Act in order to encourage investment by potential investors in the redevelopment of the Property; and

**WHEREAS**, the County wishes to provide the requested certification following due inquiry;

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

Section 1. Taxpayer has submitted to the County a request for a certification of the Property as a textile mill site pursuant to Section 12-65-60 of the Act.

Section 2. Based upon the information provided to it by the Taxpayer, the County hereby certifies pursuant to the Act that:

- a. The Property was a textile mill as defined in SC Code Section 12-65-20(3).
- b. The Property has been abandoned as defined in SC Code Section 12-65-20(1).
- c. The geographic area of the Property is located within a Distressed Area as designed by the applicable Council of Government and consistent with the definition of a textile mill site, as defined in SC Code Section 12-65-20(4).

Section 3. This Resolution provides no property tax relief whatsoever, and the County approves this resolution with the understanding Taxpayer will take any credits against State income taxes; further, the County expresses no opinion regarding the availability of same to Taxpayer beyond the certification contained herein.

Section 4. This Resolution shall become effective upon the date of enactment.

*[Signature pages follow.]*

**DONE** in meeting duly assembled this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman

---

Renee Watts  
Clerk to County Council

**APPROVED AS TO FORM:**

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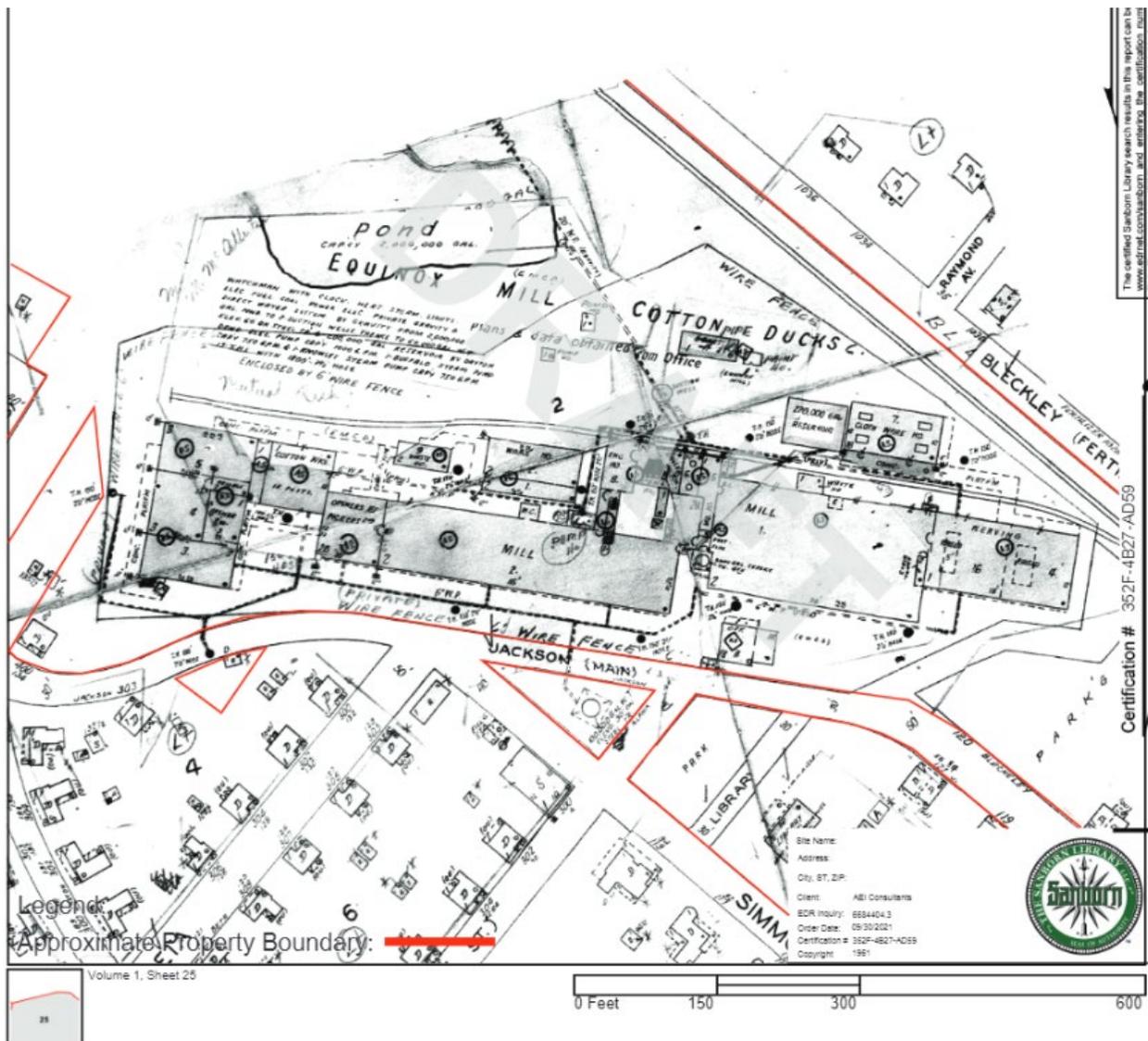
Leon C. Harmon  
Anderson County Attorney



Exhibit A  
Equinox Mill LLC Supporting Documentation

From 1900 to 1998, the Equinox Mill site was occupied by Cox Manufacturing Company, Equinox Mill and Glen Raven Mill Village. The main textile mill occupied the central portion of the property. The mill was closed in 1998.

The below 1961 Sanborn maps show the Equinox Mill and the surrounding property that was used for ancillary uses.





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Certification # 352F-4B27-AD59

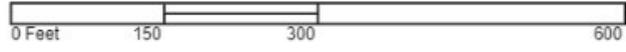
Site Name:  
 Address:  
 City, St., ZIP:  
 Client: A&I Consultants  
 SDR Inquiry: 8854404.2  
 Order Date: 05/03/2011  
 Certification #: 352F-4B27-AD59  
 Copyright: 1981



Legend:  
 Approximate Property Boundary: ———



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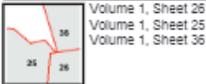


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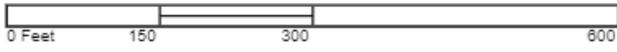
Certification # 352F-4B27-AD59

Legend  
 Approximate Property Boundary

Site Name: 067562  
 Address: 200 Jackson Street  
 City, ST, ZIP: Anderson, SC 29602  
 Client: J&J Consultants  
 EDR Inquiry: 00000000  
 Order Draw: 00000001  
 Certification #: 000F-4B27-AD59  
 Copyright: 1991



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 Volume 1, Sheet 25  
 Volume 1, Sheet 26



City directories from 1964 to 1986 also list the Equinox Mill site located at 200 Jackson Street.

JACKSON ST 1986

JACKSON ST (EQUINOX MILLS)—FROM  
15 ROGERS NORTHWEST 1 WEST OF  
KATES

ZIP CODE 29621

100 Vacant  
101 Watson Eddie H Mrs @ 224-4519  
102 Turner Barbara J 224-6257  
103 Miller Belle S Mrs @ 224-3217  
104 Hall Alma R @  
105 Wood Vicki G @ 224-6039  
106 Brown Walter R @ 224-9814  
107 Brown J C @ 224-8892  
108 Hall James L @ 224-2924  
109 No Return  
110 Adams Claude E @ 225-7939  
111 Nichols Jessie @ 225-1964  
112\*Parker Rosa I. Mrs @ 225-5024  
113 Lawing Layton C @ 226-6484  
114 No Return  
115 Voyles Wm J @ 226-5427  
117\*Ledford Rayford J 225-6174

LIBRARY BEGINS  
ALPHA BEGINS  
200 Equinox Plant Glenn Raven-Mills Inc  
acrylic goods 224-1671

BETA BEGINS  
303 Vacant  
BOSTON ENDS  
400 Vacant  
401 Mc Coy Mae P Mrs 224-3604  
402 Brock Harold L @ 225-6023

FLETHCHER BEGINS  
500 Watson Delrey H Mrs @ 226-1526  
502 Brock Madge R Mrs @ 224-4259  
504 Waldrep Radie C Mrs @ 226-6400  
506 Stone Mae W Mrs @ 226-6478

SIMPSON BEGINS  
602\*Craft Jas W @ 224-2247  
603\*Dyrn Paul  
604 Horne R L Jr @ 226-0129  
606 Vacant  
607 Craft James T @ 224-4592  
608 Brown Jimmy M @ 226-0405

4341 HIGHWAY 24  
ANDERSON, S. C. (29624)

JACKSON ST 1976

JACKSON ST (EQUINOX MILLS)—FROM  
15 ROGERS NORTHWEST 1 WEST OF  
KATES

ZIP CODE 29621

100 Shaw Prue E @ 224-6518  
101 Watson Cleo C @ 224-4519  
102 Wentzky Ida B Mrs @ 225-2650  
103 Evans Abilena 226-6912  
104 Nalley Burrell P @ 226-2136  
105 Wood Wm H @ 224-6039  
106 Stancil Louise  
107 Lee Lola M @ 224-3973  
108 Hall James L @ 224-2924  
109\*Hawkins Larry @ 226-7936  
110 Adams Claude E @ 225-7939  
111 Rider Brenda  
112 Parker R Hyatt @ 225-5024  
113 Lawing Layton C @ 226-6484  
114 Mc Clain Georgia M Mrs 226-3904  
115 Voyles May Belle C Mrs @ 226-5427  
117 Cape Rodger

LIBRARY BEGINS  
ALPHA BEGINS  
200 Equinox Mill-Division West Point  
Pepperell Inc cotton gds 224-1671

BETA BEGINS  
303 Ivester R A @ 225-4815

JACKSON ST 1981

ALPHA BEGINS  
200 Equinox Mill-Division West Point  
Pepperell Inc cotton gds 224-1671

BETA BEGINS  
303 Ivester R A @ 225-4815  
305 Johnson's Grocery  
BOSTON ENDS  
400\*Cash Johnny L @  
401 Mc Coy Mae P Mrs @ 224-3604  
402 Brock Harold L @

FLETHCHER BEGINS  
500 Watson Hovey S @ 226-1526  
502 Brock Madge R @ 224-4259  
504 Waldrep Radie C Mrs @ 226-6400  
506 Stone Mae W Mrs @ 226-6478

SIMPSON BEGINS  
602 Craft J Waco @ 224-2247  
603\*Childs Robt L @  
604 Horne R L Jr @ 226-0129  
606 Vacant  
607 Craft James T @ 224-4592  
608 Brown Jimmy M 226-8013  
609\*Carlton Joseph @ 226-1475  
612\*Sammons Terry  
615 Patterson Johnny P 226-3180  
Rear Hawkins Refrigeration & Appliance  
Service 224-1756  
Tensley W Paul @ 224-2262  
616 Hawkins Wm H @ 226-4882

HAWKINS BEGINS  
702 Brenda's Grocery 225-3801  
704 Tensley W Clayton @ 225-7621  
705 Vickery Hoyt C @ 226-2289  
707 Vickery's Grocery 225-9365  
708 Adams Robt E 226-0650  
709\*Holden Larry D  
710 Moore Wm H @  
711 Dunn Roger J @ 226-2884  
712 Richey Woodrow G @ 225-8230

BOYCE BEGINS  
802 Vickery Mary E Mrs @ 224-0105  
804 Dot's Gift Shop  
810 Vacant  
812 Haney Mae @ 226-1092

HORSESHOE BEND RD BEGINS

19

Tel. 225-1051  
Salem Rd. Rt. 12, Box 123 (296

JACKSON ST 1971

JACKSON ST (EQUINOX MILLS)—FROM  
15 ROGERS NORTHWEST 1 WEST OF  
KATES

ZIP CODE 29621

100 Shaw Prue E @ 224-6518  
101 Watson Cleo C Mrs @ 224-4519  
102 Wentzky Ida B Mrs @ 226-2650  
103 Lee Lola M 224-3973  
104 Nalley Burrell P @ 226-2156  
105 Wood Wm H @ 224-6039  
106 Rider Floyd Y Jr  
107 Simpson Eula M Mrs @ 224-1423  
108 Hall James L @ 224-2924  
109 Brock G Wilton @ 226-3754  
110 Adams Claude E @ 226-7939  
111 Cheek Horace L @ 224-1523  
112 Parker R Hyatt @ 225-5024  
113 Lawing Layton C @ 226-6484  
114 Duckett Georgia M Mrs 226-3904  
115 Voyles Claude E @ 226-8427  
117 Shaw J Frank @ 224-3984

KATES ENDS  
LIBRARY BEGINS  
ALPHA BEGINS  
209 Equinox Mill (Division West Point  
Pepperell Inc) cotton gds 224-1671

SIMPSONS ENDS  
BETA BEGINS  
303 Ivester R A @  
305 Johnson's Grocery  
BOSTON ENDS  
400 Mize Jesse H  
401 Mc Coy Kelsey C @ 224-3604  
402 Brock Harold L @

JACKSON ST 1968

101 WATSON CLEO C • 224-4519  
 102 WENTZKY IDA S MRS • 225-2650  
 103 LEE LOLA 224-3973  
 104 NALLEY BURRELL P • 226-2136  
 105 WOOD WM H • 224-6039  
 106 LOGGINS LORANZA L • 226-7087  
 107 SIMPSON EULA M MRS • 224-1423  
 108 HALL JAMES L •  
 109 BROCK G WILTON • 226-3764  
 110 ADAMS CLAUDE E • 225-7939  
 111 CHEEK HORACE L • 224-1523  
 112 PARKER R HYATT • 225-5024  
 113 LAWING LAYTON C • 226-6484  
 114 BALLARD SUE M MRS 226-3904  
 115 VOYLES CLAUDE E • 226-5427  
 117 SHAW J FRANK • 226-4804  
 ---KATES ENDS  
 ---LIBRARY BEGINS  
 ---ALPHA BEGINS  
 200 EQUINOX MILL (DIVISION WEST  
 POINT PEPPERELL INC) COTTON  
 GDS 224-1671  
 ---SIMMONS ENDS  
 ---BETA BEGINS  
 303 IVESTER R A •  
 305 JOHNSON'S GROCERY  
 ---BOSTON ENDS  
 400 MIZE JESSE H  
 401 MC COY KELSEY C • 224-3604  
 402 BROCK HAROLD L •  
 ---FLETHCHER BEGINS  
 500 WATSON STANLEY H • 226-1526  
 501 BOY SCOUTS OF AMERICA (HUT)  
 502 BROCK MADGE R  
 504 WALDREP RADIE C MRS •  
 226-6400  
 506 POWELL BENJ F • 224-1526  
 ---SIMPSON BEGINS  
 600 VACANT  
 601 CARLTON DANL D •  
 602 MULLINAX MINNIE W MRS •  
 224-1724  
 606 CLEVELAND'S BARBER SHOP  
 607 CRAFT JAMES T • 224-4592  
 608 DAVIS RALPH P  
 609 CARLTON JOE • 226-1475  
 612 VERNON DE WITT O • 224-4694  
 614 HAWKINS LUTHER H • 226-8794  
 615 TEASLEY W PAUL •  
 616 HAWKINS WM H • 226-4882  
 ---HAWKINS BEGINS  
 702 CAROLYN'S CASH GROCERY  
 704 TEASLEY W CLAYTON • 225-7621  
 705 VICKERY HOYT C • 226-2269  
 707 VICKERY'S GROCERY 225-9365  
 708 CLARK CECIL O 226-5706  
 709 HUGGINS JIMMY L  
 710 MOORE WM H •  
 711 RAMSEY CELIA MRS 226-2273  
 712 RICHEY WOODROW G • 225-8230

JACKSON ST 1964

112 PARKER R HYATT • CA5-5024  
 113 LAWINGS LAYTON C • 224-0470  
 114 PATTERSON DRUCILLA P MRS •  
 224-4949  
 115 VOYLES CLAUDE E • CA5-8709  
 117 SHAW J FRANK 225-7973  
 ---KATES ENDS  
 ---LIBRARY  
 ---LIBRARY BEGINS  
 ---ALPHA BEGINS  
 200 EQUINOX MILL (DIVISION WEST  
 POINT MFG CO) MFR COTTON GDS  
 224-1617  
 EQUINOX COMMUNITY HOUSE  
 224-1671  
 ---SIMMONS ENDS  
 ---BETA BEGINS  
 303 IVESTER R A •  
 ---BOSTON ENDS  
 400 MIZE JESSE H A  
 401 MC COY K C • CA4-3604  
 402 BROCK HAROLD D • CA4-1012  
 ---FLETHCHER BEGINS  
 500 WATSON S HOVEY • CA6-1526  
 501 BOY SCOUTS OF AMERICA (HUT)  
 502 DICKERSON HENRY P • CA6-1423  
 504 WALDROP CLARENCE L • 226-6400  
 506 POWELL BENJ F • CA4-1526  
 ---SIMPSON BEGINS  
 600 DYAR'S CASH GROCERY  
 601 CARLTON MAUDE B MRS •  
 CA5-9774  
 602 MULLINAX MINNIE W MRS •  
 CA4-1724  
 606 CLEVELAND'S BARBER SHOP  
 607 CRAFT JAMES T • CA4-4592  
 608 DAVIS RALPH P  
 609 CARLTON JOE • CA6-1475  
 612 VERNON DE WITT O • CA4-4694  
 614 HAWKINS LUTHER H •  
 615 TEASLEY W PAUL • CA6-2391  
 616 HAWKINS WM H • CA6-4882  
 ---HAWKINS BEGINS  
 702 CAROLYN'S CASH GROCERY  
 704 TEASLEY W CLAYTON • CA5-7621  
 705 VICKERY HOYT C •  
 707 VICKERY'S GROCERY CA5-9365  
 708 MURPHY FELIX E  
 709 CARLTON DANL G  
 710 MOORE WM H •  
 711 FORD CHARLES  
 SELF NAOMI S MRS 226-3243  
 712 RICHEY WOODROW G • CA5-8230  
 ---BOYCE BEGINS  
 802 VICKERY MARY E MRS • CA4-0105  
 804 JACKSON STREET GROCERY  
 19  
 ---HORSESHOE BEND RD BEGINS  
 ---STONE DR BEGINS

465 E. WHITNER

PHONE

Exhibit B  
Aerial Photograph

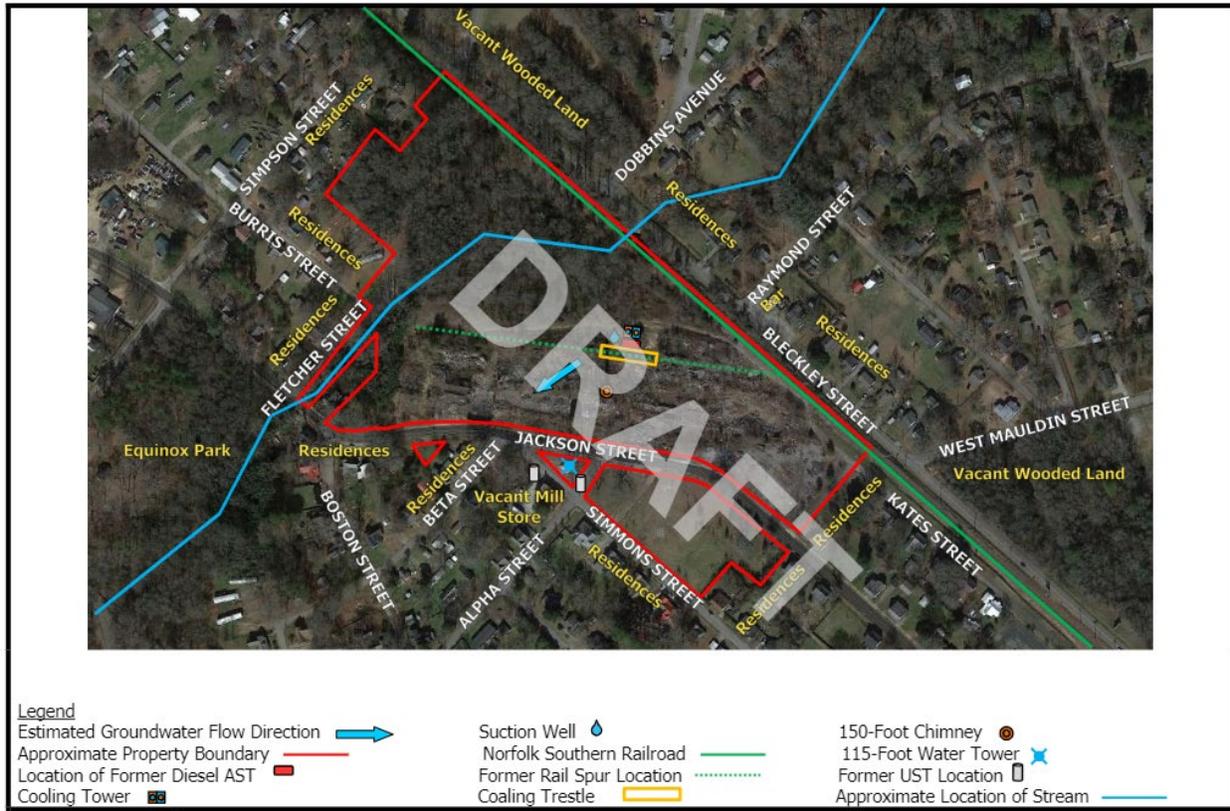


Exhibit C  
Appalachian Council of Governments Certification



Jon Caime  
Anderson County  
PO Box 8002  
Anderson, SC 29622

January 10, 2022

Dear Jon,

Amendments to the South Carolina Textiles Communities Revitalization Act provide the opportunity for tax credits for certain activities pertaining to a property that is located in a distressed area, as designated by the applicable council of governments. At their regular meeting on October 26, 2018, the Appalachian Council of Governments Board of Directors made these designations for Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg Counties.

Through this correspondence, I am certifying that Anderson County tax parcels 123-11-02-014, 123-11-02-015, 123-11-02-026, 123-11-02-028, 123-11-03-002, 123-12-05-003, and 123-12-09-001 are in a distressed area of the State of South Carolina as designated by the Board of Directors of the Appalachian Council of Governments.

If we may provide further assistance, please do not hesitate to let me know.

With regards,



E. Brooke Ferguson  
Economic Development Director



# MEMORANDUM

## ADMINISTRATOR'S OFFICE

**DATE:** 1/13/2022

**TO:** COUNTY COUNCIL

**CC:** RUSTY BURNS  
County Administrator

**FROM:** STEVE NEWTON  
Governmental Affairs

**SUBJECT:** ANDERSON AREA YMCA GRANT PROJECT

The Anderson Area YMCA is seeking a grant from the U.S. Economic Development Administration to assist with construction of improvements at their facility on Evergreen Road off Highway 81 North. The EDA's authorizing legislation defines an "eligible recipient" as (among several other categories):

"a public or private nonprofit organization or association acting in cooperation with officials of a political subdivision of a State."

Staff requests permission from Council to work with AAYMCA and prepare whatever documents are needed establish that the organization is working "in cooperation with a political subdivision". Two items of importance:

- We are not being asked, nor are we required under the statute, to commit any matching or other funds for this project as part of our action "in cooperation". Any and all matching and operational funds will be provided by AAYMCA.
- Staff has reviewed this grant and found that we currently have no projects that are either eligible or competitive for this particular grant; therefore, our cooperation with AAYMCA will not conflict with county interests.

I am, as always, available for questions.

**Tommy Dunn**  
Chairman, District 5

**John B. Wright, Jr.**  
Council District 1

**Ray Graham**  
Council District 3

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Brett Sanders**  
V. Chairman, District 4

**Glenn A. Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee Watts**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org



# MEMORANDUM

## ANDERSON COUNTY DEVELOPMENT STANDARDS

**DATE:** January 7, 2022

**TO:** Renee Watts  
Clerk to Council

**FROM:** Tim Cartee  
Land Development Administrator

**CC:** Holt Hopkins, Alesia Hunter

**SUBJECT:** Yorkshire Farms Subdivision

---

Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following road into the County Maintenance System.

This will add 3,192 feet of paved roads to the county maintenance system.

Developer: Mark III Properties, Inc.  
Location: Circle Road  
County Council District: 6  
Roads: Sevan Lane, Plumblee Lane, Terpack Lane and Starling Avenue

Please feel free to contact me at (260-4719) if you need more information.

**Tommy Dunn**  
Chairman, District 5

**John B. Wright, Jr.**  
Council District 1

**Ray Graham**  
Council District 3

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Brett Sanders**  
V. Chairman, District 4

**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee Watts**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org



# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** 1/7/2022

**TO:** **Alesia Hunter**  
Development Standards

**FROM:** **Norman McGill**  
Roadway Management Supervisor

**CC:** **Holt Hopkins**

**SUBJECT:** **Yorkshire Farms Subdivision**

---

To the best of my ability, I certify that there are no known drainage issues in **Yorkshire Farms** on the roads listed below. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. The roads of this phase of the subdivision are now eligible to be considered for acceptance into the county maintenance system. This will add **3,192** feet of paved roads to the county maintenance system.

**District:** 6

**Location:** Yorkshire Farms Subdivision

**Roads:** Seven Lane (P-01-0405), Terpack Trl (P-01-0406),  
Starling Ave. (P-01-0407), & Plumblee Ln (P-01-0408)

**Tommy Dunn**  
Chairman, District 5

**John B. Wright**  
Council District 1

**Ray Graham**  
Council District 3

**Cindy Wilson**  
Council District 7

**Brett Sanders**  
V. Chairman, District 4

**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee Watts**  
Clerk to Council

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org

Roads & Bridges Department



CIRCLE RD C-01-0048

Benton Park

CIRC-01-0039

PARK DR C-01-0029

STARLING AVE P-01-0407

TERPACK TRL P-01-0406

Yorkshire Farms

Easley  
29642

PLUMBLEE LN P-01-0408

SEVAN LN P-01-0405

Kensington

KENSINGTON LAKE DR C-01-0070E

January 11, 2022

DISTRICT 1 - SPECIAL PROJECTS  
001-5829-001-241  
FY Ended June 30, 2022

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2021 - 2022	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	1,509.43
7/20/2021	7/28/2021	97710	Hope Missions (Install sink and cabinetry)	(1,500.00)
8/3/2021	8/5/2021	8302 Treas	Lot Project (Charity Cornhole Tournament)	(500.00)
9/7/2021	9/22/2021	99062	Anderson Interfaith Ministries	(1,000.00)
9/7/2021	9/15/2021	99004	Anderson County Chapter of the SC Genealogical Society	(500.00)
9/21/2021	9/29/2021	99330	Anderson County Convention Visitor Bureau	(1,000.00)
9/21/2021	9/29/2021	JE 9041	Anderson County Museum ( Hall of Fame Ceremony)	(250.00)
10/5/2021	10/13/2021	99734	Angel Elite Model Troups (Fashion Show Fundraiser)	(2,500.00)
11/2/2021	11/10/2021	515	Anderson Federation of the Blind (Christmas Dinner and Venue Cost)	(500.00)
11/16/2021	12/1/2021	898	Anchored in His Grace Ministry ( Christmas Lunch for Homeless)	(300.00)
11/16/2021	12/1/2021	997	Honea Path Police Department (Reading Program)	(350.00)
11/16/2021	12/1/2021	1089	United Negro College Fund (Scholarships)	(500.00)
11/16/2021	12/1/2021	1116	YMCA (Reindeer Run)	(3,000.00)

SUB-TOTAL 29,609.43

Committed:

Ending Balance 29,609.43

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

Renee Watts, Clerk to Council

DATE: \_\_\_\_\_



Jana Pressley, Assistant Finance Manager

DATE: January 11, 2022

January 11, 2022

DISTRICT 2 - SPECIAL PROJECTS  
001-5828-002-241  
FY Ended June 30, 2022

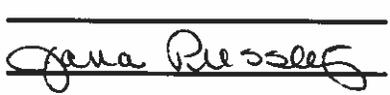
<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2021 - 2022	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	32,587.50
7/20/2021	7/28/2021	97632	Anderson Jets Track Club (Uniforms, travel, etc.)	(1,400.00)
7/20/2021	7/28/2021	97694	Friends of Broadway (Community day expenses)	(500.00)
7/20/2021	6/16/2021	96482	Homeland Park Fire (fireworks - July 4th)	(3,000.00)
7/20/2021	7/28/2021	97788	Westside Community Center (Assist in purchasing needed equipment)	(500.00)
8/17/2021	8/10/2021	8303 (Treas)	Friends of Broadway Lake	(1,500.00)
9/22/2021	9/15/2021	98898	Anderson Interfaith Ministries	(1,000.00)
9/22/2021	9/15/2021	99004	Anderson County Chapter of the SC Genealogical Society	(250.00)
9/21/2021	9/29/2021	99330	Anderson County Convention Visitor Bureau	(1,000.00)
11/2/2021	11/10/2021	515	Anderson Federation of the Bolind (Christmas Dinner and Venue Cost)	(500.00)
11/16/2021	12/1/2021	898	Anchored in His Grace Ministry ( Christmas Lunch for Homeless)	(250.00)
11/16/2021	12/1/2021	997	Honea Path Police Department (Reading Program)	(200.00)
11/16/2021	12/1/2021	1089	United Negro College Fund (Scholarships)	(1,000.00)
11/16/2021	12/1/2021	1117	YMCA (Reindeer Run)	(1,000.00)

SUB-TOTAL 60,487.50

Committed:

Ending Balance 60,487.50

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



Renee Watts, Clerk to Council  
Jana Pressley, Assistant Finance Manager

DATE: \_\_\_\_\_  
DATE: January 11, 2022

January 11, 2022

DISTRICT 3 - SPECIAL PROJECTS  
001-5829-003-241  
FY Ended June 30, 2022

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2021 - 2022	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	918.89
7/20/2021	7/28/2021	97625	American Legion Post #44 (Replace heat pump)	(4,000.00)
7/20/2021	7/28/2021	97675	Crescent Elite Shooters (Fee for shooting team)	(1,500.00)
8/3/2021	8/11/2021	98044	Iva Recreation Assoc for Starr - Iva 12 U All Stars Trip Travel	(500.00)
8/3/2021	8/11/2021	98119	Starr Fire Department	(1,500.00)
9/7/2021	9/15/2021	99004	Anderson County Chapter of the SC Genealogical Society	(250.00)
9/21/2021	9/29/2021	99330	Anderson County Convention Visitor Bureau	(1,000.00)
9/21/2021	9/29/2021	JE 9041	Anderson County Museum ( Hall of Fame Ceremony)	(250.00)
10/5/2021	10/13/2021	99734	Angel Elite Model Troups (Fashion Show Fundraiser)	(500.00)
11/2/2021	11/10/2021	515	Anderson Federation of the Bolind (Christmas Dinner and Venue Coat)	(500.00)
11/16/2021	12/1/2021	698	Anchored in His Grace Ministry ( Christmas Lunch for Homeless)	(250.00)
11/16/2021	12/1/2021	997	Honea Path Police Department (Reading Program)	(200.00)
11/16/2021	12/1/2021	1089	United Negro College Fund (Scholarships)	(500.00)
1/4/2022	1/12/2022		Crescent Elite Shooters (Fee for shooting team)	(200.00)

SUB-TOTAL 29,768.89

Committed:

11/2/2021			Town of Iva (Museum roof repairs)	(8,000.00)
12/7/2021			City of Belton (Repair generator for backup to Fire and City Hall)	(6,000.00)

Ending Balance 15,768.89

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

Renee Watts, Clerk to Council

DATE: \_\_\_\_\_



Jana Pressley, Assistant Finance Manager

DATE: January 11, 2022

January 11, 2022

DISTRICT 4 - SPECIAL PROJECTS  
001-5829-004-241  
FY Ended June 30, 2022

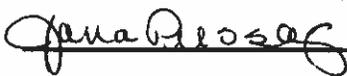
<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2021 - 2022	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	43,206.99
8/3/2021	8/5/2021	8302 Treas	Lot Project (Charity Cornhole Tournament)	(500.00)
9/7/2021	9/15/2021	98898	Anderson Interfaith Ministries	(500.00)
9/7/2021	9/15/2021	98982	Pendleton Farmer's Society	(1,500.00)
9/21/2021	9/29/2021	99330	Anderson County Convention Visitor Bureau	(1,000.00)
9/21/2021	9/29/2021	JE 9041	Anderson County Museum ( Hall of Fame Ceremony)	(250.00)
10/5/2021	10/13/2021	99734	Angel Elite Model Troups (Fashion Show Fundraiser)	(1,000.00)
11/2/2021	11/10/2021	515	Anderson Federation of the Bolind (Christmas Dinner and Venue Cost)	(500.00)
11/16/2021	12/1/2021	898	Anchored in His Grace Ministry ( Christmas Lunch for Homeless)	(500.00)
11/16/2021	12/1/2021	1089	United Negro College Fund (Scholarships)	(500.00)
11/16/2021	12/1/2021	1118	YMCA (Reindeer Run)	(1,000.00)

SUB-TOTAL 75,956.99

Committed:

Ending Balance 75,956.99

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



Renee Watts, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: \_\_\_\_\_

DATE: January 11, 2022

January 11, 2022

DISTRICT 5 - SPECIAL PROJECTS  
001-5829-005-241  
FY Ended June 30, 2022

			Budget 2021 - 2022	35,000.00
			From Accommodations Fee	5,000.00
			Brought Forward	27,240.05
7/20/2021	7/28/2021	97788	Westside Community Center (Assist in purchasing needed equipment)	(500.00)
8/3/2021	8/5/2021	8302 Treas	Lot Project (Charity Cornhole Tournament)	(500.00)
9/7/2021	9/15/2021	98898	Anderson Interfaith Ministries	(500.00)
9/7/2021	9/15/2021	99004	Anderson County Chapter of the SC Genealogical Society	(500.00)
9/21/2021	9/28/2021	99330	Anderson County Convention Visitor Bureau	(500.00)
9/21/2021	9/28/2021	JE 9041	Anderson County Museum ( Hall of Fame Ceremony)	(250.00)
10/5/2021	10/13/2021	99734	Angel Elite Model Troups (Fashion Show Fundraiser)	(500.00)
11/2/2021	11/10/2021	515	Anderson Federation of the Bolind (Christmas Dinner and Venus Cost)	(500.00)
11/16/2021	12/1/2021	898	Anchored in His Grace Ministry ( Christmas Lunch for Homeless)	(400.00)
1/4/2022	1/12/2022		Crescent Elite Shooters (Fee for shooting team)	(200.00)

SUB-TOTAL 62,890.05

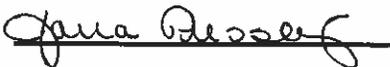
Committed:

Ending Balance 62,890.05

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

Renee Watts, Clerk to Council

DATE: \_\_\_\_\_



Jana Pressley, Assistant Finance Manager

DATE: January 11, 2022

January 11, 2022

DISTRICT 6 - SPECIAL PROJECTS  
001-5829-006-241  
FY Ended June 30, 2022

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2021 - 2022	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	11,294.45
8/17/2021	8/25/2021	98396	CESA - Tri County Soccer	(6,000.00)
9/7/2021	9/15/2021	98004	Anderson County Chapter of the SC Genealogical Society	(500.00)
9/7/2021	9/15/2021	98985	Powdersville League of Athletic Youth (PLAY) To purchase office equipment	(1,000.00)
9/7/2021	9/15/2021	98985	Powdersville League of Athletic Youth (PLAY) Baseball & Football Field Maint	(5,000.00)
9/21/2021	9/29/2021	JE 9041	Anderson County Museum ( Hall of Fame Ceremony)	(250.00)
11/2/2021	11/10/2021	515	Anderson Federation of the Bolind (Christmas Dinner and Venue Cost)	(500.00)
11/16/2021	12/1/2021	898	Anchored in His Grace Ministry ( Christmas Lunch for Homeless)	(300.00)
11/16/2021	12/1/2021	997	Honea Path Police Department (Reading Program)	(300.00)

SUB-TOTAL 37,444.45

Committed:

Ending Balance 37,444.45

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

Renee Watts, Clerk to Council

DATE: \_\_\_\_\_



Jana Pressley, Assistant Finance Manager

DATE: January 11, 2022

January 11, 2022

DISTRICT 7 - SPECIAL PROJECTS  
001-5829-007-241  
FY Ended June 30, 2022

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2021 - 2022	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	800.00
7/20/2021	7/28/2021	97786	Watkins Community Center (Support operations of center)	(1,500.00)
8/17/2021	8/25/2021	98392	Carolina Community Center (Recreational Purposes)	(5,000.00)
8/17/2021	8/25/2021	98398	Cheddar Youth Center (Recreational Purposes)	(5,000.00)
8/17/2021	8/25/2021	98436	Honea Path Free Clinic (Operational Cost)	(2,500.00)
8/17/2021	8/25/2021	98512	Town of Honea Path (Recreational Purposes)	(5,000.00)
8/17/2021	8/25/2021	98513	Town of Pelzer (Recreational Purposes)	(5,000.00)
8/17/2021	8/25/2021	98515	Town of West Pelzer (Recreational Purposes)	(5,000.00)
8/17/2021	8/25/2021	98516	Town of Williamston(Recreational Purposes)	(5,000.00)
9/7/2021	9/15/2021	99004	Anderson County Chapter of the SC Genealogical Society	(500.00)
9/21/2021	9/29/2021	99330	Anderson County Convention Visitor Bureau	(500.00)
9/21/2021	9/29/2021	JE 9041	Anderson County Museum ( Hall of Fame Ceremony)	(250.00)
10/5/2021	10/13/2021	99734	Angel Elite Model Troups (Fashion Show Fundraiser)	(500.00)
11/2/2021	11/10/2021	515	Anderson Federation of the Bolind (Christmas Dinner and Venue Cost)	(500.00)
11/16/2021	12/1/2021	898	Anchored in His Grace Ministry ( Christmas Lunch for Homeless)	(200.00)
11/16/2021	12/1/2021	997	Honea Path Police Department (Reading Program)	(1,500.00)
11/16/2021	12/1/2021	1089	United Negro College Fund (Scholarships)	(200.00)

SUB-TOTAL 2,650.00

Committed:

Ending Balance 2,650.00

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

Renee Watts, Clerk to Council

DATE:



Jana Pressley, Assistant Finance Manager

DATE: January 11, 2022

All Project Report - December 31st 2021

Total	\$2,220,842.04
FY 18-19 Budget	\$1,500,000.00
Transfer In	\$720,842.04
Committed	\$2,213,998.59
<b>AVAILABLE</b>	\$6,843.45

Prepared by: Amy Merritt  
 Date: 1-4-22  
 Certified by: Neil Carney  
*Neil Carney*  
 Date: 1-10-22

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 Homea Path	Paving	\$48,000.00	\$18,345.05	
08/07/18	Town of Peizer	Paving	\$17,000.00	\$5,355.80	
08/07/18	Town of West Peizer	Paving	\$25,000.00	\$25,000.00	
08/07/18	Town of Williamson	Paving	\$52,000.00	\$38,454.10	
08/21/18	School District Road in D6	Paving	\$0.00	\$0.00	
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:			\$2,213,998.59	\$2,651,664.18	

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
Overidge Court	1	CS/Pave	\$18,908	\$19,346.79	01/00/00
Harrison 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	\$81,550.68	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
Crossing 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	\$138,488.54	01/00/00
Airline Road	3/5	FDP/ST/FS	\$243,293	\$237,157.95	01/00/00
Fetlower 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 December 31st, 2021

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$65,290.00
Committed	\$65,290.00
AVAILABLE	\$0.00

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

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	\$56,306.16	\$56,306.16	Incomplete
1/16/2018	Oak Hill Drive Traffic Control	Radar sign & reflectors	\$3,903.03	\$3,903.03	Incomplete
Totals			\$60,209.19	\$60,209.19	

District 1 Paving Plan		Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
Approval Date	Project				
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 December 31st, 2021

Prepared By: Amy Merritt  
 Roads & Bridges  
 Date: January 4, 2022  
 Amy Merritt

Certified By: Neil Carney  
 Neil Carney  
 Date: 1-10-22  
 Neil Carney



# District 3 Paving Report

Through December 31st, 2021

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$42,690.00
Committed	\$20,690.00
<b>AVAILABLE</b>	<b>\$22,000.00</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	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
8/8/2013	Town of Iva (6/4/19 rel \$20K)	Grading/Drainage	\$45,000.00	\$26,352.74	Incomplete
7/7/2015	Town of Iva	Grading/Drainage	\$16,250.00	\$0.00	Incomplete
7/7/2015	Town of Starr	Grading/Drainage	\$8,000.00	\$6,013.56	Incomplete
6/4/2019	City of Belton	Grading/Drainage		\$0.00	
<b>Totals:</b>			<b>\$69,250.00</b>	<b>\$32,366.30</b>	

Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
<b>District 3 Paving Plan</b>					
All monies moved to account 000					
6/4/2019	Ebenezer Fire Dept	Paving	\$11,300.00	\$11,300.00	12/4/2019
6/4/2019	Starr Fire Dept	Paving	\$0.00		
<b>Totals:</b>			<b>\$11,300.00</b>	<b>\$11,300.00</b>	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of December 31st, 2021

Prepared By: Amy Merritt	Roads and Bridges
Date	Date
Certified By: Neil Carney Date	Neil Carney Date

Amy Merritt  
 January 4, 2022  
Neil Carney  
 1-10-22







