AGENDA
Special Presentation Meeting
Tuesday, August 1, 2023, at 6:00 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATION:

a. 2023-033: A Resolution honoring Roads and Bridges manager Matt Hogan on earning the 2023 Outstanding Public Works Manager award from the South Carolina Chapter of the American Public Works Association.

All Council

b. 2023-034: A Resolution recognizing the accomplishments of the Special Olympics Area 14 Equestrian Sport Team.

Hon. Cindy Wilson

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, August 1, 2023, at 6:30 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE Hon. Jimmy Davis

3. APPROVAL OF MINUTES June 20, 2023
minutes not received July 18, 2023

4. CITIZENS COMMENTS Agenda Matters Only
THREE MINUTE TIME LIMIT

Tommy Dunn Chairman, District Five
John B. Wright, Jr. District One
Greg Elgin 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

5. ORDINANCE THIRD READING:

a. 2023-017: An Ordinance to amend the Code of Ordinances, Anderson County, South Carolina, by adding a new section within Chapter 24, Article II, Division 5 to address RV Park Design Standards; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Tommy Dunn (allotted 5 minutes)

b. 2023-020: An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 3.98 acres from R-20 (Single-Family Residential District) to C-2 (Highway Commercial District) on parcels of land, identified as 201 and 205 Memory Lane in the Denver-Sandy Springs Precinct shown in Deed Book 15896 page 111 and Deed Book 15897 page 121. The parcels are further identified as TMS #93-06-01-005 and 93-06-01-007. [District 4]

Ms. Alesia Hunter (allotted 5 minutes)

c. 2023-021: An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 2.28 acres from R-20 (Single-Family Residential District) to C-2 (Highway Commercial District) on a parcel of land, identified as Memory Lane in the Denver-Sandy Springs Precinct shown in Deed Book 16636 page 213. The parcel is further identified as TMS #93-06-01-001. [District 4]

Ms. Alesia Hunter (allotted 5 minutes)

d. 2023-024: An Ordinance to transfer an interest in real property to William R. McClellion III; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Jordan Thayer (allotted 5 minutes)

e. 2023-025: An Ordinance to provide approval for Anderson County, South Carolina, to grant an easement unto Duke Energy Carolinas, LLC across property owned by Anderson County and bearing tax map number 047-03-01-002 for installation of electric and communication lines; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)

f. 2023-026: An Ordinance to lease real property to the Anderson County Disabilities and Special Needs Board; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)

6. ORDINANCE SECOND READING:

a. 2023-027: An Ordinance to amend an agreement for the development of a joint county industrial and business park (Workforce Housing) of Anderson and Greenville Counties so as to enlarge the park to include certain property of Gordon Street Affordable, LP; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

b. 2023-028: An Ordinance authorizing the execution and delivery of a special source revenue credit agreement by and between Anderson County, South Carolina and Soli Organic Inc, with respect to special source revenue credits to be applied against fee in lieu of tax payments related to certain investments in the County; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

7. ORDINANCE FIRST READING:

a. 2023-029: An Ordinance to amend section 8-79, related to building codes, of the Anderson County Code of Ordinances; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)

b. 2023-030: An Ordinance to amend sections 10-20 through 10-36, related to junkyards and open storage, of the Anderson County Code of Ordinances; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)

8. RESOLUTIONS:

a. 2023-030: A Resolution to approve revisions and amendments to the Anderson County, South Carolina Stormwater Design Manual; and other matters related thereto.

Mr. Jon Batson (allotted 5 minutes)

b. 2023-032: A Resolution to express the intention of Anderson County, South Carolina, to cause Anderson County, South Carolina to be reimbursed with the proceeds of tax-exempt obligations for certain costs associated with the County's Historic Courthouse Project; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

9. CHANGE ORDERS/BID APPROVALS:

a. Bid #23-059 Six & Twenty WWTP Decommissioning
b. Bid #23-040 Historic Courthouse Roof Project
c. Software for Planning, Development Standards and Building & Codes

10. PROBATE COURT FEE MATTER

11. REQUEST BY COUNCIL:

a. Starr Fire Department-District 3
b. District Two Community Event
c. Play Powdersville-District 6

12. ROAD ACCEPTANCE INTO COUNTY INVENTORY:

a. Breckenridge Subdivision Phase III, IV, V (District 7)
S. Oak Crest Drive
Oak Hill Lane
Maple Lane
Highlands Drive

13. ADMINISTRATOR'S REPORT:

14. CITIZENS COMMENTS Non-Agenda Matters
THREE MINUTE TIME LIMIT

15. REMARKS FROM COUNCIL

16. 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 #2023-033

A RESOLUTION HONORING ROADS AND BRIDGES MANAGER MATT HOGAN ON EARNING THE 2023 OUTSTANDING PUBLIC WORKS MANAGER AWARD FROM THE SOUTH CAROLINA CHAPTER OF THE AMERICAN PUBLIC WORKS ASSOCIATION

WHEREAS, Matt Hogan has served as the Department Manager for the Anderson County Roads & Bridges Department since September of 2017, and during his tenure has become known as a man of intelligence and dedication, with a just-right sense of humor, and

WHEREAS, Matt has a sincere desire to serve the citizens of Anderson County, his dedication evident in the manner in which he engages members of the public with courtesy and respect, always with an eye towards how best to solve their problems or address their concerns, and

WHEREAS, Matt's hard work and dedication, and his sincere and respectful treatment of others, have earned him the deep trust and abiding respect of not only those working under his supervision, but also his colleagues in all county operations, including the County Council and the Office of the County Administrator, and

WHEREAS, Matt works to continually improve the operations of the Anderson County Roads and Bridges, managing a department comprised of more than 80 persons by emphasizing the strengths of his employees and how their skills and talents can best be utilized, and

WHEREAS, having earned a Master of Public Administration degree from Clemson University, Matt remains committed to continuing his professional development, holding certifications such as Certified Public Works Supervisor by AWPA and Governmental Accounting from the Carl Vinson Institute of Government, and

WHEREAS, for these reasons and many others, Matt was recently selected by his peers as the Outstanding Public Works Manager for the year 2023 by the South Carolina chapter of the American Public Works Association.

NOW THEREFORE BE IT RESOLVED by the Anderson County Council that Roads & Bridges Manager Matt Hogan is hereby congratulated for earning such a high honor, and the Council extends to him its genuine appreciation for his service to the community.

FOR ANDERSON COUNTY:

_____	_____	_____	_____
Tommy Dunn, Chairman	John B. Wright, Jr.	Glenn Davis	Greg Elgin
District Five	District One	District Two	District Three
	_____	_____	_____
	Brett Sanders, Vice-Chairman	Jimmy Davis	M. Cindy Wilson
	District Four	District Six	District Seven

ATTEST:

_____	_____
Rusty Burns	Renee Watts
County Administrator	Clerk to Council

RESOLUTION #2023-034

A RESOLUTION RECOGNIZING THE ACCOMPLISHMENTS OF THE SPECIAL OLYMPICS AREA 14 EQUESTRIAN SPORT TEAM

WHEREAS, in May of this year, the Area 14 Anderson County Special Olympics Equestrian Team competed in the 2023 Equestrian Show held by the Special Olympics of South Carolina at the Lander University Equestrian Center, and

WHEREAS, members of the Anderson County team trained for a total of twelve weeks under the direction of Equestrian Team Coach Lisa Hartman to prepare for the competition, which would involve forty athletes representing seven of the Special Olympics' sixteen districts in the Palmetto State, and

WHEREAS, two Anderson County team members, Morgan Bates and Nick Kendrick, were among those receiving high honors in the competition, and

WHEREAS, Morgan, guiding her Black Tennessee Walking Horse Abigail, came home with First Place ribbons in Equitation, Trail Competition, and Pole Bending, and earned a belt buckle for having the fastest time in Pole Bending in her division, and

WHEREAS, Nick teamed with Pebbles, his Tri Colored Paint Horse, to earn First Place honors in Trail Competition, Second Place in Pole Bending, and Third Place in Equitation within his division, and

WHEREAS, it is the desire of Anderson County Council not only to congratulate these outstanding athletes and their achievements, but also recognize the support system that offers them and so many others the chance to thrive,

NOW, THEREFORE, BE IT RESOLVED that the Anderson County Council hereby congratulates Ms. Bates and Mr. Kendrick on their accomplishments, and also offers its sincere appreciation to Lisa Hartman, Team Coach and Director of the SHARE Therapeutic Riding Program, as well as Kathy Schofield and Tessa Hilley of the Anderson County Special Populations Recreation Department, for all they do on a daily basis to ensure that all members of out community have a chance to feel joy, to thrive, and to shine.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman District Five	John B. Wright, Jr. District One	Glenn Davis District Two	Greg Elgin District Three
	Brett Sanders, Vice-Chairman District Four	Jimmy Davis District Six	M. Cindy Wilson District Seven

ATTEST:

Rusty Burns County Administrator	Renee Watts Clerk to Council

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL

COUNTY COUNCIL MEETING

JUNE 20, 2023

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

TOMMY DUNN: At this time I'd like to call the regular Anderson County Council meeting to order of June the 20th. I'd like to welcome each and every one of you here tonight and thank y'all for coming out and participating in your government, especially on a night like tonight.

We're going to get started. First of all, we're going to ask Councilman Wilson if she would lead us in the invocation and pledge of allegiance, please.

CINDY WILSON: May we pray?

INVOCATION AND PLEDGE OF ALLEGIANCE BY CINDY WILSON

TOMMY DUNN: I want to make a change announcement on the agenda. Under the committee reports, the report from the Finance and report from the Sewer Ad Hoc Committee, Mr. Sanders will be covering both of these. He's the chairman of the Finance Committee and he'll be covering that. All this comes back -- it's all tied into one thing. He's going to take care of it when we do the finance -- the budget part of it.

So at this time, we're going to ask if there are any corrections to be made to the May 16th minutes?

CINDY WILSON: May I make the motion that we approve the minutes as provided?

TOMMY DUNN: Ms. Wilson makes the motion to approve as accepted. Do we have a second?

GREG ELGIN: Second.

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

We're going to now move on to citizens comments. We're going to have comments from citizens on agenda items only first go-around. You have three minutes. Please address the chair with any comments. Please state your name and district for the record so we can get it on the minutes. Mr. Harmon.

LEON HARMON: Mr. Chairman, first speaker is Garrett Beatty (phonics).

GARRETT BEATTY: Good evening members of the Council. Thank you for this opportunity. My name is Garrett Beatty and I reside in District 4.

On December 22, 2022, thirteen sponsors of the South Carolina House of Representatives pre-filed House Bill 3253. Basically House Bill 3253 proposes to amend the South Carolina Code to include the following: That any municipality, county or political subdivision may not prohibit rental of a

residential dwelling to a short term guest. Furthermore, any municipality, government or political subdivision violating this prohibition may not collect the six percent property assessment and will not receive any distributions from the local government fund. And I think this amounts to about eight million dollars per year for Anderson County. We regard this action as an abrogation of the Home Rule by the state and not in the best interest of the majority of South Carolina citizens. Home Rule is the exercise of independent authority by elected local governments.

In Article 8, Section 17 of the South Carolina Constitution states, in part, powers, duties and responsibilities granted local government subdivisions by this Constitution and by law shall include those fairly implied and not prohibited by the Constitution.

Ironically, the voters who elected local officials to act in the best interest of local communities are the very same voters who elected and entrusted state legislators to uphold the will of the voters, not to preempt it. Where is it written that decisions regarding zoning ordinances made at the state level are of greater import and more proficient than decisions at the local level. Extensive expertise in comprehensive planning and orderly growth and development of communities is severely limited at the state level, but it is found in great abundance at the local level. H3253 died in committee. However, well-funded lobbyists employed by airbnb, vrbo, etcetera, will increase pressure on public officials to promote short term rental opportunities with no regard to social conscience.

LEON HARMON: Time, Mr. Chair.

TOMMY DUNN: That'll be time. We appreciate it.

GARRETT BEATTY: I have one sentence. Can I do one sentence?

TOMMY DUNN: Go ahead.

GARRETT BEATTY: We must be vigilant and stand united to defend the constitutional right of local governments to enact zoning ordinance to protect our communities. Zoning is the answer. Zoning is the solution. Thank you very much.

TOMMY DUNN: Thank you. Mr. Harmon.

LEON HARMON: Mr.

Chairman, next speaker is Chris Clark.

CHRIS CLARK: Good evening. Chris Clark, District 4.

Residential versus property owners' rights. After a long and successful career, I endeavored to find a quiet, peaceful, residential property on the shores of Lake Hartwell. Since moving here, I've experienced a dramatic increase in the rentals at my unzoned subdivision. Neighborhood gatherings, which had been offered to all residents of my subdivision have attracted about 80 percent of the full-time residents and have never been attended by property owners who engage in short term rentals of their property. Some of these landlords do not even live in our state.

Overflowing garbage set out on short term properties, rentals, are put out on Sunday evening for pick-up on the following Friday. Nocturnal animals overturn the trash cans and the animals spread it throughout the neighborhood. I have personally picked up this mess on several occasions.

Our narrow residential road has many loops and curves as it follows the contour of the lake. Short term rentals bring many strangers onto our subdivision who disregard posted speed limit signs and endanger mothers pushing baby strollers, residents exercising their pets and neighbors who are trying to enjoy the evening walk or relaxing golfcart ride. As many as six families, not counting their guests, at one property participated in an alcohol-fueled parties which overcrowd docks and extent well into the wee hours. Loud music which carries long distance over the lake saturates the community and is a perpetual nuisance.

Boat and water craft operators ignore no-wake zones and speed through swimming areas. The question is, are the rights of the residential property owners subservant to the rights of the short term rental landlords who chooses to use his property for commercial purposes in a residential area. Zoning is the answer. Zoning is the solution. And I thank you.

TOMMY DUNN: Thank you. Mr. Harmon.

LEON HARMON: Mr. Chairman, next speaker is Patricia Haliter (phonics).

PATRICIA HALITER: Good evening. I'm Patricia Haliter, District 4.

Community engagement, the best alternative. What in the world is happening to our unzoned residential

communities? The proliferation of short term rentals is turning unzoned residential communities into commercial lodging business districts. The impact of this trend is devastating. We voluntarily offer our time, effort and resources on a permanent basis to improve the quality of life in Anderson County. This is evident in our unwavering support of local charities, churches, area beautification projects, health and welfare, social programs, organized youth sporting events, voting, serving on boards and committees and an unlimited list of other important and beneficial initiatives. We are motivated by a high level of pride in our community and represent the connecting thread that is woven into the fabric of Anderson County. Every short term rental property that is created in our unzoned residential subdivisions means one less contributing member for invaluable service to our community. Meaningful community engagement is critical to solve local issues facing our elected officials and regulatory agencies. Our goal should be to increase community engagement, not to dismember it. The sign across the street atop JPeter's restaurant says Anderson is My Town. That is who we are. That is who we will always be. Zoning is the answer. Zoning is the solution. Thank you.

LEON HARMON: Next speaker is Noel Eckert (phonics).

NOEL ECKERT: Good evening. My name is Noel Eckert. I live in District 4. I'm here to talk about the contracts that we signed and agreed to when we bought our properties. The real estate developers when they subdivide a parcel of land and they create housing lots, build houses, part of that, in order to keep the communities and the character of the neighborhood and the appearance, create declarations of covenants, deed restrictions, and those are then included with your deed filed with the county and so that you've got that from property owner to property owner, you have those deed restrictions that are part of the contract. So we have a contract that includes that.

So in relying on those deed restrictions, we accept the developer's offer and agreed to all the contract terms. And so our valid contract should include those deed restrictions. So these contracts must be enforced. Priority must be given to the safety and security of those who invested their long term housing and that plan on passing that on, but they want to keep the property and the appearance and

the character that the community was when they purchased it.

But what we find is there are commercial interests that are buying properties and have found that those properties that they can run a business by short term rentals and so you've got a house that instead of having a family of four or six, because they can squeeze in 20 or 22 people, you've got that number of people on the weekend filling a house. And that has happened. Is happening.

So what we feel is that having zoning will provide an enforcement process, where right now, if you have an issue with the covenants, the deed restrictions, your only remedy would be a lawsuit against the person that's doing the short term rental. And what we believe is that zoning would provide a mechanism and a process that would be able to handle this and in a more fair way, rather than having citizens suing other citizens.

LEON HARMON: That's time, Mr. Chairman.

NOEL ECKERT: And so zoning is the answer and zoning is the solution.

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

MIKE WILLIAMS: Good evening. I'm Mike Williams. I live in District 4, as well.

I want to talk about hotels versus short term rentals. To accommodate the growing business and tourism demands, Anderson County offered incentives to construct and operate a hotel at exit 19 on I-85. Other major hotel chains have followed Hilton at 19, providing greater benefits to Anderson County. Hotels must comply with rigid building codes of all forms of federal, state and local regulations. Managing compliance with these regulations significantly increases their capital expense and their operating costs. Expensive marketing efforts are made by those hotels to maximize occupancy rates to recover those expenses and produce a profit.

Short term rental businesses are not subject to the same degree of building codes and regulations. Therefore, they have a competitive edge over hotels due to substantially lower investment and operating costs. Grandview Research reports the 2021 short term rental global market to be about ninety-nine billion. North America accounts for thirty-five billion. Home accommodations amount to about fourteen billion. A Home Tech report reveals that

short term rentals will siphon off thirty-nine percent of the hotels' target market. Growth of the short term rental market is estimated to be about eleven percent annually. It should be fairly obvious that this practice is discriminatory and will lead to the demise of hotels and promote undesirable short term rentals.

You don't see any hotels in the residential areas on Lake Hartwell in Anderson County. You shouldn't permit short term rentals in those same lakeshore areas. Again, zoning is the solution to this.

TOMMY DUNN: Mr. Harmon.

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

TOMMY DUNN: Thank you, Mr. Harmon.

We'll move on to item number 5(a), Ordinance third reading, 2023-012, an Ordinance to amend Sections 34-19 through 34-21 and adding Sections 34-23 through 34-29 of the Code of Ordinances, Anderson County, South Carolina, related to County Parks and park rules; and other matters related thereto.

This is something that come to us, the Sheriff's Department asked us to come up with. I appointed an ad hoc committee. They looked over this. Councilman Jordan Thayer (verbatim) has done a lot of work on this and appreciate him doing this and the Sheriff's Department is working with him and the committee and give their blessing on this. Do we have a motion to move this forward?

JIMMY DAVIS: Second.

TOMMY DUNN: Motion by Mr. Sanders; second Ms. Wilson. Open the floor up for discussion. Mr. Thayer, do you have anything? Thank you. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

We're going to move on to item number 5(b), 2023-016, an Ordinance to adopt the operating and capital budgets of Anderson County for the fiscal year beginning July 1, 2023, and ending June 30, 2024, and to make appropriations for such Anderson County budgets for county ordinary purposes and for other county purposes for which the county may levy a tax other than for Tri-County Technical College purposes; to provide for the levy of taxes on all taxable personal and real estate properties in Anderson County for such county ordinary purposes, including sufficient tax to pay the principal and

interest on outstanding indebtedness of Anderson County maturing during said fiscal year; to adopt the operating and capital budgets of Anderson County for the fiscal year beginning July 1, 2023, and ending June 30, 2024, and to make appropriations for such Anderson County budgets, for Tri-County Technical College; to provide for the levy of taxes on all personal and real properties in Anderson county on which school taxes may be levied for such Tri-County Technical College purposes; to provide for the levy, assessment and collection of certain other taxes and fees; to provide for the expenditure of said taxes and other revenues coming to the county during said fiscal year; and to provide for other matters relating to Anderson County.

At this time we'll go into a public hearing. Anyone wishing to speak to this matter, please step forward and state your name and district for the record and address the chair. You have three minutes. Anyone at all? Seeing and hearing none, the public hearing will be closed.

I turn over now, the floor, to the Chairman of the Finance Committee, Mr. Brett Sanders. Councilman Sanders.

BRETT SANDERS: Thank you, Mr. Chairman. As you stated earlier, number 15 and 16 also on our agenda kind of ties into this, so with Council's permission, I would like to first go over our Sewer Ad Hoc Committee meeting that we held on June the 15th.

The city of Anderson has been raising their rates on their waste treatment. They sent us a thing out that says for fiscal year 2024 and fiscal year 2025, they're going up ten percent each year. We discussed this and unanimously approved the following to send to Council for your vote. There's an increase per thousand rate, ten percent for fiscal year '24 and six percent for fiscal year '25. That rate increase would be $7.81 and $8.28, respectively. There's also an increase in the residential equivalent unit of ten percent for fiscal year '24 and six percent for fiscal year '25. That rate increase amounts to $19.25 and $20.41, respectively.

They also increased capacity fees from $4,000 to $4,500 for gallons per day of four hundred or less which is about $11.25 per gallon. We would then tier our rate system from 401 to 1,000 per day would be $11.00 per gallon. From 1,001 to 5,000 gallons per day would be $10.50. From 5,001 and above would be $10.00 per gallon. Again, these are -- the treatment

from the city has went up, like I said, over, well, the last several years and in order to -- we need to increase to allow our sewer fund to remain solvent and provide for existing and future customers.

So, again, that came unanimously from the Sewer Ad Hoc Committee. And I put this particular one in the form of a motion, sir.

TOMMY DUNN: We have a motion coming from the Ad Hoc Committee. It doesn't need a second because it's coming from committee. Open the floor up for discussion now.

CINDY WILSON: May I, Mr. Chairman?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: It should be noted that these increases, the county has absolutely no ability to negotiate. A Council some years back agreed to a ruinous contract with the city of Anderson. So the city of Anderson definitely occupies a very strong position here and we're very weak.

TOMMY DUNN: Yes, ma'am.

CINDY WILSON: And we don't want to pass these extra expenses on to the other taxpayers.

TOMMY DUNN: That's right.

CINDY WILSON: Thank you.

TOMMY DUNN: Anyone else? Just echoing what Chairman Sanders said, and also Chairman Wilson, just want -- it is supposed to be a self-supporting fund where the money comes in and pays for itself where citizens are not supposed -- citizens that don't have sewer to be paying for the sewer bill. That's why we have to do this. And as Ms. Wilson said, we've gotten, whether we like it or not, years ago, and it's a long contract, was signed with the city, so it is what it is.

Anymore discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Mr. Chairman.

BRETT SANDERS: All right. Thank you, Mr. Chairman. Our Finance Committee met Wednesday, June the 14th and unanimously approved the following changes or recommendations from our administrator. Hit a few of the major changes, as follows. We provided four new positions; a deputy coroner. Our Sheriff's Department requested two new sheriff deputies for rural areas. And they also

requested one records clerk. We also provide for the issuance of the seven million dollar bond to repair and renovate this courthouse, historic courthouse. There was also a provision for a roof for the sheriff's office, the Ag building, backup generator for the sheriff's office for computer systems and necessities for them. There was also a provision for a 200k in state grants for tasers. Provision for improvements on exit 27. Provision that we just discussed on the increase in sewer rates. Provision adjustments for solid waste. And provisions to construct the new detention center, which we all know we're in dire need. Also, just a quick note from the assessor's office. We're projected 1.5 million increase in tax revenue. We also were able to continue our -- I know we had a survey or study done prior to coming on to Council about our employees and our shortfall on where we were on pay. We did have a three percent across-the-board to help try to solve that problem. And best and foremost is there was no tax increase. There was also an additional -- County Council is required by state law to vote for the Convention and Visitor's Bureau budget. And that comes out of state accommodations tax; and that was 30 percent that goes through them for advertising for events in Anderson County. And that was put in your agenda packets, as well.

And that pretty much sums it up. And I put that in the form of a motion, sir.

TOMMY DUNN: We have a motion from Mr. Sanders, the Finance Committee Chairman. Coming from the Finance Committee, it doesn't need a second. I open the floor up for discussion.

CINDY WILSON: May I?

TOMMY DUNN: Yes, ma'am, Ms. Wilson.

CINDY WILSON: The good news is that we have a bond going off as the new bond comes on. And a big thank you to our County Administrator and grant writers. We had about 93 million dollars of infrastructure funding coming in. And we had an announcement today of the General Assembly providing funding for a lot of projects around the county, too. So if someone looks at the bottom line on the budget this year, it will look like we have really been spending money like drunken sailors. However, the addition is not an increase in millage, but an increase in grant funding. Thank you.

TOMMY DUNN: Thank you. Anyone else?

JIMMY DAVIS: Mr. Chair?

TOMMY DUNN: Councilman Jimmy Davis.

JIMMY DAVIS: Thank you, sir. I just want to say a word of thanks to our county staff, our Finance Department and the Finance Committee, Chairman Sanders and Ms. Wilson and Mr. Wright for all the hard work you did on this. I mean no budget is perfect. There are things in there that some of us don't like and no more than the other, but no budget is perfect. But I feel like when as hard as you folks have worked and the results that we've seen along with our county staff, I think this is a very workable and doable budget.

I think it's great to see that we're taking care of our employees. One of the things that Mr. Sanders and I both got to experience when we came on Council a short five years ago was that our people were behind on some pay. And we have no greater asset in Anderson County as far as our operations go than our people that work for us. And I'm thankful to see that we're continuing to strive to find ways to retain our -- to recruit and retain great people that work for Anderson County. I get compliments on a weekly basis of all our departments and how much they try to help the citizens of Anderson County. So that's just a testament of top leadership and the leadership that we have up top. And I'm thankful tonight for all of you. And that's all I have. Thank you, Mr. Chair.

TOMMY DUNN: Thank you. Anyone else?

I want to make a couple of notes if I could. On the record in keeping for the Sheriff's Office, that's one of the main things, the sheriff from my understanding has requested. They wanted that. The second thing, the bond, the thing for the courthouse. That's not remodeling the courthouse or nothing. That's the upkeep of the courthouse, this building we're in right now. It's in dire need of some roof work, some brick work, keeping this thing from falling in. And we're neglecting our duty if we don't keep this courthouse up. And very glad we was able to do that.

And also, as Councilman Davis said, also, there's a three percent pay raise. Wish it could be more. We're trying to stay -- keep our nose at least even and not fall behind as we have before. We done a pay

study several years ago, five or six years ago, I believe it was. We was behind and we've gotten caught up. And we don't want to not do something for a year or two and we'll be right back where we was. As Mr. Davis said, we need to keep -- it costs a lot more money losing good help and trying to retrain people. And we've got a pretty good staff and we want to keep them.

And I also want to thank all Council members for the work and due diligence that they do, especially the Finance Committee, especially the Chairman, Brett Sanders, and I know he takes this personally. Several phone calls with him over the weeks. He's done a fantastic job. I've been Chairman -- fortunate enough to be Chairman of the Council for a good while now and bar none, Mr. Sanders has been the best chairman I've been for Finance and been working with and seeing how he takes it personal and works well with staff and other Council members.

I want to thank the Finance Committee for all what they've done. Ms. Wilson has been fighting these budgets for years and I want to appreciate what all she's done. And I want to thank Councilman Wright. Don't want to put Councilman Wright on the spot, but he wasn't going to be here tonight and he had a ball game with his kids. I hope it got rained out and he didn't miss out. It was one of his younger child's first ball games. That's very special. But I do appreciate Councilman Wright showing up here tonight and lending support and he's worked very hard on this budget, too.

JOHN WRIGHT: Thank you.

TOMMY DUNN: All Council members. Councilman Sanders.

BRETT SANDERS: I would like to -- and I appreciate all the positive comments. We've got a great Finance Department. I want to thank Ms. Wilson and Mr. Wright. But most importantly, I want to thank Ms. Davis and Ms. Jana Pressley back there. Our Finance Department here at the county is the best I've ever seen. I know I aggravate you guys a lot and come up with, hey, what if we do this or that? But I really appreciate the hard work your department puts in making my job easier. You guys are phenomenal. Thank you.

TOMMY DUNN: Thank you. And I also want to give a shout out to the staff. I didn't mean to slight them. Mr. Burns and his whole Finance staff and team that puts all this stuff together and all this information and goes back and

works weekends. I mean we just met with them a few weeks ago and had to go back and do some more work and she always comes up with something. The whole Finance team is great.

Anymore discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Mr. Chairman.

BRETT SANDERS: That's all, sir.

TOMMY DUNN: That's all?

BRETT SANDERS: That's it. Thank you very much. Appreciate every one of you and I appreciate what all you guys do. Thank you.

TOMMY DUNN: Thank y'all.

Moving on to item number 6(a), Ordinance second reading, 2023-22, an Ordinance amending Ordinance No. 99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to adopt a zoning map in the Fork No. 2 voting precinct, Anderson County, South Carolina; and other matters related thereto.

Do we have a motion to move this forward?

BRETT SANDERS: So moved.

JOHN WRIGHT: Second.

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

BRETT SANDERS: Mr. Chairman.

TOMMY DUNN: Yes, sir.

BRETT SANDERS: I know this -- I appreciate all the people from District 4 coming out. I want to thank Mr. Jackson -- he's not here -- and a lot of people that have worked very hard to implement zoning and just want to let you guys know that the next step is to make sure that you share your information, get people out to vote. That's going to be key.

And I see Ms. Hunter back there. I'm not sure of the date, but we will be at Double Springs Fire Department -- is that the 8th? 26th. The 26th all day for questions. I appreciate all the hard work and I thank you guys for showing up today. Thank you so much.

JIMMY DAVIS: Is there anybody here from 4? I wish I could use them to come up to District 6. We need some zoning in District 6.

BRETT SANDERS: 4 precinct. Yeah.

JIMMY DAVIS: Thank you

for all your hard work in making your community better.

CINDY WILSON: I think this is the first precinct to be zoned in many years. It's a lot of hard work.

BRETT SANDERS: Ms. Hunter, thank you and your staff. I heard and get calls, great compliments on you guys for assisting and helping. So thank you. I want to make sure your department knows that, as well.

TOMMY DUNN: Anything else?

BRETT SANDERS: No, sir. I'm sorry.

TOMMY DUNN: Anymore discussion? Ready for the vote? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

INAUDIBLE COMMENT FROM AUDIENCE

TOMMY DUNN: The budget. That was a thing back. We're not going to take any chance. We're going to do it. But George, just be ready to slide over here. If he does this one more time you might have to step in and fill in and replace him. I don't know how this is going to work out.

BRETT SANDERS: Are we not voting on the sewer stuff separately?

TOMMY DUNN: We'll vote on the sewer thing -- the second thing to make it official. It's just to -- make a motion to vote on the entire budget again. Final thing. Third reading.

BRETT SANDERS: I make the motion that we vote on the final budget, third reading, as discussed previously. Thank you.

CINDY WILSON: Second.

TOMMY DUNN: Second Ms. Wilson. Now anymore discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

BRETT SANDERS: Does that work, Mr. Harmon?

LEON HARMON: Yes, sir.

TOMMY DUNN: Okay. Now we're going to move on to item number 7(a), 2023-020, This is going to be rezoning. First reading.

BRETT SANDERS: Mr. Chairman.

TOMMY DUNN: Yes, sir,

Councilman Sanders.

BRETT SANDERS: I'd like to recuse myself on 23-20 and 23-21.

TOMMY DUNN: Yes, sir.

Moving on to item number 7(a), 2023-020, an Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 3.98 acres from R-20 (Single-Family Residential District) to C-2 (Highway Commercial District) on parcels of land, identified as 201 and 205 Memory Lane in the Denver-Sandy Springs Precinct shown in Deed Book 15896 page 111 and Deed Book 15897 page 121. The parcels are further identified as TMS #99-06-01-005 (verbatim) and 93-06-01-007. This is in District 4.

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

JIMMY DAVIS: Mr. Chair, that first tax map number was 93.

TOMMY DUNN: If I said something different, it is 93. Thank you. Number 93-06-01-005. Do we have a motion to put this on the floor?

JIMMY DAVIS: So moved.

CINDY WILSON: Second.

TOMMY DUNN: Motion Mr. Jimmy Davis and second Ms. Wilson. Open the floor up for discussion.

JIMMY DAVIS: Are we going into public hearing on this?

TOMMY DUNN: I'm sorry. Ms. Hunter, do you have anything you want to say first, to start off? You good? Okay. I'm sorry. We're going to have a public hearing. Anyone wishing to speak to this matter, please step forward and state your name and district and address the chair, please.

BRADLEY K. RICHARDSON: Thank you, Mr. Chairman. Bradley K. Richardson on behalf of the applicant/petitioner. You know, I would point your attention to the staff report from the Anderson County Planning Commission dated May 9, 2023. I think it states everything quite well. One thing I would disagree with when it discusses surrounding zoning, you will see to the east and the west the property which is currently zoned R20 is surrounding by C2. It's also bounded on the south by I-85. To the north, however, it does state R20. I would point out to this group, I2 and S1 zoning are directly across the street. This does fit in with Anderson

County's Comprehensive Plan. I think this is a great common sense, no brainer for the Council to consider to approve the applicant's petition.

TOMMY DUNN: Thank you. Anyone else? Anyone else? Seeing and hearing none, the public hearing will be closed. We have a motion and second on the floor. Any discussion?

I would also just like to point out on this particular one, tax map 93-06-01-005, in the Denver-Sandy Springs voting precinct, we have parcels 1 and 2 heavily industrial and S1 service district directly across the street. In addition, across the other side of I-85, the zoning is generally commercial and service district, which is correct. You have general commercial districts adjacent to both parcels and would be contiguous to general commercial. It would be appropriate to rezone both parcels, being close to I-85, with improvements coming to the intersection of Liberty Highway. It would be very unlikely that anyone would want to put houses over there. And this would be -- is next to I-85 on the east and west side.

Anymore discussion? Put that in the form of a motion -- we've got a motion and second. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously, with Mr. Sanders abstaining.

We're going to move on to item number (b), this is property not right beside it but close to it.

This will be 7(b), 2023-021, an Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 2.28 acres from R-20 (Single-Family Residential District) to C-2 (Highway Commercial District) on a parcel of land, identified as Memory Lane in the Denver-Sandy Springs Precinct shown in Deed Book 16636 page 213. The parcel is further identified as TMS #93-06-01-001. And this is in District 4.

Again, Ms. Hunter, do you have anything to add or say to this? Okay. We have a public hearing. Anyone wishing to speak to this matter, please step forward, state your name, district and address the chair, please. You have three minutes.

BRADLEY K. RICHARDSON: Thank you, Mr. Chairman. Again, Bradley K. Richardson on behalf of the applicant for rezoning. The property owner is Hembree Creek LLC. Again, the character of the surrounding properties, we have S1, we have I-85 to the south, we have other commercial properties. If

you would reference your tax map, you would see it connects a corridor of all commercial properties in between a public road and I-85. Again, petitioner believes this is an appropriate application to approve rezoning as set forth in the Planning Commission's recommendation.

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

JIMMY DAVIS: So moved.

CINDY WILSON: Second.

TOMMY DUNN: Motion Mr. Jimmy Davis and second Ms. Wilson. Any discussion?

I'd just like to add, my thing was the same thing as I said before about the property all around it being either commercial or service district.

Anyone have anything else?

GREG ELGIN: One thing.

TOMMY DUNN: Yes, sir, Mr. Elgin.

GREG ELGIN: Ms. Hunter, just for the record, and I know Mr. Richardson I think just said this, but the Planning Commission did approve this; correct?

ALESIA HUNTER: Yes, sir.

GREG ELGIN: Okay. Just for the record. Thank you.

TOMMY DUNN: Thank you. And staff recommends this, too, for approval.

All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously with Mr. Sanders recusing himself. Can you step out and get him?

We're going to move on now to item number 7(c), 2023-024, an Ordinance to transfer an interest in real property to William R. McClellion III; and other matters related thereto.

Mr. Thayer, will you speak to this?

JORDAN THAYER: Yes, sir, Mr. Chairman. Good evening. So this piece of real property is around where the Brown Road traffic circle was installed where the neighborhood used to be. That was a county road. That road is gone. It's grass now. It's contiguous with the other grass around it. Prior there was a resolution by the Council that this piece of property would be conveyed to the property owner on either side. The property owner then and now is the same and that's Mr. William Richard McClellion, III.

TOMMY DUNN: Thank you. Appreciate it. Do we have a motion to move this

forward?
CINDY WILSON: Second.
TOMMY DUNN: Motion Councilman Elgin; second Ms. Wilson. Any discussion or questions for Mr. Thayer. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.
We're going to move on now to item number 7(d), 2023-025, an Ordinance to provide approval for Anderson County, South Carolina, to grant an easement unto Duke Energy Carolinas, LLC across property owned by Anderson County and bearing tax map number 047-03-01-002 for installation of electric and communication lines; and other matters related thereto.
Mr. Burns.
RUSTY BURNS: ... provide three-phase power to Green Pond Landing.
TOMMY DUNN: Do we have a motion to put this on the floor?
CINDY WILSON: So moved.
TOMMY DUNN: Motion Ms. Wilson; second Councilman Elgin. Now open the floor up for discussion. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.
We're going to move on to item number 7(e), 2023-026, an Ordinance to lease real property to the Anderson County Disabilities and Special Needs Board; and other matters related thereto.
Mr. Burns
RUSTY BURNS: Mr. Chairman, we were approached by the Disabilities and Special Needs Board. They would like to use that property for a garden for their clients and also possibly put up a produce stand. And this is a request just to allow them to do that. It's not transferring the property; just allowing them the use of that property.
TOMMY DUNN: Do we have a motion to put this on the floor?
CINDY WILSON: So moved.
TOMMY DUNN: Motion Ms. Wilson. Do we have a second? Second Councilman Glenn Davis. Any discussion?
CINDY WILSON: I'll be glad to go purchase.
TOMMY DUNN: All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.
Number 8, we have no resolutions.

Moving on to item number 9, change order bid approvals. 9(a), Request for Qualifications #23-054, Inmate Healthcare Services. That was all in our -- that's part of our budget and went up with change in healthcare companies to go up and it has went more money. This is something the Sheriff's Office and the personnel that handles the jail has researched this and strongly recommends that we go with this new company. They seem to like them. And this was bidded out, but this was not a bid; this was a request for qualification ---

RUSTY BURNS: Yes, sir, and they will provide more services, more mental health services, and be more available than the current provider. And the current provider was also going up a drastic amount of money. So this is their recommendation.

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

JOHN WRIGHT: So moved.

TOMMY DUNN: Motion by Councilman Wright; second by Councilman Sanders. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

We're going to move on to item number 9(b), change order Dolly Cooper Park Playground. Mr. Burns.

RUSTY BURNS: Mr. Chairman, these are grant funds. We secured a five hundred thousand dollars grant for improvements at Dolly Cooper. For the first time in the history of Anderson County, the bids came in low. So that left us $150,000.00. So we're going to take that $150,000.00 and expand the playground area at Dolly Cooper Park.

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

JIMMY DAVIS: So moved.

BRETT SANDERS: Second.

TOMMY DUNN: Motion made by Councilman Jimmy Davis; and second by Ms. Wilson. Any discussion?

JIMMY DAVIS: Mr. Burns?

RUSTY BURNS: Yes, sir.

TOMMY DUNN: Go ahead, Councilman ...

JIMMY DAVIS: When do we expect that construction to start on that playground down there?

RUSTY BURNS: Well, we're hoping the contractor that's there now, after the approval with Council, we've already contacted them about the possibility of expanding that. So we're hoping it will begin almost immediately.

JIMMY DAVIS: Thank you, sir.

TOMMY DUNN: Thank you.

We're going to move on to item number 10, transfers.

JIMMY DAVIS: We've got to vote.

TOMMY DUNN: Did we vote on that?

JIMMY DAVIS: We've got to vote on it.

TOMMY DUNN: Oh, I'm sorry. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on to transfers. Ms. Davis or Mr. Burns or Mr. Sanders; who wants to handle this? Ms. Davis? We all got a copy of these, but I just want to see if Ms. Davis has got any questions or what you call it?

RITA DAVIS: I'm here to answer any questions you might have.

TOMMY DUNN: Anybody got any questions or comments? Anybody want to make a motion?

JIMMY DAVIS: So moved.

CINDY WILSON: So moved.

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

Thank you, Ms. Davis.

Do I have a motion we go into executive session for legal advice subject to attorney/client privilege regarding condemnation of a parcel of land in the Five Mile Phase III Project, legal briefing on some litigation matters.

CINDY WILSON: So moved.

BRETT SANDERS: So moved.

TOMMY DUNN: Motion Ms. Wilson; second by Councilman Sanders. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

EXECUTIVE SESSION

CINDY WILSON: ... executive session, having received legal advice

subject to attorney/client privilege regarding condemnation of parcel for Five Mile Phase III Project and a legal briefing on a litigation matter, with no action taken.

TOMMY DUNN: Thank you. We have a motion. Do we have a second?

JIMMY DAVIS: Second.

TOMMY DUNN: Second Councilman Elgin. All in favor of the motion to come out of executive session show of hands. All opposed like sign. Show the motion carries unanimously.

Councilman Wright.

JOHN WRIGHT: Thank you, Mr. Chairman. Following a briefing to the Council by the county attorney, I make a motion to approve the county's contribution in the amount as discussed in executive session for the mediated settlement agreement in the estate of Robert Dale Robertson. I'd like to put that in the form of a motion.

CINDY WILSON: Second.

TOMMY DUNN: Have a motion by Councilman Wright and second by Councilman Sanders. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

We're going to move on now, item number 12, requests by Council members. We're going to move on to Councilman Davis, Jimmy Davis.

JIMMY DAVIS: Thank you, Mr. Chair. From the District 6 special appropriations account, I'd like to make a motion to appropriate to the Anderson County Foster Parent Association for a sum of $750.00.

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

CINDY WILSON: Second.

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

Councilman Davis, anything else?

JIMMY DAVIS: No, sir.

TOMMY DUNN: Moving on to Councilman Brett Sanders.

BRETT SANDERS: Thank you, Mr. Chairman. I'd also like out of my special appropriations account the sum in the amount of $500.00 to the Anderson County Foster Parent Association. I put that in the form of a motion,

sir.
TOMMY DUNN: Have a motion by Mr. Sanders. Have a second?
JOHN WRIGHT: Second.
TOMMY DUNN: Second Councilman Wright. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.
Anything else, Mr. Sanders?
BRETT SANDERS: I'm good. Thank you.
TOMMY DUNN: Councilman Glenn Davis.
GLENN DAVIS: Thank you, Mr. Chairman. I have two if I may do them ---
TOMMY DUNN: Yes, sir.
GLENN DAVIS: --- at the same time. Thank you, sir. From District 2's special rec account, I'd like to appropriate Friends of Broadway Lake $1,250.00; Anderson County Foster Parent Association $500.00. I put that in the form of a motion, sir.
CINDY WILSON: Second.
TOMMY DUNN: Have a motion Mr. Glenn Davis and second by Ms. Wilson. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.
Moving on now to Ms. Wilson.
CINDY WILSON: We're broke.
TOMMY DUNN: Move on now to Councilman Wright.
JOHN WRIGHT: Thank you, Mr. Chairman. From the District 1 special rec account, I'd like to appropriate $1,000.00 to the Anderson County Foster Parent Association. I put that in the form of a motion.
CINDY WILSON: Second.
TOMMY DUNN: We have a motion by Mr. Wright and second by Ms. Wilson. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.
Councilman Elgin.
GREG ELGIN: I'd like to make a motion out of special appropriations to give $1,250.00 to the Friends of Broadway Lake out of District 3.
BRETT SANDERS: Second.
TOMMY DUNN: Have a

motion by Mr. Elgin and second by Mr. Sanders. Any discussion?

I'd just like to point out and make sure everybody knows as far as accounting people, this won't take effect until after July, this money, so he can do that when it comes in. The money will be in a new budget and he'll have it in his account to be took out.

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

Moving on -- anything else? You good?

Moving on to District 5's special appropriations account, I'd like to appropriate $500.00 to the Anderson County Foster Parent Association. Put that in the form of a motion.

JIMMY DAVIS: Second.

TOMMY DUNN: Second by Councilman Jimmy Davis. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on, report from the Planning and Public Works Committee, Ms. Wilson, of June the 8th, 2023.

CINDY WILSON: Thank you, Mr. Chairman. We had discussion and research presented to us on the 8th. The first item was a discussion of Anderson County Stormwater permitting ordinance. As we're growing so rapidly with a lot of development and a lot of it high density, creating more impervious surface like more driveways and roofs, it's concentrating the runoff and causing some difficulty. So we're trying to update our ordinance here. Some of the recommendations that were provided us, and you will all be getting copies and we've got another meeting coming up to try to gel some of these into a better form.

One idea was to set a fixed pre-development baseline date such as 2017 to be compared with the existing site conditions and require the more conservative conditions be used for the projects' peak flow targets. Currently the pre-development conditions used for stormwater design are the site conditions that exist today.

For example, this change could be -- could set the pre-development site conditions as a wooded condition if it had been cleared and converted to pasture or if it had some level of unpermitted development after 2017.

Another suggestion was to require the subdivision storm sewers located outside of right-of-ways be

located on common property rather than within easements on lots. This would move the maintenance and repair responsibility more firmly into the court of the HOA rather than an individual resident where problems such as sinkhole might occur.

Another recommendation was conveyances in subdivisions designed to carry the 25-year storm. And this would reduce the likelihood of ditches and swells overtopping and impacting homes that are increasingly being built closer together and on fill. We also looked at some riparian setback requirement recommendations. This would apply to the waters of the state within the unincorporated areas of Anderson County. There was a recommendation of -- measured from the top of the bank to a minimum of 50 feet on each side of all waters of the state. Currently, if I understood it correctly, it's 30 feet from South Carolina DHEC and 45 feet if the stream is impaired. Unfortunately we have a lot of impaired streams now.

Also, preexisting non-conforming structures or uses that should not apply to their exemptions. Some uses permitted in the riparian setback and uses prohibited in the riparian setback. Like no construction on the actual stream and so forth.

So those are some of the items that we covered relating to stormwater.

Now, the other item that we had Mr. Matt Hogan provide us some information. I don't know about y'all, but I had two constituents, two different new subdivisions to call and complain about roads. One was Parkview up at Rogers Road between 29 and Highway 8. And that developer defaulted and left it to the bond to complete the roads before it can be accepted into our county system. And another one, we accepted some roads in Breckenridge, for example, and those folks came complaining to us about the condition of the roads.

You have available to look at a spreadsheet that Mr. Hogan set up, and it kind of gives the name of all the developments that are still in that area of not having the roads accepted or phases have been accepted and the bonding requirements. We were concerned, as it happened years ago, there were no bonding or low bonding requirements and the county ended up having to eat hundreds of thousands of dollars paving new developments' roads. So we don't want to get back into that sticky wicket. But it looks like the bonds that are required that are in place in these developments that are current should cover the county and the folks that have bought into

those developments. But we need to be vigilant.
Mr. Tim Cartee said that we used to have a maintenance bond before that was in place for a period of time after roads were accepted. So we're looking at that. Some of the roads, if you go through like Phase I or Phase II to another phase that's being built and you've already accepted to the county standards those first phases, they get all beaten up with the concrete trucks and then the county has to go back and repair culverts and restore asphalt. So that's another responsibility that we don't exactly want to have to put on our taxpayers.
Greenville, according to one person, requires the HOAs of new developments to be responsible for their roads.
But anyway, we've got some more homework to do. And we have a next meeting set for the 29th at noon to take up these items to put them in more complete form and hopefully to bring them back for Council and for public comment and so forth.
Does anyone on our committee want to add to the conversation that we had?
JIMMY DAVIS: And I appreciate my fellow committeemen on that. I had to join by Zoom or the -- or WebEx, whatever you want to call it -- but I do think it's important that we continue to look at the construction done in phases to make sure that the county and the citizens are covered, you know, as we move forward. We've all had those calls where we've adopted some roads and things aren't up to par. So I think it's good that we're looking at this to go forward to make sure that we're being responsible about our development on these roads. But I think it's a good move going forward just to gather all the information we can to make the best decisions we can. Thank you.
TOMMY DUNN: Thank you.
CINDY WILSON: Thank you to our committee members and all the staff that contributed to this meeting. Thank you.
TOMMY DUNN: Thank you, Ms. Wilson, you and your staff -- and your committee. Thank y'all for working on this.
Moving on to item number 14, report from the Public Safety Committee meeting on June 13th, Mr. Davis. Mr. Glenn Davis.
GLENN DAVIS: Thank you, Mr. Chairman. On June 13th we held a Public Safety Committee meeting. Representatives of Anderson County EMS and MedShore Ambulance Service for the

purpose of EMS quarterly reporting and to discuss contract enhancements requested by MedShore Ambulance Service.

Anderson County EMS provided information regarding current staffing, response time analysis, overall system performance and recent awards that were presented to Anderson County and their EMS partners. MedShore Ambulance Service provided their quarterly reporting, company financial analysis and request for contract enhancements. Some of the requests are -- which I will go over right now -- improve advanced life support ALS service level mixed with Anderson County MedShore paramedics. Committee recommendation is committee members discussed it and did not recommend a viable option. They also requested a fee for service rate increase across service levels. Committee recommendation is the Public Safety Committee supported this recommendation. The maximum increase may not exceed three percent. Council approved this increase at its last meeting.

The last one was reduction of unit hours versus the proposed unit hours established in the initial contract. Committee recommendation was committee members noted that additional information would be required prior to making any recommendation on this request. The Public Safety Committee would require an updated system status plan and further discussions.

We had a very interesting meeting. A lot of information was shared. Any members have anything they want to add? You good? That's all I have, sir.

TOMMY DUNN: Appreciate you, Chairman Davis. Appreciate your committee and the work y'all are doing. I know that's going to be an ongoing process. Keep on it. And I appreciate what all y'all are doing on that. Thank you very, very much.

We're going to move on now to the Administrator's report.

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

TOMMY DUNN: Move on to citizens comments. When Mr. Harmon calls your name, please state your name and district for the record. And you have three minutes. And please address the chair. Mr. Harmon.

LEON HARMON: Mr. Chairman, first speaker is Cammy Clairy (phonics).

CAMMY CLAIRY: Cammy

Clairy, District 2. First I have to apologize. I signed up in the wrong column. But I would like to take this time to say thank you so much for your generosity for the Anderson County Foster Parent Association.

TOMMY DUNN: You're welcome. Thank you.

Mr. Harmon.

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

TOMMY DUNN: Thank you, Mr. Harmon.

We're going to move on now to remarks from Council members. Councilman Jimmy Davis.

JIMMY DAVIS: Nothing, sir.

TOMMY DUNN: Thank you.

Going to move on to Councilman Brett Sanders.

BRETT SANDERS: Nothing, sir.

TOMMY DUNN: Move on to Councilman Glenn Davis.

GLENN DAVIS: Nothing, sir.

TOMMY DUNN: Move on to Councilman Elgin.

GREG ELGIN: Nothing, sir.

TOMMY DUNN: Councilman Wright.

JOHN WRIGHT: I'll just say, Mr. Burns, you and I were pretty excited, I think, to see that Pitbull is coming to the Anderson Sports & Entertainment Complex. Well done. That was exciting. I've had several people reach out to me that were really excited to see that. So well done. That's right. We've talked about getting big names out there, and I would say we've checked that box. That's exciting stuff for Anderson County. That's all I have, Mr. Chairman. Thank you.

TOMMY DUNN: Thank you. Councilman Wilson.

CINDY WILSON: And Martina McBride. Wow. Thank you all. We're all a hard working group for a wonderful group of citizens in this county. Thank you.

TOMMY DUNN: Thank you.

I've just got a couple of quick things. Number one, I'm going to be contacting y'all, and if y'all would please let me know. I'm going to be working

with a couple of Council members and the staff and our attorney, Mr. Harmon, and Mr. Burns, on -- I think we've been looking at things. Tried to get it done before the budget. Just didn't work out. Some other things. But on our special appropriation accounts, a few years ago we tightened up some things without signing up for a 501(c)(3), making sure it was done before instead of getting there at night and you didn't have time to look at it. I just think there might be some things we need to look at. We'll bring it before full Council. If anybody's got any ideas about it; anything they would like to see or change or if everything is good, please let me know.

The second thing, I don't want to put Councilman Wright on the spot, but I'd like to ask him if he would lead us -- a committee, and I'll get with you about who you would like to work with on this, on short term rentals. We took this off because of the state, being tied to the budget, but they pulled this. It got tabled -- it got took out. But it's only going to be -- we need to look at it to see if anything can be done or not done because they're going to keep coming back. And I think you are good to lead thing. I don't want to tell you how you do it, but work with the Realtor Association, too. I think it should be a team effort. If we want to make everybody happy there need to be some things. We need to get started on that, I think, and head that down the right path. There were some comments tonight, you know, about things like shouldn't be right for them to have to sue somebody because it's a civil matter. What they don't understand is, a judge will throw it out. The county don't have no standing in these matters. You've got to have legal standing. But anyway, hope we can get something done with that.

I'd also like to thank this past -- last week the Anderson County Delegation, our state delegation met. They were very, very complimentary of Anderson County Council working with the Fire Commission on several fronts just like the 911 dispatch, getting them in it, was very proud of that. And they was also very complimentary of our EMS system, giving the reward to our EMS for our system and our leader -- one of our leaders, Steven Kelly. It's something to be very proud of. Nobody in the world, and especially me, would say we've got a perfect system. It seems to be improving on every day. But it's headed in the right direction. I think it's a good thing and I appreciate the Delegation recognizing those two things, us working together and working with the Fire

Commission -- the new Fire Commission, I might add, and also our relationship with them.

Appreciate everybody for all the work they do and getting through things. We've still got a lot to do for the citizens of Anderson County. Thank y'all very much.

Meeting will be dismissed.

(MEETING ADJOURNED AT 7:46 P.M.)

ORDINANCE NO.: 2023-017

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, BY ADDING A NEW SECTION WITHIN CHAPTER 24, ARTICLE II, DIVISION 5 TO ADDRESS RV PARK DESIGN STANDARDS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has the authority and duty to provide for the general health, safety and welfare of Anderson County citizens and to exercise its police powers to achieve these ends;

WHEREAS, Anderson County Council, pursuant to the Code of Laws of South Carolina, specifically § 4-9-30(9), has authority to provide for land use and promulgate regulations consistent with provisions of state law;

WHEREAS, Anderson County Council has previously adopted within its Code of Ordinances, Chapter 24 which pertains to land use;

WHEREAS, the Anderson County Code of Ordinances. Chapter 24, contains within Article II, Division 5 which contains supplemental development standards for certain land uses and large scale projects;

WHEREAS, there has been increased interest in the development of RV Parks within Anderson County; and

WHEREAS, Anderson County Council desires to amend the Code of Ordinances, Chapter 24, Article II, Division 5 to provide standards for the development of RV Parks within Anderson County.

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

1. Chapter 24, Article II, Division 5 of the Code of Ordinances, Anderson County, South Carolina is hereby amended by adding a section to Division 5 to be numbered 24-151, which section is titled RV Parks and reads as provided in **EXHIBIT A** attached hereto.

2. All Orders and Ordinances in conflict herewith are, to the extent of such conflict only, hereby repealed and rescinded.

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

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

ENACTED in a duly assembled meeting this 1st day of August, 2023.

ATTEST: **FOR ANDERSON COUNTY:**

_____ _____

By: Rusty Burns
Its: Administrator

By: Tommy Dunn
Its: Chairman, Anderson County Council

_____
Renee Watts, Clerk to Council

APPROVED AS TO FORM:

_____
Leon C. Harmon, County Attorney

First Reading: May 2, 2023
Second Reading: July 18, 2023
Third Reading: August 1, 2023
Public Hearing: August 1, 2023

EXHIBIT A
ORDINANCE NO. 2023-017

24-151 **RV PARKS.**

24-151 (a) **GENERAL CONDITIONS.**

24-151 (a)(i) **Authority.**

This section and the land use and development standards and subdivision regulations pertaining thereto are enacted under the authority of and pursuant to S.C. Code 1976, title 6, chapter 29, as amended.
(Code 2000, § 38-1; Ord. No. 99-006, § 1, 7-20-1999)

24-151 (a)(ii) **Purpose.**

The purpose of this section is to establish rules, regulations, and minimum design standards for RV parks in Anderson County in order to better accommodate RVs, and to provide for an orderly, safe and healthy environment for park occupants.

24-151 (a)(iii) **Definitions.**

The following words, terms, and phrases, when used in this section, shall have the meanings as described to them in this section. Unless specifically defined below, words and phrases used in this section shall be interpreted so as to give them the meaning they have in common usage and to give this section its most reasonable application.

- *Buffer* means a designated space inside and along RV park boundaries, in which no structures, parking areas, RV spaces or recreational equipment shall be constructed.
- *Commercial business* means an individual or business, occupation, profession, or activity who provides a service, sells physical products, engages in with the object of financial gain, benefit, or advantage, either directly or indirectly. RV parks are considered commercial businesses.
- *Motorhomes* are a type of recreational vehicle offering mobile living accommodation, which have their own motor power. They may also be designated as motor coaches, campers or camper vans.
- *Open Space* means any area within an RV park that is primarily intended for the common enjoyment and recreational use of RV park occupants. Open space is not to include park buffers, interior roads, parking areas, service buildings or park offices.
- *Park model RV* is a trailer type RV that is designed to provide temporary accommodation for recreation, camping or seasonal use. PMRVs are built on single chassis, mounted on wheels and have a gross trailer area not exceeding 400 square feet.
- *Park office* means any structure for the purpose of keeping and maintaining all records pertinent to the use, operation and maintenance of

an RV park. This shall be the office of the park attendant.

- *Permanent habitation* means occupying an RV space for a period of two (2) or more months.
- *RV park* means a parcel of land in which 3 or more RVs can stay overnight, or longer, in allotted spaces known as RV spaces. RV parks usually provide water, sewer, electricity, sanitary facilities, and outdoor recreational facilities.
- *RV Space* means a space or area within an RV park designated for temporary occupancy by RV, tiny home, or tent campers. Also referred to as "site."
- *RV stands for Recreational Vehicles.* RVs can be motor vehicles or trailers that are designed with temporary living quarters for recreational, camping or travel use.
- *Service building* means any structure within an RV park which contains toilets, lavatories, and bathing facilities. It may also include laundry facilities, a vending area or other service type facilities for park occupant use.
- *Trailers* are vehicles equipped with living accommodations that require to be mounted on or drawn by another vehicle. They may also be designated as caravans.

24-151 (a)(iv) **Administration and Enforcement.**

- *Applicability to all lands in unincorporated areas subject to Anderson County Code of Ordinance Chapter 24 Land Use and Development Standards Ordinance.* No land shall be used, occupied, or developed, for RV park purposes except in conformity with the regulations and standards as herein established.
- *Permits.* No development permit shall be issued for any parcel or plat of land for the development of a RV park after the effective date of, and not in conformance with, the provisions of this article; and no excavation of land or construction of any public or private improvements shall occur or be commenced except in conformity with the provisions of this article.
- *Amendments*. The Planning Commission or County Council may, from time to time, propose amendments for adoption by the Anderson County Council to alter the provisions imposed by these recreational vehicle park regulations and standards. Public hearings on all proposed amendments shall be held by the Planning Commission or County Council in the manner as prescribed by state law.

24-151 (b) **RV PARK STANDARDS AND REQUIREMENTS.**

24-151 (b)(i) **General.**

After the effective date of this article, no RV park within the jurisdiction of unincorporated areas subject to Anderson County Code of Ordinances, Chapter 24 Land Use and Development Standards Ordinance shall be established or expanded

to cover more land or add additional spaces until provisions of this article have been satisfied. This chapter shall apply to all RV Parks as defined herein. Facilities provided in existing RV Parks may be continued in use provided such facilities do not constitute a recognized health or safety hazard.

RV sites where the property (individual RV sites) is transferred to an individual property owner(s) are regulated under the Anderson County Mobile Home Regulations.

24-151 (b)(ii) **Application Procedures.**

Whenever a new recreational vehicle park or the extension of an existing park is proposed, before any contract is made for the construction, and before any permit shall be granted, the owner/developer of the proposed RV park shall apply for and secure approval of such proposed RV park in accordance with the following procedure set forth herein.

24-151 (c) REVIEW, SUBMISSION, AND APPROVAL OF PLANS.

24-151 (c)(i) **Preliminary Park Plan.**

The planning department shall advise the developer of general compliance with the requirements of this article. The Preliminary Plan shall contain such information as:

- Name of park,
- owner's name and address,
- boundaries of the property and total acreage of the property and area to be developed,
- conceptual space layout, street layout and cross sections, setbacks and buffers, open space
- utility easements, streams, boundary of flood hazard areas, wetlands, watershed,
- type and location of water and sewer facilities,
- proposed uses on the property other than Park Model RV,
- general location and types of buildings,
- and proposed open space.

The preliminary park plan must have health department and SCDHEC approval.

24-151 (c)(ii) **Submission Following Preliminary Plat Approval.**

Following the preliminary park plan review and prior to the construction or alteration of the RV park, the park developer shall make application with the planning department for a permit to construct or expand a park. The developer shall present two copies of the development plans containing the information to support issuance of necessary permits. The owner of the RV park shall provide documentation identifying how the park will provide adequate facilities for solid waste storage, collection and disposal.

24-151 (c)(iii) **Approval.**

The Anderson County Planning Commission shall review RV Preliminary Park Plans in accordance with the Administrative Procedure of Section 24-335.

24-151 (c)(iv) **Variances.**

Whenever, in the opinion of the Planning Commission, the strict application of the requirements of the RV Park Design Standards would result in substantial or excessive difficulties and hardships or injustices, the Planning Commission may modify such requirements or standards so that the park developer is allowed to develop his property in a reasonable manner provided that the public interest of the County and its citizens are protected and the general intent and spirit of the RV design regulations and standards are preserved.

24-151 (d) INSPECTION OF RV PARKS.

Before occupancy of the RV park may occur, a final inspection of the RV park for conformance with the approval plan shall be conducted by the state health authority and by the county land use office.

The Building and Codes Department is hereby authorized to make periodic inspections to determine the condition of the RVs and RV parks located within the jurisdiction of this article in order that they may perform their duties of safeguarding the health and safety of occupants of RV parks and of the general public.

24-151 (e) NOTICES, HEARINGS, AND ORDERS.

Whenever the Building and Codes Department determines that there are reasonable grounds to believe that there has been a violation of any provision of this article, notice of such alleged violation shall be given to the owner or agent of the park, as hereinafter provided.

Such notice shall:

- be in writing.
- include a statement of the reasons for its issuance.
- allow 15 days for the performance of any act it requires.
- contain necessary language to effect compliance with the provisions of these regulations.

Upon receipt of such petition, the Buildings and Codes Department shall set a time and place within ten days for such hearing and shall give the petitioner written notice thereof. At such hearing, the petitioner shall be given an opportunity to be heard, and to show why such notice should be modified or withdrawn, provided that upon application of the petitioner, the inspector may postpone the date of the hearing for a reasonable time.

When a permit to operate a RV park has been revoked, the property owner is responsible to notify all occupants of the revocation and give notice that they must vacate the park within 30 days.

24-151(f) **GENERAL OPERATION AND MAINTENANCE REQUIREMENTS.**

24-151(f)(i) **General Operation.**

A park attendant must be on duty within the park at all times. An administrative park office within the RV park is required. Registration records must be kept on the occupancy of all RV parks. As a minimum, the registration form must have space for name, date, and permanent mailing address.

Permanent habitation is not permitted. Permanent habitation means occupying a space for a period of two (2) or more months as defined in the Definitions herein. Recreation vehicles are not designed for such purpose. RV park operators shall provide proof of the temporary nature of users upon request from the enforcement officer. RVs shall be fully licensed and must be ready for highway use. To be ready for highway use, the RV shall be on wheels or a jacking system, be attached to the RV space only by quick disconnect type utilities.

Operator shall provide for continued maintenance of landscaping and buildings and shall comply with all SCDHEC rules and regulations governing the sanitation and operation of RV parks. Service buildings shall be maintained in a sanitary condition at all times. Park areas shall be kept free of litter at all times. The operator shall be responsible for the control of nuisances within the park and will ensure that rules of order are posted and enforced. The operator will ensure provisions of this code are followed.

24-151(f)(ii) **Accessory uses and amenities.**

Common facilities (laundry, dining, etc.) and bathhouses, administrative or management park offices shall be placed no closer than 150 feet from any exterior park boundary.

RV parks are allowed to have one caretaker to reside within the park. This will be the only permanent residential structure within the RV park.

24-151 (f)(iii) **Grounds maintenance and solid waste.**

The storage, collection, and disposal of solid waste in the RV park shall be so conducted as to create no health hazards or pollution.

All solid waste shall be stored in standard fly-tight, watertight, rodent-proof containers, with a capacity of not more than ninety (95) gallons, and be located not more than one hundred fifty (150) feet from any RV space. In the alternative, a commercially acceptable dumpster or compactor container may be used.

All solid waste shall be collected at least weekly. Where suitable collection service is not available from municipal or private agencies, the RV park operator shall provide this service. All solid waste shall be collected in covered vehicles and disposed of in accordance with the county solid waste ordinance.

24-151 (g) **TRAFFIC CIRCULATION AND STREET DESIGN.**

RV Park streets and roadways shall be designed to provide safe and convenient access to all spaces and park facilities.

Parking shall not be allowed on streets. Interior roads must

- Be privately owned by the RV park and designed to accommodate all types of RVs.
- Have a minimum width of 24 feet for a two-way road or 12 feet for a one-way road. Have a turning radius of 45 feet on all curves.
- Be either paved or graveled to a width of at least twenty (20) feet. If streets are to be graveled, a minimum of four (4) inches of aggregated base course (ABC) No. 7 stone shall be used.
- Be a continuous path of travel throughout the park. No roadway shall dead-end.
- Meet the design standards of public street line if they are connected to the latter, for a distance of 40 feet from the property.
- Have speed limits coherent with their surroundings. Vehicle speeds must be kept slow due to the pedestrian nature of parks and local wildlife. Speed reduction humps or dips are permissible in the roadway, but they must be painted with appropriate signs indicating the hump or dip along the roadway.
- Each RV Park must have only one (1) entrance with the exception for emergency vehicles or if traffic conditions require a second entrance based upon a traffic study. Entrance must have enough queuing space to prevent vehicles from blocking traffic.
- Safe pedestrian access must be offered throughout the park.
- Provide a parking pad for each RV and must not be smaller than 10' in width by 35' length.
- Roads are to be maintained by the owner or operator of the park in a manner to be free from potholes, ponding of water during rainy periods, excessive washing of drainage ditches, and other associated problems which would impede or cause hazards to motor vehicles.

24-151 (h) **RV PARKS NAME, ROADNAMES, AND ADDRESSES**.

The names of RV parks and roads within such parks shall not duplicate or be phonetically similar to the names of existing mobile home parks, RV parks and road names in the county.

- Where proposed streets are continuations of existing streets; the existing road names

  shall be used.
- Property address numbers shall conform to the street naming and house numbering ordinance and shall be assigned by the E-911 addressing department.

An application "ANDERSON COUNTY E911 ADDRESSING REQUEST FORM" must be submitted, according to the development plans.

21-151(i) **OPEN SPACE.**

The developer shall preserve open space, tree cover, scenic vistas, natural drainageways, and outstanding natural topography, whenever possible. RV spaces, accessory structures, administrative park offices, among other structures may be clustered to protect sensitive areas, such as wetlands, historic sites/cemeteries, endangered species habitat, or prime agricultural land. In these cases, the developer and the general public would not have access to these preserved areas. The following requirements shall be met:

- All property designated as open space shall be delineated on the preliminary plan.
    - A breakdown of open space in floodplain and on steep slopes should be shown on the preliminary plan in total acres and percentages of gross acres.
    - The open space on the preliminary plan should have meaningful dimensions, proportions, and placement.
- The required open space must be directly accessible to the largest practical number of lots within the development.
- A minimum of 20 percent of the total RV park area shall be set aside and maintained as landscaped open space which may be used for the recreational use of park occupants.
- Outdoor recreational facilities, such as open picnic structures, swimming pools, tennis courts, shuffleboard, volleyball courts, walking trails, playground equipment, horseshoe pits, etc., may be permitted in the landscaped open spaces.
- Parking spaces, driveways, access roads, RV spaces, or any area required for setbacks as set forth in this chapter, are not considered to be usable open space.

The owner or developer shall be responsible for its continuing upkeep and proper maintenance of the open space.

21-151 (j) **BUFFERS, SCREENING, AND SETBACKS.**

A minimum of 25-foot landscape buffer shall separate the RV park and a public road. The landscape buffer shall be maintained by the developer at all times. The landscape buffer shall include permanent structures, fences, or gates.

RV park construction shall provide for 50 feet of set back from adjoining neighboring properties or twenty-five (25) feet of set back from adjoining neighboring properties with an approved buffer (existing vegetation or structures may qualify for the buffer).

21-151(k) **RV PARK SIZE AND DENSITY RESTRICTIONS**

The site shall be at least 5 contiguous acres. RV sites if serviced by a septic tank shall comply

with SCDHEC guidelines.

If serviced by sewer, the sewer provider will determine the maximum number of spaces per acre based upon sewer capacity.

RV Space Design Standards

- A minimum net space of five hundred forty (540) square feet is required for each RV space.
- In the location and spacing of RV spaces, there shall be a minimum of at least ten (10) feet between RV and/or structures. Any accessory structures or attachments shall, for the purpose of this requirement, be considered a part of the trailer or recreational vehicle.
- All grading activities for RV spaces must follow the county's land disturbance ordinance if the site disturbs one (1) acre or more and or SCDHEC where applicable to prevent runoff.
- Each RV space shall meet the requirements of the Anderson County Flood Damage Prevention Ordinance.
- Bathhouse facilities shall be located within 400 feet of any RV space. Handicapped access to restroom facilities is required.

21-151(l) **UTILITIES, SIGNAGE, NAMES, AND INDICATION.**

RV park shall be supplied by water and public sewer systems or approved by the SCDHEC for septic tanks. All plans and specifications shall be submitted with the request.

21-151(l)(i) **Water supply.**

An accessible, adequate, safe, and potable supply of water under pressure shall be provided in every RV Park. Potable water supply from a public utility or a distributor holding a valid permit from the state shall be made available for each RV site. Water supplies from other sources shall be approved by the DHEC.

Fire flow requirements as required by the NFPA must be met. Fire hydrants shall be installed throughout all RV Parks as described in the FIRE PROTECTION ORDINANCE if proper size water main is available.

25-151(l)(ii**) Sewage disposal.**

Adequate and safe sewerage collection systems shall be provided in all RV parks for the conveyance and disposal of all sewage. Sewer hookup through the county's wastewater utility or private provider shall be made available for each RV space. All plumbing in the RV Park shall comply with state and local regulations. Sewerage facilities shall be placed at a minimum of 20 feet from adjacent property line. If public sewer is not available, the developer must obtain SCDHEC approval for a septic system.

21-151 (l)(iii) **Electricity.**

Each RV space shall be equipped with an electrical outlet supplying at least 110 volts up to 220 volts, installed in accordance with applicable state electrical codes. Adequate electric system shall be provided at all times.

21-151(l)(iv) **Safety.**

- **Fire protection**

Fires shall be made only in equipment intended for such purposes and placed in safe and convenient locations, where they will not constitute fire hazards to vegetation and RVs. No ground fires are allowed. Portable fire extinguishers shall be kept in service buildings and maintained in operating condition. Fire flow requirements as described by the NFPA must be met when setting up the park's water supply system where proper sizeable water mains are available.

- **Lighting**

All roadways, walkways**,** parking areas, sanitary facilities, storage areas, and recreational facilities within the park shall be adequately lighted at night, to provide safe access. Light shall be non-glaring, energy efficient, so arranged as to confine direct lighting downward and not leave the site.

Ordinance #2023-020

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 3.98 acres from R-20 (Single-Family Residential District) to C-2 (Highway Commercial District) on parcels of land, identified as 201 and 205 Memory Lane in the Denver-Sandy Springs Precinct shown in Deed Book 15896 page 111 and Deed Book 15897 page 121. The parcels are further identified as TMS #93-06-01-005 and 93-06-01-007.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to C-2 for +/- 3.98 acres of TMS #93-06-01-005 and 93-06-01-007 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on May 9, 2023, during which it reviewed the proposed rezoning from to R-20 to C-2 for +/- 3.98 acres of TMS #93-06-01-005 and 93-06-01-007 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on June 20, 2023, regarding said amendment of the Anderson County Official Zoning Map:

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

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

2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from R-20 to C-2 for +/- 3.98 acres of TMS #93-06-01-005 and 93-06-01-007 described above.

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

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

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

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ATTEST: Ordinance 2023-020

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading:	June 20, 2023
2nd Reading:	July 18, 2023
3rd Reading:	August 1, 2023
Public Hearing:	June 20, 2023

Anderson County Planning Commission
Staff Report
May 9, 2023

Applicant:	Welpine Properties, LLC
Current owner:	same
Property location:	201 & 205 Memory Lane
Precinct:	Five Forks
Council district:	4
TMS#(s):	93-06-09-005 & -007
Acreage:	+/- 3.98 acres total
Current zoning:	R-20 (Single Family Residential District)
Requested zoning:	C-2 (Highway Commercial District) The Highway Commercial district is established to provide for the development on major thoroughfares of commercial land uses which are oriented to customers traveling by automobile. Establishments in this district provide goods and services for the traveling public and also for the convenience of local residents.
Surrounding zoning:	North: R-20 (Single Family Residential District) South: I-85 & S-1 (Services District) East: C-2 (Highway Commercial District) West: C-2 (Highway Commercial District)
Evaluation:	This request is to rezone from R-20 to C-2 for the purpose of providing the property owner "the highest and best use" and match the zoning to the east and west. Additionally, the property faces I-85.
Public outreach:	Staff hereby certifies that the required public notification actions have been completed, as follows: - April 24, 2022: Rezoning notification postcards sent to 72 property owners within 2,000' of the subject property; - April 21, 2022: Rezoning notification signs posted on subject property; - April 24, 2022: Planning Commission public hearing advertisement published in the *Independent-Mail*.
Staff recommendation:	At the Planning commission Meeting during which the rezoning is scheduled to be discussed, staff will present their recommendation at that time.

Rezoning Application

Anderson County Planning & Development

4-5-2023
Date of Submission

Approved/Denied

Applicant's Information

Applicant Name: Welpine Properties LLC
Mailing Address: 99 Phil Watson Rd Anderson SC 29625
Telephone: 864-884-3050
Email: MGProducts88@AOL.COM

Owner's Information
(If Different from Applicant)

Owner Name: Mike Green (Contact)
Mailing Address:
Telephone:
Email:

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

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

Owner's Signature

4-5-23
Date

Project Information

Property Location: 201 & 205 Mabry Lane
Parcel Number(s)/TMS: 93069007 & 93601005 093-06-01-007, 093-06-01-005
County Council District: 4
School District: 4
Total Acreage: 2.72 + 1.26 = 3.98
Current Land Use: Land with House
Requested Zoning: C-2
Current Zoning: R-20
Purpose of Rezoning: Surrounding and adjacent property is C-2 Zoned
Property is on Interstate I 85 and Best use of property is C-2 Not R-20 because of Distance

Are there any Private Covenants or Deed Restrictions on the ○ Yes ◉ No

Property? If you indicated no, your signature is required.

[signature] 4-5-23

Applicant's Signature Date

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

Additional Information or Comments: Propert on both sides is C-2 across the street is I-2 S-1 and C-2. Highest and best use would be C-2. Huning doesn't work with property boundries Along I-85.

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

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

Please refer to Chapter 48 of the Anderson County Code of Ordinances for further information regarding submission requirements.

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

[signature] 4-5-23

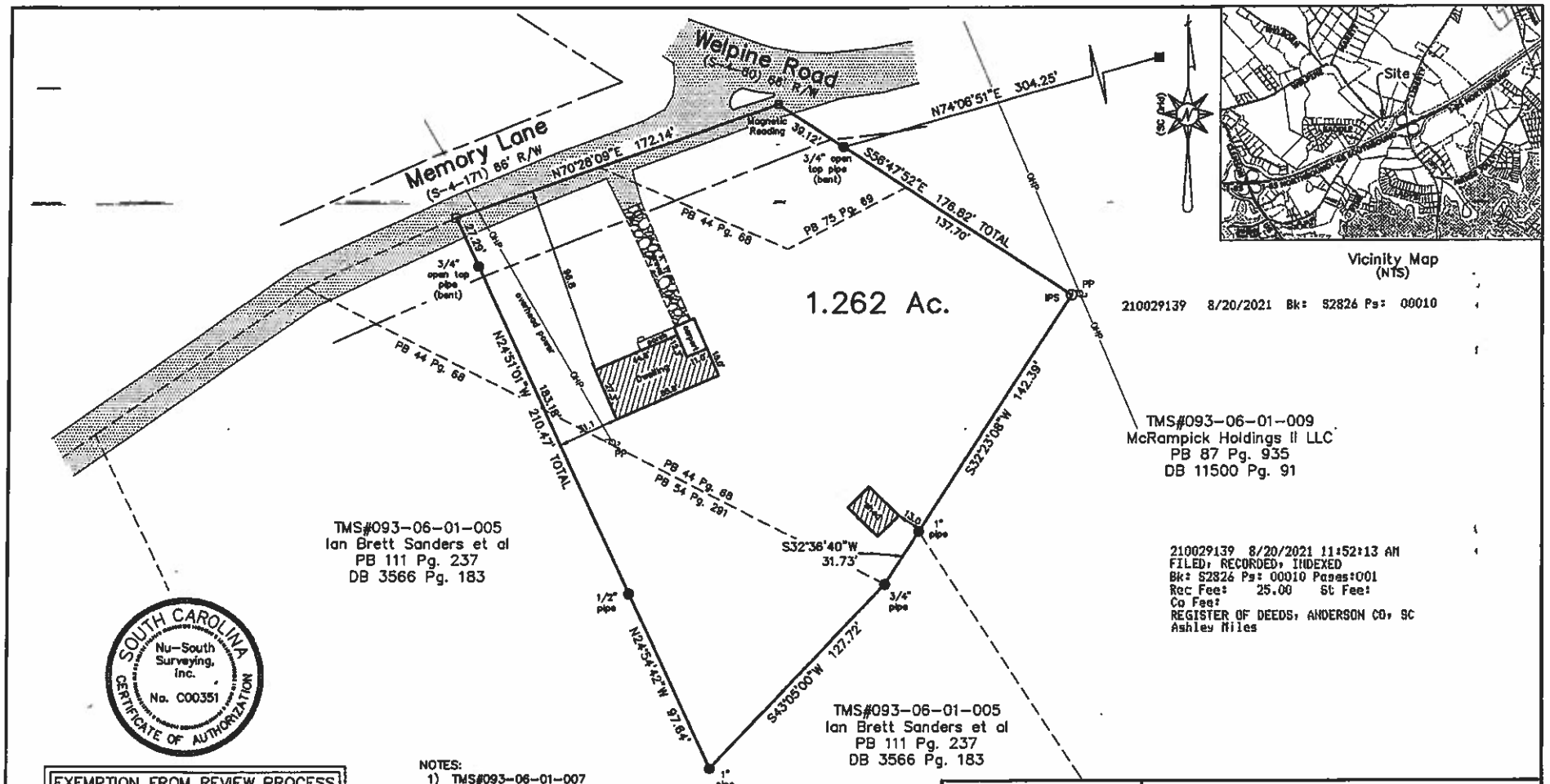
Applicant's Signature Date

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

For Office Use Only:

Application Received By: _____ Complete Submission Date: _____

Commission Public Hearing: _____ Council Public Hearing: _____



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Bk: S2826 Pg: 00010 Pages:001
Rec Fee: 25.00 St Fee:
Co Fee:
REGISTER OF DEEDS, ANDERSON CO, SC
Ashley Miles

SOUTH CAROLINA
Nu-South Surveying, Inc.
No. C00351
CERTIFICATE OF AUTHORIZATION

EXEMPTION FROM REVIEW PROCESS
This plat is a RESURVEY of an existing lot of record.

Earl B. O'Brien, PLS SC#10755

"I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown."

Earl B. O'Brien R.L.S. No.10755

NOTES:
1) TMS#093-06-01-007
2) Physical Address: 201 Memory Lane
3) Reference Plat Book 75 Pg. 69, Book 44 Pg. 68, Book 54 Pg. 291
4) Reference Deed Book 3018 Pg. 170
5) Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject property: easements, other than possible easements that were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, and any other facts that an accurate and current title search may disclose.

Map #	Surveyed By	Drawn By	Checked By
12453	RH	TA	EBO

THIS DRAWING AND THE DESIGN SHOWN THEREON ARE THE PROPERTY OF NU-SOUTH SURVEYING, INC. THE REPRODUCTION, COPYING OR USE OF THIS DRAWING WITHOUT WRITTEN CONSENT IS PROHIBITED AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION.

Legend
(Old) (New)
● ○ 1/2" rebar
■ □ Mag Nail
△ Computed Pt.

Nu-South Surveying Inc.
115 E. Mauldin St.
Anderson S.C. 29621
(864) 224-2754
nusouthsc@gmail.com

Survey and Certification for
INDEX
Ian Brett Sanders

NON-Transferable

Anderson County Scale 1" = 50'
South Carolina Date: Aug. 3, 2021

50 0 50 100

0 500 1,000 2,000 Feet

I-2
R-20
C-2
S-1
N
LIBERTY HWY
I-85 SOUTHBOUND RAMP
I-85 SOUTHBOUND EXIT 21
I-85 NORTHBOUND RAMP
I-85 NORTHBOUND EXIT 21
I-85 NORTHBOUND RAMP
I-85 NORTHBOUND RAMP
I-85 NORTHBOUND RAMP
I-85 SOUTHBOUND RAMP
I-85 NORTHBOUND
I-85 SOUTHBOUND
HURRICANE RD
SADDLE TRL
DONN TRL
SHOE TRL
Zoning
R-20
C-2
S-1
I-2
0
500
1,000
2,000 Feet

0 500 1,000 2,000 Feet

Planning Commission

May 09, 2023
Date of Planning Commission Meeting

☐ Land Use ■ Rezoning
☐ Subdivision ☐ Variance

Project Information

Name of Applicant/Project: Welpine Properties, LLC

Property Location: 201 & 205 Memory Lane

County Council District: 4 School District: _____

Total Acreage: +/- 3.98 acres Number of Lots: 2

Current Zoning: R-20 Requested Zoning: C-2

Purpose: To rezone property from residential to commercial use.

Recommendation/ Decision Rendered

☒ Approval ☐ Denial ☐ Tied ☐ Tabled Vote 5 to 0

- ☒ Compatibility with Future Land Use Map
- ☒ The recommendations of staff
- ☐ Compatibility with Traffic Levels
- ☐ Compatibility with Surrounding Properties
- ☐ Compatibility with Density Levels
- ☐ Use and Value of Surrounding Properties
- ☐ Concerns for public, health, safety, convenience, prosperity & general welfare
- ☐ Concerns for the balance of the interest of sub dividers, homeowners and public
- ☐ Concerns for the effects of the proposed development on the local tax base
- ☐ The ability of existing or planned infra-structure and transportation system to serve the proposed development
- ☐ Other (please elaborate): _____

Planning Commission Chairman: _____ Date: 5-9-23

Anderson County Planning & Development
401 East River Street
Anderson, South Carolina 29624 | Phone: (864) 260-4720

Ordinance #2023-021

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 2.28 acres from R-20 (Single-Family Residential District) to C-2 (Highway Commercial District) on a parcel of land, identified as Memory Lane in the Denver-Sandy Springs Precinct shown in Deed Book 16636 page 213. The parcel is further identified as TMS #93-06-01-001.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to C-2 for +/- 2.28 acres of TMS #93-06-01-001 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on May 9, 2023, during which it reviewed the proposed rezoning from to R-20 to C-2 for +/- 2.28 acres of TMS #93-06-01-001 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on June 20, 2023, regarding said amendment of the Anderson County Official Zoning Map:

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

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

2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from R-20 to C-2 for +/- 2.28 acres of TMS #93-06-01-001 described above.

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

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

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

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ATTEST: Ordinance 2023-021

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading:	June 20, 2023
2nd Reading:	July 18, 2023
3rd Reading:	August 1, 2023
Public Hearing:	June 20, 2023

Anderson County Planning Commission
Staff Report
May 9, 2023

Applicant:	Hembree Creek, LLC
Current owner:	same
Property location:	Memory Lane
Precinct:	Five Forks
Council district:	4
TMS#(s):	93-06-01-001
Acreage:	+/- 2.28 acres
Current zoning:	R-20 (Single Family Residential District)
Requested zoning:	C-2 (Highway Commercial District) The Highway Commercial district is established to provide for the development on major thoroughfares of commercial land uses which are oriented to customers traveling by automobile. Establishments in this district provide goods and services for the traveling public and also for the convenience of local residents.
Surrounding zoning:	North: R-20 (Single Family Residential District) South: I-85 & S-1 (Services District) East: R-20 (Single-Family Residential District) West: C-2 (Highway Commercial District)
Evaluation:	This request is to rezone from R-20 to C-2 for the purpose of providing the property owner "the highest and best use." Additionally, the property faces I-85.
Public outreach:	Staff hereby certifies that the required public notification actions have been completed, as follows: - April 24, 2022: Rezoning notification postcards sent to 86 property owners within 2,000' of the subject property; - April 21, 2022: Rezoning notification signs posted on subject property; - April 24, 2022: Planning Commission public hearing advertisement published in the *Independent-Mail*.
Staff recommendation:	At the Planning commission Meeting during which the rezoning is scheduled to be discussed, staff will present their recommendation at that time.

$135 3Acres

Rezoning Application

Anderson County Planning & Development

4-5-2023
Date of Submission

Approved/Denied

Applicant's Information

Applicant Name: Hembree Creek LLC
Mailing Address: [redacted] 99 Phil Watson Rd Anderson SC 29625
Telephone: 864 884-3050
Email: MG Products XX@AOL.com

Owner's Information
(If Different from Applicant)

Owner Name: Mike Green (Contact)
Mailing Address:
Telephone:
Email:

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

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

Owner's Signature

4-5-23
Date

Project Information

Property Location: Memory Lane @ I-85
Parcel Number(s)/TMS: 930-01-001
County Council District: 4
School District: 4
Total Acreage: 2.28
Current Land Use: R20 (Vacant land)
Requested Zoning: C-2
Current Zoning: R-20
Purpose of Rezoning: Adjacent property is C-2 zoned property is on I-85. Best and highest use of property is C-2.

Are there any Private Covenants or Deed Restrictions on the ○ Yes ◉ No

Property? If you indicated no, your signature is required.

Applicant's Signature _____ Date 4-5-23

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

Additional Information or Comments: Propert beside is C-2 Highest and best use would be C-2. Propert is C-2 next door and Propert Faces I-85.

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

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

Please refer to Chapter 48 of the Anderson County Code of Ordinances for further information regarding submission requirements.

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

Applicant's Signature _____ Date 4-5-23

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

For Office Use Only:

Application Received By: CAHunter Complete Submission Date: 4/5/23

Commission Public Hearing: May 9, 2023 Council Public Hearing: _____

401 East River Street * Anderson, South Carolina 29624 Phone: 864.260.4720
Email: planning@andersoncountysc.org

Anderson County

April 11, 2023 Disclaimer accepted.

TMS:	930601001		
Owner:	HEMBREE CREEK LLC		
Owner Address:	103 WELPINE RD		
City/State:	PENDLETON SC		Zip Code: 29670
Deed Book:	16636	Deed Page: 213	Current Plat: CP 115/238
Tax District:	4	Description: MEMORY LANE 2.28 AC	
Sale Year:	2023	Sale Price: $10	Market Value: $54,260

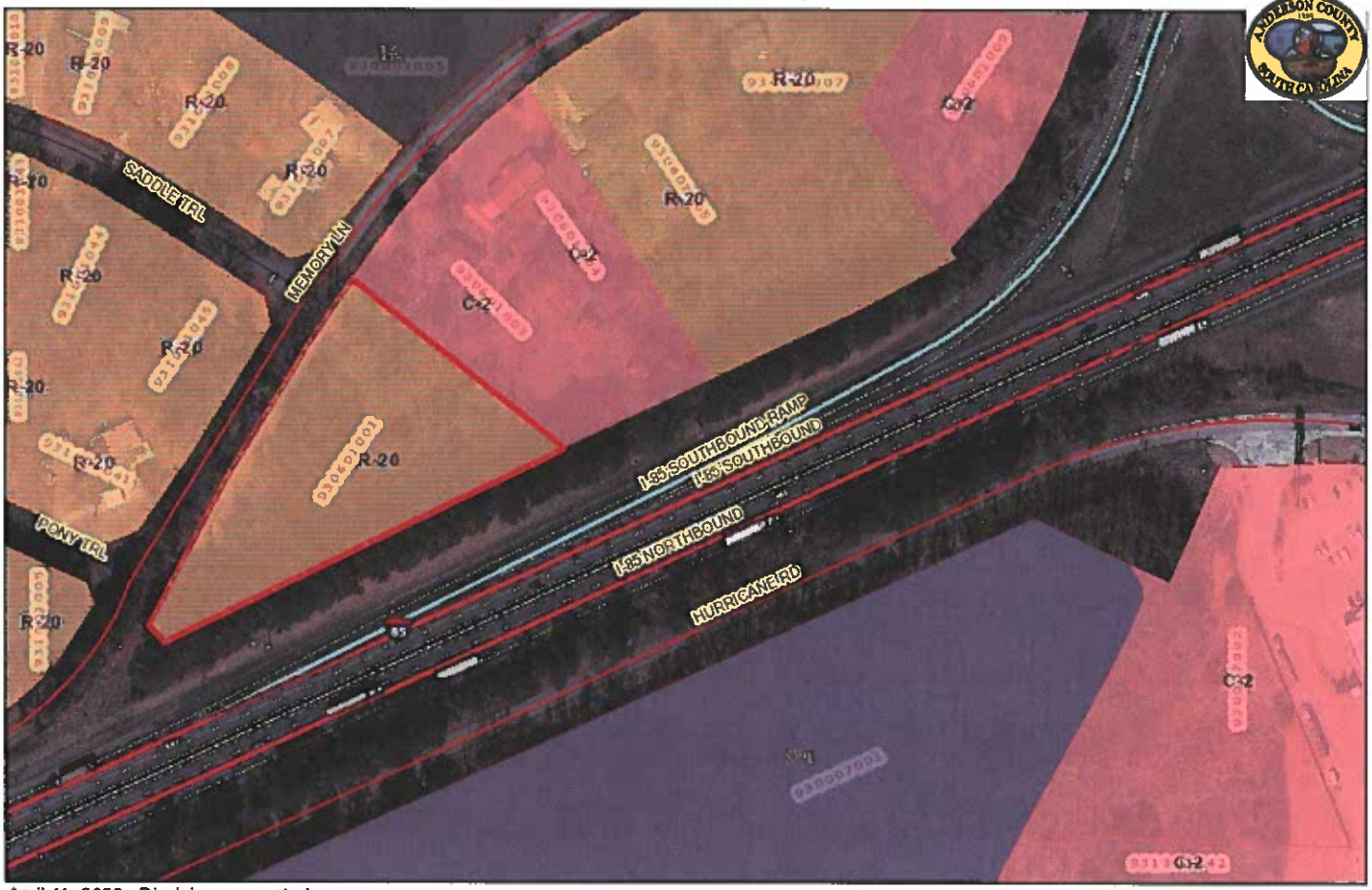
1 in = 166 ft

0 0.015 0.03 0.06 mi

0 0.025 0.05 0.1 km

ESRI, HighNand Mapping, and Anderson County GIS

Anderson County



April 11, 2023 Disclaimer accepted.

TMS:	930601001		
Owner:	HEMBREE CREEK LLC		
Owner Address:	103 WELPINE RD		
City/State:	PENDLETON, SC		Zip Code: 29670
Deed Book:	16636	Deed Page: 213	Current Plat: CP 115/238
Tax District:	4	Description: MEMORY LANE 2.28 AC	
Sale Year:	2023	Sale Price:	Market Value:

1 in = 166 ft

0 0.015 0.03 0.06 mi

0 0.025 0.05 0.1 km

ESRI, Highland Mapping, and Anderson County GIS

0 500 1,000 2,000 Feet

Planning Commission

May 09, 2023
Date of Planning Commission Meeting

☐ Land Use ☒ Rezoning
☐ Subdivision ☐ Variance

Project Information

Name of Applicant/Project: Hembree Creek, LLC

Property Location: Memory Lane

County Council District: 4 School District: _____

Total Acreage: +/- 2.28 acres Number of Lots: 1

Current Zoning: R-20 Requested Zoning: C-2

Purpose: To rezone property from residential to commercial use.

Recommendation/ Decision Rendered

☒ Approval ☐ Denial ☐ Tied ☐ Tabled Vote 5 to 2

- ☒ Compatibility with Future Land Use Map
- ☒ Compatibility with Traffic Levels
- ☐ Compatibility with Density Levels
- ☐ Concerns for public, health, safety, convenience, prosperity & general welfare
- ☐ Concerns for the effects of the proposed development on the local tax base
- ☐ The recommendations of staff
- ☐ Compatibility with Surrounding Properties
- ☒ Use and Value of Surrounding Properties
- ☐ Concerns for the balance of the interest of sub dividers, homeowners and public
- ☐ The ability of existing or planned infra-structure and transportation system to serve the proposed development
- ☐ Other (please elaborate): _____

Planning Commission Chairman: Dan Howell Date: 5-9-23

Anderson County Planning & Development
401 East River Street
Anderson, South Carolina 29624 | Phone: (864) 260-4720

ORDINANCE NO. 2023-024

AN ORDINANCE TO TRANSFER AN INTEREST IN REAL PROPERTY TO WILLIAM R. MCCLELLION III; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Code requires a public hearing prior to the sale of real property; and

WHEREAS, Anderson County is the current owner of a 0.395 acre of land located between Frances Cannon Drive (C-10-197) and Brown Road (C-10-155) and being adjoined to tax map number 120-09-01-043; and

WHEREAS, Anderson County previously expressed its intent, under Resolution No. 2017-023, to release said property to the property owner who owns the property on both sides of the old right-of-way; and

WHEREAS, the referenced right-of-way consists of land owned on both sides by William R. McClellion III and identified by tax map numbers 120-09-01-043 and 120-10-01-056.

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

1. Anderson County desires to transfer its entire property interest in the "Abandoned Frances Cannon Drive" to William R. McClellion III, as the property owner who owns property on both sides of the right-of-way, for a nominal fee. The property is more particularly described in a survey conducted by Glenn Surveyors, Inc., and attached hereto as Exhibit "A."

2. The Anderson County Administrator is hereby authorized and directed to execute any documents necessary to effectuate the transfer of this parcel of real property as described herein.

3. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.

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

5. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this 1st day of August, 2023.

ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to Council

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading:	June 20, 2023
Second Reading:	July 18, 2023
Third Reading:	August 1, 2023
Public Hearing:	August 1, 2023

EXHIBIT A

LEGEND:

Iron Pin, New	○
Iron Pin, Old	●
PK Nail, new unless noted.	⊘
Computed Point	△
Above Grade	(A.G.)
Below Grade	(B.G.)
Power Pole	
Overhead Power	OHP
Underground Power	UGP
Underground Telephone	UGT
Telephone MH	Ⓣ
Telephone Pedestal	T
Existing Gas Main	GAS
Existing Gas Meter	G
Existing Water Main	W
Existing Fire Hydrant	
Existing Water Meter	W
San. Sewer MH	Ⓢ
Metal Light Pole	
Chain Link Fence	

230013405 6/06/2023 Bk: S3035 Pg: 00005

230013405 6/06/2023 11:11:35 AM
FILED, RECORDED, INDEXED
Bk: S3035 Pg: 00005 Pages:001
Rec Fee: St Fee:
Co Fee:
REGISTER OF DEEDS, ANDERSON CO, SC
Cynthia D. Radford

NAD 83 (NSRS 2011)

Location Map - No Scale

Curve Table

Curve #	Length	Radius	Chord Length	Chord Direction	Delta
C-1	120.84'	308.00'	120.84'	S77° 47' 47"E	22.48°
C-2	192.75'	242.00'	192.75'	S79° 17' 54"E	45.63°

¾" Rebar w/ Alum. Cap (Found Flush)

N50° 24' 26"W 166.57'

C-2

N77° 56' 21"E 80.03'

¾" Rebar w/ Alum. Cap (Found Flush)

¾" Rebar w/ Alum. Cap (Found Flush)

'RELOCATED' FRANCES CANNON DRIVE (C-10-197) (33' R/W)

¾" Rebar (0.1' A.G.)

C-1

¾" Rebar w/ Alum. Cap (Found Flush)

-LOT 123 REMAINDER-
N/F W. Richard McClellion
TMS #120-10-01-056
Deed Book 6466, Page 316
Plat Book 88, Page 323

'ABANDONED' FRANCES CANNON DRIVE

S53° 20' 50"E 274.27'

N53° 20' 50"W 380.28'

-LOT 65-

0.395 ACRES
(17,227.62 SQ. FT.)

N72° 36' 13"E 25.06'

¾" Rebar w/ Alum. Cap (Found Flush)

¾" Rebar (0.1' A.G.)

-LOT 64-

¾" Rebar (0.1' A.G.)

N2° 19' 59"W 38.10'

¾" Rebar (0.1' A.G.)

S33° 13' 32"W 99.77'

BROWN ROAD (C-10-155) (VARIABLE WIDTH R/W)

-LOT 63 - 69-
N/F W. Richard McClellion, III
TMS #120-09-01-043
Deed Book 11218, Page 127
Plat Book 88, Page 323

-LOT 63-

SOUTH CAROLINA
GLENN SURVEYORS, INC
No. C05142
CERTIFICATE OF AUTHORIZATION

THIS IS NOT A SUBDIVISION AS DEFINED BY ANDERSON COUNTY SUBDIVISION REGULATIONS

SUBDIVISION ADMINISTRATOR 6/6/23 DATE

I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; also there are no visible encroachments or projections other than these shown.

Samuel B. Glenn Jr.
PLS No. 24277

This survey is subject to any rights of way and easements of record, and any facts which may be disclosed by a full and accurate title search.

20 MARCH 2023

EXHIBIT 'A'

Job No: 2023.057

South Carolina
Anderson County

Boundary Survey of 0.395 Acre
Located on Brown Road
Designated as the Abandoned Francess Cannon Dr.
Surveyed at the Request of
-Anderson County-

References:
TMS No. 120-09-01-043
Plat Bk 88, Pg. 323; Slide 2499, Pg. 8
SCDOT Plans Project 0042275

Date: 20 March 2023

Scale: 1"= 50'

0 50' 100'

GLENN SURVEYORS
119 Lakewood Drive
Townville, S.C. 29689
864.844.1195
www.glenncivil.com

ORDINANCE 2023-025

AN ORDINANCE TO PROVIDE APPROVAL FOR ANDERSON COUNTY, SOUTH CAROLINA, TO GRANT AN EASEMENT UNTO DUKE ENERGY CAROLINAS, LLC ACROSS PROPERTY OWNED BY ANDERSON COUNTY AND BEARING TAX MAP NUMBER 047-03-01-002 FOR INSTALLATION OF ELECTRIC AND COMMUNICATION LINES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina, has authority pursuant to the South Carolina Code of Laws, 1976, as amended, and specifically § 4-9-30, to lease, sell, or otherwise dispose of real property;

WHEREAS, Anderson County, South Carolina is required under S.C. Code Ann. § 4-9-130 to hold a public hearing on notice to sell, lease or contract to sell or lease real property owned by the County;

WHEREAS, Anderson County is the owner of a parcel of real property bearing the tax map number 047-03-01-002;

WHEREAS, Anderson County, South Carolina desires to grant an easement to Duke Energy Carolinas, LLC for the purpose of installation and maintenance of electrical and communication lines which, in part, will service the Green Pond Landing facility.

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

1. Anderson County Council hereby approves the grant of the Easement to Duke Energy Carolinas, LLC as described and set forth on that certain document titled Easement, attached hereto as Exhibit A, for the purpose of construction and operation of electrical and communication lines.

2. All Orders and Ordinances in conflict herewith are, to the extent of such conflict only, hereby repealed and rescinded.

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

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

ENACTED in a duly assembled meeting this 1st day of August, 2023.

ATTEST: **FOR ANDERSON COUNTY:**

_____ _____

By: Rusty Burns
Its: Administrator

By: Tommy Dunn
Its: Chairman, Anderson County Council

_____
Renee Watts, Clerk to Council

APPROVED AS TO FORM:

_____
Leon C. Harmon, County Attorney

First Reading: June 20, 2023
Second Reading: July 18, 2023
Third Reading: August 1, 2023
Public Hearing: August 1, 2023

Prepared by: Duke Energy Carolinas, LLC
Return To: Duke Energy Carolinas, LLC
Attn: Brian Whiting
117 Laurel Avenue W.
Greenwood, SC 29649

Parcel # P/O: 047-03-01-002

EASEMENT

State of South Carolina
County of Anderson

THIS EASEMENT ("**Easement**") is made this ____ day of _____ 20____, from **ANDERSON COUNTY, SOUTH CAROLINA**, a body corporate and politic organized under the laws of the state of South Carolina ("**Grantor**", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book 16738, Page 70**, also shown as Lot A, containing .254 acres, more or less, as recorded in **Plat Slide 2916**, **Page 6**, Anderson County Register of Deeds ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

Witnesses:

ANDERSON COUNTY, SOUTH CAROLINA
a body corporate and politic organized under the laws of the state of South Carolina

_____ (SEAL)
RUSTY BURNS, COUNTY ADMINISTRATOR

_____
(Witness #1)

_____
(Witness #2)

Attest:

_____
Name of Signer2, Attest

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that RUSTY BURNS personally appeared before me this day and acknowledged that he/she is COUNTY ADMINISTRATOR of ANDERSON COUNTY, SOUTH CAROLINA, a body corporate and politic organized under the laws of the state of South Carolina, and that by authority duly given and as the act of said body corporate and politic organized under the laws of the state of South Carolina, the foregoing EASEMENT was signed in its name by its COUNTY ADMINISTRATOR, sealed with its official seal, and attested by herself/himself as its Title2.

Witness my hand and notarial seal, this ____ day of _____, 20_____.

(Notary Seal)

Notary Public: _____

Commission Expires: _____

For Grantee's Internal Use:
Work Order #: 47015186-150
3821 Whitehall Rd

ORDINANCE NO.: 2023-026

AN ORDINANCE TO LEASE REAL PROPERTY TO THE ANDERSON COUNTY DISABILITIES AND SPECIAL NEEDS BOARD; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County has authority pursuant to the South Carolina Code of Laws, 1976, as amended, and specifically section 4-9-30, to lease, sell or otherwise dispose of real property;

WHEREAS, Anderson County is required under S.C. Code Ann. § 4-9-130 to hold a public hearing on notice to sell, lease or contract to sell or lease real property owned by the County;

WHEREAS, Anderson County is the owner of a parcel of real property bounded by Camson Road, Powell Road, McGee Road, and Hembree Road, which is a portion of a larger tract with tax map number 122-00-01-001;

WHEREAS, the Anderson County Disabilities and Special Needs Board is a non-profit corporation registered with South Carolina Secretary of State's Office; and

WHEREAS, the property leased by the Anderson County Disability and Special Needs Board will be used for conducting agricultural training activities for persons with disabilities and special needs.

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

1. Anderson County desires to lease the following property to the Anderson County Disabilities and Special Needs Board for a nominal fee:

> The parcel of real property bounded by Camson Road, Powell Road, McGee Road, and Hembree Road which is a portion of a larger tract with TMS No. 122-00-01-001.

2. The Anderson County Administrator is hereby authorized to and directed to execute any documents necessary to effectuate the lease of this parcel of real property as described herein and in a form substantially similar to, and not materially different from, the lease agreement attached hereto as Exhibit A.

3. All Orders and Ordinances in conflict herewith are, to the extent of such conflict only, hereby repealed and rescinded.

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

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

ENACTED in a duly assembled meeting this 1st day of August, 2023.

ATTEST: **FOR ANDERSON COUNTY:**

_____ _____

By: Rusty Burns
Its: Administrator

By: Tommy Dunn
Its: Chairman, Anderson County Council

_____
Renee Watts, Clerk to Council

APPROVED AS TO FORM:

_____
Leon C. Harmon, County Attorney

First Reading: June 20, 2023
Second Reading: July 18, 2023
Third Reading: August 1, 2023
Public Hearing: August 1, 2023

AGREEMENT FOR LEASE
OF REAL PROPERTY

This Agreement for Lease of Real Property (hereinafter "Agreement") is entered into this ____ day of _____, 2023 by and between Anderson County, South Carolina ("the County") and the Anderson County Disabilities and Special Needs Board (the "Board").

WHEREAS, the County is the owner of real property located on Camson Road consisting of approximately six (6) acres and bearing Tax Map No. 122-00-01-001;

WHEREAS, the approximately _____ acre parcel does not contain improvements;

WHEREAS, the Board desires to lease the parcel of real property for the purpose of development of an agricultural training program for person with disabilities and special needs.

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

1. Scope of Agreement. This Agreement is for the propose of allowing the Board to access the approximately _____ acre parcel for conduct of an agricultural training program for person with special needs and disabilities. The Board will be solely responsible for conduct and operation of the training program.

During operation of the training program, the Board shall maintain the parcel and keep it free form any litter or refuse. No hazardous chemicals shall be stored upon or used on the parcel.

The Board may locate structures on the parcel and make other modifications to the parcel upon approval by the County and obtain all necessary permit. Upon termination of this Agreement, the Board shall remove any improvements to the parcel, unless the parties agree otherwise in writing, and return the parcel to substantially the same condition as prior to commencement of this Agreement.

2. Lease Rate. The lease rate for the approximately six (6) acre parcel is Ten Dollars ($10.00) per year.

3. Utilities. Any utilities required for the training program shall be the responsibility of the Board.

4. Terms and Termination. The term of the Agreement shall be for a time of one (1) year commencing on the _____ day of _____, 2023, and shall automatically be renewed thereafter for successive one (1) year periods until terminated as hereafter provided.

Either Party may terminate this Agreement during the term thereof with or without cause, breach, or penalty as follows. If intent to terminate is due to cause or breach of Agreement, the

Parties agree to give the at fault party 30 days written notice with the reason for termination set forth in the notice. Thereafter the other party shall have 30 days to remedy the situation. Failure to remedy will result in termination of the Agreement. If intent to terminate is without cause, a Party must provide 90 days written notice to other party.

5. Risk Management. The Board will provide insurance to cover the risk and liability of operating the agricultural training program, with a minimum general liability coverage of $1,000,000.00 with the County as an additional insured.

6. Indemnification of County by the Board. The Board, its successors and assigns, shall indemnify, hold harmless, and defend, the County, its agents, council members, officers, employees, and attorneys from and against all liability or damages, including reasonable attorney's fees, legal expenses, and costs which the County may suffer as the result of claims, demands, costs, liens, actions, or awards against the County arising out of or in connection with the operation of the site as an agricultural training program as described herein. This indemnification provision, without limitation, extends to any materials or structures which may exist on the site prior to or during the time the Board occupies the site.

7. Amendment. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and may not be modified, rescinded, or amended in whole or in part without the express written consent of the Parties.

8. Choices of Law and Forum. This Agreement shall be governed and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of laws principles. Any action brought under or related to this Agreement shall be brought as a non-jury matter in the Anderson County Court of Common Pleas, and the parties hereby WAIVE their right to a jury trial.

9. Disclaimer of Intent to Become Partners. The County and the Board shall not by virtue of this Agreement be deemed to be partners or joint venturers. Neither Party shall incur any financial obligation on behalf of the other.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts, each of which shall be deemed an original, and all of such counterparts together shall be deemed to constitute one document.

11. Notices. Any notices, consents, or other communications by one Party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States First Class mail, post paid to the addresses or number as set forth in the signature blocks below the signatures of the Parties.

12. Authority to Execute Agreement. The parties acknowledge they have the authority to execute this Agreement and they commit to participate actively in collaboration and implementation of the components of this Agreement.

13. Miscellaneous:

a. Whenever required by the context of this Agreement, the singular shall include the plural and the vice versa, and the masculine shall include the feminine and neutral.

b. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be valid or enforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

c. The captions preceding the text of each paragraph are included only for convenience of reference.

d. The fact that one party was the drafter of this Agreement shall not be taken into consideration as a factor in interpretation or enforcement of the terms of this Agreement. In the event an ambiguity is found herein, said ambiguity will not be construed more strictly against the drafter of this document.

IN WITNESS WHEREOF, the parties hereto have executed their Agreement for Lease of Real Property in the day and year first above written.

WITNESSES:

ANDERSON COUNTY DISABILITIES AND SPECIAL NEEDS BOARD

_____
Witness

_____
By:_____
Its:_____

_____
Witness

ANDERSON COUNTY

_____
Witness

_____
By: Rusty Burns
Anderson County Administrator

_____
Witness

ORDINANCE NO. 2023-027

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (WORKFORCE HOUSING) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OF GORDON STREET AFFORDABLE, LP; AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Ordinance No. 2020-042 enacted by Anderson County Council on December 15, 2020 and Ordinance No. 5239 enacted on December 1, 2020 by Greenville County Council, Anderson and Greenville Counties entered into an Agreement for the Development of a Joint County Industrial and Business Park (Workforce Housing) dated as of December 15, 2020, as amended (the "Agreement"); and

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

WHEREAS, in connection with certain incentives being offered by Greenville County to Gordon Street Affordable, LP, a South Carolina limited partnership, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County;

NOW, THEREFORE, be it ordained by Anderson County Council that:

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

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

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

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

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

ATTEST:

_____
Rusty Burns
Anderson County Administrator

_____
Renee Watts
Clerk to Council

FOR ANDERSON COUNTY:

_____
Tommy Dunn, Chairman

APPROVED AS TO FORM:

_____
Leon C. Harmon
County Attorney

1st Reading: July 18, 2023

2nd Reading: August 1, 2023

3rd Reading: _____

Public Hearing: _____

Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 15, 2020, as amended,
between Anderson County and Greenville County

Greenville County Tax Map Numbers:

0229000700100
0116000600400

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 _____, 2023, _____, 2023 and _____, 2023, 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: _____, 2023

ORDINANCE NO. 2023-028

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

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

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

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

WHEREAS, the County and the Developer entered into that certain Fee in Lieu of Tax and Special Source Credit Agreement dated as of August 3, 2021; and

WHEREAS, Soli Organic Inc., a Virginia corporation (the "Company"), has represented that it will make additional investment in the Project, which will result in an expected aggregate investment of $5,000,000 by the Company; and

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

WHEREAS, the County Council has agreed, pursuant to Section 4-1-175 of the Multi-County Park Act, to provide special source revenue credit financing of the Infrastructure with respect to the Project by providing an annual ninety-five (95%) percent base credit to the Company against payments in lieu of taxes for the Project in the Park (the "FILOT Payments") for a period of thirty (30) consecutive years beginning the year following the first year which any portion of the Project is first placed in service and running through the 30th year after the first year which any portion of the Project is first placed in service, as set forth more fully in the Special Source Revenue Credit Agreement between the County and the Company presented to this meeting (the "SSRC Agreement"); and

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

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

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

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

Section 2. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 3. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this _____ day of _____, 2023.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn
Chairman of County Council

ATTEST:

By: _____
Rusty Burns
County Administrator

By: _____
Clerk to County Council
Anderson County, South Carolina

Approved as to Form:

_____
Leon C. Harmon
County Attorney

First Reading: _____, 2023
Second Reading: _____, 2023
Third Reading: _____, 2023
Public Hearing: _____, 2023

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 _____, 2023, _____, 2023 and _____, 2023, 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, County Council of Anderson County

Dated: _____, 2023

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA,

and

SOLI ORGANIC INC.,
a Virginia corporation

Dated as of _____, 2023

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of _____, 2023 (the "Agreement"), between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and **SOLI ORGANIC INC.**, a corporation organized and existing under the laws of the State of Virginia (the "Company").

W I T N E S S E T H :

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

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, the County and Greenville County entered into that certain Agreement for the Development of a Joint County Industrial and Business Park, dated as of December 1, 2010, as amended, and the Project was added to the Park by Ordinance No. 2022-030 enacted by the County on August 16, 2022 and by Ordinance No. 5439 enacted by Greenville County on September 6, 2022, and pursuant to such agreement, the Developer and it successors and assigns will be obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County and the Developer entered into that certain Fee in Lieu of Tax and Special Source Credit Agreement dated as of August 3, 2021; and

WHEREAS, the Company will make additional investments at the Project on the land in the County described in Exhibit A hereto, owned by the Developer (the "Land"); and

WHEREAS, the Company has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal at the Project, which will result in an expected aggregate investment of $5,000,000 by the Company, all by December 31 of the fifth (5th) year after the year in which any portion of the Project is first placed in service (the "Investment Period"); and

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

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on _____, 2023, following conducting a public hearing on _____, 2023;

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

"Infrastructure Credits" shall mean the annual special source revenue credits provided to the Company pursuant to Section 3.02 hereof.

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

"Investment Target" shall mean the investment by the Company of at least $5,000,000 in the Project.

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

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

"Ordinance" shall mean the ordinance enacted by the County Council on _____, 2023, authorizing the execution and delivery of this Agreement.

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

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

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

(a) The Company is a corporation organized, validly existing, and in good standing under the laws of the State of Virginia and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

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

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

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

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

SECTION 2.03. Covenants of the County.

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

(b) In the event of the termination of the Park Agreement prior to December 31, 2053, the County agrees to use its best reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

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

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

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

SECTION 3.02. Infrastructure Credits.

(a) In order to reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before the January 15th immediately following the year immediately following the first year in which any portion of the Project is first

placed in service, the County shall provide to the Company Infrastructure Credits for a period of thirty (30) consecutive years in an amount equal to ninety-five percent (95%) of that portion of Fee Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period) calculated and applied after payment of the amount due the non-host county under the Park Agreement.

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

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

(d) In the event the Company fails to meet the Investment Target by the end of the fifth (5^{th}) year after the Project is placed in service, the Infrastructure Credits will terminate.

(e) In the event the Company meets the Investment Target by the end of the sixth (6^{th}) year after the Project is placed in service, the Infrastructure Credits shall apply to the Project for the remainder of the thirty (30) year term, but no lost Infrastructure Credits, if any, may be captured by the Company.

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

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

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

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

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

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

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

(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

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

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

ARTICLE V

DEFAULTS AND REMEDIES

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

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

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

(b) bring suit upon this Agreement;

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

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

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

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

ARTICLE VI

MISCELLANEOUS

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

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

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

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

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

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement,

when (i) delivered or (ii) sent by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

(a)	if to the County:	Anderson County Attn: County Administrator P.O. Box 8002 Anderson, South Carolina 29622-8002
	with a copy to: (which shall not constitute notice to the County)	Anderson County Attorney P.O. Box 8002 Anderson, South Carolina 29622-8002
(b)	if to the Company:	Soli Organic Inc. Attn: Richard H. Owen 3156 North Valley Pike Rockingham, Virginia 22802
	with a copy to: (which shall not constitute notice to the Company)	Maynard Nexsen PC 104 South Main Street, Suite 900 Greenville, South Carolina 29601 Attn: James K. Price

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

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

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

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

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

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the "Indemnified Parties") shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Infrastructure Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County's relationship to the Project or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining

to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

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

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Anderson County Chairman of County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Soli Organic Inc. has caused this Agreement to be executed by an authorized manager/officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL) By:_____
Chairman of County Council

ATTEST:

_____
Clerk to County Council of
Anderson County, South Carolina

[Signature page 1 to Special Source Revenue Credit Agreement]

SOLI ORGANIC INC., a
Virginia corporation

By: _____
Name: _____
Title: _____

[Signature page 2 to Special Source Revenue Credit Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

PARCEL 1:

BEGINNING at a point in the center of U.S. Highway 29 (75' Right of Way) being the same point as the south east corner as shown on that certain Plat recorded in book 872, at page 9-A in the Anderson County Register of Deeds and also being the same corner as shown as the South West corner of the lands shown on that certain Plat of Lands for Dorothy M. Sullivan recorded in volume 91, page 956 in the Anderson County Registry of deeds. Thence running the following Fourteen (14) courses and distances along the center of said U. S. Highway 29.

1. S 40° 07' 53" W for a distance of 118.56 feet to a point on a line.
2. S 42° 49' 09" W for a distance of 118.63 feet to a point on a line.
3. S 45° 04' 20" W for a distance of 117.90 feet to a point on a line.
4. S 47° 21' 02" W for a distance of 117.29 feet to a point on a line.
5. S 49° 50' 07" W for a distance of 113.97 feet to a point on a line.
6. S 52° 02' 07" W for a distance of 118.41 feet to a point on a line.
7. S 54° 21' 56" W for a distance of 116.73 feet to a point on a line.
8. S 57° 10' 10" W for a distance of 123.11 feet to a point on a line.
9. S 59° 48' 59" W for a distance of 125.47 feet to a point on a line.
10. S 62° 02' 33" W for a distance of 112.47 feet to a point on a line.
11. S 64° 14' 30" W for a distance of 113.75 feet to a point on a line.
12. S 66° 36' 26" W for a distance of 231.79 feet to a point on a line.
13. S 66° 40' 45" W for a distance of 350.27 feet to a point on a line.
14. S 67° 00' 55" W for a distance of 304.76 feet to a point on a line.

Thence departing said centerline of U. S. Highway 29, N 37° 36' 36" W running past a found 3/4 inch Iron Pipe at 28.77 feet for a total distance of 611.24 feet to the south East corner of Lot 4 as shown on that Untitled Plat of 7 Lots recorded in Anderson County Registry of Deeds in Plat Book 42, Page 213, where a 3/4 inch was found. Thence turning North running along the East edge of said Plat, N 11°33'3"E for a distance of 462.80 feet to a found 3/4 inch Iron Pipe for corner. Thence, N 53° 28' 10" E for a distance of 225.05 feet to a found 3/4 inch Iron Pipe for corner. Thence, N 53° 08' 49" E for a distance of 112.12 feet to a found 1 inch Iron Pipe for corner. Thence, N 52° 33' 27" E for a distance of 375.89 feet to a found 3/4 inch Iron Pipe for corner. Thence, N 52° 27' 18" E a distance of 166.46 feet to a found 3/4 inch Iron Pipe for corner. Thence, N 52° 42' 25.8" E for a distance of 186.23 feet to a found 3/4 inch Iron Pipe for corner. Thence, N 52° 34' 02" E for a distance of 454.13 feet to a found 5/8 inch Iron Rod being the North East corner of the subject tract and the North West corner of the lands shown on that certain Plat of Lands for Dorothy M. Sullivan recorded in volume 91, page 956 in the Anderson County Registry of deeds. Thence running, S 51° 19' 59" E for a distance 684.37 feet past a found 5/ 8 inch Iron Rod being 4.02 feet West of the line, then 332.69 feet to a found 5/ 8 inch Iron Rod being on line, then to another found 5/ 8 inch Iron Rod at a point 54.10 feet from the centerline of said U. S. Highway 29 and The Point of Beginning, for a total distance of 1154.37 feet to the Point of Beginning. Containing 2,179,895 Square Feet or 50.04 Acres more or less.

TMS: 099-00-02-006

PARCEL 2:

BEGINNING at a found 3/4 inch Iron Pipe at the south East corner of Lot 4 as shown on that Untitled Plat of 7 Lots recorded in Anderson County Registry of Deeds in Plat Book 42, Page 213. Thence running N37°36'36"W a distance of 28.77 feet to the Centerline of Cleveland Drive. Thence running through the

centerline of Cleveland Drive along a curve to the right through an angle of 17°43’07”, with an Arc length of 417.20 feet and a radius of 1349.08 feet, and whose chord bears N09°56’36”E for a distance of 415.54 feet to a point. Thence departing said roadway, N 53° 28' 10" E for a distance of 43.55 feet to found 3/4 inch Iron Pipe for corner. Thence run S 11° 33' 30" W a distance of 462.80 feet to the South East corner of said Lot 4 and the Point of Beginning a Containing 14,716 Square Feet or 0.34 Acres more or less.

TMS: 099-01-03-001

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of Soli Organic Inc. (the "Company"), do hereby certify in connection with the Special Source Revenue Credit Agreement dated as of _____, 2023 (the "Agreement") between Anderson County, South Carolina and the Company, as follows:

(1) As of December 31, 20__, the total amount of Infrastructure Credits received by the Company is $_____.

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

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

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

SOLI ORGANIC INC.

By:_____
Name:_____
Its:_____

ORDINANCE NO. 2023-029

AN ORDINANCE TO AMEND SECTION 8-79, RELATED TO BUILDING CODES, OF THE ANDERSON COUNTY CODE OF ORDINANCES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has the authority to enact ordinances under the Code of Laws of South Carolina 1976, as amended, section 4-9-25; and

WHEREAS, Anderson County Council desires to amend the Anderson County Code of Ordinances; and

WHEREAS, Anderson County recently hired a Code Enforcement Officer and desires to enact amendments to regulations, including violations of the Code of Ordinances of Anderson County; and

WHEREAS, Anderson County Council wishes to clarify which provisions of the International Property Maintenance Code it wishes to enforce under the authority derived from the Code of Laws of South Carolina 1976, as amended, section 6-9-60.

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

1. That section 8-79 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

See attachment A.

2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.

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

4. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this _____ day of _____, 2023.

ATTEST:

_____
Rusty Burns
Anderson County Administrator

_____
Renee Watts
Clerk to Council

FOR ANDERSON COUNTY:

_____
Tommy Dunn, District #5, Chairman

APPROVED AS TO FORM:

_____
Leon C. Harmon
Anderson County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____

Public Hearing: _____

Sec. 8-79. - Building codes

(a) The county shall enforce the mandatory technical codes adopted by the state building codes council.

(b) The county adopts by reference the current editions of the International Property Maintenance Code and the International Existing Building Code, as permitted by the state buildings codes council.

(1) The county does not adopt the entire international property maintenance code, but only adopts by reference the following sections:

Section 301;
Section 302;
Section 303, along with the definition of "Barrier" as found in section 202 of the International Swimming Pool and Spa Code;
Section 304.1;
Sections 304.4 through 304.12;
Sections 304.15 and 304.16;
Section 304.19;
Section 305.1;
Section 3051.1;
Section 305.2; and
Section 308.

Furthermore, the county council specifically declines to adopt, and does not adopt by reference, sections which concern the qualification, removal, dismissal, duties, responsibilities of, and the administrative procedures for all building officials, deputy building officials, chief inspectors, other inspectors, assistants, including administrative procedures, penalties, and enforcement.

(c) The latest edition of the above building codes shall continue in force until new or revised or successor building codes are subsequently made available for each, respectively, by the publisher and adopted by the state building codes council. Once new or revised or successor building codes for each, respectively, are published and adopted by the state building code council, such building codes shall be immediately adopted as part of the County Code, but shall be implemented and enforced one-year from the date of adoption by the state building code council.

(d) In the event that anything within the adopted portions of the International Property Maintenance Code conflicts with the Anderson County Code of Ordinances, the Anderson County Code of Ordinances shall control.

ORDINANCE NO. 2023-030

AN ORDINANCE TO AMEND SECTIONS 10-20 THROUGH 10-36, RELATED TO JUNKYARDS AND OPEN STORAGE, OF THE ANDERSON COUNTY CODE OF ORDINANCES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has the authority to enact ordinances under the Code of Laws of South Carolina 1976, as amended, section 4-9-25; and

WHEREAS, Anderson County Council desires to amend the Anderson County Code of Ordinances; and

WHEREAS, Anderson County recently hired a Code Enforcement Officer and desires to enact amendments to regulations, including violations of the Code of Ordinances of Anderson County; and

WHEREAS, Anderson County Council wishes to clarify how it regulates junk, junkyards, and open storage areas under the authority derived from Code of Laws of South Carolina 1976, as amended, section 57-27-100.

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

1. That sections 10-20 through 10-36 of the Code of Ordinances, Anderson County, South Carolina, are hereby amended to read as follows:

See attachment A.

2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.

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

4. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this _____ day of _____, 2023.

ATTEST: **FOR ANDERSON COUNTY:**

_____ _____

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

_____
Renee Watts
Clerk to Council

APPROVED AS TO FORM:

_____
Leon C. Harmon
Anderson County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____

Public Hearing: _____

EXHIBIT A

Sec. 10-20. - Authority.

This article is adopted pursuant to the authority conferred by the South Carolina Code of Laws upon the county. The Code Enforcement Officer shall have the authority to interpret and enforce this article.

Sec. 10-21. - Purpose.

The purpose of this article is to provide enforcement of existing and proposed junkyards and open storage areas with development standards for controlling the development and use of junkyards and open storage areas so that such uses can be established and operated in the county without constituting a hazard to the health and welfare of the people of the county inclusive of attracting vermin, disease, public nuisance, fire hazard, blight, or adversely effecting environmental conditions.

Sec. 10-22. - Applicability.

No junkyard or open storage area shall be established, erected, placed, located or expanded in size or in scope of operation in the unincorporated areas of the county without first meeting the minimum requirements of this article. The application of this article shall extend to new junkyards and open storage areas in the county, as well as the expansion of existing ones. This article shall apply to residents and residential property. It shall not be a defense to this article that the operator, or owner, of a junkyard or open storage area, as defined herein, is not a business or is not using the junkyard or open storage area for a business purpose.

Sec. 10-23. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Automobile graveyard means an establishment or place of business which is maintained, used, or operated for storing, keeping, buying or selling wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts, including, but not limited to, tires. Three or more such vehicles will constitute an automobile graveyard.

Fence means a structure forming a physical barrier which is so constructed that no less than 50 percent of the vertical surface is open to permit the transmission of light, air and vision through such surface in a horizontal plane.

Illegal junkyard means a junkyard which is established or maintained in violation of this article.

Junk includes old, used or scrap metal, rope, rags, batteries, paper, trash, rubber, tires, debris, waste, or junked, dismantled or wrecked automobiles, or parts thereof; old building materials, lumber, roofing shingles; or essentially similar items.

Junk automobile means a vehicle without a current license tag which is not moved inside of an enclosed structure, or restored, within a period in excess of 90 days.

Junkyard means an establishment or place of business which is maintained, operated or used for storing, keeping, buying or selling junk, or for the maintenance or operation of an automobile graveyard, in which any part of such operation occurs in the open, outside of a permanent building or structure. This definition includes scrap metal processors, auto wrecking yards, salvage yards, scrap yards, auto recycling yards, used auto parts yards (including, but not limited to, used tire resale or distribution activities) and temporary storage of automobile bodies or parts awaiting disposal as a normal part of a business operation when the business will continually have like materials located on the premises. This definition includes garbage dumps and sanitary landfills. This definition does not include litter, trash, and other debris scattered along or upon the highways, or temporary operations and outdoor storage of 90 days or less.

Lot means land occupied or intended for occupancy by a use permitted in this article. The term "lot" includes "site," "yard" or "parcel."

Main traveled way means the traveled way of a highway on which through traffic is carried. In the case of a divided highway, the traveled way of each of the separated roadways for traffic in opposite directions is a main traveled way. The term "main traveled way" does not include such facilities as frontage roads, turning roadways or parking areas.

Nonconforming junkyard means a junkyard which was lawful when originally established, but which does not comply with the provisions of this article. Illegally established junkyards are not considered nonconforming junkyards.

Open storage area means a yard, lot, site or portion thereof, designed or used exclusively for storage of junk, except for temporary operations or outdoor storage of 30 days or less.

Use means any activity, occupation, business or operation carried on, or intended to be carried on, in a building or other structure or on a tract of land.

Use, accessory, means a use located on the same lot with a principal use, and clearly incidental or subordinate to and customary in connection with the principal use.

Use, nonconforming, means the use of land or a building or portion thereof which does not conform with the regulations of this article.

Use, principal, means the main or primary use on a lot.

Visual screen means a static barrier which restrains and/or shields from view a specified object or objects. For purposes of this article, such objects refer to junk or junkyards.

Wall means a structure forming a physical barrier which is so constructed that no less than 50 percent of the vertical surface is open to permit the transmission of light, air and vision through such surface in a horizontal plane.

Sec. 10-24. - Minimum standards generally.

The development standards set out in this article shall be considered minimum standards.

Sec. 10-25. - Location.

Junkyards and open storage areas shall be permitted to be located no closer than 1,000 feet from the nearest edge of the right-of-way of any state or federal system highway. Junkyards and open storage areas shall be permitted to be located no closer than 1,000 feet from the nearest edge of the right-of-way of any county, private or other road. Junkyards and open storage areas must be located or screened so as not to be visible from the main traveled way. Junkyards and open storage areas shall be permitted to be located no closer than 1,000 feet from the nearest residence.

Sec. 10-26. - Size.

Junkyards and open storage areas shall be limited in size to a maximum of ten acres.

Sec. 10-27. - Screening.

(a) Junkyards and open storage areas which are visible from the main traveled way must be blocked from public view. This shall be made possible by enclosing all such junkyards and open storage areas with a continuous visual screen provided and maintained by the owner of such property along the property line. The screen shall be a wall or opaque fence or a combination of fence and shrubbery at least eight feet in height. A nonseasonal coniferous wall may be planted and maintained, if at maturity these trees will form a barrier which would be defined as static. However, where topography is such that the required screen will not achieve the stated purposes of this section, then a screening plan shall be prepared and submitted to the Code Enforcement Officer.

(b) Sanitary landfills need not be screened to satisfy requirements of 42 USC 6941 et seq., but landscaping should be required when the fill has been completed and operations have ceased, unless the landfill area is to be used for immediate development purposes. A sanitary landfill, for the purposes of this article, is a method of disposing of refuse on land without creating a nuisance or hazards to public health or safety by utilizing the principles of engineering to confine the refuse to the smallest practical area, to reduce it to the smallest practical volume, and to cover it with a layer of earth at the conclusion of each day's operation or at such more frequent intervals as may be necessary. Materials stored or kept in the open shall not be permanently stacked higher than the required screen. Storage between the screen and the main traveled way is expressly prohibited.

Sec. 10-28. - Performance standards.

(a) No material shall be placed in any junkyard or open storage area in such a manner that it is capable of being transferred out by wind, water or other means.

(b) All paper, rags, cloth or related fibers and activities involving the same, other than loading and unloading, shall be within fully enclosed buildings.

Sec. 10-29. - Accessways.

The number of vehicular access driveways permitted to a single junkyard or open storage area shall be limited to one per street, except where the frontage on any one street exceeds 200 feet; the number of access driveways may then be increased to two, provided that such driveways are no closer than 150 feet apart. Driveways shall be limited to 25 feet in width.

Sec. 10-30. - Continuation requirements.

Nonconforming junkyards and open storage areas, those not meeting the minimum requirements of this article and subsequently operating without a permit as required in section 10-33, are hereby declared to be in violation of this article. However, to avoid undue hardship on the owners and/or operators, the lawful use of any land or buildings at the time of enactment of the ordinance from which this article is derived may be continued even though such use or uses do not conform with the provisions of this article, provided:

(1) Such nonconforming uses are not re-established after discontinuance or abandonment for a period of 90 days.

(2) Such nonconforming uses are not enlarged or altered in any way which increases their nonconformity.

Sec. 10-31. - Basis for revoking license.

A licensed nonconforming junkyard shall have its license revoked, after which it shall be treated as a new junkyard at a new location, if any of the following occurs:

(1) Use of the nonconforming junkyard is voluntarily discontinued or a change of the nonconforming use to some other kind of use is made, which shall constitute abandonment.

(2) The location of the nonconforming junkyard is changed as a result of a right-of-way taking or for any other reason.

(3) The nonconforming junkyard is extended or enlarged at its present location without conforming to sections 10-25 through 10-30.

Sec. 10-32. - Permits.

(a) No junkyard or open storage area shall be located on an individual lot, parcel or site in the county without a permit therefor issued by the Development Standards Office. The Code Enforcement Officer will conduct an on-site inspection of the proposed junkyard upon a request for a permit.

(b) A state permit shall also be required for any junkyard or open storage area located on any state or federal highway.

Sec. 10-33. - Licenses.

Nonconforming junkyards located on individual lots, parcels or sites in the county and actually in existence at the effective date of the ordinance from which this article is derived and which are

to continue to be operated as ongoing enterprises shall secure a nonconforming junkyard license, issued by the Development Standards Office.

Sec. 10-34. - Applications for permits and licenses.

All applications for permits to locate, erect or operate a junkyard or open storage area and licenses to continue the operation of a nonconforming junkyard shall be in triplicate on forms provided by the Development Standards Office and shall be signed by the applicant. One copy of the application shall be returned to the applicant after it has been marked approved or disapproved and attested to the same in writing. One marked copy shall be submitted to the tax assessor's office, and the original copy similarly marked shall be retained by the Development Standards Office and copied for the Code Enforcement Officer.

Sec. 10-35. - Notices, hearings and orders.

(a) Whenever the Code Enforcement Officer determines that there are reasonable grounds to believe that there has been a violation of any provision of this article, he shall give notice of such alleged violation to the owner, agent, or tenant of the junkyard or open storage area as provided in this section. Such notice shall:

(1) Be in writing, giving at least 15 days to correct the violation.
(2) Include a statement of the reasons for its issuance.
(3) Be served upon the owner or his agent, or tenant, by personal service or by certified mail, return receipt requested, mailed to the address set forth on the permit.
(4) Contain an outline of remedial action, which if taken, will affect compliance with the provisions of this article.

Failure to comply with such notice will subject the owner or agent to the provisions of section 1-7.

(b) Whenever the official finds an emergency exists which requires immediate action to protect the public health, safety and welfare, he may, without notice or hearing, issue an order citing the existence of such an emergency and requiring that such action be taken as he may deem necessary to meet the emergency, including the suspension of the permit. Notwithstanding any other provisions of this article, such an order shall be effective immediately. Any person to whom such an order is directed shall comply therewith immediately.

Sec. 10-36. - Violations.

Any person, establishment, or business that violates the provisions of this article after being provided notice of such violation, and who does not cure the violation within 15 days after notice, shall be subject to civil or criminal penalties at the discretion of the Code Enforcement Officer. Failure to cure the violation within 15 days of a civil notice of violation is punishable by a fine not to exceed $500 at the discretion of the Court. Failure to cure the violation within 30 days of a criminal notice of violation is punishable by a fine not to exceed $500 and/or punishable by jailtime not to exceed 30 days at the discretion of the Court. Nothing in this section should be construed to limit the right of other lawful remedies. Each day of violation of this section shall constitute a separate offense.

RESOLUTION 2023-030

A RESOLUTION TO APPROVE REVISIONS AND AMENDMENTS TO THE ANDERSON COUNTY, SOUTH CAROLINA STORMWATER DESIGN MANUAL; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Stormwater Department has developed a Stormwater Design Manual which is presently dated September 2016;

WHEREAS, the Anderson County Stormwater Department has proposed certain revisions and amendments to its Stormwater Design Manual; and

WHEREAS, the County Council's Planning and Public Works Committee has considered the proposed revisions and amendments to the Stormwater Design Manual and the Committee voted at its July 10, 2023, meeting to recommend the proposed revisions and amendments to the County Council.

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

1. The Anderson County Stormwater Design Manual will be revised and amended to reflect that a fixed pre-development baseline date of 2017 will be used to compute a project's peak flow data for stormwater from the project.

2. The Anderson County Stormwater Design Manual will be revised and amended to require that stormwater transportation facilities located outside of right-of-ways be located on common property rather than within easements on lots. This common property may be considered as open space within developments.

3. The County Stormwater Design Manual will be revised and amended to require that conveyances within subdivisions and commercial projects be designed to carry a twenty-five (25) year storm event. The twenty-five (25) year storm event will not be utilized for storage facilities.

4. The Anderson County Stormwater Design Manual will be revised and amended to provide for an increase in the stormwater application fee to $850.00 plus $300.00 per disturbed ace and for an increase in the major modification fee to $2,000.00.

5. The above changes to the Anderson County Stormwater Design Manual are contained in Exhibit A attached hereto.

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

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

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

RESOLVED this _____ day of August, 2023 in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Renee Watts
Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

Exhibit A

STORMWATER DESIGN MANUAL

Anderson County

South Carolina

July 2023

Stormwater Design Manual
Anderson County
South Carolina

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GENERAL

1.1 INTRODUCTION

The Stormwater Design Manual (SWDM) defines minimum standards, requirements and procedures for the design, permitting, construction, and maintenance of drainage systems within the jurisdiction of Anderson County (the County). As an integral part of the County's stormwater program, this SWDM applies to site developments to provide flood control, water quality improvement and visual appeal. The SWDM also contains appendices with detailed information to supplement the information included in the main portion of the manual. Resolution R2016-027 was adopted by the County on September 18, 2007, which approves this Stormwater Design Manual pursuant to Chapter 24 Article V of the Anderson County Code of Ordinances and is presented as Figure 1-1.

This SWDM presents minimum stormwater standards that apply to physical development within the County. However, the standards will not apply for all situations. Compliance with these standards does not relieve the applicant of the responsibility to use sound professional judgment or compliance with other local, state or federal requirements. The County intends for these standards to assist, but not substitute for, competent work by design professionals.

The purposes of stormwater management are:

1. limit peak during and post-development stormwater flows,

2. reduce stormwater pollutant loads,

3. mitigate the impacts of runoff due to additional impervious surfaces,

4. maximize infiltration (e.g., minimize runoff) from developed property,

5. facilitate groundwater recharge, and

6. protect groundwater quality.

1.2 APPLICABILITY

The standards in this SWDM apply to new development and redevelopment projects. Certain projects require a comprehensive stormwater management and sediment control plan (comprehensive stormwater pollution prevention plan – C-SWPPP) submittal and approval by the County. The County has responsibility for plan review for all projects or larger common plans (LCP) that disturb equal to or greater than one acre.

The County will review all stormwater related submittals for general compliance with these specific standards. An acceptance by the County does not relieve the applicant from the responsibility of ensuring all systems are safe; that calculations, plans, specifications, construction, and record drawings comply with normal engineering standards; this SWDM; and other applicable local, state, and federal rules and regulations. Where any other law, ordinance, resolution, rule, or regulations of any kind also cover requirements in this document, the more restrictive shall govern.

The Stormwater Manager may require more stringent requirements than would normally be required under these standards depending on special conditions and/or environmental constraints. The Stormwater Manager has the option of accepting alternatives to the SWDM standard plans, specifications and design details if the alternatives proposed meet or exceed the adopted performance standards.

1.3 PURPOSE

In order to protect the general health, safety, and welfare of the people of the county, to enhance the quality of water of the county, and to protect the natural assets and resources of the county for posterity, the Stormwater Management and Sediment Control Ordinance (the Ordinance) was enacted by the County to, among other things, protect the lands and waters from the effects of excessive soil erosion and sedimentation, to prevent siltation of streams and lakes, to prevent clogging of drainage channels, to prevent excessive flood damage, to prevent damage to the property of adjacent landowners, and reduce pollutants in stormwater

from new development and redevelopment. A copy of the Ordinance is provided in Appendix A. The SWDM specifies the detailed analysis that is needed to complete the C-SWPPP and comply with the intent of the Ordinance. The SWDM establishes allowable runoff criteria and drainage design standards for new development and redevelopment.

1.4 AUTHORITY

The Clean Water Act of 1972, as amended in 1987, prohibits the discharge of pollutants into waters of the United States unless the discharge complies with a National Pollutant Discharge Elimination System (NPDES) permit. The County is subject to the Phase 2 Stormwater NPDES permitting requirements and was issued general permit coverage by the South Carolina Department of Health and Environmental Control (SCDHEC) in July 2008 (SCR030702). The Federal and State NPDES permit program requires the County to "develop, implement, and enforce a program to address storm water runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale, that discharge into your regulated SMS4." Within this regulatory context, the County implements development requirements that reduce water pollution carried in stormwater runoff.

Laws that provide the County with the authority to regulate drainage within the County's jurisdiction include, but are not limited to the following:

1. Constitutional authority as a municipal corporation to promulgate regulations governing the discharge of stormwater.

2. Section 48-14-10 et seq. of the Code of Laws of South Carolina, 1976, amended.

3. Article V., Section 24-757 et seq. of the Anderson County Code of Ordinances.

1.5 MODIFICATIONS AND ADDENDA

The County may revise and update this SWDM as necessary to reflect corrections and advances in the field of drainage engineering, water resources management, or as

directed by the Environmental Protection Agency (EPA) or SCDHEC. Users who request changes to the SWDM need to provide data to the County that supports justification for the change.

1.6 DEFINITIONS

Refer to Ordinance Section 24-758; Section 72-301, Chapter 72 of SCDHEC Document No. 1416; or SC Regulation R61-9.122.2.

1.7 ACRONYMS AND ABBREVIATIONS

BMP – Best Management Practice

CEPSCI – Certified Erosion Prevention and Sediment Control Inspector

CGP – Construction General Permit (SCR 100000)

County – Anderson County, specifically Public Works Division, Stormwater Management Department

EPA – Environmental Protection Agency

EQC – Environmental Quality Control

LCP – Larger Common Plan

LID – Low Impact Development

MTD – Manufactured Treatment Device

NOI – Notice of Intent

NOT – Notice of Termination

NPDES – National Pollutant Discharge Elimination System

OCRM – Ocean and Coastal Resource Management

OS-SWPPP – On-site Stormwater Pollution Prevention Plan

Ordinance – Anderson County's Ordinance, Article V., Section 24-757 et seq.

SCDHEC – South Carolina Department of Health and Environmental Control

SCS – Soil Conservation Service

SMS4 – Small Municipal Separate Storm Sewer System

SWDM – Stormwater Design Manual

SWPPP / C-SWPPP – Comprehensive Stormwater Pollution Prevention Plan (complete application package including calculations)

USGS – United States Geological Survey

GENERAL STORMWATER REQUIREMENTS

1.8 PERMIT

Unless otherwise exempt, all land disturbing activities disturbing one or more acres of land, including sites smaller than one acre that are part of a larger common plan of development ultimately disturbing one or more acres, are required to obtain permit coverage for their stormwater discharges by submitting an approvable C-SWPPP. C-SWPPP generally refers to the complete package that will be sent to the County.

1.9 APPLICATION FOR PERMIT

The person responsible for the land disturbing activity must apply in writing to the County for a permit for such activity. One copy of the complete permit package should be submitted for initial review. This C-SWPPP should be prepared in accordance with the provisions of the SWDM and the Ordinance. Three additional copies of the plans will be required when the review is complete.

Specific requirements of the permit application and approval process are based upon the extent of the land disturbing activity. The permit application and approval procedures are as follows:

1. For land disturbing activities requiring a C-SWPPP, the use of appropriate BMPs for erosion prevention, sediment control, soil stabilization, and Post-Construction stormwater management are required. Upon receipt of a completed application for stormwater management and sediment control, the County will accomplish its review and have either the approval or review comments transmitted to the applicant within 20 working days. If notice is not given to the applicant or if action is not taken by the end of the 20-work-day period, the applicant may request that the Stormwater Management and Sediment Control Plan be signed and dated by an authorized person with the Appropriate Plan Approval Agency. Upon receiving such a request the Appropriate Plan Approval Agency will sign and stamp the Stormwater Management and Sediment Control Plan as submitted and promptly return it to the Applicant.

2. These requirements may be modified by the County on a case-by-case basis to address specific stormwater quantity or quality problems or to meet other regulatory requirements which are more stringent than the requirements of the Ordinance.

3. When the land disturbing activity consists of the construction of a pond, lake or reservoir which is individually built and not part of a permitted land disturbing activity, the following procedures apply:

   A. A C-SWPPP will not be required if the pond, lake or reservoir is permitted under the state Dams and Reservoirs Safety Act (Regulation 72-1 thru 72-9) or has received a certificate of exemption under the state Dams and Reservoirs Safety Act. Best management practices must be used to minimize the impact of erosion and sediment.

4. If the application for a C-SWPPP is denied, written notification indicating the reason or reasons for denial should be forwarded to the applicant. However, the applicant may correct the deficiencies in conformance with the Ordinance and resubmit the application two additional times with no additional fee.

5. All re-submittals following the second re-submittal will be subject to an excessive review fee as defined in Appendix L. If the revised application is approved, the County will issue the C-SWPPP approval.

6. Any C-SWPPP approval may be suspended, revoked or modified by the County upon finding that the holder is not in compliance with the Ordinance.

A C-SWPPP, or application for waiver or variance, is to be submitted to the County by the person responsible for the land disturbing activity, unless otherwise exempted. The C-SWPPP is to contain supporting computations, drawings and sufficient information describing the manner, location and type of measures in which stormwater runoff will be managed from the entire land disturbing activity. The County will review the C-SWPPP to determine compliance with the requirements of these regulations prior to approval. The approved C-SWPPP will serve as the basis for water quantity and quality control on all subsequent construction activities specific to the site.

No permit will be required under the Ordinance for land disturbing activities that are conducted under a state or federal environmental permitting, licensing or certification program where the state or federal environmental permit, license or certification is conditioned upon compliance with the minimum standards and criteria of Chapter 14 Title 48, the Stormwater Management and Sediment Reduction Act.

All C-SWPPPs submitted for approval must contain a certification by the person responsible for the land disturbing activity that the land disturbing activity will be accomplished pursuant to the approved C-SWPPP and that responsible personnel will be assigned to the project.

All C-SWPPPs must contain a certification by the person responsible for the land disturbing activity acknowledging the right of SCDHEC and the County to conduct on-site inspections.

The C-SWPPP will not be considered approved without an approval stamp signed and dated by an authorized person with the County. The stamp of approval on the plans is solely an acknowledgement of satisfactory compliance with the requirements of these regulations. The approval stamp does not constitute a representation or warranty to the applicant or any other person concerning the safety, appropriateness or effectiveness of any provision of or omission from the stormwater and sediment control plan.

A copy of the Notice of Intent (NOI), the County's acceptance letter, and the NPDES review fee will be forwarded to SCDHEC after the County has approved the application. SCDHEC has seven business days from the receipt of this information to issue a Construction General Permit (CGP) letter granting coverage, denying coverage or requesting additional information. The land disturbing activity must not begin until the Anderson County official approval and official stamped plans are delivered and SCDHEC has issued their NPDES permit. The Anderson County official approval and official stamped plans will not be released until a copy of the SCDHEC permit coverage is received by the County.

SCDHEC may request to review and comment on C-SWPPPs. The County cannot approve C-SWPPPs until SCDHEC permit coverage is received.

All C-SWPPPs submitted to the County for approval must be certified by a designer. The following disciplines may certify and stamp/seal plans as allowed by their respective licensing act and regulations:

1. Registered professional engineers as described in S.C. Code 1976, § 40-22-10 et seq.

2. Registered landscape architects as described in S.C. Code 1976, § 40-28-10(a).

3. Tier B land surveyor as described in S.C. Code 1976, § 40-22-10 et seq.

Pursuant to S.C. Code 1976, § 40-22-280, C-SWPPPs may also be prepared by employees of the federal government and submitted by the person responsible for the land disturbing activity to the County for approval.

The Ordinance does not prohibit other disciplines or certified professionals, including, but not limited to, certified professional erosion and sediment control specialists, which have appropriate background and experience from taking active roles in the preparation of the C-SWPPP and design process. All stormwater plans and specifications submitted to the County for approval must be stamped/sealed by one of those listed above.

Approved C-SWPPPs remain valid for three years from the date of approval. Extensions or renewals of C-SWPPP approvals may be granted by the County upon approval of an updated application by the person responsible for the land disturbing activity. If changes to the original C-SWPPP are not required only a completed NOI and the appropriate application fee are needed.

1.10 SWPPP REVIEW AND APPROVAL

The County will review all C-SWPPPs for compliance with SWDM requirements. Approval by the County does not relieve applicants from responsibility for ensuring system performance,

safety and compliance with other local, state and federal regulations. Applicants must ensure that calculations, designs, specifications, construction, and record drawings comply with acceptable engineering standards and this SWDM. County approval does not constitute a guarantee of system performance nor does it relieve the applicant of liability for the sufficiency, suitability or performance of facilities. For projects regulated by other jurisdictions, applicants must comply with any additional or varying requirements and receive approval from those entities. Applicants are to provide proof of approval to the County as deemed necessary.

1.11 START OF CONSTRUCTION

The applicant must notify the County at least two days prior to commencement of any land disturbing activity or construction under an approved C-SWPPP. The Start of Land Disturbing Activity Notification form in Appendix B may be emailed to the Stormwater Manager at jabatson@andersoncountysc.org, or call the Stormwater Management Department at (864) 716-3620.

The County requires that a pre-construction conference be performed onsite for all non-linear projects prior to the beginning of land disturbing activities to ensure all contractors performing the work know their responsibilities under the permit.

The County may attend any pre-construction conference; therefore, the time, date and location of the pre-construction conference must be provided on the Start of Land Disturbing Activity Notification form or scheduled with Stormwater Management staff by phone. At its discretion, the County may make Inspector attendance at the pre-construction conference a condition of approval.

1.12 MAKING OS-SWPPPS AVAILABLE

The OS-SWPPP must be retained at the construction site or other location easily accessible (not more than a 15-minute drive away) during normal business hours to: SCDHEC, EPA, local government officials, and the County from the date of commencement of construction activities to the date of final stabilization. If an on-site location is unavailable to store the OS-SWPPP when no personnel are present, notice of

the SWPPPs location along with any updated contact information, must be posted near the main entrance at the construction site.

The OS-SWPPP includes:

1. OS-SWPPP (The contents of the OS-SWPPP include all items required for the review and approval of the C-SWPPP except for the Engineering calculations),

2. NOI (stamped and approved copy), copy of the CGP coverage letter from SCDHEC,

3. Copy of local approvals (additional letters, approvals, or certifications necessary to implement the OS-SWPPP, when necessary),

4. Copy of USACOE approvals (certifications necessary to allow impacts to Waters of the State or Jurisdictional wetlands, when necessary),

5. Contractor certifications, (certifications necessary to allow contractors to conduct construction activities within the construction site),

6. Any logs necessary to track the progress, compliance, modifications and those associated with the construction site. These logs may include, but are not limited to, a pre-construction conference log, an inspection log, a stabilization log, a rain log, a contractor log and/or any additional record keeping as deemed necessary by the Permittee, Contractor, DHEC, MS4 or an entity delegated under Regulation 72-300, and

7. SCDHEC Construction General Permit (one copy, excluding the appendices. Provisions may be made for the copy of general permit to be accessed electronically as long as a hard copy can be made available by the end of the working day when required).

The person(s) responsible for day-to-day operational control over implementation, must have a copy of the OS-SWPPP available at a central location onsite for the use of all those

identified as having responsibilities under the OS-SWPPP whenever they are on the construction site.

For linear construction of roads or utilities (such as utility construction including electrical power lines, gas lines, main sewer trunk lines, and water distribution lines) that are not part of a larger common plan of development, where it is not practical to have the OS-SWPPP on location, the Permittee and/or Operator must upon request make the OS-SWPPP available by the end of normal business hours, or by the following business day under extenuating circumstances.

OS-SWPPPs must be made available upon request and at the time of a construction site inspection by the County. Updated copies of the approved OS-SWPPP must be sent to the appropriate SCDHEC Environmental Quality Control (EQC) Regional Office in situations where it is not practical to have the approved OS-SWPPP on location.

1.13 MODIFICATIONS

Each SWPPP must be modified if during inspections or investigations by local, state, tribal or federal officials, it is determined that the SWPPP is ineffective in either eliminating, when reasonably possible, or significantly minimizing pollutants in stormwater discharges from the construction site.

Each SWPPP must be modified as necessary to include additional or modified BMPs, which are designed to correct problems identified during the construction site inspection by any qualified inspector, or by local, state, tribal or federal officials. Revisions to each SWPPP must be completed within seven (7) calendar days following the inspection.

1. **Major Modifications** - Each C-SWPPP must be modified and submitted for review and receive approval by the County prior to implementation if any of the following conditions are met:

    A. Whenever there is a significant change in design, construction, operation, or maintenance at the construction site resulting in discharges that will cause, have

the reasonable potential to cause, or contribute to violations to Water Quality Standards.

B. Whenever a change in the design, construction, operation, or maintenance calls for a revision of any approved C-SWPPP based on the following list of modifications:

    i. Modifications that will affect the hydrology or trapping efficiency calculations including:

        a. Resizing Sediment or Detention Basins that either reduces the stormwater volume capacity and/or is resized to handle increase/decrease incoming peak flows or runoff volumes due to revised site development plans.

        b. Deletion of Sediment or Detention Basin or Sediment Trap.

        c. Relocation of Sediment or Detention Basins resulting in increases/decreases in receiving drainage area and/or resulting in a new/relocated basin outlet location, which is directed towards an outfall that was not approved within the C-SWPPP.

        d. Addition/Removal of Sediment or Detention Basin.

        e. Modification of Sediment or Detention Basin Outlet Structure.

        f. Changes in grading that alter drainage patterns that may result in increased or decreased flow to a Sediment or Detention Basin.

        g. Amending Construction Sequence in a fashion that the Detention Basin is not installed before Grubbing Operations begin.

    ii. Point Discharge or Outfall location changes.

    iii. Any modification to regulated water quality structural control measures.

    iv. Adding a new point discharge.

    v. Addition of Impervious Area due to revised site development plans.

    vi. Addition of Disturbed Area.

    vii. Changes to Navigable Water Crossing.

viii. Addition of Sediment Trap(s) when required to obtain 80% Trapping Efficiencies for disturbed areas not previously permitted or redirected away from an approved water quality BMP.

ix. Site layout changes that require redesigning the stormwater management system.

x. Any additional modifications as determined by the County.

2. **Minor Modifications** -The Permittee must modify the OS-SWPPP and keep a record of each modification within the OS-SWPPP if any of the following conditions are met:

A. Addition of BMPs - Addition of Silt Fence, Slope Drains, Inlet Protection, Outlet Protection that does not involve additional wetland impacts, or Check Dams to improve the overall stormwater management and sediment control at the construction site.

B. BMP Relocations - Relocation of construction entrance, pond inlet pipes (within a pond), and any other proposed BMP to improve the overall stormwater management and sediment control at the construction site.

C. Removal of Disturbed Areas - As long as the removal of the disturbed area does not also remove any BMPs required to meet Water Quality or Quantity Standards. Removal of disturbed area only qualifies for disturbed area that was included in the initial coverage approval and that was never disturbed (i.e., cleared, grubbed or graded).

D. Modifying Individual Lot Drainage - Unless the changes affect the inflow to a Detention Structure or Analysis Point, to which the lot drains, that was not previously approved.

1.14 END OF CONSTRUCTION

Upon project completion related to the land disturbing activity, a Notice of Termination (NOT) should be sent to the Stormwater Manager so a final inspection can be conducted to review compliance with the approved C-SWPPP. A copy of the NOT is in Appendix C or can be obtained from the County.

The NOT may only be submitted after one or more of the following conditions have been met:

1. Final stabilization has been achieved on all portions of the site for which the permittee is responsible;

2. Another Operator has assumed control, according to §122.41(l)(3) of SC Regulation 61-9, over all areas of the site that have not been finally stabilized;

3. Coverage under an individual or alternative general NPDES permit has been obtained;

4. For residential construction only, temporary stabilization has been completed and the residence has been transferred to the homeowner.

5. For construction activities on land used for agricultural purposes (e.g., pipelines across crop or range land, staging areas for highway construction, etc.), either (1) final stabilization has been accomplished by returning the disturbed land to its preconstruction agricultural use, and (2) for any areas disturbed that were not previously used for agricultural activities and areas which are not being returned to their preconstruction agricultural use have achieved final stabilization; or

6. Land disturbance activities were never initiated on the construction site and the construction site remains permanently stabilized.

The NOT must be signed by the Permittee and submitted within 30 days of one of the above conditions being met.

The NOT is not valid until the County concurs and notifies the permittee of County acceptance of the NOT.

If an NOT has been submitted and the construction site does not meet the criteria for termination, then the construction site remains subject to the provisions of the OS-SWPPP.

If there are any permanent Best Management Practices (BMPs) on the site, a revised maintenance agreement must be submitted along with the NOT, when the responsible party(ies) or individual(s) accepting ownership or maintenance of permanent stormwater control devices have changed from what was originally approved.

For residential subdivisions, Primary Permittees do not need to terminate permit coverage in areas where Secondary Permittees have received permit coverage to perform work under this permit. Primary Permittees can request to terminate coverage when Secondary Permittees are authorized to conduct construction activities, independent of the Primary Permittee, for the remaining disturbed areas on the construction site and final stabilization has been achieved on all other areas of the construction site.

The person responsible for the land disturbing activity will submit as-built or record document plans for all plans that include any structural BMPs. In addition, the person responsible for the land disturbing activity is required to submit written certification from the professional engineer, landscape architect or tier B land surveyor responsible for the field supervision of the land disturbing activity that the land disturbing activity was accomplished in substantial accordance with the approved C-SWPPP.

SWPPPS

1.15 GENERAL CONTENTS

All C-SWPPPs shall contain the following information as applicable:

1. A fully completed Notice of Intent (NOI) form for a permit. The County's NOI is included in Appendix D.

2. A fully completed stormwater management and sediment and erosion control plan review checklist listing all current Anderson County design and submittal requirements. The County's checklist is included in Appendix E.

3. A vicinity map on 8.5-inch by 11-inch paper indicating north arrow, scale, property boundary, and other information necessary to locate the property or tax parcel.

4. The location of the land disturbing activity with the property boundary outlined shown on a USGS 7.5 minute topographic map or copy, with the route of stormwater runoff from site to nearest waterbody shown.

5. Project narrative.

6. Full-size (22-inch by 34-inch) plans at an appropriate scale accompanied by a design report and indicating at least:

    A. The existing and proposed topography, overlaid on a current plat showing existing and proposed contours as required by the County. The plat and topographic map should conform to provisions of applicable state regulations.

    B. Proposed grading and earth disturbance including:

        i. Surface area involved; and

        ii. Limits of grading, including limitation of mass clearing and grading, whenever possible.

C. Stormwater management and stormwater drainage computations, including:

i. Pre-development, during-development, and post-development velocities, peak rates of discharge, and inflow and outflow hydrographs of stormwater runoff at all existing and proposed points of discharge from the site;

ii. Twenty-five year, 24-hour storm capacity design for permanent drainage system;

iii. Site conditions around points of all surface water discharge, including vegetation and method of flow conveyance from the land disturbing activity; and

iv. Design details for structural controls.

D. Erosion and sediment control provisions, including:

i. Provisions to minimize soil compaction, preserve topsoil, and limit disturbance;

ii. Provisions to control stormwater volume and velocity within the site to minimize soil erosion during construction activity;

iii. Provisions to control stormwater discharges, including both peak flow rates and total Stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion during construction activity;

iv. Provisions to minimize the amount of soil exposed during construction activity;

v. Provisions to minimize the disturbance of existing steep slopes and protect created steep slopes(i.e., slopes of 30% (~3H:1V) or greater);

vi. Provisions to minimize sediment discharges from the site during construction activity;

vii. Provisions to provide and maintain natural buffers after stormwater runoff is treated by construction site BMPs, unless infeasible during construction activity;

viii. Details of site grading; and

ix. Design details for structural controls, which include diversions and swales.

E. Description of all post-construction stormwater management measures that will be installed during the construction process to address water quality in stormwater discharges after the construction operations have been completed.

F. Project specifications (where applicable) for work related to stormwater management and sediment control.

i. Provisions to provide soil stabilization (temporary and permanent);

ii. Provisions to minimize the discharge of pollutants from dewatering trenches and excavations. Discharges are prohibited unless managed by appropriate BMPs for stormwater and non-stormwater discharges;

iii. Provisions to design, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants during construction activity; and

iv. Provisions to manage the following prohibited discharges

a. Wastewater from washout of concrete, unless managed by an appropriate control;

b. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;

c. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and

d. Soaps or solvents used in vehicle and equipment washing.

7. Federal Emergency Management Agency flood maps and, if available, federal and state wetland maps.

8. The County requires that plans and design reports be sealed by a qualified design professional and certified that the plans have been designed in accordance with the Ordinance and the SWDM.

9. Additional information necessary for a complete project review may be required by the County as deemed appropriate. This additional information may include items such as location of public sewers, waterlines, septic fields, wells, etc.

10. All contents of the design report and supporting documents must be submitted in a binder with tabs (e.g., Maps, Pre-Development calculations, etc.) and pages numbered [no loose pages].

1.16 SPECIFIC REQUIREMENTS

1. Specific requirements for the erosion and sediment control portion of the C-SWPPP approval process include, but are not limited to, the following items. The County may modify the following items for a specific project or type of project:

   A. All C-SWPPPs are to include details and descriptions of temporary and permanent erosion and sediment control measures and other protective measures shown on the C-SWPPP. Procedures in a stormwater and sediment control management plan will provide that all sediment and erosion controls are inspected by the applicant or one of his representatives either at least once every seven calendar days.

   B. Specifications for a sequence of construction operations will be contained on all plans describing the relationship between the implementation and maintenance of sediment controls, including permanent and temporary stabilization and the

various stages or phases of earth disturbance and construction. The specifications for the sequence of construction should, at a minimum, include the following activities:

i. Clearing and grubbing for those areas necessary for installation of perimeter controls;

ii. Installation of sediment basins and traps;

iii. Construction of perimeter controls;

iv. Remaining clearing and grubbing;

v. Road grading;

vi. Grading for the remainder of the site;

vii. Utility installation and whether storm drains will be used or blocked until after completion of construction;

viii. Final grading, landscaping or stabilization; and

ix. Removal of sediment controls.

C. Changes to the sequence of construction operations may be modified by the C-SWPPP preparer or someone with the registration equivalent to the C-SWPPP preparer and does not constitute a violation unless measures to control stormwater runoff and sediment are not utilized. The change must be documented by signing the plan where the change was made.

D. The plans shall contain a description of the predominant soil types on the site, as described by the soil survey information available through SCDHEC or the local soil conservation district.

E. When work in a live waterway is performed, precautions should be taken to minimize encroachment, control sediment transport and stabilize the work area to the greatest extent possible during construction.

F. Vehicle tracking of sediment from land disturbing activities onto paved public roads carrying significant amounts of traffic shall be minimized.

2. Specific requirements for the permanent C-SWPPP approval process include, but are not limited to, the following items. The County may modify the following items for a specific project or type of project:

A. Stormwater management should be addressed on a watershed basis to provide a cost-effective water quantity and water quality solution to the specific watershed problems.

B. All hydrologic computations shall be accomplished using a volume based hydrograph method acceptable to the County. The storm duration for computational purposes for this method shall be the 24-hour rainfall event, SCS distribution with a 0.1 hour burst duration time increment. The rational and/or modified rational methods are acceptable for sizing individual culverts or storm drains that are not part of a pipe network or system and do not have a contributing drainage area greater than 20 acres. The storm duration for computational purposes for this method shall be equal to the time of concentration of the contributing drainage area or a minimum of 0.1 hour, whichever is less.

C. Stormwater management requirements for a specific project shall be based on the entire area to be developed, or if phased, the initial submittal shall control that area proposed in the initial phase and establish a procedure and obligation for total site control.

D. Water quantity control is an integral component of overall stormwater management. The following design criteria for flow control is established for water quantity control purposes, unless a waiver is granted based on a case-by-case basis:

i. Post-development peak discharge rates shall not exceed pre-development discharge rates for the 2- and 10-year frequency 24-hour duration storm event. A less frequent storm event (e.g. 25-year, 24-hour) may be utilized to address existing or future stormwater quantity or quality problems.

ii. A project's pre-development design criteria shall be the more conservative of the existing condition and the site's condition in 2017 as determined by historic imagery. 2017 imagery can be viewed at; https://propertyviewer.andersoncountysc.org/mapsjs/

iii. Discharge velocities shall be reduced to provide a non-erosive velocity flow from a structure, channel or other control measure or the velocity of the 10-year, 24-hour storm runoff in the receiving waterway prior to the land disturbing activity, whichever is greater.

iv. Watersheds, other than designated watersheds that have well documented water quantity problems, may have more stringent or modified design criteria determined by the local government that is responsive to the specific needs of that watershed.

E. Water quality control is also an integral component of stormwater management. The following design criteria are established for water quality protection unless a waiver or variance is granted on a case-by-case basis.

i. When ponds are used for water quality protection, the ponds shall be designed as both quantity and quality control structures. Sediment storage shall be as specified by the designer during the land disturbing activity. Sediment storage volumes may be predicted by the universal soil loss equation or methods acceptable to the County.

ii. Stormwater runoff and drainage to a single outlet from land disturbing activities, which disturb ten acres or more, shall be controlled during the land disturbing activity by a sediment basin where sufficient space and

other factors allow these controls to be used until the final inspection. The sediment basin shall be designed and constructed to accommodate the anticipated sediment loading from the land disturbing activity and meet a removal efficiency of 80 percent suspended solids or 0.5 ml/L peak settable solids concentration, whichever is less. The efficiency shall be calculated for disturbed conditions for the 10-year, 24-hour design event.

iii. Other practices may be acceptable to the County if they achieve an equivalent removal efficiency of 80 percent for suspended solids or 0.5 ml/L peak settable solids concentration, whichever is less. The efficiency shall be calculated for disturbed conditions for the 10-year, 24-hour design event.

iv. Permanent water quality ponds, having a permanent pool, shall be designed to store and release the first one-half inch of runoff from the site over a 24-hour period. The storage volume shall be designed to accommodate, at least, 1/2 inch of runoff from the entire site. Other design practices may be acceptable to the County if they achieve an equivalent removal efficiency of 80 percent for total suspended solids based on an annual removal basis.

v. Permanent water quality ponds, not having a permanent pool, shall be designed to release the first 1 inch of runoff from the site over a 24-hour period. Other design practices may be acceptable to the County if they achieve an equivalent removal efficiency of 80 percent for total suspended solids based on an annual removal basis.

vi. Permanent infiltration practices, when used, shall be designed to accept, at a minimum, the first 1 inch of runoff from all impervious areas.

F. Where ponds are the proposed method of control, the person responsible for the land disturbing activity shall submit to the County, when required, an analysis of the impacts of stormwater flows downstream in the watershed for the 10- and 100-

year frequency storm event. The analysis shall include hydrologic and hydraulic calculations necessary to determine the impact of hydrograph timing modifications of the proposed land disturbing activity, with and without the pond. The results of the analysis will determine the need to modify the pond design or to eliminate the pond requirement. Lacking a clearly defined downstream point of constriction, the downstream impacts shall be established with the concurrence of the County.

G. Where existing wetlands are intended as a component of an overall stormwater management system, the approved C-SWPPP shall not be implemented until all necessary federal and state permits have been obtained.

H. Design shall be in accordance with standards developed or approved by SCDHEC or developed and approved by Anderson County.

I. Ease of maintenance must be considered as a site design component. Adequate access to perform maintenance and repair to stormwater management facilities, structures, conveyances, and storm sewers must be provided. Within residential developments these practices shall be placed within common property rather than on lots within easements. Between lot ditches and conveyances designed to accept and carry only runoff from 2 adjoining lots may be within easements on lots. Common property may be used to satisfy open space requirements.

J. A clear statement of defined maintenance responsibility shall be established during the C-SWPPP review and approval process. A maintenance agreement must be signed for all structural BMPs. The maintenance agreement is located in Appendix F.

K. The use of LID in the creation of stormwater infrastructure within a site is highly encouraged. LID can reduce construction and maintenance costs of the stormwater infrastructure, balance growth needs with water quality protection, and create green landscapes that add amenity value to new development.

L. Infiltration practices have certain limitations on their use on certain sites. These limitations include the following items:

i. Areas draining to these practices must be stabilized and vegetative filters established prior to runoff entering the system. Infiltration practices shall not be used if a suspended solids filter system does not accompany the practice. If vegetation is the intended filter, there shall be at least a 20-foot length of vegetative filter prior to stormwater runoff entering the infiltration practice.

ii. The bottom of the infiltration practice shall be at least 0.5 foot above the seasonal high water table, whether perched or regional, determined by direct piezometer measurements, which can be demonstrated to be representative of the maximum height of the water table on an annual basis during years of normal precipitation, or by the depth in the soil at which mottling first occurs.

iii. The infiltration practices shall be designed to completely drain of water within 72 hours.

iv. Soils must have adequate permeability to allow water to infiltrate. Infiltration practices are limited to soils having an infiltration rate of at least 0.3 inches per hour. Initial consideration will be based on a review of the appropriate soil survey, and the survey may serve as a basis for rejection. On-site soil borings and textural classifications must be accomplished to verify the actual site and seasonal high water table conditions when infiltration is to be utilized.

v. Infiltration practices greater than 3 feet deep shall be located at least 10-feet from basement walls.

vi. Infiltration practices designed to handle runoff from impervious parking areas shall be a minimum of 150 feet from any public or private water supply well.

vii. The design of an infiltration practice shall provide an overflow system with measures to provide a non-erosive velocity of flow along its length and at the outfall.

viii. The slope of the bottom of the infiltration practice shall not exceed 5 percent. Also, the practice shall not be installed in fill material as piping along the fill/natural ground interface may cause slope failure.

ix. An infiltration practice shall not be installed on or atop a slope whose natural angle of incline exceeds 20 percent.

x. Clean outs will be provided, at a minimum, every 100 feet along the infiltration practice to allow for access and maintenance.

M. A regional approach to stormwater management is an acceptable alternative to site specific requirements and is encouraged.

3. All BMPs shall be designed, constructed and maintained with consideration for the proper control of mosquitoes and other vectors. Practices may include, but are not limited to:

A. The bottom of retention and detention ponds should be graded and have a slope not less than 0.5 percent.

B. There should be no depressions in a normally dry detention facility where water might pocket when the water level is receding.

C. Normally dry detention system and swales should be designed to drain within 72 hours.

D. An aquatic weed control program should be utilized in permanently wet structures to prevent an overgrowth of vegetation in the pond. Manual harvesting is preferred.

E. Fish may be stocked in permanently wet retention and detention ponds.

F. Normally, dry swales and detention pond bottoms should be constructed with a gravel blanket or other measure to minimize the creation of tire ruts during maintenance activities.

4. A C-SWPPP shall be filed for a residential development and the buildings constructed within, regardless of the phasing of construction.

A. In applying the stormwater management and sediment control criteria, in Chapter 72, Section 72-307 of SCDHEC Document No. 1416, the individual lots in a residential subdivision development shall not be considered to be separate land disturbing activities and shall not require individual permits. Instead, the residential subdivision development, as a whole, shall be considered to be a single land disturbing activity. Hydrologic parameters that reflect the ultimate subdivision development shall be used in all engineering calculations.

B. If individual lots or sections in a residential subdivision are being developed by different property owners, all land disturbing activities related to the residential subdivision shall be covered by the approved C-SWPPP for the residential subdivision. Individual lot owners or developers may sign a certificate of compliance that all activities on that lot will be carried out in accordance with the approved C-SWPPP for the residential subdivision. A form for this certificate is included in Appendix G. Failure to provide this certification will result in owners, developers or individual lots developing a C- SWPPP meeting the requirements of the Ordinance.

C. Residential subdivisions which were approved prior to the effective date of the Ordinance from which this SWDM was derived are exempt from these requirements. Development of new phases of existing subdivisions, which were not previously approved, shall comply with the provisions of the Ordinance and this SWDM.

5. Risk analysis may be used to justify a design storm event other than prescribed or to show that rate and volume control is detrimental to the hydrologic response of the basin and, therefore, should not be required for a particular site.

A. A complete watershed hydrologic/hydraulic analysis must be done using a complete model/procedure acceptable to the County. The level of detail of data required is as follows:

   i. Watershed designation on the 7.5 minute USGS topographic map, exploded to a minimum of 1 inch equals 400 feet.

   ii. Inclusion of design and performance data to evaluate the effects of any structures which effect discharge. Examples may be ponds or lakes, road crossings acting as attenuation structures and there may be others which must be taken into account.

   iii. Land use data shall be taken from the most recent aerial photograph and field checked and updated.

   iv. The water surface profile shall be plotted for the conditions of pre-development and post-development for the 10- and 100-year, 24-hour storm.

   v. Elevations of any structure, potentially damaged by resultant flow, shall also be shown.

B. Based on the results of this type of evaluation, the County shall review and evaluate the proposed regulation waiver or change.

1.17 BMP DESIGN

SCDHEC has developed a Stormwater BMP Handbook and BMP Field Manual that should serve as guidance documents to design BMPs required by this SWDM. The BMP Handbook and BMP Field Manual include lists of acceptable BMPs, including their specific design performance criteria and operation and maintenance requirements for each stormwater practice. Copies of these two manuals can be obtained through the local SCDHEC EQC office or can be downloaded from the stormwater section of SCDHEC's website (www.scdhec.gov/stormwater).

Specific Anderson County requirements for the erosion and sediment control BMPs and post-construction water quality BMPs used in the stormwater management and sediment control plan are included in Appendix J of the Anderson County Stormwater Design Manual.

INSPECTION

1.18 CONSTRUCTION INSPECTION

Inspections shall be conducted by qualified personnel. For projects that disturb more than 2 acres, "qualified personnel" means a person knowledgeable in the principles and practice of erosion and sediment control who possesses the skills to assess conditions at the construction site that could impact storm water quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of storm water discharges from the construction activity. This person must be either the preparer of the C-SWPPP or an individual who is under the direct supervision of the preparer of the approved C-SWPPP and who meets the requirements in this paragraph or an individual who has been certified through Certified Erosion Prevention and Sediment Control Inspector (CEPSCI) program that has been approved by SCDHEC. Inspections may also be conducted by a person with a registration equivalent to the registration of the preparer of the C-SWPPP and who meets the qualifications of this paragraph or an individual who is under the direct supervision of the person with an equivalent registration and who meets the requirements in this paragraph.

For projects that disturb 2 acres or less, and that are not part of a Larger Common Plan the permittee or his designee may perform these inspections provided the preparer of the C-SWPPP or someone with a registration equivalent to that of the preparer of the C-SWPPP explains the C-SWPPP including implementation along with the inspection requirements to the person who will be conducting the inspections.

After construction begins, inspections must be conducted at least once every 7 calendar days.

Inspection frequencies for portions of the construction site that have reached temporary or final stabilization may be reduced to at least once every month, as long as the stabilization is maintained and there is no additional disturbance in these areas. Once a definable area has reached final stabilization, mark on the OS-SWPPP and no further inspection requirements apply to that portion of the Site. Inspection of common BMPs, such as sediment basins, sediment traps, may be required to resume if areas that drain to them become disturbed during future construction. The County on a case-by-case basis may require any permittee to

conduct inspections on a more frequent basis than prescribed. Examples include, but are not limited to, permittees who have compliance problems and permittees with stormwater discharges to environmentally sensitive waters. The County may require on a case-by-case basis that the Permittee submit a monthly report summarizing the inspections at the site and any associated maintenance activity.

Inspections must include all areas of the site disturbed by construction activity and areas used for storage of materials that are exposed to precipitation. Inspectors must look for evidence of, or the potential for, pollutants entering the storm water conveyance system. Sedimentation and erosion control measures identified in the C-SWPPP must be observed to ensure proper operation. Discharge locations must be inspected to ascertain whether erosion control measures are effective in preventing violations to SC's Water Quality Standards, where accessible. Where discharge locations are inaccessible, nearby downstream locations must be inspected to the extent that such inspections are practicable. Locations where vehicles enter or exit the site must be inspected for evidence of off-site sediment tracking.

Utility line installation, pipeline construction, and other examples of long, narrow, linear construction activities may limit the access of inspection personnel to the areas described above. Inspection of these areas could require that vehicles compromise temporarily or even permanently stabilized areas, cause additional disturbance of soils, and increase the potential for erosion. In these circumstances, controls must be inspected on the same frequencies as other construction projects, but representative inspections may be performed. For representative inspections, personnel must inspect controls along the construction site for 0.25 mile above and below each access point where a roadway, undisturbed right-of-way, or other similar feature intersects the construction site and allows access to the areas described above. The conditions of the controls along each inspected 0.25 mile segment may be considered as representative of the condition of controls along that reach extending from the end of the 0.25 mile segment to either the end of the next 0.25 mile inspected segment, or to the end of the project, whichever occurs first. Representative inspections must include any areas where stormwater discharges to environmentally sensitive waters.

Permittees shall either maintain an on-site rain gauge or use data from a certified weather record (such as a personal weather station or an airport) located within a reasonable proximity of the construction site, to record rainfall records from any significant rainfall event,

0.5 inches or greater. These recorded rainfall amounts must be maintained in a Rain Log located in the OS-SWPPP. Rainfall records for the day of an inspection and any rainfall since the last inspection must be reported on each weekly inspection report.

For each inspection required above, an inspection report, provided in Appendix H, must be completed. At a minimum, the inspection report must include:

1. The inspection date and duration of inspection (arrival and departure times);

2. Names, titles, and, if not previously given in an inspection report, the qualifications of personnel making the inspection, unless those qualifications change;

3. Weather information for the period since the last inspection (or since commencement of construction activity if the first inspection) including a best estimate of the beginning of each storm event, duration of each storm event, approximate amount of rainfall for each storm event (in inches), and whether any known discharges have occurred;

4. Weather information and a description of any discharges occurring at the time of the inspection;

5. Location(s) of discharges of sediment or other pollutants from the site;

6. Location(s) of BMPs that need maintenance;

7. Location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location;

8. Location(s) where additional BMPs are needed that did not exist at the time of inspection; and

9. Corrective action required including any changes to the OS-SWPPP necessary and implementation dates.

10. Site Name, Operator Name and permit number; and

11. Verification that all BMPs and stormwater controls identified in the OS-SWPPP have been installed and are operating as designed.

A record of each inspection and of any actions taken in accordance with this section must be retained as part of the C-SWPPP for at least three years from the date that permit coverage expires or is terminated. The report must be signed in accordance with §122.22 of SC Regulation 61-9; refer to Appendix I.

Inspectors employed by the Primary Permittee retain the authority to inspect, report, and document areas of the construction site that are under direct control of the Secondary Permittee, but only when a lack of compliance by the Secondary Permittee inhibits the Primary Permittee's ability to maintain compliance with the overall C-SWPPP.

1.19 CONSTRUCTION MAINTENANCE

All BMPs and other protective measures identified in the OS-SWPPP must be maintained in effective operating condition. If construction site inspections identify BMPs that are not operating effectively, maintenance must be performed within seven (7) calendar days, before the next inspection, or as reasonably possible, and before the next storm event whenever practicable to maintain the continued effectiveness of the BMPs.

If periodic inspection or other information indicates that a BMP has been used inappropriately, or incorrectly, the Permittee must address the necessary replacement or modification required to correct the BMP within a time frame of 48 hours of identification. If existing BMPs need to be modified or if additional BMPs are necessary, implementation must be completed before the next storm event whenever practicable. If implementation before the next storm event is impracticable, the situation must be documented in the OS-SWPPP and alternative BMPs must be implemented as soon as reasonably possible.

Remove deposited sediment from sediment traps or sedimentation basins when the design capacity has been reduced by 50 percent or the sediment has reached the clean out point on the cleanout stake (whichever occurs first).

Remove deposited sediment collected by sediment control measure (silt fence, check dams, sediment tubes, etc.) when the deposited sediment reaches 1/3 the height of the above-

ground portion of these BMPs, or before it reaches a lower height based on the manufacturer's specifications.

OTHER PROCEDURES

1.20 WAIVER

Waivers may be granted from the stormwater management requirements of the Ordinance and the SWDM for individual land disturbing activities provided that a written request is submitted by the applicant to the County containing descriptions, drawings and any other information that is necessary to evaluate the proposed land disturbing activity. A separate written waiver request shall be required if there are subsequent additions, extensions or modifications which would alter the approved stormwater runoff characteristics to a land disturbing activity receiving a waiver.

A project may be eligible for a waiver of stormwater management for both quantitative and qualitative control if the applicant can demonstrate that the proposed project will return the disturbed area to a pre-development runoff condition and the pre-development land use is unchanged at the conclusion of the project.

A project may be eligible for a waiver of stormwater management for water quantity control if the applicant can demonstrate that:

1. The proposed project will have no significant adverse impact on any receiving natural waterway or downstream properties; or

2. The imposition of peak control requirements for rates of stormwater runoff would aggravate downstream flooding.

The County will conduct its review of the request for waiver within 20 working days. Failure of the County to act by the end of the 20-work-day period will result in the automatic approval of the waiver.

1.21 VARIANCE

The County may grant a written variance from any requirement of the Ordinance and the SWDM if there are exceptional circumstances applicable to the site such that strict adherence

to the provisions of the Ordinance will result in unnecessary hardship and not fulfill the intent of the Ordinance. A written request for a variance shall be provided to the County and shall state the specific variances sought and the reasons with supporting data for their granting. The County shall not grant a variance unless and until sufficient specific reasons justifying the variance are provided by the applicant. The County will conduct its review of the request for the variance within 20 working days. Failure of the County to act by the end of the 20-work-day period will result in the automatic approval of the variance.

APPENDIX E

Stormwater Management and Sediment and Erosion Control Plan Review Checklist for Design Professionals

Stormwater Management and Sediment and Erosion Control Plan Review Checklist For Design Professionals

Please indicate the location and page number(s) where each item below can be found in your SWPPP or supporting calculations. If an item is not applicable, put N/A. The Stormwater Department reserves the right to modify this checklist at any time.

Checklist Completed by:

Printed name: _____ Signature: _____ Date: _____

1. CURRENT COMPLETED APPLICATION FORM

- All items completed and answered
- Fee Schedule
  - $850 base fee + $300 per disturbed acre (round to the nearest tenth of an acre). Check payable to Anderson County Stormwater Management Department.
  - $125 NPDES General Permit fee to be paid electronically by credit card to SCDHEC after the review is complete.

2. COPIES OF PLANS AND CALCULATIONS

- Plans stapled together!
- Submit ONE (1) set of plans and supporting documentation (report, calculations, maps, etc.) (Three (3) additional sets of drawings will be requested after final approval).
- Supporting documentation must be in binder with tabs (e.g., Maps, Pre-Development calculations) and pages numbered [no loose pages].
- All documents must also be submitted in electronic format as Adobe PDF files on USB supported media.

3. VICINITY LOCATION MAP

- Provided on minimum 8.5 x 11 paper
- North arrow and scale
- Overall map of county with project location noted
- Outlined project location on smaller scale map showing the property boundary
- Labeled road names

4. PROJECT NARRATIVE

- Scope of project outlined, including a brief description of pre- and post-development conditions
- Summary table of pre- and post-development flows (at least 2- and 10-year, 24-hour storm events)
- Existing flooding problems in the surrounding area described
- Function of the Project (e.g., low density residential, shopping mall, highway, etc.).
- Disturbed area calculations included for subdivision projects or LCP disturbing 1 or more acres (including dedicated off-site borrow and fill areas).
- Identification of prior uses of the construction site and potential sources of pollution from the site.

5. USGS TOPOGRAPHIC MAP

- Project boundary outlined
- Route of stormwater runoff from site to nearest waterbody shown
- Road names adjacent to site labeled

6. SOILS MAP and INFORMATION

- Project boundary outlined
- Outline of predominate soil type(s) and name(s)found at the site identified on the plans or on a separate map

- *Note: Soils information is available from the Natural Resource Conservation Service through their website: http://websoilsurvey.nrcs.usda.gov/app*

7. FLOODWAY MAPS/FEMA FLOOD INSURANCE MAP

- Project boundary outlined, and boundaries of any floodplain/ floodway on or adjacent to the construction site.

8. WATERS OF THE STATE, INCLUDING WETLANDS, SURFACE WATERS, AND BUFFER ZONE MANAGEMENT

- Delineation of all waters of the State (WoS), including wetlands, shown and labeled on plans (delineation not required if a 100-ft undisturbed buffer can be maintained between the WoS and all land-disturbing activities)
- Additional, separate plan sheet that shows all WoS on the site and the impacted areas with a description of the activity(s), whether it is permanent or temporary, and any other relevant information.
- If impacts to WoS, outlined areas of impacts and labeled that no work can begin in this area until all necessary USACOE permits and SCDHEC 401 certifications have been obtained.
- Address Buffer Zone Management requirements and compliance options for all Surface Waters.
- Provide the required during-construction buffer zone between the outermost sediment and erosion controls and the Surface Waters.
- When a during construction the buffer cannot be maintained, provide a minimum 10-ft maintenance buffer between the outermost sediment and erosion controls and Surface Waters; or, if buffer not provided, then statement from P.E. on plans indicating how the outermost sediment and erosion controls will be installed and maintained without impacts to Surface Waters.
- *Note: If there are proposed impacts to WoS, then it is advised that you contact USACOE (866-329-8187) and/ or S.C. DHEC Water Quality Certification, Standards & Wetlands Programs Section (803-898-4300) to determine additional requirements before submitting the Notice of Intent (NOI).*
- *Note: If WoS are to be impacted, work cannot be performed in these designated areas until all necessary permits have been acquired*
- *Note: If a USACOE permit is required for construction of or access to a temporary or permanent stormwater management structure, NPDES permit coverage cannot be granted until the USACOE permits and S.C. DHEC 401 Section certifications are obtained.*

9. HYDROLOGIC ANALYIS

- Identify all curve numbers used for the hydrologic analysis for each condition of the construction site (pre-development, post-development, during construction, etc.) Information on how the curve numbers were obtained, including soil types, land cover and area, must be included. Any weighted curve number calculations must also be included.
- Determine the pre-development condition by comparing the existing condition and the site's 2017 condition and using the most conservative (e.g., lower curve numbers as determined by land cover). 2017 aerial imagery is available here: https://propertyviewer.andersoncountysc.org/mapsjs/
- Pre- and post-developed hydrologic analysis calculations for the 2- and 10-year, 24-hour storm events at each outfall point.
- Drainage area maps that clearly correspond to the calculations (pre- and post-development).
- Analysis points for comparing runoff rates and the total drainage area analyzed do not change from pre- to post-development, although the immediate drainage areas contributing to each analysis point might shift.
- If post-development discharges are less than pre-development discharges for each outfall pointsee "Detention Waiver" section below).
- Analysis performed using SCS 24-hour storm (Rational method is not acceptable)
- Rainfall data from South Carolina DHEC Storm Water Management BMP Handbook (BMP Handbook) used in all calculations.
- *Note: The curve number for open water, marshes, etc. should be 98 to 100.*

10. DETENTION ANALYSIS/DESIGN

- **Analysis**
  - Pond routing using a volume-based hydrograph for the 2- and 10-year, SCS 24-hour storm event (Drain:Edge, ICPR, HEC-HMS, SedCAD, HYDRAFLOW, PondPack, etc. perform full pond routings; TR55 does not perform a full pond routing; rational method cannot be used)

- Hydrologic and hydraulic calculations necessary to determine the impact of hydrograph timing modifications of the proposed land-disturbing activity, with and without the detention structure (results of analysis will determine the need to modify the detention design or eliminate the detention requirement—see note 2 below)
    - Inputs and outputs from analysis program
    - Summary table of the peak inflows, peak outflows, discharge velocities, and maximum water surface elevations (WSE) for the 2- and 10-year, 24-hour storm events for each detention structure
    - Stage-storage-discharge relationship for the outlet structure of each detention structure
    - If a rating curve for the outlet structure must be generated externally from the analysis program (Drain:Edge, HEC-HMS etc.), data and equations used to rate the outlet structure
    - As-built of existing detention pond if the site drains to an existing detention pond (see below)
- *Note: SedCAD users please refer to the memo regarding the input of outlet structures on SCDHEC's website: http://www.scdhec.gov/environment/water/docs/SedCad3.pdf.*
- *Note: The Stormwater Department recommends using the 10% rule in performing analysis. The hydrologic analysis should be conducted for the larger drainage area, where the site in question encompasses 10% of the total drainage area. For example, if your site is 10 acres, then the hydrologic analysis should be performed at the point downstream where the contributing drainage area, including your 10-acre site, is approximately 100 acres.*

- **Design**
    - Detail of outlet structure and cross-section of the dam/ berm or pond bank, including elevations and dimensions that correspond to the calculations.
    - Orifice constructability considered (do not specify orifice diameters with increments of less than ¼").
    - Maximum WSE for the 10-year storm event below the emergency spillway with 0.5-ft of freeboard between maximum WSE for the 10-year storm and the emergency spillway.
    - Maximum WSE for the 100-year storm event below the embankment with 0.5-ft of freeboard between maximum WSE for the 100-year storm and the embankment.
    - Dewatering time calculations for the 10-year storm event (dry ponds must drain completely within 72 hours).
    - Bottom of all detention and retention ponds graded to have a slope of not less than 0.5%
    - If the pond is to be used for sediment control during construction, attach a Floating Skimmer to the low level outlet and install baffles within the basin during construction and shown on the pond detail.
    - Permanent maintenance access to all permanent stormwater facilities, conveyances, and/or BMPs by placing them within common property in subdivisions.
    - Infiltration systems designed in accordance with S.C. Reg. 72-307.C(11) [specify how items a-j have been addressed].
    - *Note: Emergency spillways should not be built on fill slopes.*

11. AS-BUILTS

- Provided for all previously approved detention ponds that will receive flows from new drainage areas.
- Prepared by a South Carolina Licensed Land Surveyor.
- Grades/ contours/ depths for pond.
- Elevations and dimensions of all outlet structures, including:
    - Pipe and orifice inverts and diameters.
    - Weir elevations and dimensions.
    - Riser dimensions and elevations.
    - Emergency spillway dimensions and elevations.
    - Locations and inverts for all pipes discharging into the pond.
- Spot elevations along the top of the embankment.
- Contours, dimensions, and locations of all structural components (forebays, level spreaders, riprap aprons, inlet structures).
- If the elevations or dimensions of the structures listed above do not match those used in the approved plans, certification statement signed by the project's Registered Engineer indicating that the pond, as built, will function within all applicable standards provided [new analysis of the pond (routing) may be necessary]
- *Note: As-built survey and/or analysis must be submitted and accepted by the Stormwater Department before Notice of Termination (NOT) is submitted.*

12. PERMANENT STORMWATER MANAGEMENT MAINTENANCE

- Signed agreement from the responsible party accepting ownership and maintenance of the structure.
- Description of maintenance plan to be used.
- Schedule of maintenance procedures (e.g., every 6 months).
- Detailed or manufacturer-specific maintenance items for proprietary control devices (oil-water separators, MTDs, etc.), underground detention structures, exfiltration systems and non-traditional stormwater controls (constructed wetlands, bioretention, etc.).
- Typical maintenance items to be addressed:
  - Grass to be mowed.
  - Trees to be removed from within the BMP and on the embankment.
  - Trash and sediment to be removed from inside of and around the BMP outlet structure.
  - Orifices to be cleaned and unclogged.
  - Outlet pipe to be cleaned, inspected, and repaired.
  - Sediment accumulation to be removed from the BMP.
  - Pond bottom to be regraded to provide proper drainage towards the outlet discharge point.
  - Energy dissipater to be cleaned and repaired.
  - Emergency spillway, if applicable, to be inspected and repaired.
  - Erosion on side slopes, if present, to be addressed.
  - The Department must be notified in writing of any changes in maintenance responsibility for the stormwater devices at the site (include this statement in agreement).
- *Note: If the entity or person with maintenance responsibility changes, then a new maintenance agreement, signed by the new person responsible for maintenance, must be provided to the Department. If a new, signed maintenance agreement is not provided to the Department, then the entity/ person who signed the most recent maintenance agreement on file with the Department will be considered the responsible entity.*

13. DISCHARGE POINTS

- Storm drainage or pond outfalls carried to an existing drainage outfall such as a pipe, ditch, etc.
- No new point discharges onto adjacent property where there was not a point discharge previously, unless written permission from the adjacent property owner is provided
- Level spreaders, plunge pools, etc. provided when the proposed outlet is near the property line and not directed to an existing outfall, such as a creek or ditch
- Twenty (20)-foot minimum buffer is provided between the property line and the discharge point
- Outlets shall not discharge on fill slopes

14. DETENTION WAIVER

- *Note: If the 2- and 10-year, 24-hour post-developed flow rates exceed the pre-developed rates, <u>waivers</u> from detention may be granted in accordance with regulation 72-302(B) on a case-by-case basis*
- Justification and a written request, including the following statement: "*the increased flows will not have a significant <u>adverse impact</u> on the downstream/adjacent properties"*
- A project may be eligible for a waiver or variance of stormwater management for water quantity control if the applicant can demonstrate that:
  - The proposed project will have no significant adverse impact on the receiving natural waterway or downstream properties; or
  - The imposition of peak control requirements for rates of stormwater runoff would aggravate downstream flooding
- Waiver signed by the project's Professional Engineer
- *Note: See note in checklist item 10 regarding the 10% rule.*

15. PERMANENT WATER QUALITY REQUIREMENTS

- Permanent water quality addressed (all projects or LCP that disturb 5 or more acres).
  - Wet ponds designed to catch the first ½" of runoff from the entire area draining to the pond and release it over at least a 24-hour period
  - Dry ponds designed to catch the first 1" of runoff from the entire area draining to the pond and release it over at least a 24-hour period
  - For areas not draining to a pond, show how permanent water quality requirements were addressed
- Waters of the U.S./State are not used for permanent water quality control (alternative means of treatment must be used if an existing pond is to be used for water quantity control).

- *Note: Other non-traditional stormwater controls such as Bioretention areas, constructed wetlands, etc. may be used. Consult the BMP Handbook or Anderson County Stormwater Design Manual for information on the design of these devices.*
- *Note: Pre-fabricated or proprietary treatment devices are approved according to the Anderson County Stormwater Design Manual Type of system selected should be based on the ability to remove the pollutants of concern in that area/situation (bacteria, hydrocarbons, etc.).*

16. SEDIMENTOLOGY

- Trapping efficiency calculations showing that all sediment basins/ traps are capable of achieving a sediment trapping efficiency of at least 80% for the 10-year, 24-hour storm event, if more than 10 disturbed acres drain to a common point (stream, lake, etc.).
- Sediment basins provide storage for the 10-year, 24-hour storm event for disturbed conditions or 3600 ft^3/ acre draining to the basin, if more than 10 disturbed acres drain to a common point (stream, lake, property line, etc.).
- Sediment traps only used for drainage areas of less than 5 acres.
  - Sediment trap storage calculations, showing that 1800 ft^3/ total acre draining to each trap is provided below the spillway
  - If trapping efficiency calculations are required for sediment traps, then provide peak outflow, q_{po}, calculations; the 10-year, 24-hour storm event for construction conditions cannot overtop the trap's spillway.
- Sediment basins and traps designed for total area draining to them.
- Drainage area map outlining the area draining to each basin/ trap.
- Copies of figures used to determine V_{15} (SV-1) and trapping efficiency (ST-1, SB-1, SB-2), if Design Aids from BMP manual are used to determine trapping efficiencies.
- Clean-out stake, marked at ½ the designed sediment storage depth, provided in all sediment basins/ sediment traps.
- Silt fence only used in areas with drainage areas of less than ¼ acre per 100 LF of fence and not used in areas with concentrated flows.
- *Note: Consult the Anderson County Stormwater Design Manual for information on the design of Sediment Basins, Floating Skimmers and Porous Baffles.*
- *Note: Consult the BMP Handbook for information on sediment control BMPs devices.*
- *Note: The Design Aids in the BMP Handbook cannot be used to determine trapping efficiencies for structures in series. If the flow for the10-year, 24-hour storm for construction conditions overtops the structure or the structure's spillway, then the Design Aids cannot be used. If multiple soil types are in the area draining to the structure, then the soil type with the smallest D_{15} for the appropriate depth should be used to determine the settling velocity, V_{15}; an average D_{15} should not be used.*
- *Note: SedCAD users please refer to the memo regarding the input of outlet structures.*

17. STABLE CHANNEL AND STORM DRAINAGE CALCULATIONS

- Design and submit calculations for all temporary channels and diversion ditches to handle the 10-year 24-hour storm event and all permanent channels, storm sewers and culverts to handle the 25-year 24-hour storm event to ensure non-erosive flow conditions (5ft/s) and capacity for the design storm flows. Add velocity dissipation BMPs and/or erosion prevention BMPs to channels where erosive velocities are achieved.
- Rock check dams provided in temporary diversions.
- Installation detail for erosion control blanket (ECB) or turf reinforcement matting (TRM) if ECBs or TRMs to be used.

18. INLET PROTECTION

- Provided at all existing and newly installed inlets that receive Stormwater runoff from the disturbed areas.
- Hay bales not used
- Steel posts and buried fabric shown for filter fabric inlet protection.
- Inlet protection details provided for pre-paving and after roadways have been paved.
- *Note: The Department recommends that an inlet not have more than one (1) acre draining to it.*

19. ENERGY DISSIPATORS/ OUTLET PROTECTION

- Outlet protection must be provided at all existing and newly installed outlets, within the construction site's boundary, that discharge stormwater runoff from the disturbed areas. Silt fence may not be used as outlet protection.
- Riprap aprons sized appropriately (provide calculations).
- Riprap detail shows apron dimensions and stone sizes for each pad or each pipe diameter.
- Filter fabric installed beneath all riprap.

20. FILL SLOPES AND/ OR EMBANKMENTS

- Minimize the disturbance of existing steep slopes (i.e., slopes of 30% (~3H:1V) or greater), unless infeasible.
- All slopes stabilized.
- Slope drains designed in accordance with the BMP Handbook.
- Slope drains provided where concentrated flows discharge onto a fill slope.
- For all slopes steeper than 2:1, identification of stabilization practice (e.g., ECB, TRM)
- *Note: Measures, in addition to grassing or hydroseeding, include synthetic or vegetative matting, diversion berms, slope interruption devices, temporary slope drains, etc.*
- *Note: If retaining walls or fill slopes are to be constructed at the downstream property line, the Department recommends a 10' buffer to allow for construction and maintenance. If a 10' buffer is not provided, then provide permission from the adjacent property owner for possible land-disturbing activities on his property.*

21. UTILITY LINES

- Limits of disturbance include areas disturbed for water and sewer line installation.
- Inlet protection provided at all existing inlets that receive flows from the disturbed areas; also add this as a note on the plans.
- For all utility lines crossing WoS, narrative and detail showing sediment and erosion control measures provided on plans.
- Note for construction entrances to be provided at all locations where construction traffic accesses a paved roadway.

22. TMDL/ 303d IMPAIRED WATERBODIES

- List the nearest S.C.DHEC Water Quality Monitoring Station (WQMS) that the site's stormwater discharges drain to and the waterbody on which it is located: _____
- Qualitative and quantitative assessment (described in Section 3.2.12B of SCR100000), if nearest WQMS listed on the most current South Carolina 303(d) List of Impaired Waters **and** if site's stormwater construction discharges contain the pollutant of impairment **and** if site disturbs 25 or more acres.
- Evaluation of selected BMPs if nearest WQMS listed on the most current South Carolina 303(d) List of Impaired Waters **and** if site's stormwater construction discharges contain the pollutant of impairment **and** if site disturbs less than 25 acres.
- If Approved TMDL developed for nearest WQMS **and** if site's stormwater construction discharges contain the pollutant of impairment, showed that measures and controls on SWPPP met assumptions and requirements of TMDL (may need to contact Watershed Manager for assistance).
- *Note: Contact Department staff for guidance on selection of BMPs based on pollutant of impairment.*

23. NAVIGABLE WATERS

- Extra plan sheet showing impacts to navigable water and description of activity included if S.C. Navigable Waters (SCNW) crossing and separate SCNW permit has not been obtained for all activities.
- *Note: For NOIs initially submitted to delegated entities, if project has SCNW crossing and if separate SCNW permit has not been obtained for this crossing, then this item will be reviewed by S.C. DHEC before NPDES coverage will be granted.*

24. PHASED PLAN REQUIREMENT

- For sites disturbing more than 5 acres and less than 10 acres, at least two (2) separate plan phases shall be developed. Each plan phase shall be identified and must be addressed separately on at least one single plan sheet, with each sheet reflecting the conditions and the BMPs necessary to manage Stormwater runoff, erosion and sediment during the phases, at a minimum, listed below:

- Initial Land Disturbance Phase. This includes but is not limited to the perimeter BMPs, the necessary sediment and erosion control BMPs to be installed prior to initial/mass grading, and any additional BMPs necessary to keep the construction site in compliance with this permit.

- Stabilization Phase. This includes but is not limited to all BMPs required to be installed, maintained, and retrofitted during the time required to begin the majority of all construction and grading activities, and the time required to bring the construction site into compliance with permanent water quality requirements and into final stabilization.

- For site disturbances greater than or equal to 10 acres, at least three (3) separate plan phases shall be developed. Each plan phase shall be identified and must be addressed separately on at least one single plan sheet, with each sheet reflecting the conditions and the BMPs necessary to manage Stormwater runoff, erosion and sediment during the phases, at a minimum, listed below:
  - Initial Land Disturbance Phase. This includes but is not limited to the perimeter BMPs, the necessary sediment and erosion control BMPs to be installed prior to initial/mass grading, and any additional BMPs necessary to keep the construction site in compliance with this permit.
  - Construction Phase. This includes but is not limited to all sediment and erosion control BMPs necessary to be installed, maintained and designed to prevent sediment-laden stormwater from discharging off-site during construction. Examples of such BMP control measures to include in this phase are all temporary BMPs used to convey, manage, and treat stormwater runoff including additional sediment traps and sediments basins, rock check dams, silt fence, sediment tubes, inlet protection, temporary conveyance channels and any other sediment control measure.
  - Stabilization Phase. This includes but is not limited to all BMP control measures required to be installed, maintained, and retrofitted during the time required to bring a construction site into compliance with permanent water quality requirements and into final stabilization.

25. SITE PLANS CHECKLIST:

- *Submit phased sediment and erosion control plans as required in item 24.*
- Location map with site outlined on first plan sheet (map should have enough detail to identify Surface Waters of the State within 1 mile of the site).
- North arrow and scale.
- Property lines and adjacent landowners' names.
- Legend.
- Registered engineer's signed and dated seal.
- Engineering Firm's Certificate of Authorization seal.
- Existing and proposed contours for entire disturbed area.
- Limits of disturbed area.
- Locations of off-site material, waste, borrow, or construction equipment storage areas, excluding roll-off containers (*Note: Some off-site disturbed areas may require a separate application for NPDES coverage*).
- Location and identification of any stormwater discharges associated with industrial activity (not construction).
- Location and identification of effective pollution prevention measures to minimize the discharge of pollutants during construction activities.
- Identification and management of non-stormwater discharges associated with construction activities.
- Delineation of WoS, including wetlands and Buffers (see checklist item 8).
- Easements.
- Road profiles with existing and proposed ground elevations (if no contours are shown on the plans).
- Grassing and stabilization specifications (temporary and permanent).
- Construction sequence (implementation of all stormwater and sediment controls in the first phase of construction; ensure that basins, traps, ponds, etc. can be installed before the area draining to them is cleared and grubbed).
- Standard notes (see following page).
- Temporary and permanent control measures (provide details of all sediment and erosion control measures used; make sure the label or legend on the plans matches the name on the detail).
  Note: Maintenance requirements for each BMP should be listed on the detail.
  Note: If details from the BMP Handbook are used, then the inspection frequency must be changed to be in accordance with the new CGP (see Standard note 3).

Standard Notes

1. If necessary, slopes, which exceed eight (8) vertical feet or exceeds a 3:1 slope should be stabilized with synthetic or vegetative mats, in addition to hydroseeding. It may be necessary to install temporary slope drains during construction. Temporary berms may be needed until the slope is brought to grade.
2. Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than fourteen (14) days after work has ceased, except as stated below.
   - Where stabilization by the 14th day is precluded by snow cover or frozen ground conditions stabilization measures must be initiated as soon as practicable.
   - Where construction activity on a portion of the Site is temporarily ceased, and earth-disturbing activities will be resumed within 14 days, temporary stabilization measures do not have to be initiated on that portion of the Site.
3. All sediment and erosion control devices shall be inspected once every seven (7) days. If site inspections identify BMPs that are damaged or are not operating effectively, maintenance must be performed as soon as practical or as reasonably possible and before the next storm event whenever practicable.
4. Provide silt fence and/or other control devices, as may be required, to control soil erosion during utility construction. All disturbed areas shall be cleaned, graded, and stabilized with grassing immediately after the utility installation. Fill, cover, and temporary seeding at the end of each day are recommended. If water is encountered while trenching, the water should be filtered to remove any sediments before being pumped back into any waters of the State.
5. All erosion control devices shall be properly maintained during all phases of construction until the completion of all construction activities and all disturbed areas have been stabilized.
   - Remove deposited sediment from sediment traps or sedimentation when the design capacity has been reduced by 50 percent or the sediment has reached the clean out point on the cleanout stake (whichever occurs first).
   - Remove deposited sediment collected by sediment control measure (silt fence, check dams, sediment tubes, etc.) when the deposited sediment reaches 1/3 the height of the above-ground portion of these BMPs, or before it reaches a lower height based on the manufacturer's specifications.
6. Additional control devices may be required during construction in order to control erosion and/or offsite sedimentation. All temporary control devices shall be removed once construction is complete and the site is stabilized.
7. The contractor must take necessary action to minimize the tracking of mud onto paved roadway(s) from construction areas and the generation of dust. The contractor shall daily remove mud/soil from pavement, as may be required.
8. Residential subdivisions require erosion control features for infrastructure as well as for individual lot construction. Individual property owners shall follow these plans during construction or obtain approval of an individual plan in accordance with S.C Reg. 72-300 et seq. and SCR100000.
9. Temporary diversion berms and/or ditches will be provided as needed during construction to protect work areas from upslope runoff and/or to divert sediment-laden water to appropriate traps or stable outlets.
10. All waters of the State (WoS), including wetlands and Surface Waters, are to be flagged or otherwise clearly marked in the field. Provide the required during construction buffer between the outermost sediment and erosion controls and the Surface Waters. When a during-construction buffer cannot be maintained, provide a minimum 10-ft maintenance buffer between the outermost sediment and erosion controls and Surface Waters.
11. Litter, construction debris, oils, fuels, and building products with significant potential for impact (such as stockpiles of freshly treated lumber) and construction chemicals that could be exposed to storm water must be prevented from becoming a pollutant source in storm water discharges.
12. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge.
13. Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to stormwater.

14. Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures.
15. Anderson County SMS4 Stormwater coverage is excluded for activities conducted in SCDOT and/or County rights of way.
16. Contractor must field verify that the existing field contour elevations are accurate within one-half (1/2) of the existing condition contour interval shown on the plans. If the elevations are not within one-half (1/2) of the contour elevations, no land disturbing activity can continue on the site until the plan preparer has been informed. The plan preparer must approve in writing the use of the existing SWPPP elevations and notify Anderson County Stormwater Management of their approval prior to work continuing. If the existing SWPPP will not function as designed due to the elevation change a new survey must be conducted and the SWPPP must be modified by the plan preparer.
17. The following discharges are prohibited:
    - Wastewater from washout of concrete, unless managed by an appropriate control;
    - Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
    - Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and
    - Soaps or solvents used in vehicle and equipment washing.

RESOLUTION 2023-032

A RESOLUTION TO EXPRESS THE INTENTION OF ANDERSON COUNTY, SOUTH CAROLINA, TO CAUSE ANDERSON COUNTY, SOUTH CAROLINA TO BE REIMBURSED WITH THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS FOR CERTAIN COSTS ASSOCIATED WITH THE COUNTY'S HISTORIC COURTHOUSE PROJECT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the "***County***") hereby declares its intention to reimburse itself for a portion of the original expenditures to be made to defray the costs of renovation, reconstruction, and equipping of the County's Historic Courthouse (the "***Project***") with the proceeds of tax-exempt obligations (the "***Bonds***"), in a maximum aggregate principal amount reasonably expected not to exceed $7,000,000. To that end, the County determines and declares as follows:

NOW THEREFORE, be it resolved by the County Council of Anderson County, South Carolina, as follows:

1. no funds from any sources other than the Bonds may be, are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the County pursuant to the budget or financial policies of the County for the financing of the portion of the costs of acquisition, construction, and equipping of the Project to be funded with the Bonds;

2. the County reasonably expects that all or a portion of the original expenditures incurred for the Project and the issuance of the Bonds will be paid prior to the date of issuance of the Bonds;

3. the County intends and reasonably expects to reimburse itself for all such expenditures paid by it with respect to the Project prior to the issuance of the Bonds, from the proceeds of the Bonds, and such intention is consistent with the budgetary and financial circumstances of the County;

4. the County intends and reasonably expects to reimburse itself for all such expenditures no later than 18 months after the later of (i) the date the original expenditure is paid, or (ii) the date the Project is placed in service or abandoned for federal income tax purposes, but in no event more than 3 years after the original expenditure is paid;

5. all of the costs to be paid or reimbursed from the proceeds of the Bonds, will be for costs incurred in connection with the issuance of the Bonds or will, at the time of payment thereof, be properly chargeable to the capital account of the Project (or would be so chargeable with a proper election) under general federal income tax principles; and

6. this Resolution shall constitute a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2.

DONE, RATIFIED AND ADOPTED this 1st day of August 2023.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

ATTEST:

_____
Rusty Burns
Anderson County Administrator

_____
Tommy Dunn, Chairman
Anderson County Council

_____
Clerk to County Council

APPROVED AS TO FORM:

_____
Leon C. Harmon
Anderson County Attorney

Anderson County Purchasing Department Bid Tabulation

BID #23-059 SIX & TWENTY WWTP DECOMMISSIONING

	Vendor		Total Cost
1	DON MOORHEAD CONSTRUCTION	BASE	$8,121,490.25
2		ALT.#1	$949,567.50
3		GRAND TOTAL	$9,071,057.75
4	REEVES YOUNG,LLC	BASE	$11,499,415.00
5		ALT.#1	$1,012,470.00
6		GRAND TOTAL	$12,511,885.00
7	CHANDLER CONSTRUCTION SERVICES	BASE	$11,722,583.00
8		ALT.#1	$1,185,996.00
9		GRAND TOTAL	$12,908,579.00
10	QUALITY ELECTRIC		NO RESPONSE
11	XYLEM		NO RESPONSE
12	BG INDUSTRIAL		NO RESPONSE
13	NEO		NO RESPONSE
14	EWSG		NO RESPONSE

	Vendor	Total Cost
15	GREENSTONE	NO RESPONSE
16	MERSINO	NO RESPONSE
17	WSE INC	NO RESPONSE
18	SYNAGRO	NO RESPONSE
19	RICH DIRT	NO RESPONSE
20	HAREN CONSTRUCTION	NO RESPONSE
21	MARTIN AND SON	NO RESPONSE
22	MCCLAM	NO RESPONSE
23	VORTEX	NO RESPONSE
24	DAVIS PLUMBING	NO RESPONSE
25	DAVIS POWER	NO RESPONSE
26	OSBORN INC.	NO RESPONSE
27	TUGALOO PIPELINE	NO RESPONSE
28	CLEARY	NO RESPONSE
29	JM CONSTRUCTION	NO RESPONSE

	Vendor	Total Cost
15	QUALITY ELECTRIC	NO RESPONSE
16	LARRY EBERHART	NO RESPONSE
17	BRIAN DOANE	NO RESPONSE
18	DREW GOLDIE	NO RESPONSE
19	MERSINO	NO RESPONSE
20	SCARLETH VALERINO	NO RESPONSE
21	TREY EDWARDS	NO RESPONSE
22	AARON CREASMAN	NO RESPONSE
23	STERLING	NO RESPONSE
24	ISLER DEMOLITION	NO RESPONSE
25	KIEWIT	NO RESPONSE
26	STRACK	NO RESPONSE
27	COVE UTILITY	NO RESPONSE
28	ALLIED SOLUTIONS	NO RESPONSE
29	AWARD TO: Dan Moorhead Construction	

GMC

Goodwyn Mills Cawood

117 Wellborn Street
Greenville, SC 29601

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July 24, 2023

Mr. Derrick Singleton
Wastewater Manager
Anderson County
1500 Dalrymple Road
Anderson, SC 29621

RE: Recommendation of Award
BID #23-059 – 6&20 WWTP DECOMMISIONING
GMC PROJECT NO. CGRE210106

Dear Mr. Singleton:

Three bids were received and opened for the 6&20 WWTP Decommissioning project on Thursday, July 20, 2023 at 11:00 am. The bids have been reviewed, and I am enclosing a signed and sealed tabulation of bids for the above referenced project for your files from the following:

Bidder Name	Base Bid Amount	Alternate #1	Base Bid + Alternate #1
Don Moorhead Construction	$8,121,490.25	$949,567.50	$9,071,057.75
Reeves Young	$11,499,415.00	$1,012,470.00	$12,511,885.00
Chandler Construction Services	$11,722,583.00	$1,198,045.80	$12,920,628.80

One irregularity was found in the bid of Chandler Construction Services. Bid Item 40 – Mobilization for Alternate #1 was 4% of the bid not the required 5%. The price is adjusted on the attached tabulation. This did not change the order of the bids. No other irregularities were found. Due to their responsive and reasonable bid, I recommend award be made to Don Moorhead Construction, Inc.

Should you have any questions, please do not hesitate to contact me by email at john.raiford@gmcnetwork.com or phone at 864.650.1057.

Sincerely,
GMC

John P. Raiford, Ph.D., P.E.
Enclosures

GMC

TABULATION BIDS
6&20 WWTP Decommissioning
Anderson County
Anderson County,SC
BID OPENING:07/20/2023 at 11:00 AM

Base Bid				Don Moorhead Construction (Location)		Reeves Young (Location)		Chandler Construction Services, Inc (Location)	
Item	Qty.	Unit	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	LS	Mobilization (5% of items 2 - 38)	$356,000.00	$356,000.00	$493,000.00	$493,000.00	$531,929.00	$531,929.00
2	1	LS	Pump Station Site Grading	$207,000.00	$207,000.00	$50,000.00	$50,000.00	$101,068.00	$101,068.00
3	1	LS	Clearing and Grubbing	$15,000.00	$15,000.00	$525,000.00	$525,000.00	$384,157.00	$384,157.00
4	1	LS	Above Ground Valve Vault	$423,855.00	$423,855.00	$425,000.00	$425,000.00	$417,454.00	$417,454.00
5	1	LS	12-ft Diameter Wetwell	$310,000.00	$310,000.00	$475,000.00	$475,000.00	$566,573.00	$566,573.00
6	2	EA	1.5 MGD Submersible Pumps, Rails etc.	$210,000.00	$420,000.00	$350,000.00	$700,000.00	$250,087.00	$500,174.00
7	1	LS	Relocate Existing Lime Feed System	$118,140.00	$118,140.00	$75,000.00	$75,000.00	$68,872.00	$68,872.00
8	1	LS	Reroute WWTP Piping to Remain in Service	$27,500.00	$27,500.00	$100,000.00	$100,000.00	$43,080.00	$43,080.00
9	54	CY	Cast in Place Concrete	$2,100.00	$113,400.00	$2,150.00	$116,100.00	$3,050.00	$164,700.00
10	1800	SY	Asphalt Driveway Paving	$60.00	$108,000.00	$45.00	$81,000.00	$38.00	$68,400.00
11	1	LS	Pump Station Jib Crane and Hoist	$75,000.00	$75,000.00	$85,000.00	$85,000.00	$90,165.00	$90,165.00
12	1	LS	Electrical, SCADA and Instrumentation	$460,220.00	$460,220.00	$675,000.00	$675,000.00	$558,463.00	$558,463.00
13	1	LS	Pump Station Generator	$177,000.00	$177,000.00	$300,000.00	$300,000.00	$185,660.00	$185,660.00
14	1	LS	Administration Building Generator	$83,000.00	$83,000.00	$175,000.00	$175,000.00	$81,150.00	$81,150.00
15	1	LS	Storm Drainage Piping	$16,000.00	$16,000.00	$35,000.00	$35,000.00	$18,884.00	$18,884.00
16	140	LF	18-inch Epoxy Lined DI Gravity Sewer	$391.00	$54,740.00	$390.00	$54,600.00	$550.00	$77,000.00
17	680	LF	16-inch Epoxy Lined DI Gravity Sewer	$317.00	$215,560.00	$315.00	$214,200.00	$475.00	$323,000.00
18	1580	LF	10-inch PVC SDR 35 Gravity Sewer	$272.00	$429,760.00	$135.00	$213,300.00	$425.00	$671,500.00
19	420	LF	16-inch Epoxy Coated DI Forcemain	$257.00	$107,940.00	$235.00	$98,700.00	$339.00	$142,380.00
20	11,340	LF	16-inch HDPE (DR17) or PVC C900 (DR14) Forcemain (includes fittings)	$177.00	$2,007,180.00	$185.00	$2,097,900.00	$269.00	$3,050,460.00
21	570	LF	16-inch HDPE DR17 Horizontal Directional Drill	$585.00	$333,450.00	$330.00	$188,100.00	$934.00	$532,380.00
22	605	LF	24-inch Steel Cased Jack and Bore	$1,550.00	$937,750.00	$2,500.00	$1,512,500.00	$1,250.00	$756,250.00
23	9	EA	48-inch Manhole (0-ft to 8-ft)	$3,740.00	$33,660.00	$30,000.00	$270,000.00	$12,452.00	$112,068.00
24	2	EA	48-inch Doghouse Manhole (0-ft to 8-ft)	$7,750.00	$15,500.00	$38,650.00	$77,300.00	$14,834.00	$29,668.00
25	40	VF	Extra Depth for 48-inch Manhole (>8-ft)	$100.00	$4,000.00	$715.00	$28,600.00	$720.00	$28,800.00
26	1	LS	Waterline and Yard Hydrant	$7,600.00	$7,600.00	$30,000.00	$30,000.00	$7,094.00	$7,094.00
27	6	EA	Air Release / Air Vacuum Valve	$22,600.00	$135,600.00	$15,000.00	$90,000.00	$27,329.00	$163,974.00
28	3	EA	16-inch Plug Valve	$12,900.00	$38,700.00	$30,000.00	$90,000.00	$13,669.00	$41,007.00
29	2	EA	Stream Crossing	$17,375.00	$34,750.00	$75,000.00	$150,000.00	$94,157.00	$188,314.00
30	4	EA	Trench Plug	$5,600.00	$22,400.00	$7,500.00	$30,000.00	$3,079.00	$12,316.00
31	1	LS	Sanitary Sewer Bypass Pumping	$12,500.00	$12,500.00	$225,000.00	$225,000.00	$59,872.00	$59,872.00
32	3	EA	Connect to Existing Sewer	$5,000.00	$15,000.00	$20,000.00	$60,000.00	$18,633.00	$55,899.00
33	1	LS	Traffic Control	$9,500.00	$9,500.00	$75,000.00	$75,000.00	$39,672.00	$39,672.00
34	1,000	CY	Trench Rock Excavation	$1.00	$1,000.00	$215.00	$215,000.00	$175.00	$175,000.00
35	1	LS	Erosion and Sediment Control	$40,000.00	$40,000.00	$300,000.00	$300,000.00	$282,895.00	$282,895.00
36	1	LS	Seeding and Restoration	$22,000.00	$22,000.00	$45,000.00	$45,000.00	$140,840.00	$140,840.00
37	1	LS	Demolition of Tuscany Pump Station	$28,000.00	$28,000.00	$150,000.00	$150,000.00	$56,322.00	$56,322.00
38	1	LS	Decommissioning of 6&20 WWTP	$335,000.00	$335,000.00	$450,000.00	$450,000.00	$459,255.00	$459,255.00
39	1	LS	Contingency (5% of Items 2-38)	$369,785.25	$369,785.25	$524,115.00	$524,115.00	$532,888.00	$532,888.00
				BASE BID $	8,121,490.25	BASE BID $	11,499,415.00	BASE BID $	11,722,583.00
Alternate #1									
40	1	LS	Mobilization (5% of items 41-49)	$45,217.50	$45,217.50	$37,500.00	$37,500.00	$57,049.80	$57,049.80 *
41	1	LS	Clearing and Grubbing	$75,000.00	$75,000.00	$27,000.00	$27,000.00	$347,583.00	$347,583.00
42	460	LF	Access Road Type A	$135.00	$62,100.00	$117.00	$53,820.00	$140.00	$64,400.00
43	2,220	LF	Access Road Type B	$120.00	$266,400.00	$105.00	$233,100.00	$110.00	$244,200.00
44	2,420	LF	Access Road Type C	$130.00	$314,600.00	$160.00	$387,200.00	$113.00	$273,460.00
45	5	EA	Ford Crossing	$14,000.00	$70,000.00	$33,500.00	$167,500.00	$19,156.00	$95,780.00
46	1	EA	Replace MH Ring and Cover	$1,750.00	$1,750.00	$6,500.00	$6,500.00	$1,219.00	$1,219.00
47	17	EA	Raise Manhole Rim Elevation	$5,500.00	$93,500.00	$1,550.00	$26,350.00	$1,375.00	$23,375.00
48	1	LS	Sediment and Erosion Control	$12,000.00	$12,000.00	$63,000.00	$63,000.00	$33,822.00	$33,822.00
49	1	LS	Seeding and Restoration	$9,000.00	$9,000.00	$10,500.00	$10,500.00	$37,557.00	$37,557.00
				SUBTOTAL ALT #1 $	949,567.50	SUBTOTAL ALT #1 $	1,012,470.00	SUBTOTAL ALT #1 $	1,198,045.80 *
				BASE BID + ALT #1 $	9,071,057.75	BASE BID + ALT #1 $	12,511,885.00	BASE BID + ALT #1 $	12,920,628.80 *

* Calculation Error - not 5% - adjusted amount shown

To the best of knowledge, these bids are accurately tabulated and were accepted in accordance with applicable regulations.

(Engineer, Certification, South Carolina License No. 27811)

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 27811 JOHN RAIFORD

Anderson County Central Services Division

Purchasing Department

To: Mr. Rusty Burns

From: Robert Carroll

Date: 07/26/2023

Re: Bid #23-040

Anderson County received bids on the Historic Courthouse Roof Project. We had 10 contractors to attend the mandatory pre-bid meeting, and 2 contractors submitted bids. The low bidder did not include a considerable amount of the required work in their Bid. Therefore, their bid was rejected. Staff recommends award to Lloyd Roofing Company of Greenwood. The total price for the project is $3,056,000.00. Staff is requesting approval of the bid at this time.

Bid Tabulation

REBID Anderson County Historic Courthouse Roof
March 16, 2023 / 11 AM

Bid Submitted By: Lloyd Roofing Company					Unit Price Items	ADD	DEDUCT
Base Bid:	2,980,000.00	1 Addenda Received		1.	Wood Trim		
ALT 1:	48,000.00	Bid Security (5%)		2.	Wood Plank		
ALT 2:	28,000.00			3.	Plywood 5/8"		
				4.	Clay Tile		
				5.	2 x 4		
				6.	2 x 6		
				7.	Fascia/Soffit System		

Bid Submitted By: Premier Roofing					Unit Price Items	ADD	DEDUCT
Base Bid:		1 Addenda Received		1.	Wood Trim		
ALT 1:		Bid Security (5%)		2.	Wood Plank		
ALT 2:				3.	Plywood 5/8"		
				4.	Clay Tile		
				5.	2 x 4		
				6.	2 x 6		
				7.	Fascia/Soffit System		

Bid Submitted By: Tile Roofing, Inc.					Unit Price Items	ADD	DEDUCT
Base Bid:		1 Addenda Received		1.	Wood Trim		
ALT 1:		Bid Security (5%)		2.	Wood Plank		
ALT 2:				3.	Plywood 5/8"		
				4.	Clay Tile		
				5.	2 x 4		
				6.	2 x 6		
				7.	Fascia/Soffit System		

Opened by:_____ Witnessed by:_____

Owner Project Number: Bid # 23-040

Bid Tabulation

REBID Anderson County Historic Courthouse Roof
March 16, 2023 / 11 AM

Bid Submitted By: Adams and Coe Roofing Specialists					Unit Price Items	ADD	DEDUCT
Base Bid:		1 Addenda Received		1.	Wood Trim		
ALT 1:		Bid Security (5%)		2.	Wood Plank		
ALT 2:				3.	Plywood 5/8"		
				4.	Clay Tile		
				5.	2 x 4		
				6.	2 x 6		
				7.	Fascia/Soffit System		

Bid Submitted By: CE Bourne and Company, Inc.					Unit Price Items	ADD	DEDUCT
Base Bid:		1 Addenda Received		1.	Wood Trim		
ALT 1:		Bid Security (5%)		2.	Wood Plank		
ALT 2:				3.	Plywood 5/8"		
				4.	Clay Tile		
				5.	2 x 4		
				6.	2 x 6		
				7.	Fascia/Soffit System		

Bid Submitted By: Durable Restoration Company					Unit Price Items	ADD	DEDUCT
Base Bid:	1,499,929.00	1 Addenda Received		1.	Wood Trim		
ALT 1:	21,500.00	Bid Security (5%)		2.	Wood Plank		
ALT 2:	9000.00			3.	Plywood 5/8"		
				4.	Clay Tile		
				5.	2 x 4		
				6.	2 x 6		
				7.	Fascia/Soffit System		

Opened by:_____ Witnessed by:_____

Owner Project Number: Bid # 23-040

Bid Tabulation

REBID Anderson County Historic Courthouse Roof
March 16, 2023 / 11 AM

Bid Submitted By: United Restoration					Unit Price Items	ADD	DEDUCT
Base Bid:		1 Addenda Received		1.	Wood Trim		
ALT 1:		Bid Security (5%)		2.	Wood Plank		
ALT 2:				3.	Plywood 5/8"		
				4.	Clay Tile		
				5.	2 x 4		
				6.	2 x 6		
				7.	Fascia/Soffit System		

Bid Submitted By:					Unit Price Items	ADD	DEDUCT
Base Bid:		1 Addenda Received		1.	Wood Trim		
ALT 1:		Bid Security (5%)		2.	Wood Plank		
ALT 2:				3.	Plywood 5/8"		
				4.	Clay Tile		
				5.	2 x 4		
				6.	2 x 6		
				7.	Fascia/Soffit System		

Bid Submitted By:					Unit Price Items	ADD	DEDUCT
Base Bid:		1 Addenda Received		1.	Wood Trim		
ALT 1:		Bid Security (5%)		2.	Wood Plank		
ALT 2:				3.	Plywood 5/8"		
				4.	Clay Tile		
				5.	2 x 4		
				6.	2 x 6		
				7.	Fascia/Soffit System		

Opened by:_____ Witnessed by:_____

Owner Project Number: Bid # 23-040

Bid Tabulation

REBID Anderson County Historic Courthouse Roof
March 16, 2023 / 11 AM

Bid Submitted By: Harper General Contractors					Unit Price Items	ADD	DEDUCT
Base Bid:		1 Addenda Received		1.	Wood Trim		
ALT 1:		Bid Security (5%)		2.	Wood Plank		
ALT 2:				3.	Plywood 5/8"		
				4.	Clay Tile		
				5.	2 x 4		
				6.	2 x 6		
				7.	Fascia/Soffit System		

Bid Submitted By: Huber and Associates					Unit Price Items	ADD	DEDUCT
Base Bid:		1 Addenda Received		1.	Wood Trim		
ALT 1:		Bid Security (5%)		2.	Wood Plank		
ALT 2:				3.	Plywood 5/8"		
				4.	Clay Tile		
				5.	2 x 4		
				6.	2 x 6		
				7.	Fascia/Soffit System		

Bid Submitted By: JA Piper Roofing Company					Unit Price Items	ADD	DEDUCT
Base Bid:		1 Addenda Received		1.	Wood Trim		
ALT 1:		Bid Security (5%)		2.	Wood Plank		
ALT 2:				3.	Plywood 5/8"		
				4.	Clay Tile		
				5.	2 x 4		
				6.	2 x 6		
				7.	Fascia/Soffit System		

Opened by:_____ Witnessed by:_____

Owner Project Number: Bid # 23-040

BID FORM
BID #23-040

BID SUBMITTED BY: Lloyd Roofing Company, Inc.
(Bidder's Name)

BID SUBMITTED TO: Anderson County
(Owner's Name)

FOR PROJECT: Anderson County Historic Courthouse

BEE 21039.10 *(Number)* Select Roof Replacement/Repairs *(Name)*

OFFER

1. In response to the *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into a Contract with the **OWNER** in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. **BIDDER** has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

   ☒ Bid Bond with Power of Attorney ☐ Cashier's Check
   (BIDDER check one)
3. **BIDDER**, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form, it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.
4. **BIDDER** acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
   ADDENDUM No: One - dated February 24, 2023
5. **BIDDER** accepts all terms and conditions of the *Invitation for Construction Bids*, including, without limitation, those dealing with the disposition of Bid Security. **BIDDER** agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that **BIDDER** may agree to in writing upon request of the **OWNER**. **BIDDER** understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by **OWNER** and agreed to by **BIDDER**.
6. **BIDDER** herewith submits its offer to provide all labor, materials, equipment, tools of trade and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

   6.1 BASE BID WORK (as indicated in the Bidding Documents and generally describes as follows):

   Base Bid work includes complete removal of the existing clay tile roof system (Area B) for approximately 77 squares and the existing standing seam copper roof system (Area A) for approximately 32 squares down to the structural deck. Roof replacement includes deck repairs, rough carpentry, structural repairs (specific to roof decking and framing) and new copper roof system for Area A and a new clay tile roof system for Area B. All associated sheet metal components and accessories are included. Base Bid work also includes complete removal and replacement of all built-in-gutters with copper with soldered seams and restoration/repairs to the metal fascia soffit assembly. New built-in-gutter system shall have new downspouts with cleanout/overflow at storm drain connection.

   $2,980,000.00 , which sum is hereafter called the **BASE BID**.
   (enter BASE BID in figures only)

BID FORM
BID #23-040

6.2 **ALTERNATE BID WORK** ***(as indicated in the Bidding Documents and generally described as follows):*** **(BIDDER** ***shall*** **STRIKE THROUGH** ***"ADD"*** **or** ***"DEDUCT"*** ***so as to clearly indicate the price adjustment offered for each Alternate)***

ALTERNATE NO. 1:	Alternate Number 1 work includes complete removal of the existing standing seam copper roof system on Areas B1 and B2 for approximately 2 squares down to the structural deck. Roof replacement includes deck repair, rough carpentry and new copper roof system. All associated sheet metal components and accessories are included. ADD 15 Calendar Days	**ADD/~~DEDUCT~~** $48,000.00 ***(to or from BASE BID)***
ALTERNATE NO. 2:	Alternate Number 2 work includes complete removal of the existing modified bitumen roof system on Benson Street and Whitner Street canopies down to the structural deck for approximately 2 squares. Roof replacement includes deck repair, rough carpentry, taper, and a two-ply modified bitumen roof system or thermoplastic sheet roof system. All associated sheet metal components and accessories are included. ADD 10 Calendar Days	**ADD/~~DEDUCT~~** $28,000.00 ***(to or from BASE BID)***
ALTERNATE NO. 3:	N/A	**ADD/DEDUCT**_____ ***(to or from BASE BID)***
ALTERNATE NO. 4:	N/A	**ADD/DEDUCT**_____ ***(to or from BASE BID)***
ALTERNATE NO. 5:	N/A	**ADD/DEDUCT**_____ ***(to or from BASE BID)***

BID FORM
BID #23-040

6.3 UNIT PRICE WORK

BIDDER offers for the Owner's consideration and use the following **UNIT PRICES.** The **UNIT PRICES** offered by **BIDDER** indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. **UNIT PRICES** include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not include any of the following **UNIT PRICES** in the Contract and to negotiate the **UNIT PRICES** with **BIDDER.**

No.	Item	Base Bid Qty	Unit of Measure	ADD	DEDUCT
1.	Wood Trim	200	LF	30.00	.00
2.	Wood Plank	350	LF	10.00	.00
3.	Plywood 5/8"	200	SF	3.00	.00
4.	Clay Tile *	N/A	N/A		
5.	2 x 4	200	LF	5.00	.00
6.	2 x 6	200	LF	8.00	.00
7.	Fascia/Soffit System	350	LF	580.00	.00

***See Section 07 32 13 Clay Tile Roof Repairs and Replacement, 1.01. All new tile in Base Bid. Reused tile approved will be used as a credit based on this item.**

LISTING OF PROPOSED SUBCONTRACTORS

1. A **SUBCONTRACTOR** is an entity who will perform work or render service to the prime contractor to or about the construction site. Material suppliers, manufacturers and fabricators are not **SUBCONTRACTORS** and are not to be listed.
2. Any **BIDDER** responding to an *Invitation for Construction Bids* shall list in its bid the name of only those **SUBCONTRACTOR(S)** that will perform the work so identified in the *Invitation.*
3. If **BIDDER** determines to use its own employees to perform any portion of the work listed below, and if **BIDDER** is qualified to perform such work under the terms of the Bidding Documents, **BIDDER** shall list itself in the appropriate place in its bid and not subcontract any of the work except with the approval of the Owner for good cause shown.
4. **BIDDER** hereby acknowledges and agrees that any failure by **BIDDER** to list **SUBCONTRACTORS** in accordance with the requirements of the SC Code of Laws shall render the BID non-responsive.
5. A **SUBCONTRACTOR** listed for a **BID ALTERNATE** may be used for all work, including the Base Bid work, if the **BID ALTERNATE** is accepted.
6. **BIDDER** hereby states its commitment to use the below-listed **SUBCONTRACTORS** in the performance of the Subcontractor Specialty work listed:

Anderson County Central Services Division

Purchasing Department

To: Mr. Rusty Burns

From: Robert Carroll

Date: 07/26/2023

Re: GSA Contract #GS-35F-688GA (Software for Planning, Development Standards and Building & Codes)

The Anderson County Planning Division requests County Council's approval to move forward in negotiations with Vertosoft/OPenGov for new software to be used by Planning, Development Standards and Building & Codes departments. The Anderson County Purchasing Ordinance allows for the use of General Services Administration (GSA) contracts.

Probate Court

James T. Foster
Probate Judge

100 South Main Street
Anderson, South Carolina 29624
Post Office Box 8002 (29622)
864-260-4049

Kelli B. Horne
Associate Judge

The Honorable Tommy Dunn:

It is my intention to resume the process of conducting marriage ceremonies at the Anderson County Probate Court.

As of this letter, the cost of a marriage ceremony is $25.00 and that money is secured into the County's General Fund.

It is also my intention to raise the cost of a marriage ceremony in Anderson County to $100.00.

I have been instructed and advised that this wish to raise that cost would need to be approved by Anderson County Council.

At the nearest opportunity, I respectfully request that this be placed on the Council's list of items to discuss.

Thank you for your service to Anderson County.

Best,

JT

ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 3

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:
   Starr Fire Dept.
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $ 500.00
3. The purpose for which the funds are being requested:
   To help offset cost of 4th of July Celebration
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
   TAX ID # 61-1624644
5. Contact Person: Gress Campbell
   Mailing Address: P.O. Box 373 Starr SC 29684
   Phone Number: 864-934-8421
   Email: turnercamp@wctel.net
6. Statement as to whether the entity will be providing matching funds:
   NO

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

Chief [signature] Chief Gress Campbell July 1 2023
Signature Print Name Date

Recreation Fund Appropriations Form

Anderson County Council Clerk P. O. Box 8002 Anderson, SC 29622

Email: lacroegaert@andersoncountysc.org Fax: 864-260-4356

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

1. Name of entity requesting recreation fund appropriation:
   PLAY Powdersville, INC
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
   $5,000
3. The purpose for which the funds are being requested:
   PLAY is requesting reimbursement for non-routine field maintenance
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
   Yes
5. Contact Person: Doug Wald President

   Mailing Address: PO BOX 51506, Piedmont, SC 29673

   Phone Number: 480 510 5973

   Email: dougjwald@gmail.com, president.playsports@gmail.com
6. Statement as to whether the entity will be providing matching funds:
   PLAY does match the requested funds by doing various fundraising events through the course of the year and sports registration income

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

Doug Wald / Doug Wald 7-27-2023

Signature Print Name Date

MEMORANDUM

ANDERSON COUNTY DEVELOPMENT STANDARDS

DATE: July 19, 2023

TO: **Renee Watts**
Clerk to Council

FROM: **Tim Cartee**
Land Development Administrator

CC: **Holt Hopkins, Alesia Hunter**

SUBJECT: **Breckenridge Subdivision Phase III, IV, V**

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 5,099 feet of paved roads to the county maintenance system.

Developer:	Anderson Incubator, LLC – Thom Craft
Location:	Off Bowlan Road
County Council District:	7
Roads:	S. Oak Crest Drive, Oak Hill Lane, Maple Lane and Highlands Drive

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
Greg Elgin 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

401 E Rivers Street, Anderson, SC 29621 | www.andersoncountysc.org

MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: 7/17/2023

TO: **Matt Hogan**
Roads and Bridges Manager

FROM: **Norman McGill**
Roadway Management Supervisor

CC: **Holt Hopkins**

SUBJECT: **Phases 3,4, and 5 of Breckenridge Subdivision**

To the best of my ability, I certify that there are no known drainage issues in **Breckenridge Subdivision Phases 3,4, and 5** 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 **5,099** feet of paved roads to the county maintenance system.

District: 7

Location: Breckenridge Subdivision

Roads: **(P-10-0379)** S. Oak Crest Dr. **(P-10-0380_1)** Oak Hill Ln, **(P-10-0380_2)** Oak Hill Ln **(P-10-0404)** Maple Ln, and **(P-10-0374)** Highlands Dr.

Tommy Dunn Chairman, District 5
John B. Wright Council District 1
Greg Elgin Council District 3
Cindy Wilson Council District 7
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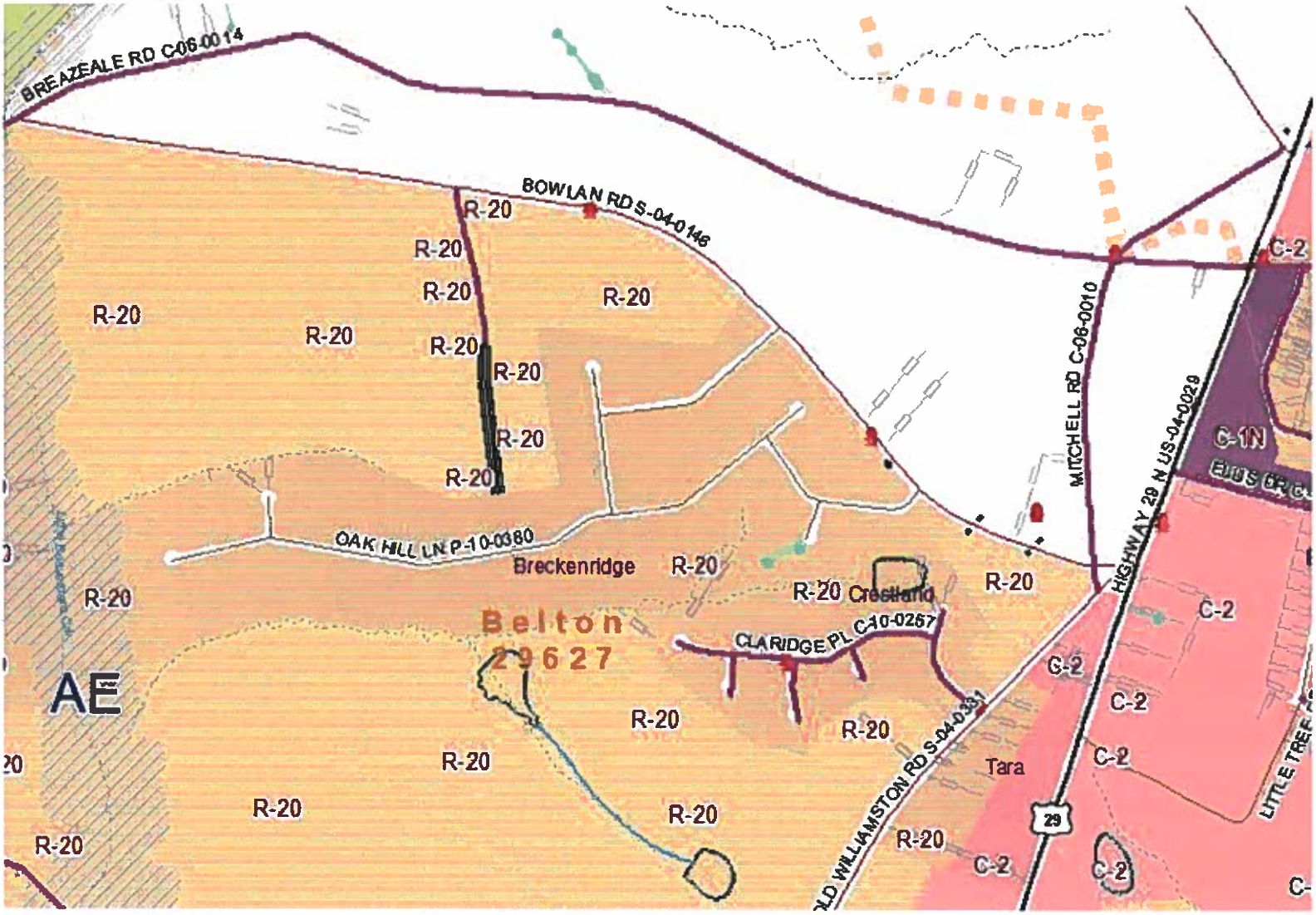
Glenn Davis Council District 2
Jimmy Davis Council District 6
Renee Watts Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org

Roads and Bridges
1428 Pearman Dairy Road
Anderson, S.C. 29625
864-260-4190


BREAZEALE RD C06-0014
BOWLAN RD S-04-0146
MITCHELL RD C-06-0010
HIGHWAY 29 N US-04-0029
OAK HILL LN P-10-0380
CLARIDGE PL C-10-0257
OLD WILLIAMSTON RD S-04-0331
LITTLE TREE
Belton
29627
Breckenridge
Crestland
Tara
AE
R-20
C-2
C-1N
29