



AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Monday, June 14, 2021 at 6:30 p.m.
Anderson County Historic Courthouse
101 South Main Street, Anderson, South Carolina 29624
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Brett Sanders

3. APPROVAL OF MINUTES

June 1, 2021

4. CITIZENS COMMENTS

Agenda Matters only

5. REPORT FROM AD-HOC PURCHASING COMMITTEE HELD MONDAY, JUNE 14, 2021

Mr. Jimmy Davis (allotted 5 minutes)

6. ORDINANCE THIRD READING: None

7. ORDINANCE SECOND READING:

- a. **2021-032** An ordinance to amend the zoning map to rezone +/- 1.03 acres from R-20 (Single-Family Residential) to R-D (Residential Duplex) located at Jackson Circle. TMS#46-00-02-002 (Lot 1-A & Lot 2-A). (Council District 4)

Ms. Alesia Hunter (allotted 5 minutes)

- b. **2021-033** An ordinance to amend the zoning map to rezone +/- 1.25 acres from R-20 (Single-Family Residential) to R-D (Residential Duplex) located at Jackson Circle. TMS#46-00-02-026 & -027. (Council District 4)

Ms. Alesia Hunter (allotted 5 minutes)

- c. **2021-034** An ordinance to amend the zoning map to rezone +/- 1.08 acres from C-2 (Highway Commercial District) to S-1 (Services District) located at 104 & 106 Chippewa Ln, Williamston. TMS#220-06-01-003, -004. (Council District 7)

Ms. Alesia Hunter (allotted 5 minutes)

- d. **2021-035** An ordinance to amend the zoning map to rezone +/- 18.07 acres from PD (Planned Development) & R-20 (Single-Family Residential) to R-A (Residential Agriculture) located at 702 Belton Hwy, Williamston. TMS#222-00-03-007, 221-00-09-042, & 221-00-09-043. (Council District 7)

Ms. Alesia Hunter (allotted 5 minutes)

- e. **2021-036** An ordinance to amend section 38-311 (e), section 38-313(3), and section 38-314(d) of the Code of Ordinances, Anderson County, South Carolina so as to update the stormwater provisions of these ordinances; and other matters related thereto.

Tommy Dunn
Chairman, District Five

John B. Wright, Jr.
District One

Ray Graham
District Three

M. Cindy Wilson
District Seven



Brett Sanders
V. Chairman, District Four

Glenn Davis
District Two

Jimmy Davis
District Six

Lacey Croegaert
Clerk to Council

Rusty Burns
County Administrator



Mr. Rusty Burns (allotted 5 minutes)

8. ORDINANCE FIRST READING

- a. **2021-040** An Ordinance to amend Chapter 2, Article V (Purchasing), Sections 2-631, 2-634, 2-638, 2-639, 2-640, 2-643, 2-649, and 2-654 of the Code of Ordinances, Anderson County, South Carolina; and other matters related hereto.

Mr. Robert Carroll (allotted 5 minutes)

- b. **2021-042** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and [Project Amelia] with respect to certain economic development property in the County, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- c. **2021-043** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and [Project Limestone] with respect to certain economic development property in the County, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- d. **2021-044** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and [Project Flay] with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- e. **2021-045** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 park) of Anderson and Greenville counties so as to enlarge the park to add Fitesa Simpsonville, Inc. to the business park; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

9. RESOLUTIONS

- a. **R2021-029** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Amelia, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to an industrial project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby Project Amelia will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters.

- b. **R2021-030** A resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Limestone, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to a project in the County whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby Project Limestone will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters.

- c. **R2021-031** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Flay, whereby, under certain conditions, Anderson county will execute a fee in lieu of tax and special source credit agreement with respect to a project in the County whereby



the project would be subject to payment of certain fees in lieu of taxes, and whereby [Project Flay] will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters.

10. CHANGE ORDERS/BID APPROVALS

- a. Dog Park -#21-033-Change Order
- b. Green Pond # 21-040-Change Order
- c. Green Pond #21-026-Change Order
- d. Aircraft Maintenance Provider RFQ-21047
- e. Short Term Rentals -RFP # 21037

Mr. Robert Carroll (allotted 5 minutes)

11. ROAD ACCEPTANCE

Rogers Knoll Subdivision Phase II
Rogers Knoll Subdivision: Hillendale Way, Baythorne Way

12. APPOINTMENTS:

13. REQUESTS BY COUNCIL

- a. Red Cross—District One
- b. Crescent High School Anglers—District Three (Correction)

14. ADMINISTRATOR'S REPORT

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

15. CITIZENS COMMENTS

16. REMARKS FROM COUNCIL

17. ADJOURNMENT

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures in order to participate in this program, service or activity please contact the office of the program, service or activity as soon as possible but no later than 24 hours before the scheduled event. For assistance, please contact the Clerk to Council at 864.260.1036.

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

ANDERSON COUNTY
SPECIAL PRESENTATION MEETING
JUNE 1, 2021

PRESENT:

TOMMY DUNN, CHAIRMAN
RAY GRAHAM
BRETT SANDERS
JIMMY DAVIS
CINDY WILSON

ALSO PRESENT:

RUSTY BURNS
LEON HARMON
SETH RIDDLEY

1 TOMMY DUNN: I'd like to call
2 the Anderson County Council meeting, Special
3 Presentation meeting of June 1st to order. I'd like to
4 welcome each and every one of you here tonight. Thank
5 y'all for coming.

6 We're going to start off, first of all, with
7 Resolution R2021-026, a resolution to recognize and
8 honor the Whitefield Fire Department for their fiftieth
9 anniversary. Ms. Wilson. Ms. Wilson.

10 CINDY WILSON: Thank you, Mr.
11 Chairman and welcome to all.

12 THIS IS A RESOLUTION TO HONOR AND RECOGNIZE THE
13 WHITEFIELD FIRE DEPARTMENT ON THE OCCASION OF ITS
14 FIFTIETH ANNIVERSARY.

15 WHEREAS, at a moment's notice, volunteer
16 firefighters respond to uncertain and perilous
17 situations to combat the threat of destructive fire in
18 order to protect individuals, families, and the
19 economic well-being of our community, following a long
20 line of tradition and honor that inspires them to help
21 others, neighbors and strangers alike; and

22 WHEREAS, for fifty years, the Whitefield Fire
23 Department has served the Whitefield community and all
24 of Anderson County, covering more than twenty-five
25 square miles and responding to hundreds of incidents
26 each year with honor, self-sacrifice, and bravery; and

27 WHEREAS, one recent instance of such bravery
28 occurred on May 5, 2019 when Whitefield Fire dispatched
29 to a residential fire at 2063 Cheddar Road. Captain
30 Chase Rapien arrived first on scene in his personal
31 vehicle, and, after a neighbor reported two people were
32 trapped inside, he entered the structure without
33 protection of breathing device or hose, kicked in the
34 front door, and brought an individual out of the front
35 room to safety just as Firefighters Jacob Garrett and
36 Daniel McCuen arrived on scene and entered the burning
37 structure without protection of a hose line and located
38 an unconscious individual, after which they were
39 directed out of the house by Assistant Chief Bob Mosley
40 from a nearby doorway where medical care was provided
41 by Firefighters Chase Rapien, Bob Mosley, Jacob
42 Garrett, Daniel McCuen, Charlie King, Billy Guin, Adam
43 Cromer, Landon Rogers, and Christopher McBee to give
44 the victim, who later tragically succumbed to his
45 injuries, the best chance at survival until EMS arrived
46 on scene.

47 NOW, THEREFORE, BE IT RESOLVED that the Anderson
48 County Council hereby expresses its profound
49 appreciation to the dedicated volunteer members of the
50 Whitefield Fire Department, past and present, for their

1 half-century of protecting and saving lives and
2 property through great-sacrifice and diligent, heroic
3 service to the Whitefield community and all of Anderson
4 County.

5 RESOLVED in a meeting duly assembled this 1st day
6 of June, 2021.

7 May I put that in the form of a motion?

8 TOMMY DUNN: We have a motion
9 by Ms. Wilson. Do we have a second?

10 JIMMY DAVIS: Second.

11 TOMMY DUNN: Second Mr. Davis.

12 Any discussion? I want to add, we appreciate all our
13 volunteers, especially it's a great honor to be y'all's
14 fiftieth anniversary. I know y'all have served y'all's
15 community well. Thank y'all very, very much. Anyone
16 else? Hearing and seeing none, all in favor of the
17 motion show of hands. All opposed like sign. Show the
18 motion carries unanimously. Ms. Wilson.

19 CINDY WILSON: Mr. Chairman, may I
20 have all of our council members and our fire department
21 members down front.

22 PRESENTATION OF RESOLUTION

23 APPLAUSE

24 TOMMY DUNN: At this time we'll
25 be moving on to item number 2(b), R2021-027, a
26 resolution to congratulate the Wren School men's track
27 and field team for winning the 3A State Championship.
28 Honorable Jimmy Davis. Mr. Davis.

29 JIMMY DAVIS: Thank you, Mr.
30 Chair.

31 THIS IS A RESOLUTION TO CONGRATULATE THE WREN HIGH
32 SCHOOL MEN'S TRACK AND FIELD TEAM FOR WINNING THE 3A
33 STATE CHAMPION, AND OTHER MATTERS RELATED THERETO.

34 WHEREAS, Wren High School, an Anderson School
35 District 1 school, according to its mission statement,
36 strives to develop students' potential as productive
37 members of our democratic society; and

38 WHEREAS, high school athletics are known to have
39 short term and long term positive effects on student
40 athletes academically and otherwise; and

41 WHEREAS, shortly after Wren secured the 2021 Men's
42 Track and Field 3A team championship, its first since
43 2004, Coach Larry Clark told local media, this was one
44 of those years where it just kind of came together.
45 After not getting to have much of a season last year
46 due to the pandemic, you pray that your guys get to
47 make -- to do this kind of thing. For their sake they
48 deserve it; and

49 WHEREAS, Shyheim Scotland was instrumental in the
50 team championship, jumping six inches higher than his

1 nearest competitor and winning the individual state
2 title in the high jump.

3 NOW, THEREFORE, be it resolved that the Anderson
4 County Council hereby congratulates the Wren High
5 School Men's Track and Field team and the wider Wren
6 Community for winning this 3A State Championship, an
7 accomplishment that speaks to hard work and dedication
8 that makes our whole community proud.

9 RESOLVED in a meeting duly assembled this 1st day
10 of June, 2021.

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

12 TOMMY DUNN: Have a motion by

13 Mr. Davis. Have a second?

14 BRETT SANDERS: Second.

15 TOMMY DUNN: Second by Mr.

16 Sanders. Any discussion?

17 JIMMY DAVIS: Mr. Chair.

18 TOMMY DUNN: Yes, sir.

19 JIMMY DAVIS: I just want to
20 congratulate you all and Coach Clark and Dr. Young and
21 all the parents that put a lot of hard work in behind
22 the scenes. But young men, I'm proud of you. I told
23 you earlier I was a Wren graduate. I've got my blue
24 and gold on today to represent the Golden Hurricanes of
25 Wren. And I couldn't be more proud to have you here
26 tonight in Anderson County seat. I'm just ultra proud
27 of you. Thank you for all that you do and all the hard
28 work you put in. Thank you, Mr. Chair.

29 TOMMY DUNN: Thank you. Anyone
30 else? I'd just like to take this time to concur with
31 what Mr. Davis has said. Thank y'all very, very much.
32 Y'all represented Anderson County very, very well. And
33 y'all are going to make great leaders of Anderson
34 County one day. I appreciate what all y'all have done.
35 Again, the coaches, the staff and your family members
36 for all their sacrifices for what they done to get
37 y'all where y'all are at. Thank y'all very, very much
38 for what y'all do for Anderson County. Anyone else?
39 All in favor of the motion show of hands. All opposed
40 like sign. Show the motion carries unanimously.

41 JIMMY DAVIS: Mr. Chair, if I
42 could have council members come down and if you folks
43 will come up, we'll present you with the resolution.

44 PRESENTATION OF RESOLUTION

45 APPLAUSE

46 TOMMY DUNN: This part of our
47 meeting will be adjourned. We'll reconvene at six
48 thirty for our regular council meeting.

49

50 SPECIAL PRESENTATION MEETING ADJOURNED AT 6:13 P.M.

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

ANDERSON COUNTY
COUNTY COUNCIL MEETING
JUNE 1, 2021

PRESENT:
TOMMY DUNAWAY, CHAIRMAN
RAY GRAHAM
BRETT SANDERS
JIMMY DAVIS
CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
SETH RIDDLE

1 TOMMY DUNN: At this time I'd
2 like to call the regular Anderson County Council
3 meeting to order of June the 1st. Want to welcome
4 everyone here and thank y'all for coming.
5 We're going to do a couple of housekeeping things.
6 Tonight Mr. Wright will not be here. He's out of town.
7 And had something come up and not going to be able to
8 make it back. He was originally planning to be back,
9 but he's not going to be able to make it back. Sends
10 his regards.

11 And as y'all know or should know, our next --
12 unless something unforeseen happens, our next regular
13 council meeting, we should have a new council member
14 sitting up here with us; either Mr. Standards or Mr.
15 Davis. Election is tonight, then they'll take a couple
16 of days to get the votes certified and they'll be sworn
17 in. We'll help whoever that is out.

18 We're going to ask Honorable Councilman Ray Graham
19 to lead us in the invocation and pledge of allegiance.
20 Before we do that and rise, I'd like to ask everyone if
21 we would rise and take a moment of silence, first of
22 all for our military, just had Memorial Day. And
23 secondly, we lost a member of longstanding of our
24 Farmer's Market, Mr. Keesler. I'd like everyone to
25 keep the Keesler family in our thoughts and prayers
26 also. Amen. Mr. Graham.

27 RAY GRAHAM: Let us pray.

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

29 TOMMY DUNN: At this time we'll
30 be moving on to approval of the minutes of the May 4,
31 2021 council meeting. Are there any corrections to be
32 made to those?

33 CINDY WILSON: May I make a motion
34 that we accept the minutes as presented.

35 TOMMY DUNN: Yes, ma'am. We
36 have a motion by Ms. Wilson to accept the minutes of
37 May 4th. Have a second?

38 JIMMY DAVIS: Second.

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

43 Now moving on to May 18th minutes. Are there any
44 changes or corrections to be made to the May 18th
45 council meeting? Do we have a motion to move these
46 forward?

47 CINDY WILSON: So moved.

48 TOMMY DUNN: Motion by Ms.
49 Wilson to move forward. Do we have a second?

50 JIMMY DAVIS: Second.

1 TOMMY DUNN: Second Mr. Davis.
2 All in favor of the motion show of hands. All opposed
3 like sign. Show the motion carries unanimously.
4 Moving on to item number 4, citizens comments.
5 Mr. Harmon says we don't have none at this time.
6 LEON HARMON: No one is signed
7 up, Mr. Chairman.
8 TOMMY DUNN: Thank you, Mr.
9 Harmon.
10 At this time we're going to have item number 5,
11 report from the Finance Committee Meeting held on
12 Friday, May the 28th. Chairman Sanders. Mr. Sanders.
13 BRETT SANDERS: Thank you, Chairman
14 Dunn. From the Finance Committee, we had a vote to
15 transfer twenty-five hundred for meals for several
16 events, including the Saluda River Rally, Imagine
17 Anderson, the Bass Master Classic Events Host, and for
18 the High School World Finals. And that came before --
19 bring it before council as unanimous from the Finance
20 Committee.
21 TOMMY DUNN: Coming from the
22 Finance Committee doesn't need a second. Any
23 discussion? Seeing and hearing none, all in favor of
24 the motion show of hands. Show the motion carries
25 unanimously.
26 Moving on, Mr. Chairman.
27 BRETT SANDERS: Yes, sir, Mr.
28 Chairman, there was also a vote to allow our Deputy
29 Administrator to conduct business on the county's
30 behalf on a paving contract. I think that it is on our
31 agenda now and he just gave me the thumbs up;
32 everything is good. So I believe we'll be voting on
33 that.
34 TOMMY DUNN: Sounds good. We'll
35 take that up. Okay.
36 BRETT SANDERS: And then, thirdly,
37 we voted unanimously to send the third reading of the
38 budget to council. I would like to say that there's
39 not a tax increase in the proposed budget. There are
40 five new employees recommended for the Sheriff's
41 Department; one Building and Codes Inspector; one
42 Tourism Coordinator. There's also a two percent raise
43 recommended for all non-sheriff employees effective
44 July 2021. The sheriff will be implementing his --
45 round three of his pay plan effective July 2021. We
46 are maintaining two months of the fund balance to help
47 us maintain our good bond rating. We are providing
48 capital improvements for Kid Venture, the Civil Center,
49 Sports Complex, Dolly Cooper, among other locations
50 throughout the county. The ACES is thirty years old

1 and is in dire need of improvements. There is a
2 hundred and twenty-five thousand dollars allocated for
3 building demolition. There was also nine hundred and
4 twenty thousand dollars budgeted in the Home Program
5 Grant Fund, plus eight hundred and thirty-five thousand
6 in Browns Field Grant Funds. The American Rescue Plan
7 Funds are budgeted so that the county can begin
8 construction on much needed sewer improvement and
9 growth projects. We're recommending an additional ten
10 thousand for each council district's recreation account
11 due to the increase in recreational activities and
12 special projects throughout the county. And that's the
13 amendment. So I would think that we would need to vote
14 on the budget prior to the amendments.

15 TOMMY DUNN: Just got to get a
16 motion on the floor. Do you make a motion on the floor
17 to adopt the new budget?

18 BRETT SANDERS: I make a motion to
19 adopt the budget.

20 TOMMY DUNN: Okay. Now open the
21 floor up for discussion. Now you can make your
22 amendments.

23 BRETT SANDERS: I'd like to make
24 the amendments to the budget. It's before you in the
25 amendments which I went over. Most of them there is
26 taxed.

27 TOMMY DUNN: These are the
28 amendments that the Finance Committee meeting
29 discussed?

30 BRETT SANDERS: Yes, sir.

31 TOMMY DUNN: Friday.

32 BRETT SANDERS: Discussed them and
33 approved them on Friday.

34 TOMMY DUNN: All of us has got a
35 sheet in front of us with those amendments on it and
36 plenty of time to be talking about it. Are there any
37 discussions to the amendment? Seeing and hearing none,
38 all in favor of the amendment show of hands. Opposed
39 like sign. Show the motion carries unanimously.

40 Now back to the original budget. Any discussion?

41 JIMMY DAVIS: Mr. Chair?

42 TOMMY DUNN: Mr. Davis.

43 JIMMY DAVIS: I just want to
44 thank the Finance Committee and the county staff,
45 Administrator, for working so diligently to get us a
46 budget that works, is balanced and no tax increase.
47 That makes me really happy. So thank you, Mr. Chair.

48 TOMMY DUNN: Thank you.

49 RAY GRAHAM: Mr. Chair?

50 TOMMY DUNN: Mr. Graham.

1 RAY GRAHAM: Likewise, I just
2 want to thank the Finance Department. I know this is
3 the part of the year that they really have to, I'm
4 sure, put a lot of hard hours in as far as making
5 decisions and bringing back recommendations.
6 Also, for Chairman Sanders with his leadership and
7 guidance with the budget. I thought everything went
8 real smooth this year. We had a lot of questions, a
9 lot of stuff going on. The questions was answered in a
10 timely manner. And honestly, I think a lot of the
11 homework was done up-front, and that's just from
12 everybody working hard together to get the budget where
13 it needed to be to prevent any type of tax increase for
14 our citizens. So again, just want to commend each and
15 every one that had a part in that. Thank y'all so
16 much.
17 TOMMY DUNN: Thank you. Anyone
18 else?
19 CINDY WILSON: May I, Mr.
20 Chairman?
21 TOMMY DUNN: Ms. Wilson.
22 CINDY WILSON: Also, a big thank
23 you and it goes beyond even our Finance Department.
24 This county is such a wonderful county with such good
25 people and people from all over the world wanting to
26 come here to be amongst us. So that meant the value of
27 the mill increased, which was a big help, even in the
28 middle of a pandemic. So we're really blessed. Thank
29 you.
30 TOMMY DUNN: Thank you. Anyone
31 else?
32 BRETT SANDERS: Mr. Chairman?
33 TOMMY DUNN: Yes, sir.
34 BRETT SANDERS: Yeah, I'd also like
35 to thank everyone on the committee, Councilman Graham
36 and Councilman Wilson. I'd like to thank Ms. Rita
37 Davis, Jana Pressley, Mr. Neal back there. Those guys
38 put in a lot of work and every question that we have,
39 someone has to go back and work through those numbers
40 and bring them to us. And we're just blessed at
41 Anderson County to have you guys and your department.
42 I truly, truly thank you for making this an easy
43 process. Thank you.
44 TOMMY DUNN: Anyone else? All
45 in favor of the motion show of hands. All opposed like
46 sign. Show the motion carries unanimously.
47 Now I'd just like to add that -- I wasn't going to
48 jinx it. Just was going to make sure it was official
49 before I said anything. But I want to thank the
50 Finance Committee for all their hard work and due

1 diligence. I want to thank the Finance Department and
2 their staff for all what y'all do. And I want to thank
3 Mr. Burns and his leadership, all the staff, for coming
4 through and doing this.

5 I want to make a couple of notes. Since I've been
6 on council, and I'm starting my thirteenth year. I
7 think it's my thirteenth budget. This is the earliest
8 we've ever passed a budget. I think that's something
9 good. Not that we didn't do the work, but this is the
10 least amount of workshops we've ever had since I've
11 been on council, too, about passing the budget. Didn't
12 say there wasn't work done behind the scene. And I
13 want to thank everybody for doing that and the staff
14 for the meetings and Mr. Burns for getting this. And
15 Mr. Sanders for bringing this home and doing an
16 excellent job as Chairman of the Finance Committee.
17 Appreciate it very, very much and thank all of y'all.
18 Now we get to start all of our other work.

19 Mr. Graham, we've got an EMS contract to get done
20 here, so our work is not over. But a good part of this
21 is. I want to thank you very, very much.

22 Mr. Sanders.

23 BRETT SANDERS: Yeah, also, I
24 forgot to say that I had reached out to each council
25 member as we was working on the budget. Councilman
26 John Wright, Jr. is brought up to speed. And he was
27 one hundred percent in support of this budget, but he
28 had some mechanical issues and couldn't be here. But I
29 take great pride in everyone voting for this budget and
30 supporting it. And look forward to continuing working
31 with you. Thank you.

32 TOMMY DUNN: Thank you.

33 Moving on now, item number 7(a), second readings.
34 There are none.

35 Moving on to item number 8(a), Ordinance first
36 reading. This is an ordinance to amend the zoning map
37 to rezone +/- 1.03 acres from R-20 (Single-Family
38 Residential) to R-D (Residential Duplex) located at
39 Jackson Circle with tax map number 46-00-02-002 (Lot
40 1-A & Lot 2-A). And this is in Council District 4.
41 Ms. Hunter, do you have anything you want to say or
42 add?

43 ALESIA HUNTER: (Inaudible.)

44 BRETT SANDERS: I have one, Ms.
45 Hunter. I know that 2021-32 and 33, there was some
46 concerns with some homeowners. They had a HOA
47 agreement. Everyone was in favor of the zoning change,
48 but I think the property owner actually said they put
49 some restrictions on the adjoining property?

50 ALESIA HUNTER: Yes, sir. What the

1 developer has agreed to is with the property owners out
2 there is to set some restrictions through a HOA to
3 restrict further development and to try to maintain the
4 aesthetic requirements as they discussed. But they
5 were okay with the rezoning.

6 BRETT SANDERS: So we'll have
7 something to protect those citizens?

8 ALESIA HUNTER: Yes, sir.

9 BRETT SANDERS: By third reading?

10 ALESIA HUNTER: Yes.

11 BRETT SANDERS: That's great.

12 Thank you. Thank you for all your work.

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

15 BRETT SANDERS: So moved.

16 TOMMY DUNN: Motion Ms. Sanders;
17 second Ms. Wilson. Any discussion? Hearing none, all
18 in favor of the motion show of hands. Opposed like
19 sign. Show the motion carries unanimously.

20 Moving on to item number 8(b), 2021-033, an
21 ordinance to amend the zoning map to rezone +/- 1.25
22 acres from R-20 (Single-Family Residential) to R-D
23 (Residential Duplex) located at Jackson Circle. Tax
24 map 46-00-02-026 & -027. This again is Councilman
25 Sanders' district, District 4. Do we have a motion to
26 move this forward?

27 BRETT SANDERS: So moved.

28 TOMMY DUNN: Motion Mr. Sanders.

29 Do we have a second? Second by Ms. Wilson. Now any
30 discussion? Anybody have any questions or comments for
31 Ms. Hunter? Everybody good? Ms. Hunter, if you would
32 make sure to stay on top of this by third reading.
33 Make sure anything that should be on the deeds is
34 recorded on that.

35 ALESIA HUNTER: Yes, sir.

36 TOMMY DUNN: That's what they
37 was told. Want to make sure you hold them to that ---

38 ALESIA HUNTER: Yes, sir.

39 TOMMY DUNN: --- before we have
40 third reading on it. Anyone else? All in favor of the
41 motion show of hands. All opposed like sign. Show the
42 motion carries unanimously.

43 Moving on to item number 8(c), 2021-034, an
44 ordinance to amend the zoning map to rezone +/- 1.08
45 acres from C-2 (Highway Commercial District) to S-1
46 (Services District) located at 104 & 106 Chippewa Ln,
47 Williamston. Tax map number 220-06-01-003 and -004.
48 This would be in Council District 7. Do we have a
49 motion to put this on the floor?

50 CINDY WILSON: So moved.

1 TOMMY DUNN: Motion Ms. Wilson.
2 Do we have a second?
3 BRETT SANDERS: Second.
4 TOMMY DUNN: Second Mr. Sanders.
5 Now discussion. Ms. Wilson, do you have any comments
6 or questions or anything?
7 CINDY WILSON: This is just a
8 measure to reflect what the use of the property is
9 becoming. And it's more of a service rather than
10 commercial. Thank you.
11 TOMMY DUNN: Thank you. Anyone
12 else? All in favor of the motion show of hands.
13 Opposed like sign. Show the motion carries
14 unanimously.
15 We're going to be moving on to number 8(d),
16 2021-035, an ordinance to amend the zoning map to
17 rezone +/- 18.07 acres from PD (Planned Development)
18 & R-20 (Single-Family Residential) to R-A (Residential
19 Agriculture) located at 702 Belton Hwy, Williamston.
20 Tax map number 222-00-03-007, and also 221-00-09-042,
21 and 221-00-09-043. This is also in Ms. Wilson's,
22 District 7's district. Do we have a motion to put this
23 on the floor?
24 CINDY WILSON: So moved.
25 TOMMY DUNN: Motion by Ms.
26 Wilson. We have a second from Mr. Sanders. Now
27 discussion. Ms. Wilson.
28 CINDY WILSON: It's just again the
29 actual use of the property. It's by the Career and
30 Technology Center and will be incorporated into their
31 property. And it had been a planned development
32 zoning, but it's going to agricultural to reflect their
33 actual use. Thank you.
34 TOMMY DUNN: Thank you. We have
35 a motion and a second. Anymore discussion? All in
36 favor of the motion show of hands. All opposed like
37 sign. Show the motion carries unanimously.
38 We have item number 8(e), 2021-036, an ordinance
39 to amend section 38-311 (e), section 38-313 (3), and
40 section 38-43 (d) of the Code of Ordinances, Anderson
41 County, South Carolina so as to update the stormwater
42 provisions of these ordinances; and other matters
43 related thereto.
44 I think this is something that we got a letter
45 from DHEC telling us that they didn't like the way our
46 stormwater ordinance read, in a nutshell, I think. Mr.
47 Harmon.
48 LEON HARMON: Yes, Mr. Chairman,
49 and members of council, there's a typo in that title.
50 That third one should be 38-314 (d). I will have that

1 corrected by second reading.
2 TOMMY DUNN: Okay.
3 LEON HARMON: And you're correct,
4 Mr. Chairman. We have received a letter from DHEC
5 asking that we modify our program such that,
6 particularly with respect to a larger common plan of
7 development, which often occurs with summary plats, and
8 that's what 314 is about, that we require stormwater
9 plans where there's even the potential to disturb more
10 than one acre of property during the development of
11 those lots. So that's what, that's what these
12 modifications are in section 311, section 313, section
13 314, is to provide our staff with the tools to do
14 exactly that and administer this in the manner that
15 DHEC is asking us to do.
16 TOMMY DUNN: Do we have a motion
17 to put this on the floor?
18 CINDY WILSON: So moved.
19 TOMMY DUNN: Motion Ms. Wilson.
20 Do we have a second? Second Mr. Davis. Now
21 discussion. Any discussion? Everybody good?
22 Everybody understand? All in favor of the motion show
23 of hands. Opposed like sign. Show the motion carries
24 unanimously.
25 Item number 9, resolutions. 9(a), R2021-028, a
26 Resolution to name Seth A. Riddley as Assistant Clerk
27 to County Council to serve during the absence of the
28 Clerk to Council; and other matters related thereto.
29 Do we have a motion to put this on the floor?
30 CINDY WILSON: So moved.
31 TOMMY DUNN: Motion Ms. Wilson;
32 second Ms. Graham. Open the floor up for discussion.
33 Seth, I don't know. My name is by this. I'm firing
34 Phyllis, Ms. White, who I thought done an excellent
35 job, but she's getting fired. Poor Chris don't even
36 get a promotion and get a chance for this. I don't
37 know where we're going with this, so watch out here.
38 Ms. Wilson.
39 CINDY WILSON: Just wanted to say
40 thank you to Seth for stepping into the role until Ms.
41 Lacey is able to come back. We really appreciate it.
42 Thank you.
43 RAY GRAHAM: Mr. Chairman?
44 TOMMY DUNN: Ms. Graham.
45 RAY GRAHAM: I really think that
46 is making Chris the smart one, though. You notice he's
47 trying to stay low. He don't want to get involved in
48 that. Smart move, Chris. Appreciate that, Seth.
49 TOMMY DUNN: Anyone else? Mr.
50 Sanders.

1 BRETT SANDERS: Yeah, I'd just like
2 to make sure that everyone gives a thank you out to Ms.
3 White. She worked hard. I know she had a lot on her.
4 And I look forward to working with Mr. Riddley. He
5 helps me on a lot of things already, so ...

6 TOMMY DUNN: I'm glad you can be
7 the one to break the news to Ms. White, she's fired.

8 BRETT SANDERS: Okay.

9 TOMMY DUNN: I want to say
10 appreciate it, too, Seth. And also, let's keep Ms.
11 Lacey in our thoughts and prayers. Hope she has a
12 speedy recovery and she can get some relief. She has
13 really been in some -- had some difficulty of late.
14 And we can get her straightened out. Appreciate the
15 job Seth has done. I also thank Ms. White for the job
16 she's done and Chris also for what they done and
17 everything. Everybody pulling together. That's what
18 Anderson County is all about, making sure the job is
19 done. And Seth has done an outstanding job filling in.
20 And this is just -- everybody know that don't
21 understand, this is having to be done in a formality
22 where he can sign -- Seth can sign legal papers and
23 papers that comes up and everything, to keep everything
24 legal. Anyone else? All in favor of the motion show
25 of hands. Opposed like sign. Show the motion carries
26 unanimously.

27 Moving on to item number 10, bid approvals. This
28 is 10(a); this is from Anderson County Transportation
29 Committee, resurfacing number 117, 118, 119 resurfacing
30 projects. Mr. Carroll.

31 ROBERT CARROLL: Thank you, Mr.
32 Chairman. This is for the roads in the town of
33 Williamston, West Pelzer and Starr. About .36 miles of
34 paving. Staff recommends award to Pickens
35 Construction, six hundred ninety-six thousand eight
36 hundred thirty-nine dollars.

37 TOMMY DUNN: We've heard from
38 the request. The low bid was Pickens. Do we have a
39 motion to move this forward?

40 BRETT SANDERS: So moved.

41 TOMMY DUNN: Motion Mr. Sanders
42 and second Ms. Wilson. Any discussion? Are we still
43 on schedule? However the take care of this, they're
44 going to be able to get on schedule and take care of
45 this?

46 ROBERT CARROLL: Yes, sir.

47 TOMMY DUNN: Good. Go ahead,
48 Mr. Graham.

49 RAY GRAHAM: I'm sorry. I'm
50 trying to get my microphone on. Just because I know

1 I'm going to get a phone call from the great mayor of
2 Starr later on tonight or in the morning. What are we
3 looking at starting point? I mean, just roughly?
4 TOMMY DUNN: Hang on a minute.
5 Mr. Hopkins, you might be able to answer that a little
6 bit -- can you answer that question a little bit better
7 for Mr. Graham? Ball park?
8 ROBERT CARROLL: Well, I'll answer
9 the first part. We'll send them a notice of award
10 tomorrow. It usually takes about a week to ten days to
11 get the bonds and the contract back signed. And then
12 after that they've got roughly ten days to basically
13 have a preconstruction meeting and go from there.
14 RAY GRAHAM: Okay.
15 ROBERT CARROLL: They have a finish
16 date -- all these contracts that we've brought to you
17 over the last month have a finish date of November
18 30th.
19 RAY GRAHAM: That's what I
20 needed right there. That's good enough. Thank you so
21 much.
22 TOMMY DUNN: Thank you, Ray.
23 Appreciate it. Thank y'all, Mr. Carroll. Thank y'all.
24 Any more discussion? All in favor of that motion show
25 of hands. Opposed like sign. Show the motion carries
26 unanimously.
27 We're going to be moving on now to item number 11,
28 appointments. Does anybody have any that I'm not aware
29 of?
30 Requests by council members. I know the one we
31 got from District 1, Mr. Wright, he said he'll take
32 care of it next council meeting. Does anyone have any
33 I'm not aware of?
34 Administrator's report.
35 RUSTY BURNS: Nothing at this
36 time, Mr. Chairman.
37 TOMMY DUNN: Item 14, discussion
38 of scheduled county council meeting of July the 6th.
39 The 4th is on a Sunday. Do we have a motion not to
40 have one on the 6th?
41 RAY GRAHAM: I make a motion.
42 TOMMY DUNN: Mr. Graham makes a
43 motion not to have one on the 6th. Mr. Sanders seconds
44 that motion. Any discussion? My thing is, I talked to
45 staff on this, if something comes up and we need to
46 have a meeting, we'll have one -- between now and then
47 if something comes up with economic development or
48 something we have to on time lines about reading
49 something, we'll do something. If not, our next
50 regular meeting will be the third Tuesday of July. All

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

3 Moving on now to item number 15, citizens
4 comments. When Mr. Harmon calls your name, please
5 state your name and district for the record. Address
6 the chair. You've got three minutes.

7 LEON HARMON: Mr. Chairman, first
8 citizen signed up is Cindy O'Bryan.

9 CINDY O'BRYAN: Good evening. My
10 name is Cindy O'Bryan and I'm a member -- or resident
11 of District 5, Chairman Dunn's district. And I just
12 want to thank the council, Chairman Dunn and Mr.
13 Wright, for being at the Center Rock meeting that we
14 had a couple of weeks ago and being able to voice -- as
15 residents being able to voice our views. And just
16 appreciate him setting that up for us.

17 Also, I just wanted to say -- and I know most of
18 you have been bombarded with emails from our -- the
19 River Forks community. I'm just kind of speaking on
20 behalf of all of our community members. We are
21 passionate about stopping this water park just to save
22 our community. We are -- we look forward to having
23 discussions with our county leadership on how we can
24 become part of the solution and not be -- we don't want
25 to be a problem. We don't want for y'all to look at
26 our names on emails and say there they are again. But
27 we want to be a part of the solution.

28 And among our neighbors and residents, we are
29 talking about how we can do that. I know some people
30 say that's not -- it won't stick. But as I said, we
31 area passionate about our rural community. And so I
32 just wanted to make those comments. And thank you for
33 the community to stand here. I have a voice within our
34 county. Thank you.

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

37 LEON HARMON: Next speaker, Jill
38 O'Connor.

39 JILL O'CONNOR: Good evening. My
40 name is Jill O'Connor. I'm from District 5. I also
41 wanted to thank the council members for hosting a
42 public meeting regarding River Forks Recreation. I and
43 my fellow neighbors appreciate the four hours it took
44 to listen to the questions and concerns of the two
45 hundred people in attendance, with an overwhelming
46 majority of the attendants in opposition, the water
47 park and Lake Hartwell Development Group, we hope those
48 council members who weren't able to attend the meeting
49 are able to watch and listen to the video recording of
50 the meeting. I hope that you're able to do that so

1 that you can hear all the excellent concerns the
2 residents of Anderson County have regarding proceeding
3 with Lake Hartwell Development Group on any further
4 projects.

5 Additionally, I would like to get a copy of the
6 operational agreement between Anderson County and Lake
7 Hartwell Development Group, that I have asked for
8 multiple times and not received, despite the statement
9 of transparency being important to Anderson County.
10 The blank copy that I received on Thursday is useless.

11 I have also asked for a copy of the video
12 recording of the public meeting. Anderson County has
13 responded that they did not record the meeting, despite
14 the pictures and videos that show the video equipment
15 recording the meeting. If it wasn't the county that
16 did the recording, could I please get information as to
17 who did the recording or who gave them permission.

18 Thank you very much for your time and
19 consideration.

20 TOMMY DUNN: Thank you.

21 LEON HARMON: Next speaker is Dan
22 O'Connor.

23 TOMMY DUNN: Thank you.

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

26 TOMMY DUNN: Thank y'all.

27 Now we'll be moving on to remarks from council
28 members. Ms. Wilson.

29 CINDY WILSON: If y'all will look
30 at your schedules, let's try and get our Conservation
31 Development Design measures fully fleshed out and
32 whatever input remains from the development community
33 and try to put those into our ordinance soon. I know
34 this is a short week and it would be short notice.
35 What do y'all think of next Friday -- next Monday or
36 next Friday? Friday is bad? So let's aim for Monday
37 the 7th. And what time is convenient for y'all?

38 TOMMY DUNN: I think he said
39 afternoon; didn't you?

40 BRETT SANDERS: Well, I can do that
41 early, yeah. Eight a.m. suits me fine.

42 CINDY WILSON: What time?

43 TOMMY DUNN: Eight a.m.

44 CINDY WILSON: Somebody is going
45 to have to give me a wake-up call.

46 TOMMY DUNN: You watching your
47 shows?

48 CINDY WILSON: I used to get up at
49 three, four and five in the morning, but I haven't in a
50 while. Okay. Eight a.m. Monday the 7th. And I'll

1 talk with Ms. Alesia about getting all of our paperwork
2 together. And I really do appreciate everyone working
3 so hard on this. We have a wonderful county. Thank
4 you.

5 TOMMY DUNN: Thank you.
6 Mr. Graham.

7 RAY GRAHAM: Ms. Wilson, I'll
8 call you on my second break. I'll call you on my
9 second break and get you up.

10 Just a reminder. I know everybody knows this, but
11 RFPs with the EMS system, we're kind of waiting on the
12 budget and getting it finished up, but we are -- we're
13 fixing to hit the ground running with that. I know a
14 lot of the entities that's providing service, they're
15 going to start getting itchy, wanting to know where we
16 stand with everything. Please just refrain from I
17 guess having to speculate, just let them know that
18 we're going through the system and that as we start
19 making decisions and getting ideas as far as what
20 direction we're going, we will definitely include them
21 on it, as well.

22 But don't -- biggest thing is to remind people to
23 be patient because there is a system in place. I feel
24 real good about it. It's not going to be a simple
25 decision. It's not going to be a simple task to
26 determine which direction we need to go as the county.
27 But I think it's a very important decision as far as
28 what direction we need to go. And to truly be able to
29 bring to council with some ideas on what direction we
30 need to go, we need to make sure that we do it right.
31 And with that I do not want to rush it.

32 I will say that we will be pursuing extending the
33 existing contract. No way around that, because, again,
34 we do not want to rush this. So we'll probably be
35 having a public safety meeting soon as far as looking
36 at that. But I mean, the biggest thing is we just want
37 to make sure we do the right decision on this.

38 That's all I've got, Mr. Chairman. Thank you.

39 TOMMY DUNN: Thank you, Mr.
40 Graham. Mr. Harmon, when will that existing contract
41 -- does it expire the first of July?

42 LEON HARMON: They expire the end
43 of June.

44 TOMMY DUNN: End of June?

45 LEON HARMON: So first of July;
46 yes, sir.

47 TOMMY DUNN: We need to get on
48 the fast track then and get that some another where
49 they extend that for ever how many days.

50 LEON HARMON: We'll try to get

1 that on the next agenda, which will be the 15th; June
2 15th.

3 TOMMY DUNN: Thanks. And also,
4 Mr. Graham, I believe I was told some of that paperwork
5 that people has turned in is pretty thick. Give people
6 time to go through it, too.

7 RAY GRAHAM: It literally is a
8 tote and a half. When I say a tote, literally a tote
9 and a half of documents and stuff.

10 TOMMY DUNN: Appreciate all the
11 work you're doing on that and look forward to working
12 with you on that.

13 Mr. Sanders.

14 BRETT SANDERS: Nothing at this
15 time, sir.

16 TOMMY DUNN: Thank you.

17 Mr. Davis?

18 JIMMY DAVIS: Nothing, sir.

19 TOMMY DUNN: Thank you.

20 Again, I want to appreciate everybody, all the
21 council members for the work on the budget and getting
22 where we are now. We've got several other projects
23 coming up.

24 Mr. Davis, can you get with John Wright? I want
25 to make sure -- if we have to do Zoom or something
26 another, and get with Mr. Carroll and try to have
27 another meeting on the purchase and procurement things.
28 I know you've got -- we'll get you caught up on that.

29 And Mr. -- we had some information we got. We
30 want to make sure you get all that if you haven't. I
31 know you've got some ideas, but I would like to have a
32 first reading on something by our June 15th meeting.
33 July 15th meeting. Be June 15th, our next meeting. We
34 ought to be able to have something by our next meeting.
35 Two weeks from tonight. Today is just June 1st. It
36 ain't July 1st. You want to probably start popping
37 firecrackers. Appreciate it.

38 Now, for the lady that addressed us a while ago,
39 Ms. O'Connor, Anderson County did not -- I repeat --
40 did not film that thing that was at Center Rock Fire
41 Station. We had nothing to do with it. I don't know
42 who done it. They was already set up when we got down
43 there. Paul Brown was the one that filmed it. You
44 might can talk to him and see who hired him or paid
45 him. But Anderson County had nothing to do with that.
46 Now, we was running -- that gentleman sitting right
47 over there, Mr. Chris, he was running the slide show.
48 We did not do no recording.

49 Mr. Harmon, you get anything we've got on Lake
50 Hartwell Properties, any agreements we've got,

1 yourself, get it to them this week.

2 LEON HARMON: I'll do that, Mr.

3 Chairman.

4 TOMMY DUNN: Okay. Anyone else?

5 Meeting be adjourned. Appreciate it.

6

7

MEETING ADJOURNED AT 7:07 P.M.



AGENDA
ANDERSON COUNTY COUNCIL
PURCHASING AD-HOC COMMITTEE MEETING
Monday, June 14, 2021 at 1:30 p.m.
Anderson County Historic Courthouse
Administrator's Conference Room
101 South Main Street, Anderson, South Carolina 29624
Chairman Jimmy Davis, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Brett Sanders

3. PURCHASING ORDINANCE

Hon. Jimmy Davis

4. CITIZENS COMMENTS

5. ADJOURNMENT

Hon. Jimmy Davis

Tommy Dunn
Chairman, District Five

John B. Wright, Jr.
District One

Ray Graham
District Three

M. Cindy Wilson
District Seven

Brett Sanders
V. Chairman, District Four

Glenn Davis
District Two

Jimmy Davis
District Six

Lacey Croegaert
Clerk to Council


Rusty Burns
County Administrator

Ordinance #2021-032

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 +/- 1.03 acres from R-20 (Single Family Residential) to R-D (Residential Duplex) on a parcel of land, identified as Jackson Circle in the Fork No. 1 Precinct shown in Deed Book 13059 page 164. The parcel is further identified as part of TMS #46-00-02-002 (Lot 1-A & Lot 2-A).

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to R-D for +/- 1.03 acres of TMS #46-00-02-002 (Lot 1-A & Lot 2-A) described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on April 14, 2021, during which it reviewed the proposed rezoning from to R-20 to R-D +/- 1.03 acres of TMS #46-00-02-002 (Lot 1-A & Lot 2-A) described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on June 1, 2021 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 R-D +/- 1.03 acres of TMS 46-00-02-002 (Lot 1-A & Lot 2-A) 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 2021-032

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Seth A. Riddley
Interim Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1 st Reading:	June 1, 2021
2 nd Reading:	June 15, 2021
3 rd Reading:	July 6, 2021
Public Hearing:	June 1, 2021

Ordinance #2021-033

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 +/- 1.25 acres from R-20 (Single Family Residential) to R-D (Residential Duplex) on 2 parcels of land, identified as Jackson Circle in the Fork No. 1 Precinct shown in Deed Book 14195 page 183. The parcels are further identified as TMS #46-00-03-026 & #46-00-03-027.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to R-D for +/- 1.25 acres of TMS #46-00-03-026 & #46-00-03-027 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on April 14, 2021, during which it reviewed the proposed rezoning from to R-20 to R-D +/- 1.25 acres of TMS #46-00-03-026 & #46-00-03-027 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on June 1, 2021 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 R-D +/- 1.25 acres of TMS #46-00-03-026 & #46-00-03-027 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 2021-033

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Seth A. Riddley
Interim Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading: June 1, 2021

2nd Reading: June 15, 2021

3rd Reading: July 6, 2021

Public Hearing: June 1, 2021

Ordinance #2021-034

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 +/- 1.08 acres from C-2 (Highway Commercial) to S-1 (Service District) on a parcel of land, identified as 104 & 106 Chippewa Ln in the Williamston Mill Precinct shown in Deed Book 14262 page 300. The parcel is further identified as TMS #220-06-01-003 & TMS #220-06-01-004.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from C-2 to S-1 for +/- 1.08 acres of TMS #220-06-01-003 & TMS #220-06-01-004. described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on April 14, 2021, during which it reviewed the proposed rezoning from to C-2 to S-1 +/- 1.08 acres of TMS #220-06-01-003 & TMS #220-06-01-004. described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on June 1, 2021 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 C-2 to S-1 +/- 1.08 acres of TMS #220-06-01-003 & TMS #220-06-01-004. 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 2021-034

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Seth A. Riddley
Interim Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1 st Reading:	June 1, 2021
2 nd Reading:	June 15, 2021
3 rd Reading:	July 6, 2021
Public Hearing:	June 1, 2021

Ordinance #2021-035

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 +/- 18.07 acres from PD (Planned Development) & R-20 (Single Family Residential) to R-A (Residential Agricultural) on 3 parcels of land, identified as 702 Belton Highway in the Williamston Mill Precinct shown in Deed Book 10154 page 39, Deed Book 13038 page 54 & Deed Book 13038 page 50. The parcels are further identified as TMS #222-00-03-007, TMS #221-00-09-042 & TMS #221-00-09-043.

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 PD & R-20 to R-A for +/- 18.07 acres of TMS #222-00-03-007, TMS #221-00-09-042 & TMS #221-00-09-043. described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on April 14, 2021, during which it reviewed the proposed rezoning from to PD & R-20 to R-A +/- 18.07 acres of TMS #222-00-03-007, TMS #221-00-09-042 & TMS #221-00-09-043. described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on June 1, 2021 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 PD & R-20 to R-A +/-18.07 acres of TMS #222-00-03-007, TMS #221-00-09-042 & TMS #221-00-09-043 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 2021-035

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Seth A. Riddley
Interim Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1 st Reading:	June 1, 2021
2 nd Reading:	June 15, 2021
3 rd Reading:	July 6, 2021
Public Hearing:	June 1, 2021

ORDINANCE NO.: 2021-036

AN ORDINANCE TO AMEND SECTION 38-311 (e), SECTION 38-313(3), AND SECTION 38-314(d) OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA SO AS TO UPDATE THE STORMWATER PROVISIONS OF THESE ORDINANCES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County has been designated as a regulated small municipal separate storm sewer system (SMS4) and operates under a General NDPS Permit issued by the South Carolina Department of Health and Environmental Control (DHEC);

WHEREAS, the SMS4 General Permit requires the SMS4 Permittee, among other things, to require stormwater controls for disturbance of sites of one acre or more, including those sites which are part of a larger common plan of development;

WHEREAS, Article V of Chapter 38 of the Code of Ordinances, Anderson County, South Carolina sets forth the requirements for stormwater management and sedimentation control; and

WHEREAS, the Anderson County Council, consistent with the DHEC requirements for stormwater management within SMS4s, desires to update the stormwater provisions of various sections of Chapter 38 of the Code of Ordinances.

NOW THEREFORE, be it ordained in meeting duly assembled that:

1. Section 38-311(e) of the Code of Ordinances, Anderson County, South Carolina is hereby amended to read as follows:

(e) Approval of the preliminary plat constitutes general approval by the planning commission of the road alignments, dimensions, layout, shape of lots and proposed right of ways. However, review and approval by other departments and governmental agencies must also be obtained, including, but not limited to, Stormwater permits from Anderson County Stormwater Managements and the Department of Health and Environmental Control (DHEC), which must be obtained prior to beginning land disturbing activity. A list of appropriate review agencies shall be maintained and available at the planning commission office. This list shall be periodically reviewed and updated.

2. Section 38-313 (3) of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

(3) The proposed Stormwater Management and Sediment Control Plan, as submitted to Anderson County Stormwater Management and/or DHEC, showing proposed structures, pipe sizes, drainage easements, pipe locations, basins (if required), approximate cross section details for handling water from roads and property and all associated calculations

to substantiate the drainage plan. Upon receipt of the approved plan from Anderson County Stormwater Management and DHEC, and prior to commencement of grading, the approved plan shall be submitted to the subdivision administrator.

3. Section 38-314(d) of the Code of Ordinances, Anderson County, South Carolina is hereby amended to read as follows:

(d) In the case of summary plats which contain up to seven lots, the subdivider shall not be required to submit a drainage plan or contour maps required by section 38-312(9) for the purpose of obtaining summary plat approval. However, if a total of one acre or more of land will collectively be disturbed on the lots, regardless of timing, drainage and contour maps will be necessary to meet the requirements of Anderson County Stormwater Management and DHEC.

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

5. 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.

6. 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.

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

ORDAINED in meeting duly assembled this _____ day of _____, 2021.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Seth A. Riddley
Assistant Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

ORDINANCE NO. 2021-040

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE V (PURCHASING), SECTIONS 2-631, 2-634, 2-638, 2-639, 2-640, 2-643, 2-649, AND 2-654 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED HERETO.

WHEREAS, the Procurement Ad-Hoc Committee of the Anderson County Council was appointed to review and recommend revisions to Section 2, Article V (Purchasing) of the Code of Ordinances, Anderson County, South Carolina;

WHEREAS, the Procurement Ad-Hoc Committee has met on multiple occasions and has recommended revisions to Section 2, Article V (Purchasing) of the Code of Ordinances, Anderson County, South Carolina; and

WHEREAS, Anderson County Council desires to amend certain provisions of Section 2, Article V (Purchasing) of the Code of Ordinances, Anderson County, South Carolina.

NOW THEREFORE, be it ordained by the County Council of Anderson County, South Carolina in meting duly assembled that:

1. Sections 2-631, 2-634, 2-638, 2-639, 2-640, 2-643, 2-649 and 2-654 of the Code of Ordinances, Anderson County, South Carolina, are hereby amended to read as shown in Exhibit A (final version) and B (a compare version with the current Code), attached hereto and made a part hereof.
2. The remaining terms and provisions of the Code of Ordinances, Anderson, South Carolina, not revised or affected hereby remain in full force and effect.
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. Should any part or portion 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 and be in full force upon Third Reading and Enactment by Anderson County Council.

ENACTED in meeting duly assembled this ____ day of _____ 2021.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn
Chairman

Seth A. Riddley
Asst. Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

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

ARTICLE V. - PURCHASING

FOOTNOTE(S):

--- (19) ---

Cross reference— Purchasing director, § 2-266 et seq.

State Law reference— County required to develop and adopt procurement laws, S.C. Code 1976, § 11-35-50.

DIVISION 1. - GENERAL

Sec. 2-601. - 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:

Agency and using agency means and includes any department, office, board, commission or other organizational unit for which the council has line-item budgetary authority and whose affairs or funds are under the control of the council.

Bidders list means a current file of sources of supply of articles for each category of commodities repetitively purchased for county use.

Contractual services means and includes any telephone, gas, water, electrical light and power services; towel, window washing and cleaning service; the rental of equipment and machinery; and all other types of agreements under which the contractor provides services which are required by the county government but not furnished by its own employees; provided, however, that contractual services shall not include legal advertising and purchases of space for legal advertising which shall not be subject to the provisions of this article. Such contracts may be in the form of a "contract" under which certain services will be provided for a specified period of time at an agreed-upon cost.

Inventory means the annual capital asset inventory required by section 2-612, annual capital asset inventory, of this article.

Irresponsible bidder means and includes any bidder or prospective bidder who fails to furnish, upon written request, proof of his responsibility and who has, as a vendor or contractor with the county, repeatedly made slow or unsatisfactory deliveries; or who has violated, or attempted to violate, the provisions of this article.

Personal services means and includes the services of janitorial, office machine repair, elevator repair or other individuals possessing technical type repair or service skills.

Responsible bidder means and includes any bidder who submits a responsive bid; who has furnished, when requested, information and data to prove that his financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the supplies, materials, equipment or contractual services on which he bids; and who has not violated, or attempted to violate, any provisions of this article.

Responsive bid means and includes any offer submitted by a responsible bidder in ink or typewritten on the prescribed form to furnish supplies, materials, equipment or contractual services in conformity with the specifications, delivery terms and conditions, and other requirements included in the invitation for bids.

Supplies, materials and equipment means and includes any articles or things which shall be furnished to or used by any agency, including any printing, binding or publication of stationery, forms, laws, journals and reports, but excluding services or materials furnished "in kind" in lieu of cash to indigents.

(Ord. No. 394, Div. 1, § 1, 10-5-93; Ord. No. 2004-055, § 2A, 1-18-05; Ord. No. 2009-006, § 1(Exh. A), 9-1-09)

Cross reference— Definitions generally, § 1-2.

Sec. 2-602. - Placement and operation of vending machines, food services, pay telephone and other concessions on county property.

- (a) Generally. All vending machines, food service operations, or other concessions to be placed and operated in any building or on any property owned or occupied by any department or agency of the county shall be secured through a process of competitive bidding, if it is to the advantage of the county to do so.
- (b) Installation commission basis. Unless specifically exempted by the County Council, no vending machine, pay telephone or other concession device shall be purchased by the county. All concessions shall be placed and operated on an installation/commission basis.
- (c) Disposition of commissions. All commissions earned from any concession on county property shall be deposited with the county treasurer through the finance department, to be credited to the general fund except as otherwise approved by the County Council.
- (d) Applicability. This section shall apply to all property owned or leased by the county, including, but not limited to, the administration buildings, courthouses, law enforcement center, public works center, environmental solid waste disposal sites or any other property occupied by any county department or agency.
- (e) Exemptions. This section shall not apply to any concession granted to a blind person or to the state commission for the blind pursuant to the provisions of S.C. Code 1976, §§ 1-1-520 and 43-25-70. The County Administrator may grant manual concessions to any handicapped person in preference to any other person submitting a bid under

the purchasing ordinance. This section shall not apply to concessions operated on property leased by the county to any other person or agency and concessions at the civic center and detention center shall not be subject to these policies, but be credited to the center in which commissions are generated for public purposes as stated by the directors.

(Ord. No. 394, Div. 2, § 2, 10-5-93; Ord. No. 2009-006, § 1(Exh. A), 9-1-09); Ord. No. 2017-035, 10-03-2017)

Sec. 2-603. - Centralized purchasing required.

It shall be the policy of the County Council that goods and services required by county agencies shall be procured by the use of centralized purchasing procedures unless specifically exempted by County Council.

(Ord. No. 394, Div. 3, § 1, 10-5-93; Ord. No. 2009-006, § 1(Exh. A), 9-1-09)

Sec. 2-604. - Petty cash expenditures revolving fund.

There is hereby established the petty cash expenditures revolving fund to be administered by the finance director or his designee. Any purchase estimated to cost under \$50.00 may, with the approval of the finance director or his designee, be made from this fund.

The finance director or his designee shall formulate policies for the disbursement of and accounting for any monies in this fund.

(Ord. No. 394, Div. 3, § 15, 10-5-93; Ord. No. 2009-006, § 1(Exh. A), 9-1-09),

Sec. 2-605. - Purchase order required.

Any purchase made pursuant to this article with county funds shall be recorded on a purchase order bearing the quantity and description of each item to be purchased.

(Ord. No. 394, Div. 3, § 16, 10-5-93; Ord. No. 2009-006, § 1(Exh. A), 9-1-09)

Sec. 2-606. - Sales of county property.

Any items of personal property belonging to the county which are declared by the County Administrator to be obsolete or surplus may be sold to the highest responsible bidder. The purchasing director shall ensure that the procedures described in this section are followed, according to the estimated dollar salvage value of the goods to be sold; provided, however, that the administrator or designee may order such goods to be sold at public auction pursuant to proper public notice in lieu of sealed or written bids. In the event it is determined by the purchasing director to be in the economic interest of the county, surplus or used equipment and properties may be used for trade-in on purchases of like-kind new equipment and properties with approval of the administrator. The

purchasing director shall demonstrate these advantages to the administrator and obtain his consent to proceeding with the trade-in and purchase. Each separately identifiable capital asset of the county, whether attached to or added on to some other county asset or not, as reflected on each county department's annual capital asset inventory, shall be treated as a separate item of personal property for purposes of this section. Notwithstanding the foregoing and upon request by a local governmental entity or a not for profit organization, obsolete or surplus property may be transferred to the requesting entity provided the purchasing director decides any property to be transferred is of such little value that the economic interest of the county will not be adversely affected; any such transfer must be approved [by] the County Administrator or his/her designee. County Council shall be notified in advance and approve publicly all dispositions of county property made under this section.

(Ord. No. 394, Div. 3, § 17, 10-5-93; Ord. No. 96-032, § I, 1-21-97; Ord. No. 2004-055, § 2B, 1-18-05; Ord. No. 2009-006, § 1(Exh. A), 9-1-09; Ord. No. 2011-002, § 1, 2-15-2011; Ord. No. 2012-020, § 1, 6-5-2012); (Ord. No. 2015-028, 10-06-2015), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-607. - Purchasing files.

- (a) **Generally.** The purchasing director shall develop and maintain a list of vendors who offer supplies, materials, equipment or contractual services normally required by county agencies. The purchasing director shall record on the bidders list any significant history of trade with a vendor, whether favorable or unfavorable, for the purpose of determining whether a given vendor is a responsible bidder. The status of a given vendor may be reviewed from time to time by the purchasing director.
- (b) **Catalog file.** The purchasing director shall develop and update from time to time a file of catalogues for supplies, materials and equipment normally required by county agencies.

(Ord. No. 394, Div. 3, § 18, 10-5-93; Ord. No. 2009-006, § 1(Exh. A), 9-1-09), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-608. - Central supplies and services.

- (a) **Generally.** The purchasing director or other person designated by the administrator may maintain centralized stocks of such items which are normally used by county agencies. Items stocked will be at the discretion of the purchasing director. Purchases of stocked items must be made in accordance with procedures set forth in this Article V with the approval of the administrator and notification to County Council.
- (b) **Inventory.** The purchasing director or other persons designated shall inventory all such items no less than annually, whether by means of physical counts or perpetual records, certified by periodic physical counts. Copies of all records contemplated under this subsection shall be made available to County Council and the administrator upon request.

- (c) Accounting. The purchasing director or designee shall maintain central supply and service accounts for each class of such items and related services. Purchases of items of stock shall be charged to such accounts.

When such items or related services are provided to county agencies, the purchasing director or his designee shall charge the using department an amount representing the cost of such items or services, and shall credit an equivalent amount to the appropriate central supply and service account.

- (d) Requisitions. Any county agency requiring any goods or services, whether or not stock is available from central supplies and services, shall request such by submitting a requisition to the purchasing department. Such requisition shall be in that form required by the purchasing department.

(Ord. No. 394, Div. 3, § 20, 10-5-93; Ord. No. 96-032, § II, 1-21-97; Ord. No. 2009-006, § 1(Exh. A), 9-1-09), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-609. - Personal interests.

- (a) Conflicts of interest. Any purchase or contract within the purview of this article in which the purchasing director or any officer or employee of the county is financially interested, directly or indirectly, or which is, in any other manner, in conflict with state or local ethics laws, as they may be amended from time to time, shall be void if the other party knew or should have known of the interest or conflict; provided, however, that, before the execution of a purchase or contract, the County Administrator shall have the authority to waive compliance with this section when he finds such interest to be so remote or indirect as to be inconsequential and not in violation of law. No employee or elected official of the county may bid on a county contract if that individual is authorized to exercise decision making authority or responsibility with regard to that contract.

- (b) Gratuities.

- (1) Acceptance prohibited. The acceptance of any gratuity in the form of cash, merchandise or any other thing of value by an employee of the county from any person to whom any purchase or contract is or might be awarded shall be deemed a violation of this article and shall be cause for removal or other disciplinary action. State and local ethics laws govern fully in this regard.
- (2) Other prohibited. The offer of any gratuity by any actual or prospective vendor or contractor shall be cause for canceling any contract involved and for declaring such vendor or contractor an irresponsible bidder.

(Ord. No. 394, Div. 3, § 21, 10-5-93; Ord. No. 2009-006, § 1(Exh. A), 9-1-09), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-610. - Contracts to be used.

The county shall utilize the contract approved by the County Attorney.

(Ord. No. 394, Div. 4, § 4, 10-5-93; Ord. No. 2009-006, § 1(Exh. A), 9-1-09)

Sec. 2-611. - Capital expenditures.

- (a) It is hereby enacted that all department heads and agencies, wholly funded by the county, will hereby purchase all capital expenditure items on or before May 15 preceding the end of the fiscal year on June 30 of each and every year.
- (b) It is hereby directed that all departments will place all purchases for any capital expenditure items on or before May 15 of each year and will so direct the purchasing offices of the county of any items to be purchased.
- (c) It is hereby directed that no department heads or agencies of the county, wholly funded by the county, will be allowed to purchase capital expenditure items as of May 15 of each year until the end of the fiscal year, ending June 30 of that year.
- (d) This section does not preclude payment of operational expenses, such as salary pension insurance and all necessary operational bills for the county, but is solely designated in order that all receipts for all capital expenditure items will be in the purchasing office or the administrator's office before the end of the fiscal period ending June 30 of each year.

(Ord. No. 69, § 4, 9-1-81; Ord. No. 2009-006, § 1(Exh. A), 9-1-09)

(Ord. No. 2004-055, § 2C, 1-18-05; Ord. No. 2009-006, § 1(Exh. A), 9-1-09)

Secs. 2-613— Small, Women-Owned and Minority-Owned Businesses

To promote free competition and equal opportunity Anderson County is committed to assisting small, minority-owned and women-owned businesses in becoming active vendors with the County. Anderson County encourages and invites small, women-owned, and/or minority-owned businesses located inside and outside of the County to participate in Anderson County's procurement process. It is the policy of Anderson County to prohibit discrimination against any person or business in pursuit of procurement opportunities on the basis of race, color, national origin, ancestry, religion, disability, political affiliation, or gender.

(Ord. No. 2019-054, 12-3-2019)

DIVISION 2. - CONTRACTS AND COMPETITIVE BIDDING

FOOTNOTE(S):

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Editor's note—Ord. No. 2013-004, § 1(Exh. A), adopted Mar. 19, 2013, amended Div. 2 in its entirety to read as herein set out. Former Div. 2, §§ 2-631—2-653, pertained to similar subject matter. See the Code Comparative Table for a complete history of former Div. 2.

State Law reference— Public access to procurement information, S.C. Code 1976, § 11-35-410.

Sec. 2-631. - Competitive bidding policy.

All public purchases shall be made in a manner which provides for the greatest economy for the taxpayer, the fairest selection of vendor and the prevention of conflicts of interest. Toward this end, it shall be policy of the county that, whenever practical, and except as otherwise noted in this article, goods and services required by county agencies shall be procured through competitive bidding or proposals when the expected cost exceeds \$50,000.00 The open market procedures of request for quotation will be used when the expected cost is less than \$50,000.00.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-632. - Purchasing review panel.

- (a) **Creation.** There is hereby created the county purchasing review panel (review panel) which shall be charged with the responsibility of providing an administrative review of the formal protests of decisions arising from the solicitation and award of contracts, the debarment or suspension of a person from consideration for award of a contract, a decision concerning the resolution of a contractor breach of contract controversy or any other decision, policy or procedure arising from or concerning the expenditure of county funds for the purchase of any supplies, services or construction procured in accordance with the provisions of this Code and the ensuing regulations, except as to those contract decisions made by county council.
- (b) **Membership.** Upon being advised of the need for a matter to be considered by the review panel, the County Administrator shall appoint a purchasing review panel, to be chaired by the Purchasing Director and include one County staff member and one or more additional member(s) to resolve procurement protests, debarments or suspensions, and contract controversies.

- (c) Procedure. If the purchasing department forwards a grievance filed under the provisions of subsection 2-634 (i) to the review panel, the chairperson shall convene the review panel within ten business days to conduct an administrative review of the determinations rendered under preceding sections. The review panel shall record its determination within 30 days following its meeting and shall communicate its decision to those involved in the determination.
- (d) Finality. A determination by the review panel may be appealed directly to the county council within ten days except as state above. The appeal shall be served on the County Administrator who shall arrange a hearing before County Council.

If the County Council shall hold a hearing as is deemed appropriate, its decision will be final. If County Council denies a hearing, the decision of the review panel shall be final.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)
(Ord. No. 2021-020, 05-04-2021)

Sec. 2-633. - Purchasing director to prepare procedural regulations.

- (a) Generally. The purchasing director is hereby authorized to prepare procedural regulations to amplify the provisions of this article; to submit such regulations and amendments thereto the administrator; to promulgate and enforce compliance with such regulations including, but not limited to:
 - (1) The procedure for handling bids, including their custody and safeguarding; opening and tabulation; rejection and re-advertising; and the procedure for determining the lowest responsible bidder;
 - (2) The procedure for securing from bidders and prospective bidders the data necessary to determine whether or not they are responsible;
 - (3) The procedure for inspection of deliveries of supplies, materials, equipment and contractual services;
 - (4) The procedure for reporting receipt of deliveries of supplies, materials, equipment and contractual services;
 - (5) The procedure for submitting requisitions for the supplies, materials, equipment and contractual services required by the using agencies;
 - (6) The procedure for making emergency purchases;
 - (7) The procedure for control and safeguarding of supplies, materials and equipment in storerooms or at storage points;

- (8) The procedure for determining from heads of using agencies estimated future requirements for supplies and services needed on a recurring basis;
 - (9) Such procedures as may be necessary, in conjunction with the Anderson County Finance Office, for Anderson County divisions, departments, and offices, receiving public funds from Anderson County Council, to conduct no less than an annual inventory and accounting for all Anderson County capital assets with an initial acquisition value, based on the smallest separately identifiable component or item of such capital asset, in the amount of \$5,000.00; and
 - (10) Such matters as may be necessary to give effect to provisions of this part and any amendments thereto.
- (b) Copy available. A copy of such regulations shall be available in the purchasing director's office and shall be open to public inspection during regular business hours.
 - (c) Conflict between regulations and County Code. To the extent there is any conflict or inconsistency between the Anderson County Code and the regulations contemplated under this section 2-633, the Anderson County Code shall control. County Council shall be notified of any claimed conflict or inconsistency.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017), (Ord. No. 2019-035, 09-06-2019)

Sec. 2-634. - Formal contract procedure.

- (a) Generally. Unless otherwise exempted or provided for under this article V, all purchases of supplies, materials, equipment or contractual services, when the estimated cost thereof shall exceed \$50,000.00 shall be made according to the procedures proscribed in this section 2-634 from the lowest responsive, responsible bidder after due notice inviting bids.
- (b) Notice inviting bids. The purchasing director shall invite bids through the following methods:
 - (1) Posting on a bulletin board at the county office building giving a brief description of the items to be purchased.
 - (2) Written invitations to bid shall be mailed or emailed to a minimum of five qualified bidders and shall include specifications and all terms and conditions which will be considered in awarding the contract.
 - (3) Advertise in South Carolina Business Opportunities (SCBO).
- (c) Submission of bids. All bids shall be on an official bid form or attached to a bid form provided by the purchasing department and shall be sealed, marked "sealed bid" with the unique number assigned to the bid and mailed or otherwise delivered to the Anderson County Purchasing Department by the time specified in the invitation to bid. Late bids shall not be considered unless the delay was caused by improper handling

by county employees. All bids shall be accompanied by a statement of non-collusion from the bidder.

- (d) Deposit of sealed bids into locked cabinet or safe. All bids shall be delivered to the Anderson County Purchasing Department at Room 115, 101 S. Main Street, Anderson, South Carolina 29624. The Purchasing Director or his/her designee shall place all bids in the locked cabinet or safe.
- (e) Safeguarding of bids. All bids shall be kept secure and unopened in a locked cabinet or safe. The cabinet or safe shall be located within the Purchasing Director's office.
- (f) Bid surety. Bid surety shall be required as specified in section 2-647. For purchases covered under this section, a bid bond or certified check is required as bid surety in the amount of five percent. Each invitation to bid, which shall be publicized, shall state this requirement.
- (g) Opening of bids. All bids shall be opened publicly and tabulated in the presence of one or more witnesses at the time and place designated in the invitation for bids. No information pertaining to the bids shall be released during the evaluation period and prior to the final decision. After the final decision has been released, all information shall be publicly available for at least 15 days, and thereafter may be obtained through a Freedom of Information Act request.
- (h) Award of contract. Except as hereinafter prescribed, all contracts shall be awarded to the lowest responsive and responsible bidder whose bid complies materially with the specifications publicized. No advance payment shall be made without the consent of the County Council. The administrator may, however, upon the advice and recommendation of the purchasing director and with notification to County Council, refuse all bids or may refuse any bid that is not responsive or is not from a responsible bidder or for any other reason justified by this article and may direct the purchasing director to re-advertise for bids, if required, if the public interest would be served thereby; provided, however, that if the administrator shall refuse all bids, he shall retain, for county records, a written explanation of the reasons therefore and notify County Council of said reasons. All bids or quotes received under this section 2-634 shall be subject to review and approval by the administrator. Except where federal or state grant monies are involved, the County Council shall publicly approve each successful bid or quote which exceeds \$250,000.00, but solely for the purpose of approving the expenditure of funds. It is specifically not the intent of this section that the County Council shall have any role in the selection of successful bids or quotes, but only that County Council approve such ultimate selection publicly. Change orders for previously approved construction contracts which cause the project to exceed budget or comprise ten percent or more of the total project cost require County Council approval.
- (i) Procedure in case of identical low bids. If the purchasing director does not suspect that the bids are a result of collusion, he may award the contract to the firm located in Anderson County when tied with an out-of-county firm. Tie bids involving either two in-county firms or two out-of-county firms may be resolved by the flip of a coin to determine the winning bid. Corrections or withdrawals of erroneous bids may be

permitted. Bids may be rejected, if it is in the best interest of the county and done with valid reasons with the approval of the administrator and notification to County Council.

- (j) Forfeiture of bid surety. If the successful bidder does not enter into a contract within seven days after mailing of notice of award of contract, he shall forfeit any surety which accompanied his bid, unless the county is responsible for the delay. He shall also be held liable for any cost in excess of his bid surety which the county incurs in purchasing the goods or services elsewhere. All invitations to bid and bid forms will include this language.
- (k) Protested solicitations and awards.
 - (1) Right to protest. Any actual or prospective bidder, offeror, contractor or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing director. The protest, setting forth the grievance, shall be submitted in writing within ten days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 30 days of notification of award of contract. County Council shall be notified of any protest made hereunder.
 - (2) Authority to resolve protests. The purchasing director shall have authority with the advice and consent of the administrator prior to the commencement of an administrative review, as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, contractor or subcontractor, actual or prospective, concerning the solicitation or award of a contract without cost to the county. This authority shall be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the county. County Council shall be notified of any settlement and resolution made hereunder.
 - (3) Decision. If the protest is not resolved by mutual agreement, the purchasing director shall promptly issue a decision in writing within ten days. The decision shall state the reasons for the action taken. County Council shall be notified of the decision made hereunder.
 - (4) Notice of decision. A copy of the decision under subsection (3) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
 - (5) Finality of decision. A decision under subsection (3) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review, in writing, setting forth the grievance, to the purchasing review panel (review panel), under section 2-632, within ten days of the decision. The protestant may also request an interview with the panel.
 - (6) Request for review. The request for a review shall not stay the purchase or contract unless fraudulent.
 - (7) Reimbursement for reasonable costs and authority to grant other relief. If a protestant contends that it should have been awarded the contract under a solicitation but is not, then the party may apply to the review panel, as provided

for in section 2-632, for relief. Upon receipt of this application, the review panel may order the computation and award of a reasonable reimbursement amount, including reimbursement of bid preparation costs, and may order such other and further relief as justice dictates, including, but not limited to, a re-award of the contract or a rebid of the contract. The decision of the review panel and/or County Council shall be the final administrative review, subject only to review in circuit court.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-635. - Sole source procurement.

A contract may be awarded for a supply, service or construction item without competition when the purchasing director determines that there is only one source for the required supply, service or construction item.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-636. - Competitive sealed proposals.

- (a) Conditions for use. When the purchasing director recommends to the County Administrator and it is determined that the use of competitive sealed bidding is not practicable or advantageous to the county, competitive sealed proposals may be used. Proposals shall be solicited from at least five qualified sources, when such sources are available. Public notice shall be given in the same manner as stated in Sec. 2-634(b).
- (b) Proposal opening. Proposals shall be opened and only the names of the companies disclosed. Contents of competing offerors shall not be disclosed during the process of negotiation. Proposals shall be open for public inspection after award of the contract. Confidential proprietary material marked as such in the proposal shall not be disclosed.
- (c) Discussion with responsible offerors. Discussions may be conducted for the purpose of clarification and a full understanding of the requirements. Offerors shall be accorded fair and equal treatment.
- (d) Evaluation factors. The request for proposal shall state the evaluation factors in order of importance. Price and qualifications of the offeror shall be the two most significant factors to be taken into consideration when evaluating any proposal solicited under this section. Economic impact to the county may also be a consideration.
- (e) Award. The award shall be made to the offeror whose proposal is determined to be the most advantageous to the county, taking into consideration the evaluation factors set forth in the proposal. The contract file shall contain the basis on which the award was made.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-637. - Request for qualifications for professional services.

- (a) It is the policy of the county to announce publicly all requirements for professional services, including legal and auditing, and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of professional services, the purchasing director may, as required, request firms to submit a statement of qualifications and performance data. Professional services include, but is not limited to, architects, engineers, land surveying services, legal and auditing. The County Administrator may, as he deems appropriate, engage the services of professionals, particularly in matters that require confidentiality, or in situations where specialized expertise is required and not otherwise available with existing personnel.
- (b) Selection process. A selection committee composed of at least three members, to include the administrator or designee, the head of a using Department and one other person approved by the Administrator in need of the architect-engineer or land surveying services or other professional services shall conduct discussions with no less than three firms whenever possible regarding the proposed contract and the relative utility of alternative methods of approach for furnishing the required services and shall select from among them no less than two of the firms deemed most qualified to provide the required services. The selection of finalists shall be made in order of preference, based on criteria established and published by the selection committee, with the order of preference becoming a factor only in the event competitive bidding is prohibited by law.
- (c) Bidding and negotiation. Once the finalists are determined by the procedure set forth in preceding subsection, the purchasing director shall transmit a notice inviting bids to the finalists and the provisions of subsection 2-634(c) through (k) shall apply. In the event competitive bidding for services is prohibited by law, the remainder of this subsection shall apply. The purchasing director shall negotiate a contract with the advice and consent of the administrator or designee, with the firm so selected to be the most qualified for architect-engineer, land surveying or other professional services at compensation which the purchasing director determines in writing to be fair and reasonable to the county. In making this decision, the purchasing director shall consider the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the purchasing director be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the purchasing director determines to be fair and reasonable to the county, negotiations with that firm shall be formally terminated. The purchasing director shall then undertake negotiations with other firms as selected by the committee in the order selected until an agreement is reached. At the completion of negotiations, a tabulation of fees proposed by the organizations solicited will be prepared and mailed or delivered to all interested parties.
- (d) External auditors. The procedures of this section shall be utilized to procure the services of the external, independent, certified professional accountants utilized by the county to conduct the county's annual external audit of its finances and financial records. Every independent, certified, professional accountant or accounting firm

selected to perform the county's external, independent financial audit under this subsection must include, on staff, a certified fraud examiner who shall, as a part of the county's external, Independent financial audit, review for fraud, according to accepted and recognized, established accounting policies and procedures.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-638. - Purchases not exceeding \$50,000.00.

Purchases where the estimated cost of the materials, equipment, or supplies is \$20,000.01 to \$50,000.00, excluding tax, shall be made upon solicitation of written quotes from five qualified sources. Documentation of the solicitation and written responses shall be maintained in the quotation file. The purchasing director shall not be required to advertise publicly to invite quotations. The administrator may, at his discretion, require formal notice when such procedure is in the public interest.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-639. - Purchases not exceeding \$20,000.00

Purchases where the estimated cost of the materials, equipment, or supplies is \$5,000.01 to \$20,000.00, excluding tax, shall be made upon solicitation of verbal or written quotes from a minimum of three sources. Documentation of the solicitation and responses shall be maintained in the quotation file. The administrator may require that vendors submit written bids when such procedure is in the public interest.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-640. - Purchases not exceeding \$5,000.00.

Any procurement of goods or services where the estimated cost is \$5,000.00 or less, excluding tax, may be made without competition if the purchasing director certifies that the price is deemed to be "fair and reasonable". Additional competition may be obtained whenever there is a reason to believe a quotation does not represent a fair and reasonable price.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-641. - Local preference.

The purchasing director shall grant those vendors maintaining a place of business in Anderson County a local preference of five percent. The local preference does not apply to purchases less than \$50.00 or more than \$100,000.00, excluding tax. Provided however, that if the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict local preference, then in such circumstances there shall be no local preference.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-642. - Emergency purchases.

- (a) By director. In case of an apparent emergency which requires immediate purchase of supplies or contractual services, the administrator or designee shall be empowered to authorize the director or his designee to secure by open market procedure as set forth in this article, at the lowest obtainable price, any supplies or contractual services regardless of the amount of the expenditure. A full report of the circumstances of an emergency purchase shall be filed by the director with the administrator and County Council will be notified.
- (b) By head of department. In case of actual emergency, the head of any using department or agency may purchase directly any supplies and services whose immediate procurement is essential to prevent delays in the work of the using agency which may vitally affect the life, health, safety or welfare of citizens.
 - (1) Recorded explanation. The head of such department or agency shall send to the purchasing director a requisition and a copy of the delivery record together with a full written report of the circumstances of the emergency. The report shall be filed with the administrator as provided in subsection (a) of this section and County Council will be notified upon request.
 - (2) Emergency procedure. The director shall prescribe by rules and regulations the procedure under which emergency purchases by heads of using agencies may be made. A copy of those procedures shall be supplied to County Council.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-643. – State/Federal Purchasing.

The purchasing director may purchase any supplies, materials, equipment or contractual services through the State Procurement Office of the Division of General Services or through contract programs available through the federal General Services Administration (GSA).

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-644. - Purchase negotiations.

- (a) Generally. When lack of price or product competition renders the purposes of competitive bidding ineffective, the purchasing director may purchase supplies, materials, equipment or contractual services through negotiation with a vendor in accordance with preceding sections pertaining to limitations and approvals.

- (b) When permissible. Purchase by negotiation may be made when one of the following types of conditions exist:
- (1) Items are obtained from only one source, and there are no acceptable equivalents;
 - (2) Bids are received, but prices are unreasonable;
 - (3) Emergencies exist. Emergencies shall be deemed to exist when a breakdown in machinery or in an essential service occurs, or when unforeseen circumstances arise, including delays by contractors, delays in transportation or unanticipated volume of work. In such cases, awards can be made without notice of intent as required in subsection (d) of this section;
 - (4) A contract already exists on a family of items that must be compatible;
 - (5) Repair and replacement parts or accessories peculiar to specialized equipment are needed;
 - (6) Identical bidding is a persistent pattern;
 - (7) Resale price maintenance is practiced by manufacturers, such as exclusive dealerships or other methods which result in only pre-established, published prices being offered;
 - (8) There are reasonable indications of collusive bidding; or
 - (9) Contracts are renewed if provided for in the original bid invitation.
- (c) Negotiated purchases. Written records shall be maintained for a period of three years of all negotiated bids. Such records shall include the name of the vendee, the amount of purchase, the equipment or supplies purchased and a justification for the negotiated bid.
- (d) Notice of intent. When the estimated cost of the supplies, materials, equipment or contractual services to be purchased by negotiation shall exceed \$25,000.00, the purchasing director shall advertise, except in the case of an emergency as defined in subsection (b) (3) of this section, a notice of intent to award a contract at least one time in a newspaper of general circulation in the county.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-645. - Exceptions.

- (a) Prohibition against subdivision. No contract or purchase may be subdivided or "stacked" to avoid the requirements of this article; provided, however, that individual items may be purchased from different bidders if:
- (1) The requirements of preceding sections are followed with respect to the entire estimated cost of all items for which bids are invited; and
 - (2) Such practice is consistent with the terms of the notice inviting bids.

- (b) Award to other than low bidder. It is the policy of the county to award all contracts or purchases to the lowest responsive, responsible bidder, unless a combination of the following factors outweighs the single factor of cost, in which event justification to that extent will always be required to and approval received from the administrator or designee with notification to County Council:
 - (1) The ability of the bidder to perform the contract or provide the goods or services promptly or within the time specified without delay or interference;
 - (2) The quality, availability and adaptability of the goods or service for the use of the subject of the contract;
 - (3) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - (4) The number and scope of conditions attached to the bid;
 - (5) The delivery and discount terms of the bids;
 - (6) The convenience of the location where the goods are to be delivered or picked up or the service is to be rendered; and
 - (7) The best interests of the citizens of the county.
- (c) Price escalation clauses. The purchasing director may enter into contracts containing price escalation clauses upon the approval of the administrator or designee, provided that such escalations may reasonably be expected not to raise the average price of goods or services higher than prices offered by other bidders.
- (d) Cancellation of contracts. The purchasing director shall have the right to cancel any purchase or contract when the vendor is found to have violated or attempted to violate the provisions of this article or in any of the following instances and County Council will be notified:
 - (1) If the vendor fails to make delivery within the time specified in the contract;
 - (2) If the vendor fails to provide service when service is part of the contract;
 - (3) If any supplies, materials or equipment delivered under the contract are rejected and are not promptly replaced by the vendor (if there are repeated rejections, the contract may be canceled, even though the vendor agrees to replace the items promptly);
 - (4) If the vendor agrees to cancellation; or
 - (5) If the contract is obtained by fraud, collusion, conspiracy or by any method which is in conflict with statutory or constitutional provisions of the state.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-646. - Purchase of surplus equipment.

Purchase of surplus equipment will be by the purchasing director with the approval of the administrator and notification to County Council. The purchasing director will work with the using departments in obtaining the supplies from surplus property.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-647. - Performance bonds.

The purchasing director shall require a 100 percent performance bond and a bid bond of five percent for every construction contract involving the performance of labor expected to cost \$100,000.00 or over. Any construction contract involving the performance labor estimated to cost less than \$100,000.00 but more than \$25,000.00 shall require a 100 percent performance bond or a certified check of ten percent of the contract amount, or some other amount set by County Council. Whenever a performance bond is required, a payment bond shall likewise be required. The provisions of this section may be waived by County Council.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-648. - Charges for plans and specifications.

When contractors require plans and specifications in order to submit a bid, the county may supply same and make charges for them. The county may, at its option, sell specific sheets of plans to contractors as may be required; however, specifications must be treated as a whole and charges made for them.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-649. - Retainage.

A ten percent retainage shall be retained by the county for every Construction project, other than Road Improvements. When 50 percent of the completion of the project has been obtained and when the County Council so approves, retainage may be reduced to zero, thus making the retainage actually five percent. Contractors may apply, in writing, to the administrator for this reduction. A 3.5 percent retainage shall be retained by the county for all Road Improvement projects.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-650. - Time limits.

- (a) For every contract the county enters into, a time frame shall be established and incorporated into the contract between the county and the contractor. This time limit shall set the completion date of the work provided by the contractor. If the contractor

fails to perform the stated work within the time frame, liquidated damages may be assessed by the county as indicated in the contract.

- (b) In solicitation for bids, proposals or qualifications, the county shall specify that the contractor shall provide in his bid document a time frame for completing the project. The county may, at its option, specify in its request for proposals, request for qualifications or in its invitation for bids a time frame for the completion of the work. If the contractor cannot provide the work in that time frame, he shall so indicate in his bid or his proposal, and the county shall take that into consideration. Any agreements reached between the contractor and the county shall be so stipulated in the contract agreement between the parties.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-651. - Exemptions.

At the discretion of the purchasing director, the following items are exempt from the purchasing procedures set forth above, but must still be acquired by the maximum level of competition available under the circumstances: utilities, fuel, heating fuel, asphalt, gravel and other aggregates, rentals, travel, telephone repair service, postage and post office box rentals, freight and express bills, dues and registration fees, bank services, detention center food items not otherwise covered by contract, published books, periodicals, advertising, speaker and musician fees reimbursed from admission charges, veterinary supplies, copyrighted educational materials only available from a single supplier, appraisers, aircraft repair work where the work is to be reimbursed by the aircraft owner and articles for commercial resale.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-652. - Notification to County Council.

Whenever notification to County Council is called for in this article V, notification shall be made by the administrator via his/her report given at the regularly scheduled meetings of County Council.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-653. - Sale of real property.

All county owned real property to be sold shall first be appraised by a qualified and licensed real estate appraiser and the appraised value shall determine the course of sale which at the discretion of County Council shall be by public auction or upon receipt of sealed bids pursuant to section 2-634, or by engaging the services of a broker to sell the property. If the sale is by public auction or upon receipt of sealed bids, notice of the sale shall be published at least once per week for four weeks in a newspaper of general circulation and shall also be posted at the county purchasing office and the property site. Said notice shall be posted for a reasonable amount of time, but no less than 30 days

prior to the sale, and state the terms and conditions along with the appraised value of the property to be sold. If the sale is through engaging the assistance of a broker, any proposals presented by the broker may be accepted or rejected in the sole discretion of County Council.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-025, 6-20-2017)

Sec. 2-654. - Maintenance and use of vendor list; tracking of purchases by NIGP Code.

- (a) The purchasing director shall maintain an electronic database of all qualified and responsible vendors sorted by the National Institute of Government Purchasing Commodity/Services Code, 18th edition ("NIGP Code"). Vendors maintaining a place of business in the county shall be notified by reasonable means periodically, but at least annually, of the opportunity to apply for placement in the database.
- (b) When notification of the opportunity to provide goods or services to the county is required under this division 2, whether by sealed bid (section 2-634), requests for proposals (section 2-636) or requests for qualifications (2-637) as well as in those circumstances where verbal or written quotes are called for depending upon the threshold amount of the purchase, notice or requests for quotes, as the case may be, shall be transmitted (electronically where the vendor has provided an email address to the purchasing department) to all applicable vendors in the database maintained by the purchasing director pursuant to the preceding subsection as well as to any other vendor deemed qualified and appropriate by the purchasing director.
- (c) Beginning with purchases made after the effective date of this division, the purchasing director shall maintain an inventory by NIGP Code of all purchases made under this division which exceed \$5,000.00.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-655. – Project Delivery Methods Authorized for Infrastructure Facilities.

- (a) The County Administrator shall have the discretion to use (i) design-bid-build, (ii) construction management at-risk, (iii) operations and maintenance, (iv) design-build, (v) design-build-operate-maintain and (vi) design-build-finance-operate-maintenance as alternatives for procurement relating to infrastructure facilities and these alternative project delivery methods shall have the definitions as provided in Section 11-35-2910 of the South Carolina Code of Laws, 1976, as amended. In exercising such discretion, the County Administrator shall consider the method which in the Administrator's discretion is the most advantageous to the County and will result in the most timely, economical, and successful completion of the infrastructure project. The determination of the method of source selection utilized shall be stated in writing and included as part of the contract file. As a part of this determination, the County Administrator shall

determine if the County should prepare a request for proposals for providing such alternative for procurement related to the infrastructure project or if the County should retain outside consulting services to prepare such request for proposals.

(b) If the County Administrator determines that the use of an alternative project delivery method identified hereon is the most advantageous means of securing the construction contracting administration, the selection of the method of construction contracting administration used by the County and set forth in §2-655(a) shall be submitted for review to the County Council. Within 15 days after notice of such review, an interested party shall submit to the County Council written comments which set forth the position of the party with respect to the decision as to which construction contracting method to use. At the next meeting of the Council, which is at least 15 days following notice of such review, those who submitted comments may address the Council. If County Council does not reject the selection of this method, the construction contracting administration shall be secured in the manner set forth in §2-655.

(c) If the method of construction contracting administration is determined under this Section, the Chairman of County Council shall select an independent monitor from an agency of County Government who does not report directly or indirectly to the County Administrator to observe the source selection process to determine if the process was fair, open and competitive at the time of source selection. The monitor shall give a written report to the Chairman which sets forth these findings.

(d) If the competitive sealed proposal method of construction contracting administration is determined to be the most advantageous to the County, the County shall use such method set forth in §2-636 for the purposes of procuring this project delivery method. The request for proposals for any of these services shall set forth the criteria which the County will be using to select the successful proposal.

(Ord. No. 2018-059, 12-18-2018)

Secs. 2-656—2-670. - Reserved.

ARTICLE V. - PURCHASING

Proposed Changes in RED.

FOOTNOTE(S):

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Cross reference— Purchasing director, § 2-266 et seq.

State Law reference— County required to develop and adopt procurement laws, S.C. Code 1976, § 11-35-50.

DIVISION 1. - GENERAL

Sec. 2-601. - 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:

Agency and using agency means and includes any department, office, board, commission or other organizational unit for which the council has line-item budgetary authority and whose affairs or funds are under the control of the council.

Bidders list means a current file of sources of supply of articles for each category of commodities repetitively purchased for county use.

Contractual services means and includes any telephone, gas, water, electrical light and power services; towel, window washing and cleaning service; the rental of equipment and machinery; and all other types of agreements under which the contractor provides services which are required by the county government but not furnished by its own employees; provided, however, that contractual services shall not include legal advertising and purchases of space for legal advertising which shall not be subject to the provisions of this article. Such contracts may be in the form of a "contract" under which certain services will be provided for a specified period of time at an agreed-upon cost.

Inventory means the annual capital asset inventory required by section 2-612, annual capital asset inventory, of this article.

Irresponsible bidder means and includes any bidder or prospective bidder who fails to furnish, upon written request, proof of his responsibility and who has, as a vendor or contractor with the county, repeatedly made slow or unsatisfactory deliveries; or who has violated, or attempted to violate, the provisions of this article.

Personal services means and includes the services of janitorial, office machine repair, elevator repair or other individuals possessing technical type repair or service skills.

Responsible bidder means and includes any bidder who submits a responsive bid; who has furnished, when requested, information and data to prove that his financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the supplies, materials, equipment or contractual services on which he bids; and who has not violated, or attempted to violate, any provisions of this article.

Responsive bid means and includes any offer submitted by a responsible bidder in ink or typewritten on the prescribed form to furnish supplies, materials, equipment or contractual services in conformity with the specifications, delivery terms and conditions, and other requirements included in the invitation for bids.

Supplies, materials and equipment means and includes any articles or things which shall be furnished to or used by any agency, including any printing, binding or publication of stationery, forms, laws, journals and reports, but excluding services or materials furnished "in kind" in lieu of cash to indigents.

(Ord. No. 394, Div. 1, § 1, 10-5-93; Ord. No. 2004-055, § 2A, 1-18-05; Ord. No. 2009-006, § 1(Exh. A), 9-1-09)

Cross reference— Definitions generally, § 1-2.

Sec. 2-602. - Placement and operation of vending machines, food services, pay telephone and other concessions on county property.

(a) Generally. All vending machines, food service operations, or other concessions to be placed and operated in any building or on any property owned or occupied by any department or agency of the county shall be secured through a process of competitive bidding, if it is to the advantage of the county to do so.

- (b) Installation commission basis. Unless specifically exempted by the County Council, no vending machine, pay telephone or other concession device shall be purchased by the county. All concessions shall be placed and operated on an installation/commission basis.
- (c) Disposition of commissions. All commissions earned from any concession on county property shall be deposited with the county treasurer through the finance department, to be credited to the general fund except as otherwise approved by the County Council.
- (d) Applicability. This section shall apply to all property owned or leased by the county, including, but not limited to, the administration buildings, courthouses, law enforcement center, public works center, environmental solid waste disposal sites or any other property occupied by any county department or agency.
- (e) Exemptions. This section shall not apply to any concession granted to a blind person or to the state commission for the blind pursuant to the provisions of S.C. Code 1976, §§ 1-1-520 and 43-25-70. The County Administrator may grant manual concessions to any handicapped person in preference to any other person submitting a bid under the purchasing ordinance. This section shall not apply to concessions operated on property leased by the county to any other person or agency and concessions at the civic center and detention center shall not be subject to these policies, but be credited to the center in which commissions are generated for public purposes as stated by the directors.

(Ord. No. 394, Div. 2, § 2, 10-5-93; Ord. No. 2009-006, § 1(Exh. A), 9-1-09); Ord. No. 2017-035, 10-03-2017)

Sec. 2-603. - Centralized purchasing required.

It shall be the policy of the County Council that goods and services required by county agencies shall be procured by the use of centralized purchasing procedures unless specifically exempted by County Council.

(Ord. No. 394, Div. 3, § 1, 10-5-93; Ord. No. 2009-006, § 1(Exh. A), 9-1-09)

Sec. 2-604. - Petty cash expenditures revolving fund.

There is hereby established the petty cash expenditures revolving fund to be administered by the finance director or his designee. Any purchase

estimated to cost under \$50.00 may, with the approval of the finance director or his designee, be made from this fund.

The finance director or his designee shall formulate policies for the disbursement of and accounting for any monies in this fund.

(Ord. No. 394, Div. 3, § 15, 10-5-93; Ord. No. 2009-006, § 1(Exh. A), 9-1-09),

Sec. 2-605. - Purchase order required.

Any purchase made pursuant to this article with county funds shall be recorded on a purchase order bearing the quantity and description of each item to be purchased.

(Ord. No. 394, Div. 3, § 16, 10-5-93; Ord. No. 2009-006, § 1(Exh. A), 9-1-09)

Sec. 2-606. - Sales of county property.

Any items of personal property belonging to the county which are declared by the County Administrator to be obsolete or surplus may be sold to the highest responsible bidder. The purchasing director shall ensure that the procedures described in this section are followed, according to the estimated dollar salvage value of the goods to be sold; provided, however, that the administrator or designee may order such goods to be sold at public auction pursuant to proper public notice in lieu of sealed or written bids. In the event it is determined by the purchasing director to be in the economic interest of the county, surplus or used equipment and properties may be used for trade-in on purchases of like-kind new equipment and properties with approval of the administrator. The purchasing director shall demonstrate these advantages to the administrator and obtain his consent to proceeding with the trade-in and purchase. Each separately identifiable capital asset of the county, whether attached to or added on to some other county asset or not, as reflected on each county department's annual capital asset inventory, shall be treated as a separate item of personal property for purposes of this section. Notwithstanding the foregoing and upon request by a local governmental entity or a not for profit organization, obsolete or surplus property may be transferred to the requesting entity provided the purchasing director decides any property to be transferred is of such little value that the economic interest of the county will not be adversely affected; any such transfer must be approved [by] the County Administrator or his/her designee.

County Council shall be notified in advance and approve publicly all dispositions of county property made under this section.

(Ord. No. 394, Div. 3, § 17, 10-5-93; Ord. No. 96-032, § I, 1-21-97; Ord. No. 2004-055, § 2B, 1-18-05; Ord. No. 2009-006, § 1(Exh. A), 9-1-09; Ord. No. 2011-002, § 1, 2-15-2011; Ord. No. 2012-020, § 1, 6-5-2012); (Ord. No. 2015-028, 10-06-2015), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-607. - Purchasing files.

- (a) Generally. The purchasing director shall develop and maintain a list of vendors who offer supplies, materials, equipment or contractual services normally required by county agencies. The purchasing director shall record on the bidders list any significant history of trade with a vendor, whether favorable or unfavorable, for the purpose of determining whether a given vendor is a responsible bidder. The status of a given vendor may be reviewed from time to time by the purchasing director.
- (b) Catalog file. The purchasing director shall develop and update from time to time a file of catalogues for supplies, materials and equipment normally required by county agencies.

(Ord. No. 394, Div. 3, § 18, 10-5-93; Ord. No. 2009-006, § 1(Exh. A), 9-1-09), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-608. - Central supplies and services.

- (a) **Generally.** The purchasing director or other person designated by the administrator may maintain centralized stocks of such items which are normally used by county agencies. Items stocked will be at the discretion of the purchasing director. Purchases of stocked items must be made in accordance with procedures set forth in this Article V with the approval of the administrator and notification to County Council.
- (b) Inventory. The purchasing director or other persons designated shall inventory all such items no less than annually, whether by means of physical counts or perpetual records, certified by periodic physical counts. Copies of all records contemplated under this subsection shall be made available to County Council and the administrator upon request.

- (c) Accounting. The purchasing director or designee shall maintain central supply and service accounts for each class of such items and related services. Purchases of items of stock shall be charged to such accounts.

When such items or related services are provided to county agencies, the purchasing director or his designee shall charge the using department an amount representing the cost of such items or services, and shall credit an equivalent amount to the appropriate central supply and service account.

- (d) Requisitions. Any county agency requiring any goods or services, whether or not stock is available from central supplies and services, shall request such by submitting a requisition to the purchasing department. Such requisition shall be in that form required by the purchasing department.

(Ord. No. 394, Div. 3, § 20, 10-5-93; Ord. No. 96-032, § II, 1-21-97; Ord. No. 2009-006, § 1(Exh. A), 9-1-09), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-609. - Personal interests.

- (a) Conflicts of interest. Any purchase or contract within the purview of this article in which the purchasing director or any officer or employee of the county is financially interested, directly or indirectly, or which is, in any other manner, in conflict with state or local ethics laws, as they may be amended from time to time, shall be void if the other party knew or should have known of the interest or conflict; provided, however, that, before the execution of a purchase or contract, the County Administrator shall have the authority to waive compliance with this section when he finds such interest to be so remote or indirect as to be inconsequential and not in violation of law. No employee or elected official of the county may bid on a county contract if that individual is authorized to exercise decision making authority or responsibility with regard to that contract.

- (b) Gratuities.

- (1) Acceptance prohibited. The acceptance of any gratuity in the form of cash, merchandise or any other thing of value by an employee of the county from any person to whom any purchase or contract is or might be awarded shall be deemed a violation of this article and shall be cause for removal or other disciplinary action. State and local ethics laws govern fully in this regard.

- (2) Other prohibited. The offer of any gratuity by any actual or prospective vendor or contractor shall be cause for canceling any contract involved and for declaring such vendor or contractor an irresponsible bidder.

(Ord. No. 394, Div. 3, § 21, 10-5-93; Ord. No. 2009-006, § 1(Exh. A), 9-1-09),
(Ord. No. 2017-035, 10-03-2017)

Sec. 2-610. - Contracts to be used.

The county shall utilize the contract approved by the County Attorney.

(Ord. No. 394, Div. 4, § 4, 10-5-93; Ord. No. 2009-006, § 1(Exh. A), 9-1-09)

Sec. 2-611. - Capital expenditures.

- (a) It is hereby enacted that all department heads and agencies, wholly funded by the county, will hereby purchase all capital expenditure items on or before May 15 preceding the end of the fiscal year on June 30 of each and every year.
- (b) It is hereby directed that all departments will place all purchases for any capital expenditure items on or before May 15 of each year and will so direct the purchasing offices of the county of any items to be purchased.
- (c) It is hereby directed that no department heads or agencies of the county, wholly funded by the county, will be allowed to purchase capital expenditure items as of May 15 of each year until the end of the fiscal year, ending June 30 of that year.
- (d) This section does not preclude payment of operational expenses, such as salary pension insurance and all necessary operational bills for the county, but is solely designated in order that all receipts for all capital expenditure items will be in the purchasing office or the administrator's office before the end of the fiscal period ending June 30 of each year.

(Ord. No. 69, § 4, 9-1-81; Ord. No. 2009-006, § 1(Exh. A), 9-1-09)

(Ord. No. 2004-055, § 2C, 1-18-05; Ord. No. 2009-006, § 1(Exh. A), 9-1-09)

Secs. 2-613— Small, Women-Owned and Minority-Owned Businesses

To promote free competition and equal opportunity Anderson County is committed to assisting small, minority-owned and women-owned businesses in becoming active vendors with the County. Anderson County encourages and invites small, women-owned, and/or minority-owned businesses located inside and outside of the County to participate in Anderson County's procurement process. It is the policy of Anderson County to prohibit discrimination against any person or business in pursuit of procurement opportunities on the basis of race, color, national origin, ancestry, religion, disability, political affiliation, or gender.

(Ord. No. 2019-054, 12-3-2019)

DIVISION 2. - CONTRACTS AND COMPETITIVE BIDDING

FOOTNOTE(S):

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Editor's note—Ord. No. 2013-004, § 1(Exh. A), adopted Mar. 19, 2013, amended Div. 2 in its entirety to read as herein set out. Former Div. 2, §§ 2-631—2-653, pertained to similar subject matter. See the Code Comparative Table for a complete history of former Div. 2.

State Law reference— Public access to procurement information, S.C. Code 1976, § 11-35-410.

Sec. 2-631. - Competitive bidding policy.

All public purchases shall be made in a manner which provides for the greatest economy for the taxpayer, the fairest selection of vendor and the prevention of conflicts of interest. Toward this end, it shall be policy of the county that, whenever practical, and except as otherwise noted in this article, goods and services required by county agencies shall be procured through competitive bidding or proposals when the expected cost exceeds

~~\$25,000.00~~ **\$50,000.00** The open market procedures of request for quotation will be used when the expected cost is less than ~~\$25,000.00~~ **\$50,000.00**.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-632. - Purchasing review panel.

- (a) Creation. There is hereby created the county purchasing review panel (review panel) which shall be charged with the responsibility of providing an administrative review of the formal protests of decisions arising from the solicitation and award of contracts, the debarment or suspension of a person from consideration for award of a contract, a decision concerning the resolution of a contractor breach of contract controversy or any other decision, policy or procedure arising from or concerning the expenditure of county funds for the purchase of any supplies, services or construction procured in accordance with the provisions of this Code and the ensuing regulations, except as to those contract decisions made by county council.
- (b) Membership. Upon being advised of the need for a matter to be considered by the review panel, the County Administrator shall appoint a purchasing review panel, to be chaired by the Purchasing Director and include one County staff member and one or more additional member(s) to resolve procurement protests, debarments or suspensions, and contract controversies.
- (c) Procedure. If the purchasing department forwards a grievance filed under the provisions of subsection 2-634 (i) to the review panel, the chairperson shall convene the review panel within ten business days to conduct an administrative review of the determinations rendered under preceding sections. The review panel shall record its determination within 30 days following its meeting and shall communicate its decision to those involved in the determination.
- (d) Finality. A determination by the review panel may be appealed directly to the county council within ten days except as state above. The appeal shall be served on the County Administrator who shall arrange a hearing before County Council.

If the County Council shall hold a hearing as is deemed appropriate, its decision will be final. If County Council denies a hearing, the decision of the review panel shall be final.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)
(Ord. No. 2021-020, 05-04-2021)

Sec. 2-633. - Purchasing director to prepare procedural regulations.

(a) Generally. The purchasing director is hereby authorized to prepare procedural regulations to amplify the provisions of this article; to submit such regulations and amendments thereto the administrator; to promulgate and enforce compliance with such regulations including, but not limited to:

- (1) The procedure for handling bids, including their custody and safeguarding; opening and tabulation; rejection and re-advertising; and the procedure for determining the lowest responsible bidder;
- (2) The procedure for securing from bidders and prospective bidders the data necessary to determine whether or not they are responsible;
- (3) The procedure for inspection of deliveries of supplies, materials, equipment and contractual services;
- (4) The procedure for reporting receipt of deliveries of supplies, materials, equipment and contractual services;
- (5) The procedure for submitting requisitions for the supplies, materials, equipment and contractual services required by the using agencies;
- (6) The procedure for making emergency purchases;
- (7) The procedure for control and safeguarding of supplies, materials and equipment in storerooms or at storage points;
- (8) The procedure for determining from heads of using agencies estimated future requirements for supplies and services needed on a recurring basis;

- (9) Such procedures as may be necessary, in conjunction with the Anderson County Finance Office, for Anderson County divisions, departments, and offices, receiving public funds from Anderson County Council, to conduct no less than an annual inventory and accounting for all Anderson County capital assets with an initial acquisition value, based on the smallest separately identifiable component or item of such capital asset, in the amount of \$5,000.00; and
- (10) Such matters as may be necessary to give effect to provisions of this part and any amendments thereto.
- (b) Copy available. A copy of such regulations shall be available in the purchasing director's office and shall be open to public inspection during regular business hours.
- (c) Conflict between regulations and County Code. To the extent there is any conflict or inconsistency between the Anderson County Code and the regulations contemplated under this section 2-633, the Anderson County Code shall control. County Council shall be notified of any claimed conflict or inconsistency.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017), (Ord. No. 2019-035, 09-06-2019)

Sec. 2-634. - Formal contract procedure.

- (a) Generally. Unless otherwise exempted or provided for under this article V, all purchases of supplies, materials, equipment or contractual services, when the estimated cost thereof shall exceed ~~\$25,000.00~~ **\$50,000.00** shall be made according to the procedures proscribed in this section 2-634 from the lowest responsive, responsible bidder after due notice inviting bids.
- (b) Notice inviting bids. The purchasing director shall invite bids through the following methods:
 - (1) Posting on a bulletin board at the county office building giving a brief description of the items to be purchased.

- (2) Written invitations to bid shall be mailed or emailed to a minimum of five qualified bidders and shall include specifications and all terms and conditions which will be considered in awarding the contract.
- (3) Advertise in South Carolina Business Opportunities (SCBO).
- (c) Submission of bids. All bids shall be on an official bid form or attached to a bid form provided by the purchasing department and shall be sealed, marked "sealed bid" with the unique number assigned to the bid and mailed or otherwise delivered to the Anderson County Purchasing Department by the time specified in the invitation to bid. Late bids shall not be considered unless the delay was caused by improper handling by county employees. All bids shall be accompanied by a statement of non-collusion from the bidder.
- (d) Deposit of sealed bids into locked cabinet or safe. All bids shall be delivered to the Anderson County Purchasing Department at Room 115, 101 S. Main Street, Anderson, South Carolina 29624. The Purchasing Director or his/her designee shall place all bids in the locked cabinet or safe.
- (e) Safeguarding of bids. All bids shall be kept secure and unopened in a locked cabinet or safe. The cabinet or safe shall be located within the Purchasing Director's office.
- (f) Bid surety. Bid surety shall be required as specified in section 2-647. For purchases covered under this section, a bid bond or certified check is required as bid surety in the amount of five percent. Each invitation to bid, which shall be publicized, shall state this requirement.
- (g) Opening of bids. All bids shall be opened publicly and tabulated in the presence of one or more witnesses at the time and place designated in the invitation for bids. No information pertaining to the bids shall be released during the evaluation period and prior to the final decision. After the final decision has been released, all information shall be publicly available for at least 15 days, and thereafter may be obtained through a Freedom of Information Act request.
- (h) Award of contract. Except as hereinafter prescribed, all contracts shall be awarded to the lowest responsive and responsible bidder whose bid complies materially with the specifications publicized. No advance payment shall be made without the consent of the County Council. The administrator may, however, upon the advice and recommendation of the purchasing director and with notification to County Council, refuse all bids

or may refuse any bid that is not responsive or is not from a responsible bidder or for any other reason justified by this article and may direct the purchasing director to re-advertise for bids, if required, if the public interest would be served thereby; provided, however, that if the administrator shall refuse all bids, he shall retain, for county records, a written explanation of the reasons therefore and notify County Council of said reasons. All bids or quotes received under this section 2-634 shall be subject to review and approval by the administrator. Except where federal or state grant monies are involved, the County Council shall publicly approve each successful bid or quote which exceeds ~~\$100,000.00~~ **\$250,000.00**, but solely for the purpose of approving the expenditure of funds. It is specifically not the intent of this section that the County Council shall have any role in the selection of successful bids or quotes, but only that County Council approve such ultimate selection publicly. Change orders for previously approved construction contracts which cause the project to exceed budget or comprise ten percent or more of the total project cost require County Council approval.

- (i) Procedure in case of identical low bids. If the purchasing director does not suspect that the bids are a result of collusion, he may award the contract to the firm located in Anderson County when tied with an out-of-county firm. Tie bids involving either two in-county firms or two out-of-county firms may be resolved by the flip of a coin to determine the winning bid. Corrections or withdrawals of erroneous bids may be permitted. Bids may be rejected, if it is in the best interest of the county and done with valid reasons with the approval of the administrator and notification to County Council.
- (j) Forfeiture of bid surety. If the successful bidder does not enter into a contract within seven days after mailing of notice of award of contract, he shall forfeit any surety which accompanied his bid, unless the county is responsible for the delay. He shall also be held liable for any cost in excess of his bid surety which the county incurs in purchasing the goods or services elsewhere. All invitations to bid and bid forms will include this language.
- (k) Protested solicitations and awards.
 - (1) Right to protest. Any actual or prospective bidder, offeror, contractor or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing director. The protest, setting forth the grievance, shall be submitted in writing within

ten days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 30 days of notification of award of contract. County Council shall be notified of any protest made hereunder.

- (2) Authority to resolve protests. The purchasing director shall have authority with the advice and consent of the administrator prior to the commencement of an administrative review, as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, contractor or subcontractor, actual or prospective, concerning the solicitation or award of a contract without cost to the county. This authority shall be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the county. County Council shall be notified of any settlement and resolution made hereunder.
- (3) Decision. If the protest is not resolved by mutual agreement, the purchasing director shall promptly issue a decision in writing within ten days. The decision shall state the reasons for the action taken. County Council shall be notified of the decision made hereunder.
- (4) Notice of decision. A copy of the decision under subsection (3) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- (5) Finality of decision. A decision under subsection (3) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review, in writing, setting forth the grievance, to the purchasing review panel (review panel), under section 2-632, within ten days of the decision. The protestant may also request an interview with the panel.
- (6) Request for review. The request for a review shall not stay the purchase or contract unless fraudulent.
- (7) Reimbursement for reasonable costs and authority to grant other relief. If a protestant contends that it should have been awarded the contract under a solicitation but is not, then the party may apply to the review panel, as provided for in section 2-632, for relief. Upon receipt of this application, the review panel may order the computation and award of a reasonable reimbursement amount, including reimbursement of bid preparation costs, and may order such other and further relief as justice dictates, including, but not limited to, a re-

award of the contract or a rebid of the contract. The decision of the review panel and/or County Council shall be the final administrative review, subject only to review in circuit court.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-635. - Sole source procurement.

A contract may be awarded for a supply, service or construction item without competition when the purchasing director determines that there is only one source for the required supply, service or construction item.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-636. - Competitive sealed proposals.

- (a) Conditions for use. When the purchasing director recommends to the County Administrator and it is determined that the use of competitive sealed bidding is not practicable or advantageous to the county, competitive sealed proposals may be used. Proposals shall be solicited from at least five qualified sources, when such sources are available. Public notice shall be given in the same manner as stated in Sec. 2-634(b).
- (b) Proposal opening. Proposals shall be opened and only the names of the companies disclosed. Contents of competing offerors shall not be disclosed during the process of negotiation. Proposals shall be open for public inspection after award of the contract. Confidential proprietary material marked as such in the proposal shall not be disclosed.
- (c) Discussion with responsible offerors. Discussions may be conducted for the purpose of clarification and a full understanding of the requirements. Offerors shall be accorded fair and equal treatment.
- (d) Evaluation factors. The request for proposal shall state the evaluation factors in order of importance. Price and qualifications of the offeror shall be the two most significant factors to be taken into consideration when evaluating any proposal solicited under this section. Economic impact to the county may also be a consideration.

- (e) Award. The award shall be made to the offeror whose proposal is determined to be the most advantageous to the county, taking into consideration the evaluation factors set forth in the proposal. The contract file shall contain the basis on which the award was made.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-637. - Request for qualifications for professional services.

- (a) It is the policy of the county to announce publicly all requirements for professional services, including legal and auditing, and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of professional services, the purchasing director may, as required, request firms to submit a statement of qualifications and performance data. Professional services include, but is not limited to, architects, engineers, land surveying services, legal and auditing. The County Administrator may, as he deems appropriate, engage the services of professionals, particularly in matters that require confidentiality, or in situations where specialized expertise is required and not otherwise available with existing personnel.
- (b) Selection process. A selection committee composed of at least three members, to include the administrator or designee, the head of a using Department and one other person approved by the Administrator in need of the architect-engineer or land surveying services or other professional services shall conduct discussions with no less than three firms whenever possible regarding the proposed contract and the relative utility of alternative methods of approach for furnishing the required services and shall select from among them no less than two of the firms deemed most qualified to provide the required services. The selection of finalists shall be made in order of preference, based on criteria established and published by the selection committee, with the order of preference becoming a factor only in the event competitive bidding is prohibited by law.
- (c) Bidding and negotiation. Once the finalists are determined by the procedure set forth in preceding subsection, the purchasing director shall transmit a notice inviting bids to the finalists and the provisions of subsection 2-634(c) through (k) shall apply. In the event competitive bidding for services is prohibited by law, the remainder of this subsection shall apply. The purchasing director shall negotiate a contract with the

advice and consent of the administrator or designee, with the firm so selected to be the most qualified for architect-engineer, land surveying or other professional services at compensation which the purchasing director determines in writing to be fair and reasonable to the county. In making this decision, the purchasing director shall consider the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the purchasing director be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the purchasing director determines to be fair and reasonable to the county, negotiations with that firm shall be formally terminated. The purchasing director shall then undertake negotiations with other firms as selected by the committee in the order selected until an agreement is reached. At the completion of negotiations, a tabulation of fees proposed by the organizations solicited will be prepared and mailed or delivered to all interested parties.

- (d) External auditors. The procedures of this section shall be utilized to procure the services of the external, independent, certified professional accountants utilized by the county to conduct the county's annual external audit of its finances and financial records. Every independent, certified, professional accountant or accounting firm selected to perform the county's external, independent financial audit under this subsection must include, on staff, a certified fraud examiner who shall, as a part of the county's external, Independent financial audit, review for fraud, according to accepted and recognized, established accounting policies and procedures.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-638. - Purchases not exceeding ~~\$25,000.00~~ **\$50,000.00**.

Purchases where the estimated cost of the materials, equipment, or supplies is ~~\$10,000.01~~ **\$20,000.01** to ~~\$25,000.00~~ **\$50,000.00**, excluding tax, shall be made upon solicitation of written quotes from five qualified sources. Documentation of the solicitation and written responses shall be maintained in the quotation file. The purchasing director shall not be required to advertise publicly to invite quotations. The administrator may, at his discretion, require formal notice when such procedure is in the public interest.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-639. - Purchases not exceeding ~~\$10,000.00~~ **\$20,000.00**

Purchases where the estimated cost of the materials, equipment, or supplies is ~~\$2,500.01~~ **\$5,000.01** to ~~\$10,000.00~~ **\$20,000.00**, excluding tax, shall be made upon solicitation of verbal or written quotes from a minimum of three sources. Documentation of the solicitation and responses shall be maintained in the quotation file. The administrator may require that vendors submit written bids when such procedure is in the public interest.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-640. - Purchases not exceeding ~~\$2,500.00~~ **\$5,000.00**.

Any procurement of goods or services where the estimated cost is ~~\$2,500.00~~ **\$5,000.00** or less, excluding tax, may be made without competition if the purchasing director certifies that the price is deemed to be "fair and reasonable". Additional competition may be obtained whenever there is a reason to believe a quotation does not represent a fair and reasonable price.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-641. - Local preference.

The purchasing director shall grant those vendors maintaining a place of business in Anderson County a local preference of five percent. The local preference does not apply to purchases less than \$50.00 or more than \$100,000.00, excluding tax. Provided however, that if the procurement is to be made pursuant to state or federal guidelines which prohibit or restrict local preference, then in such circumstances there shall be no local preference.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-642. - Emergency purchases.

(a) By director. In case of an apparent emergency which requires immediate purchase of supplies or contractual services, the administrator or designee shall be empowered to authorize the director or his designee to secure by open market procedure as set forth in this article, at the lowest obtainable price, any supplies or contractual services regardless of the amount of the expenditure. A full report of the circumstances of an

emergency purchase shall be filed by the director with the administrator and County Council will be notified.

- (b) By head of department. In case of actual emergency, the head of any using department or agency may purchase directly any supplies and services whose immediate procurement is essential to prevent delays in the work of the using agency which may vitally affect the life, health, safety or welfare of citizens.
 - (1) Recorded explanation. The head of such department or agency shall send to the purchasing director a requisition and a copy of the delivery record together with a full written report of the circumstances of the emergency. The report shall be filed with the administrator as provided in subsection (a) of this section and County Council will be notified upon request.
 - (2) Emergency procedure. The director shall prescribe by rules and regulations the procedure under which emergency purchases by heads of using agencies may be made. A copy of those procedures shall be supplied to County Council.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-643. – State/**Federal** Purchasing.

The purchasing director may purchase any supplies, materials, equipment or contractual services through the State Procurement Office of the Division of General Services or through contract programs available through the federal General Services Administration (GSA).

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-644. - Purchase negotiations.

- (a) Generally. When lack of price or product competition renders the purposes of competitive bidding ineffective, the purchasing director may purchase supplies, materials, equipment or contractual services through negotiation with a vendor in accordance with preceding sections pertaining to limitations and approvals.

- (b) When permissible. Purchase by negotiation may be made when one of the following types of conditions exist:
 - (1) Items are obtained from only one source, and there are no acceptable equivalents;
 - (2) Bids are received, but prices are unreasonable;
 - (3) Emergencies exist. Emergencies shall be deemed to exist when a breakdown in machinery or in an essential service occurs, or when unforeseen circumstances arise, including delays by contractors, delays in transportation or unanticipated volume of work. In such cases, awards can be made without notice of intent as required in subsection (d) of this section;
 - (4) A contract already exists on a family of items that must be compatible;
 - (5) Repair and replacement parts or accessories peculiar to specialized equipment are needed;
 - (6) Identical bidding is a persistent pattern;
 - (7) Resale price maintenance is practiced by manufacturers, such as exclusive dealerships or other methods which result in only pre-established, published prices being offered;
 - (8) There are reasonable indications of collusive bidding; or
 - (9) Contracts are renewed if provided for in the original bid invitation.
- (c) Negotiated purchases. Written records shall be maintained for a period of three years of all negotiated bids. Such records shall include the name of the vendee, the amount of purchase, the equipment or supplies purchased and a justification for the negotiated bid.
- (d) Notice of intent. When the estimated cost of the supplies, materials, equipment or contractual services to be purchased by negotiation shall exceed \$25,000.00, the purchasing director shall advertise, except in the case of an emergency as defined in subsection (b) (3) of this section, a notice of intent to award a contract at least one time in a newspaper of general circulation in the county.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-645. - Exceptions.

- (a) Prohibition against subdivision. No contract or purchase may be subdivided or "stacked" to avoid the requirements of this article; provided, however, that individual items may be purchased from different bidders if:
 - (1) The requirements of preceding sections are followed with respect to the entire estimated cost of all items for which bids are invited; and
 - (2) Such practice is consistent with the terms of the notice inviting bids.
- (b) Award to other than low bidder. It is the policy of the county to award all contracts or purchases to the lowest responsive, responsible bidder, unless a combination of the following factors outweighs the single factor of cost, in which event justification to that extent will always be required to and approval received from the administrator or designee with notification to County Council:
 - (1) The ability of the bidder to perform the contract or provide the goods or services promptly or within the time specified without delay or interference;
 - (2) The quality, availability and adaptability of the goods or service for the use of the subject of the contract;
 - (3) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - (4) The number and scope of conditions attached to the bid;
 - (5) The delivery and discount terms of the bids;
 - (6) The convenience of the location where the goods are to be delivered or picked up or the service is to be rendered; and
 - (7) The best interests of the citizens of the county.
- (c) Price escalation clauses. The purchasing director may enter into contracts containing price escalation clauses upon the approval of the administrator or designee, provided that such escalations may reasonably be expected not to raise the average price of goods or services higher than prices offered by other bidders.
- (d) Cancellation of contracts. The purchasing director shall have the right to cancel any purchase or contract when the vendor is found to have violated or attempted to violate the provisions of this article or in any of the following instances and County Council will be notified:

- (1) If the vendor fails to make delivery within the time specified in the contract;
- (2) If the vendor fails to provide service when service is part of the contract;
- (3) If any supplies, materials or equipment delivered under the contract are rejected and are not promptly replaced by the vendor (if there are repeated rejections, the contract may be canceled, even though the vendor agrees to replace the items promptly);
- (4) If the vendor agrees to cancellation; or
- (5) If the contract is obtained by fraud, collusion, conspiracy or by any method which is in conflict with statutory or constitutional provisions of the state.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-646. - Purchase of surplus equipment.

Purchase of surplus equipment will be by the purchasing director with the approval of the administrator and notification to County Council. The purchasing director will work with the using departments in obtaining the supplies from surplus property.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-647. - Performance bonds.

The purchasing director shall require a 100 percent performance bond and a bid bond of five percent for every construction contract involving the performance of labor expected to cost \$100,000.00 or over. Any construction contract involving the performance labor estimated to cost less than \$100,000.00 but more than \$25,000.00 shall require a 100 percent performance bond or a certified check of ten percent of the contract amount, or some other amount set by County Council. Whenever a performance bond is required, a payment bond shall likewise be required. The provisions of this section may be waived by County Council.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-035, 10-03-2017)

Sec. 2-648. - Charges for plans and specifications.

When contractors require plans and specifications in order to submit a bid, the county may supply same and make charges for them. The county may, at its option, sell specific sheets of plans to contractors as may be required; however, specifications must be treated as a whole and charges made for them.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-649. - Retainage.

A ten percent retainage shall be retained by the county for every Construction project, **other than Road Improvements**. When 50 percent of the completion of the project has been obtained and when the County Council so approves, retainage may be reduced to zero, thus making the retainage actually five percent. Contractors may apply, in writing, to the administrator for this reduction. **A 3.5 percent retainage shall be retained by the county for all Road Improvement projects.**

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-650. - Time limits.

- (a) For every contract the county enters into, a time frame shall be established and incorporated into the contract between the county and the contractor. This time limit shall set the completion date of the work provided by the contractor. If the contractor fails to perform the stated work within the time frame, liquidated damages may be assessed by the county as indicated in the contract.
- (b) In solicitation for bids, proposals or qualifications, the county shall specify that the contractor shall provide in his bid document a time frame for completing the project. The county may, at its option, specify in its request for proposals, request for qualifications or in its invitation for bids a time frame for the completion of the work. If the contractor cannot provide the work in that time frame, he shall so indicate in his bid or his proposal, and the county shall take that into consideration. Any agreements reached between the contractor and the county shall be so stipulated in the contract agreement between the parties.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-651. - Exemptions.

At the discretion of the purchasing director, the following items are exempt from the purchasing procedures set forth above, but must still be acquired by the maximum level of competition available under the circumstances: utilities, fuel, heating fuel, asphalt, gravel and other aggregates, rentals, travel, telephone repair service, postage and post office box rentals, freight and express bills, dues and registration fees, bank services, detention center food items not otherwise covered by contract, published books, periodicals, advertising, speaker and musician fees reimbursed from admission charges, veterinary supplies, copyrighted educational materials only available from a single supplier, appraisers, aircraft repair work where the work is to be reimbursed by the aircraft owner and articles for commercial resale.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-652. - Notification to County Council.

Whenever notification to County Council is called for in this article V, notification shall be made by the administrator via his/her report given at the regularly scheduled meetings of County Council.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-653. - Sale of real property.

All county owned real property to be sold shall first be appraised by a qualified and licensed real estate appraiser and the appraised value shall determine the course of sale which at the discretion of County Council shall be by public auction or upon receipt of sealed bids pursuant to section 2-634, or by engaging the services of a broker to sell the property. If the sale is by public auction or upon receipt of sealed bids, notice of the sale shall be published at least once per week for four weeks in a newspaper of general circulation and shall also be posted at the county purchasing office and the property site. Said notice shall be posted for a reasonable amount of time, but no less than 30 days prior to the sale, and state the terms and conditions along with the appraised value of the property to be sold. If the sale is through engaging the assistance of a broker, any proposals presented by

the broker may be accepted or rejected in the sole discretion of County Council.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013), (Ord. No. 2017-025, 6-20-2017)

Sec. 2-654. - Maintenance and use of vendor list; tracking of purchases by NIGP Code.

- (a) The purchasing director shall maintain an electronic database of all qualified and responsible vendors sorted by the National Institute of Government Purchasing Commodity/Services Code, 18th edition ("NIGP Code"). Vendors maintaining a place of business in the county shall be notified by reasonable means periodically, but at least annually, of the opportunity to apply for placement in the database.
- (b) When notification of the opportunity to provide goods or services to the county is required under this division 2, whether by sealed bid (section 2-634), requests for proposals (section 2-636) or requests for qualifications (2-637) as well as in those circumstances where verbal or written quotes are called for depending upon the threshold amount of the purchase, notice or requests for quotes, as the case may be, shall be transmitted (electronically where the vendor has provided an email address to the purchasing department) to all applicable vendors in the database maintained by the purchasing director pursuant to the preceding subsection as well as to any other vendor deemed qualified and appropriate by the purchasing director.
- (c) Beginning with purchases made after the effective date of this division, the purchasing director shall maintain an inventory by NIGP Code of all purchases made under this division which exceed ~~\$2,500.00~~ **\$5,000.00**.

(Ord. No. 2013-004, § 1(Exh. A), 3-19-2013)

Sec. 2-655. – Project Delivery Methods Authorized for Infrastructure Facilities.

- (a) The County Administrator shall have the discretion to use (i) design-bid-build, (ii) construction management at-risk, (iii) operations and maintenance, (iv) design-build, (v) design-build-operate-maintain and (vi) design-build-finance-operate-maintenance as alternatives for procurement relating to infrastructure facilities and these alternative

project delivery methods shall have the definitions as provided in Section 11-35-2910 of the South Carolina Code of Laws, 1976, as amended. In exercising such discretion, the County Administrator shall consider the method which in the Administrator's discretion is the most advantageous to the County and will result in the most timely, economical, and successful completion of the infrastructure project. The determination of the method of source selection utilized shall be stated in writing and included as part of the contract file. As a part of this determination, the County Administrator shall determine if the County should prepare a request for proposals for providing such alternative for procurement related to the infrastructure project or if the County should retain outside consulting services to prepare such request for proposals.

(b) If the County Administrator determines that the use of an alternative project delivery method identified hereon is the most advantageous means of securing the construction contracting administration, the selection of the method of construction contracting administration used by the County and set forth in §2- 655(a) shall be submitted for review to the County Council. Within 15 days after notice of such review, an interested party shall submit to the County Council written comments which set forth the position of the party with respect to the decision as to which construction contracting method to use. At the next meeting of the Council, which is at least 15 days following notice of such review, those who submitted comments may address the Council. If County Council does not reject the selection of this method, the construction contracting administration shall be secured in the manner set forth in §2-655.

(c) If the method of construction contracting administration is determined under this Section, the Chairman of County Council shall select an independent monitor from an agency of County Government who does not report directly or indirectly to the County Administrator to observe the source selection process to determine if the process was fair, open and competitive at the time of source selection. The monitor shall give a written report to the Chairman which sets forth these findings.

(d) If the competitive sealed proposal method of construction contracting administration is determined to be the most

advantageous to the County, the County shall use such method set forth in §2-636 for the proposes of procuring this project delivery method. The request for proposals for any of these services shall set forth the criteria which the County will be using to select the successful proposal.

(Ord. No. 2018-059, 12-18-2018)

Secs. 2-656—2-670. - Reserved.

ORDINANCE NO. 2021-042

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

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on June 15, 2021 an inducement resolution (the “*Inducement Resolution*”) with respect to certain proposed investment by [Project Amelia], a _____ (the “*Company*”) (which was known to the County at the time as “*Project Amelia*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new distribution/manufacturing facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$13,000,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

WHEREAS, pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form

of the Fee Agreement which the County proposes to execute and deliver; and

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

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:

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

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

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

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

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

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

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

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

Section 4. 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 5. 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 _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Rusty Burns, Anderson County Administrator

Seth A. Riddley, Asst. Clerk to Anderson County Council

APPROVED AS TO FORM:

Leon Harmon, Anderson County Attorney

First Reading: _____, 2021
Second Reading: _____, 2021
Third Reading: _____, 2021
Public Hearing: _____, 2021

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 _____, 2021, _____, 2021, and _____, 2021, 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.

Seth A. Riddley, Asst. Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2021

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT AMELIA]

Dated as of _____, 2021

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SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

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

Company Name:	[Project Amelia]	Project Name:	Project Amelia
Projected Investment:	\$13,000,000		
Location (street):	<i>To be provided</i>	Tax Map No.:	<i>To be provided</i>
1. FILOT			
Required Investment:	\$13,000,000		
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	
Fixed Millage:	326.3 mills	Net Present Value (if yes, discount rate):	
Clawback information:	If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the FILOT is terminated retroactively		
2. MCIP			
Included in an MCIP:	To be included in Anderson/Greenville Park (2010)		
If yes, Name & Date:			
3. SSC			
Total Amount:			
No. of Years	30 years		
Yearly Increments:	85% years 1 – 5, 35% years 6 – 30		
Clawback information:	If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the SSRC is terminated retroactively		
4. Other information	In the event \$13,000,000 has been invested within the Standard Investment Period, the Standard Investment Period shall be extended an additional 5 years.		

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 2021 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Anderson County Council (the “*County Council*”) as the governing body of the County, and **[PROJECT AMELIA]**, a _____ organized and existing under the laws of the State of _____ (the “*Company*”).

RECITALS

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

2. Sections 4-1-17 and 12-44-70 of the Code authorize the County to provide special source revenue credit (“*Special Source Revenue Credit*”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a new distribution/manufacturing facility in the County.

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

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

6. By enactment of an Ordinance on _____, 2021, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

“Company” shall mean [PROJECT AMELIA], a _____, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$13,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Extended Investment Period” shall mean the period ending five (5) years after the end of the Standard Investment Period.

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

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

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

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

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

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

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period plus the Extended Investment Period, if applicable.

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

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

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

“MCIP Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Credits to the Company hereunder.

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

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

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

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

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

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

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

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

“State” shall mean the State of South Carolina.

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

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 326.3 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2021, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

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

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

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

[End of Article II]

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Standard Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2022. In the event, the Contract Minimum Investment Requirement has been met within the Standard Investment Period, the Investment Period shall be extended to include the Extended Investment Period.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

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

[End of Article III]

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

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

Step 3: Use a millage rate of 326.3 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of five (5) consecutive years in an amount equal to eighty-five percent (85%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement, and thereafter, for a period of twenty-five (25) consecutive years in an amount equal to thirty-five percent (35%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP 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 a Special Source Credit is taken.

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

(d) Should the Contract Minimum Investment Requirement not be met by the end of the Standard Investment Period, any Special Source Credits otherwise payable under this Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company, plus interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Standard Investment Period.

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

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

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

(h) All fee-in-lieu of *ad valorem* taxes pursuant to the agreement received by the County for MCIP premises located in the County attributable to current MCIP property shall be distributed in accordance with Section 3 of Ordinance 2010-026 and Paragraph 7 of the MCIP Agreement. All fee-in-lieu of *ad valorem* taxes pursuant to the agreement received by the County for MCIP premises located in the County attributable to MCIP property added on and after November 16, 2020 shall be distributed, net of special source credits provided by the County pursuant to Section 4-1-175 ("Net Park Fees") as follows: First, 15% of Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County, and Third, remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old *ad valorem* property tax in any of the areas comprising the County's portion of the MCIP in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 4.03 Failure to Achieve Minimum Investment Requirement

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

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached

hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

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

Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twenty-four (24) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Standard Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Credits shall be payable only from FILOT payments received from or payable

by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent

that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion and as evidenced by resolution passed by the County Council; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv)

the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

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

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

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

which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

Attn: _____

With a copy to:

James K. Price
Nexsen Pruet, LLC
104 South Main Street, Suite 900
Greenville, South Carolina 29601

If to the County:

Anderson County
Attn: Rusty Burns, County Administrator
P.O. Box 8002
Anderson, South Carolina 29622-8002

With a copy to:

Anderson County Attorney
P.O. Box 8002
Anderson, South Carolina 29622-8002

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto

(including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signature

The Parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the Parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

Rusty Burns, County Administrator,
Anderson County, South Carolina

Seth A. Riddley, Asst. Clerk to County Council,
Anderson County, South Carolina

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

[PROJECT AMELIA]

By: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2021 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

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

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

Name: _____

Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2021 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

(3) Of the total amount set forth in (2) above, \$ _____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

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

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

Name: _____
Its: _____

ORDINANCE NO. 2021-043

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

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on June 15, 2021 an inducement resolution (the “*Inducement Resolution*”) with respect to certain proposed investment by [PROJECT LIMESTONE], a _____ limited liability company (the “*Company*”) (which was known to the County at the time as “*Project Limestone*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new distribution/manufacturing facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$80,000,000 in an industrial park, but not less than \$31,429,049 in non-exempt investment for its first two buildings within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

WHEREAS, pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

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

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:

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

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

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

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

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

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

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

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

Section 4. 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 5. 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 _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Rusty Burns, County Administrator
Anderson County, South Carolina

By: _____
Seth A. Riddley, Asst. Clerk to Council
Anderson County, South Carolina

Approved as to form:

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

First Reading: _____, 2021
Second Reading: _____, 2021
Third Reading: _____, 2021
Public Hearing: _____, 2021

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 _____, 2021, _____, 2021, and _____, 2021, 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.

Seth A. Riddley, Asst. Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2021

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT LIMESTONE]

Dated as of _____, 2021

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SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

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

Company Name:	[PROJECT LIMESTONE]	Project Name:	Project 20190114
Projected Investment:	\$80,000,000		
Location (street):	<i>to be provided</i>	Tax Map No.:	<i>to be provided</i>
1. FILOT			
Required Investment:	\$31,421,049 in 1 st two buildings		
Investment Period:	5 years	Ordinance No./Date:	<i>to be provided</i>
Assessment Ratio:	6%	Term (years):	
Fixed Millage:	325.7 mills	Net Present Value (if yes, discount rate):	
Clawback information:	If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the FILOT is terminated retroactively		
2. MCIP			
Included in an MCIP:	To be included in Anderson/Greenville Park (2010)		
If yes, Name & Date:			
3. SSC			
Total Amount:			
No. of Years	30 years		
Yearly Increments:	90% years 1 – 5, 80% years 6 – 10 & 35% years 11 – 30		
Clawback information:	If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the SSC is reduced to 50% for years 6 - 10; if the Contract Minimum Investment Requirement is made by the 7 th year, the SSC will return to 80% for years 8-10.		
4. Other information	In the event \$31,421,049 has been invested within the Standard Investment Period, the Standard Investment Period shall be extended an additional 5 years.		

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 2021 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Anderson County Council (the “*County Council*”) as the governing body of the County, and **[PROJECT LIMESTONE]**, a limited liability company organized and existing under the laws of the State of _____ (the “*Company*”).

RECITALS

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

2. Sections 4-1-17 and 12-44-70 of the Code authorize the County to provide special source revenue credit (“*Special Source Revenue Credit*”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a new distribution/manufacturing facility in the County.

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

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

6. By enactment of an Ordinance on _____, 2021, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

“Company” shall mean [PROJECT LIMESTONE], a _____ limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

“Contract Minimum Investment Requirement” shall mean investment by the Company, any Affiliates and any Sponsor Affiliates on the Project Limestone Industrial Park Land and the first two buildings on the Project Limestone Industrial Park Land of at least \$31,429,049 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Extended Investment Period” shall mean the period ending five (5) years after the end of the Standard Investment Period.

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

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

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

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

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

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

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period plus the Extended Investment Period, if applicable.

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

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

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

“MCIP Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Credits to the Company hereunder.

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

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

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

“Project Limestone Industrial Park Land” shall mean all of the Land as described in Exhibit A-1 attached hereto, including any such Land that may be released from this Agreement in accordance with Section 3.01(c) and submitted to a separate fee in lieu of tax agreement.

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

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

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

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

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

“State” shall mean the State of South Carolina.

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

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 325.7 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2021, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

(f) The County agrees to waive up to \$300,000 of the cumulative sewer impact fees and up to \$300,000 of the cumulative building and code fees incurred in the Project Limestone Industrial Park.

Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

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

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

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

[End of Article II]

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Affiliate and any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Standard Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2022. In the event, the Contract Minimum Investment Requirement has been met within the Standard Investment Period, the Investment Period shall be extended to include the Extended Investment Period.

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

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable and the Company may release any such portion of the Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A and Exhibit A-1 to this Fee Agreement, in form reasonably acceptable to the County. The County's acceptance of such revised Exhibit A and Exhibit A-1 shall be established by a resolution of County Council.

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

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

[End of Article III]

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

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

Step 3: Use a millage rate of 325.7 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for the first five (5) consecutive years (years 1 through 5) in an amount equal to ninety percent (90%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement; the second five (5) consecutive years (years 6 through 10) in an amount equal to eighty percent (80%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement; and thereafter, for a period of twenty (20) consecutive years (years 11 through 30) in an amount equal to thirty-five percent (35%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP 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 a Special Source Credit is taken.

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

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

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

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

(g) All fee-in-lieu of *ad valorem* taxes pursuant to the agreement received by the County for MCIP premises located in the County attributable to current MCIP property shall be distributed in accordance with Section 3 of Ordinance 2010-026 and Paragraph 7 of the MCIP Agreement. All fee-in lieu of *ad valorem* taxes pursuant to the agreement received by the County for MCIP premises located in the County attributable to MCIP property added on and after November 16, 2020 shall be distributed, net of special source credits provided by the County pursuant to Section 4-1-175 ("Net Park Fees") as follows: First, 15% of Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County, and Third, remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old *ad valorem* property tax in any of the areas comprising the County's portion of the MCIP in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) Should the Contract Minimum Investment Requirement not be met by the end of the Standard Investment Period, any subsequent Special Source Credits shall be reduced to fifty percent (50%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period) for years six (6) through ten (10), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement; except, however, if the Contract Minimum Investment Requirement is met by the end of the seventh (7th) tax year following the Commencement Date, then the Special Source Credits going forward shall return to the original schedule. Any portion of Special Source Credits lost because of a failure to meet the Contract Minimum Investment Requirement by the end of the Standard Investment Period shall not be recoverable by the Company or its Sponsor Affiliates.

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

Section 4.04 Removal of Equipment

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

removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

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

[End of Article IV]

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twenty-four (24) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Standard Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Credits shall be payable only from FILOT payments received from or payable

by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent

that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion and as evidenced by resolution passed by the County Council; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv)

the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

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

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

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

which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

[PROJECT LIMESTONE]

With a copy to:

James K. Price
Nexsen Pruet, LLC
55 E. Camperdown Way, Suite 400
Greenville, South Carolina 29601

If to the County:

Anderson County
Attn: Rusty Burns, County Administrator
P.O. Box 8002
Anderson, South Carolina 29622-8002

With a copy to:

Anderson County Attorney
P.O. Box 8002
Anderson, South Carolina 29622-8002

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto

(including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signature

The Parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the Parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

Seth A. Riddley, Clerk to County Council,
Anderson County, South Carolina

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

company

[PROJECT LIMESTONE]
a _____ limited liability

By: _____
Name: _____
Its: _____

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

EXHIBIT A

**LAND
LEGAL DESCRIPTION**

[Legal description to be added]

[Tax Map No. to be added]

EXHIBIT A-1

**PROJECT LIMESTONE INDUSTRIAL PARK
LEGAL DESCRIPTION**

[Legal description to be added]

[Tax Map No. to be added]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of [PROJECT LIMESTONE] (the “*Company*”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2020 between Anderson County, South Carolina and the Company (the “*Agreement*”), as follows:

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

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

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

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

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of [PROJECT LIMESTONE] (the “*Company*”), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2020 between Anderson County, South Carolina and the Company (the “*Agreement*”), as follows:

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

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

(3) Of the total amount set forth in (2) above, \$_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

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

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

Name: _____
Its: _____

ORDINANCE NO. 2021-044

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

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on June 15, 2021 an inducement resolution (the “*Inducement Resolution*”) with respect to certain proposed investment by [PROJECT FLAY], a _____ limited liability company (the “*Company*”) (which was known to the County at the time as “*Project Flay*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new distribution/manufacturing facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$29,621,000 in the County and the expected creation by the Company’s tenant of 41 new, full-time jobs at the Project, all the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

WHEREAS, pursuant to the Inducement Agreement, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

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

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:

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

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

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

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

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

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

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

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

Section 4. 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 5. 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 _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Rusty Burns, County Administrator
Anderson County, South Carolina

By: _____
Seth A. Riddley, Asst. Clerk to Council
Anderson County, South Carolina

Approved as to form:

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

First Reading: _____, 2021
Second Reading: _____, 2021
Third Reading: _____, 2021
Public Hearing: _____, 2021

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 _____, 2021, _____, 2021, and _____, 2021, 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.

Seth A. Riddley, Asst. Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2021

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT FLAY]

Dated as of _____, 2021

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SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

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

Company Name:	[PROJECT FLAY]	Project Name:	Project Flay
Projected Investment:	\$29,621,000	Projected Jobs:	41
Location (street):	<i>to be provided</i>	Tax Map No.:	<i>to be provided</i>
1. FILOT			
Required Investment:	\$29,621,000		
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	
Fixed Millage:	333.5 mills	Net Present Value (if yes, discount rate):	
Clawback information:	If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the FILOT is terminated retroactively		
2. MCIP			
Included in an MCIP:	To be included in Anderson/Greenville Park (2010)		
If yes, Name & Date:			
3. SSC			
Total Amount:			
No. of Years	30 years		
Yearly Increments:	95% years 1 - 30		
Clawback information:	If the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement are both not made during the Standard Investment Period, the SSC is reduced to 85%; if the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement are both made by the 7 th year, the SSC will return to 95%		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the "**Fee Agreement**") is made and entered into as of _____, 20__ by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the "**County**"), a body politic and corporate and a political subdivision of the State of South Carolina (the "**State**"), acting by and through the Anderson County Council (the "**County Council**") as the governing body of the County, and _____, a _____ organized and existing under the laws of the State of _____ (the "**Company**").

RECITALS

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

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

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a facility in the County for organic indoor farming by [PRODUCER] (the "**Producer**").

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

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

6. By enactment of an Ordinance on _____, 20__, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the

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

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

“Company” shall mean _____, a _____, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$29,621,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“Contract Minimum Jobs Creation Requirement” shall mean, with respect to the Producer, forty-one (41) new full-time jobs (with benefits) with average wages at or exceeding \$20.66 per hour.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“MCIP Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Credits to the Company hereunder.

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

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

“Producer” shall mean _____, a _____, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Producer.

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

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

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

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

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

“State” shall mean the State of South Carolina.

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

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 333.5 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2021, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

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

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

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

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate and the Producer, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately 41 new, full-time jobs (with benefits) within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2022.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

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

[End of Article III]

ARTICLE IV
FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

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

Step 3: Use a millage rate of 333.5 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of thirty (30) consecutive years in an amount equal to ninety-five percent (95%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

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

(d) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Fee Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

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

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

(g) All fee-in-lieu of *ad valorem* taxes pursuant to the agreement received by the County for MCIP premises located in the County attributable to current MCIP property shall be distributed in accordance with Section 3 of Ordinance 2010-026 and Paragraph 7 of the MCIP Agreement. All fee-in-lieu of *ad valorem* taxes pursuant to the agreement received by the County for MCIP premises located in the County attributable to MCIP property added on and after November 16, 2020 shall be distributed, net of special source credits provided by the County pursuant to Section 4-1-175 (“Net Park Fees”) as follows: First, 15% of Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County, and Third, remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old *ad valorem* property tax in any of the areas comprising the County’s portion of the MCIP in the same percentage as is equal to that taxing entity’s percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) Should the Contract Minimum Investment Requirement not be met by the Company by the end of the Standard Investment Period or should the Contract Minimum Jobs Creation Requirement not be met by the Producer by the end of the Standard Investment Period, any subsequent Special Source Credits shall be reduced to eighty-five percent (85%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement; except, however, if the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement are both met by the end of the seventh (7th) tax year following the Commencement Date, then the Special Source Credits going forward shall return to ninety-five (95%). Any portion of Special Source Credits lost because of a failure to meet the Contract Minimum Investment Requirement or the Contract Minimum Jobs Creation Requirement by the end of the Standard Investment Period shall not be recoverable by the Company or its Sponsor Affiliates.

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

Section 4.04 Removal of Equipment

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

property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

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

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

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

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Credits shall be payable only from FILOT Payments received from or

payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

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

(the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion and as evidenced by resolution passed by the County Council; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the

extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

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

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such

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

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

[PROJECT FLAY]

Attn: _____

With a copy to:

James K. Price
Nexsen Pruet, LLC
104 South Main Street, Suite 900
Greenville, South Carolina 29601

If to the County:

Anderson County
Attn: Rusty Burns, County Administrator
P.O. Box 8002
Anderson, South Carolina 29622-8002

With a copy to:

Anderson County Attorney
P.O. Box 8002
Anderson, South Carolina 29622-8002

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party

hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signature

The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

Seth A. Riddley, Asst. Clerk to County Council,
Anderson County, South Carolina

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

[PROJECT FLAY]

By: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 20__ between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

(3) The total number of employees of the Producer at the Project as of December 31, 20__ is ____ and their average wage exceeds \$20.66 per hour.

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

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

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 20__ between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

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

Personal Property Description

Investment Amount

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

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

Name: _____

Its: _____

ORDINANCE NO. 2021-045

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO ADD FITESA SIMPSONVILLE, INC. TO THE BUSINESS PARK; AND OTHER MATTERS RELATED THERETO.

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

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

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

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

DONE in meeting duly assembled this ___ day of _____, 2021.

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator

Seth A. Riddley
Asst. Anderson County Clerk to Council

APPROVE AS TO FORM:

Leon C. Harmon
Anderson County Attorney

FOR ANDERSON COUNTY

Tommy Dunn, Chairman
Anderson County Council

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

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

Greenville County TMS Numbers:

- 0331.00-01-001.02
- 0331.00-01-001.03
- 0331.00-01-001.04
- 0331.00-01-001.08
- 0331.00-01-001.09
- 0331.00-01-001.16
- 0331.00-01-001.17

RESOLUTION NO. 2021-029

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT AMELIA, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT WITH RESPECT TO AN INDUSTRIAL PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT AMELIA WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Anderson County, South Carolina (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers, the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Project Amelia (the “*Company*”) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a distribution/manufacturing facility in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of at least \$13,000,000 in non-exempt investment by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

WHEREAS, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source credit incentives with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; and

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the “*Multi-County Park Authority*”), the

County intends to cause the site on which the Project will be located, to the extent not already therein located, in a multi-county industrial and business park (a "**Park**") established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the "**Park 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; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council, and for the purpose of providing development incentives for the Project through the payment by the Companies of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, and for the purpose of providing for the provision special source credits against payments in lieu of taxes made by the Company pursuant to a Park Agreement in order to allow reimbursement to the company for a portion of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, there is hereby authorized to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the "**Inducement Agreement**") so as to establish, among other things, that the County and the Company will be parties to a fee in lieu tax (and special source credit) agreement (the "**Fee Agreement**").

(b) The County Council will use its best efforts to take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Park or another qualified multi-county industrial or business park in order that the tax benefits contemplated hereunder and afforded by the laws of the State for projects located within multi-county industrial or business parks will be available to the Company for at least the term of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

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

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

DONE in meeting duly assembled this 15th day of June, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

Rusty Burns, County Administrator,
Anderson County, South Carolina

Seth A. Riddley, Asst. Clerk to County Council,
Anderson County, South Carolina

APPROVED AS TO FORM:

Leon Harmon, County Attorney,
Anderson County, South Carolina

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this “*Agreement*”) made and entered into as of June 15, 2021 by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “*County*”), and [PROJECT AMELIA], a _____ (the “*Company*”).

WITNESSETH:

ARTICLE I RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; to issue special source revenue bonds, or in the alternative, to provide special source credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers 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.

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a distribution/manufacturing facility in the County (collectively, the “*Project*”), which will result in an expected investment by the Company in the Project of at least \$13,000,000 (the “*Investment Target*”) by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the “*Investment Period*”).

(c) Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place the site of the Project in a multi-county industrial and business park (the “*Park*”) established by the County pursuant to qualifying agreement with Greenville County or other adjoining county in the State (the “*Park Agreement*”).

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act, and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as described herein against its payments in lieu of taxes in respect of the Company’s investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) 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, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated June 15, 2021, and on the terms and conditions set forth.

ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company with respect to the Project (the “*Fee Agreement*”).

Section 2.2. The Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will be for a period of thirty (30) years after the last year of the capital investment made under the Fee Agreement during the Investment Period, commencing with the first year of the capital investment made under the Fee Agreement.

(b) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 326.3 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2021); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the FILOT Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby permits the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Company, in its sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Companies pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit equal to 85% of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for five (5) consecutive years and thereafter, an annual special source credit equal to 35% of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for twenty-five (25) consecutive years (for a total of 30 consecutive years).

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 investment in the Project for which a special source credit is taken.

In no event shall the aggregate amount of any special source credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.8. Should the Company fail to meet the Investment Target by the end of the Investment Period, any special source credits otherwise payable under the Fee Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of

the special source credits previously received by the Company, plus interest at the rate payable for late payment of taxes.

ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANIES

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate themselves to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(d) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company agrees also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target during the Investment Period.

ARTICLE IV GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE 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 SPECIAL SOURCE CREDITS.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee Agreement and the Infrastructure Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreements.

Section 4.3. If for any reason this Agreement (as opposed to the Fee in Lieu of Tax and Special Source Credit Agreement, which are contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Companies on or before December 31, 2021, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of their rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any

form whatsoever nor any form of partnership or other legal entity relationship between the County and the Companies.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

Seth A. Riddley, Asst. Clerk to County Council,
Anderson County, South Carolina

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

[PROJECT AMELIA]

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

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 a resolution which was adopted by the County Council at its meeting of June 15, 2021, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

Clerk to Anderson County Council

Dated: June 15, 2021

RESOLUTION NO. 2021-030

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT LIMESTONE, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT LIMESTONE WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Anderson County, South Carolina (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers, the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Project Limestone (the “*Company*”) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute commercial/industrial facilities in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of approximately \$80,000,000 in an industrial park, but not less than \$31,429,049 in non-exempt investment for its first two buildings by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

WHEREAS, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source credit incentives with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; and

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the ***“Multi-County Park Authority”***), the County intends to cause the site on which the Project will be located, to the extent not already therein located, in a multi-county industrial and business park (a ***“Park”***) established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the ***“Park Agreement”***); and

WHEREAS, the County intends to support the Project by providing a waiver of sewer impact fees up to \$300,000 and waivers of building and codes fees up to \$300,000; 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; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council, and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, and for the purpose of providing for the provision special source credits against payments in lieu of taxes made by the Company pursuant to a Park Agreement in order to allow reimbursement to the company for a portion of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, there is hereby authorized to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the ***“Inducement Agreement”***) so as to establish, among other things, that the County and the Company will be parties to a fee in lieu tax and special source credit agreement (the ***“Fee Agreement”***).

(b) The County Council will use its best efforts to take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Park or another qualified multi-county industrial or business park in order that the tax benefits contemplated hereunder and afforded by the laws of the State for projects located within multi-county industrial or business parks will be available to the Company for at least the term of each Fee Agreement.

(c) The County waives the cumulative sewer impact fees up to \$300,000 and waives the cumulative building and codes fees up to \$300,000 incurred in the Project’s industrial park.

Section 2. The provisions, terms and conditions of each Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

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

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

DONE in meeting duly assembled this ____ day of June, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Rusty Burns, County Administrator
Anderson County, South Carolina

By: _____
Seth A. Riddley, Clerk to Council
Anderson County, South Carolina

Approved as to form:

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

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this “*Agreement*”) made and entered into as of June _____, 2021 by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “*County*”), and **PROJECT LIMESTONE**, a _____ limited liability company (the “*Company*”).

WITNESSETH:

ARTICLE I RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the “*FILOT Act*”) and Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; to issue special source revenue bonds, or in the alternative, to provide special source credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers the 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.

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute commercial/industrial facilities in the County (collectively, the “*Project*”), which will result in an expected investment by the Company in the Project of approximately \$80,000,000 in its industrial park, but not less than \$31,429,049 collectively in its first two buildings (the “*Investment Target*”) by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the “*Investment Period*”).

(c) Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place or maintain the site of the Project in a multi-county industrial and business park (the “*Park*”) established by the County pursuant to qualifying agreement with Greenville County or other adjoining county in the State (the “*Park Agreement*”).

(d) The County waives up to \$300,000 of the cumulative sewer impact fees and up to \$300,000 of the cumulative building and code fees incurred in the Project’s industrial park.

(e) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the

FILOT Act, and the Company and the County have agreed as set forth in each Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as described herein against its payments in lieu of taxes in respect of the Company's investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(f) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) 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, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated June ___, 2021, and on the terms and conditions set forth.

ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company for each of the first two buildings in the Project (each a "***Fee Agreement***").

Section 2.2. Each Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of each Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. Each Fee Agreement shall contain, in substance, the following provisions:

(a) The term of each Fee Agreement will be for a period of thirty (30) years following the last year of its respective Investment Period.

(b) Each Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(c) Each Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years after each year of the capital investment made under each Fee Agreement during its respective Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 325.7 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2021); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all

applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the FILOT Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby consents to the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of each Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under each Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Company, in its sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to each Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Company pursuant to the Park Agreement or each Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit equal to 90% of each year's payments in lieu of taxes pursuant to the Park Agreement with respect to the subject building in the Project during the first five (5) years of the payments in lieu of taxes under each Fee Agreement; 80% of each year's payments in lieu of taxes pursuant to the Park Agreement with respect to the subject building in the Project during the second five (5) years (years 6-10) of the payments in lieu of taxes under each Fee Agreement; and 35% of each year's payments in lieu of taxes pursuant to the Park Agreement with respect to the subject building in the Project during the next twenty (20) years (years 11-30) of the payments in lieu of taxes under each Fee Agreement. Each of the first two buildings shall get the full benefit of the aforescribed credits, such that the scheduled credits shall be applicable to the payments in lieu of taxes beginning in the first year after the subject building is placed in service as evidenced by the first certificate of occupancy issued by the County for the subject building.

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 investment in the Project for which a special source credit is taken.

In no event shall the aggregate amount of any special source credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, each Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of each Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related

documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.8. Should the Company fail to collectively invest at least \$31,429,049 in the first two buildings in the Project, by the end of the Investment Period for the first building placed in service, any subsequent special source credits shall be reduced to fifty percent (50%) of that portion of payments in lieu of taxes 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) for years six (6) through ten (10), calculated and applied after payment of the amount due the non-host county under the Park Agreement; except, however, if the \$31,429,049 investment is met by the end of the seventh (7th) tax year following the year the first building was placed in service, then the special source credits going forward shall return to the original schedule. Any portion of special source credits lost because of a failure to meet the investment requirement by the end of the Investment Period shall not be recoverable by the Company.

ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Except with respect to each Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into each Fee Agreement, under the terms of which it will obligate themselves to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(c) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and each Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company agrees also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target during the Investment Period.

ARTICLE IV GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE 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 SPECIAL SOURCE CREDITS.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into each Fee in Lieu of Tax and Special Source Credit Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreement.

Section 4.3. If for any reason this Agreement (as opposed to each Fee in Lieu of Tax and Special Source Credit Agreement, which is contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2021, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of each Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of their rights and/or obligations under this Agreement to one or more other entities, in connection with each

Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Company.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

Attest:

By:_____
Seth A. Riddley, Asst. Clerk to Council
Anderson County, South Carolina

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

PROJECT LIMESTONE

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

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 a resolution which was adopted by the County Council at its meeting of June ___, 2021, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

Clerk to Anderson County Council

Dated: June ___, 2021

RESOLUTION NO. 2021-031

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND [PROJECT FLAY], WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY [PROJECT FLAY] WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Anderson County, South Carolina (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers, the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, [Project Flay] (the “*Company*”) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute commercial/industrial facilities in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of approximately \$29,621,000 in non-exempt investment by the Company and the expected creation by the Company’s tenant of approximately 41 new, full-time jobs (with benefits) in connection therewith, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

WHEREAS, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source credit incentives with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; and

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the ***“Multi-County Park Authority”***), the County intends to cause the site on which the Project will be located, to the extent not already therein located, in a multi-county industrial and business park (a ***“Park”***) established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the ***“Park 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; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council, and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, and for the purpose of providing for the provision special source credits against payments in lieu of taxes made by the Company pursuant to a Park Agreement in order to allow reimbursement to the company for a portion of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, there is hereby authorized to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the ***“Inducement Agreement”***) so as to establish, among other things, that the County and the Company will be parties to a fee in lieu tax and special source credit agreement (the ***“Fee Agreement”***).

(b) The County Council will use its best efforts to take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Park or another qualified multi-county industrial or business park in order that the tax benefits contemplated hereunder and afforded by the laws of the State for projects located within multi-county industrial or business parks will be available to the Company for at least the term of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

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

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

DONE in meeting duly assembled this ____ day of June, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Rusty Burns, County Administrator
Anderson County, South Carolina

By: _____
Seth A. Riddley, Asst. Clerk to Council
Anderson County, South Carolina

Approved as to form:

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

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this “*Agreement*”) made and entered into as of June _____, 2021 by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “*County*”), and **[PROJECT FLAY]**, a _____ limited liability company (the “*Company*”).

WITNESSETH:

ARTICLE I RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the “*FILOT Act*”) and Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; to issue special source revenue bonds, or in the alternative, to provide special source credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers the 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.

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute commercial/industrial facilities in the County (collectively, the “*Project*”), which will result in an expected investment by the Company in the Project of approximately \$29,621,000 (the “*Investment Target*”) and the expected creation by the Company’s tenant of at least 41 new, full-time, jobs (with benefits) with respect thereto (the “*Jobs Creation Target*”), all by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the “*Investment Period*”).

(c) Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place or maintain the site of the Project in a multi-county industrial and business park (the “*Park*”) established by the County pursuant to qualifying agreement with Greenville County or other adjoining county in the State (the “*Park Agreement*”).

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act, and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as

described herein against its payments in lieu of taxes in respect of the Company's investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(f) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) 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, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated June ___, 2021, and on the terms and conditions set forth.

ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company with respect to the Project ("***Fee Agreement***").

Section 2.2. The Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will be for a period of thirty (30) years following the last year of the Investment Period.

(b) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years after each year of the capital investment made under the Fee Agreement during its respective Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 333.5 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2021); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the

Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the FILOT Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby consents to the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Company, in its sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Company pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit equal to 95% of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for thirty (30) consecutive years.

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 investment in the Project for which a special source credit is taken.

In no event shall the aggregate amount of any special source credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.8. Should the Company fail to collectively invest at least \$29,621,000 in connection with the Project, by the end of the Investment Period, or should the Company's tenant not create 41 new full-time jobs (with benefits) by the end of the Investment Period, any subsequent special source credits shall be reduced to eighty-five percent (85%) of that portion of payments in lieu of taxes 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; except, however, if the \$29,621,000 investment and the 41 new full-time jobs (with benefits) are both met by the end of the seventh (7th) tax year following the year the Project is placed in service, then the special source credits going forward shall return to ninety-five (95%). Any portion of special source credits lost because of a failure to meet the investment or jobs creation requirement by the end of the Investment Period shall not be recoverable by the Company.

ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate themselves to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(c) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company agrees also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target and the Jobs Creation Target during the Investment Period.

ARTICLE IV GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE 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 SPECIAL SOURCE CREDITS.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee in Lieu of Tax and Special Source Credit Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreement.

Section 4.3. If for any reason this Agreement (as opposed to the Fee in Lieu of Tax and Special Source Credit Agreement, which is contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2022, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of their rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Company.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

Attest:

By:_____
Lacey A. Croegaert, Clerk to Council
Anderson County, South Carolina

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

[PROJECT FLAY]

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

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 a resolution which was adopted by the County Council at its meeting of June ___, 2021, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

Clerk to Anderson County Council

Dated: June ___, 2021

ADDENDUM D

ANDERSON COUNTY

CHANGE ORDER NO: 2

Project: Bid #21-033 P.A.W.S.

TO: Sterling Structure & Design, LLC

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: Addition of Second PAW per Drawings/Specifications

Original contract price: \$372,576.00

Requested Change Order Amount: \$134,446.00

Previous Change Order amount: \$5,160.00

New contract price: \$512,182.00

TIME FOR COMPLETION: September 30, 2021

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Agreement and Project documents. This adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of the County. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: _____

Print Name: _____

Its: _____

Date: _____

ANDERSON COUNTY

By: _____

Print Name: _____

Its: County Administrator

Date: _____

Sayre Street - U.S. Hwy. 29 Business
45 MPH

CONTRACTOR SHALL KEEP ROAD AS
NEEDED TO PREVENT TRACKING OF
MUDGEMENT OFF-SITE

CONSTRUCTION
ENTRANCE

CONCRETE WASH-OUT

LIMITS OF
DISTURBANCE

PROVIDE 8'
LONG - HOOKS
@ 10' O.C.

POSSIBLE FENCE LINE

PERMANENT OUTLET
PROTECTION
800' ± 0"
DEPTH = 0"
LENGTH = 7'
UPSTREAM WIDTH = 4.5'
DOWNSTREAM WIDTH = 5.2'

PERMANENT OUTLET
PROTECTION
800' ± 0"
DEPTH = 0"
LENGTH = 8'
UPSTREAM WIDTH = 2'
DOWNSTREAM WIDTH = 7'

BLIND MANHOLE
ELEVATION
ELEV. 710.00
ELEV. 710.00

AREA	1.00
CH. SITE DISTURBANCE	1.00
OFF-SITE DISTURBANCE	1.00
TOTAL AS	3.00

AREA
SITE
CH. SITE
OFF-SITE
TOTAL AS

ADDENDUM B

ANDERSON COUNTY

CHANGE ORDER NO: 1

Project: Bid #21-040 Green Pond Landing Amphitheater Project

To: The Belk Company, LLC

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: Add Alternate C \$118,952.00, Alternate D \$20,495.00 and Alternate E \$12,000.00.

Original Contract Price: \$ 507,292.00

Change Order Amount: \$ 151,447.00

New Contract Price: \$ 658,739.00

Original Completion Date: June 11, 2021

New Completion Date: August 31, 2021

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Agreement and Project documents. This adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of the County. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: _____

Print Name: _____

Its: _____

Date: _____

ANDERSON COUNTY

By: _____

Print Name: _____

Its: County Administrator

Date: _____

ADDENDUM B

ANDERSON COUNTY

CHANGE ORDER NO: 1

Project: Bid 21-026 Green Pond Landing Weigh-In-Dock Project

To: The Belk Company, LLC

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: Add Item No. 7 Design, Furnish and Install 42.5' x 10' Standard Floating Dock with Concrete Pontoons \$153,000.00 plus \$12,847 material cost increase, add 40 ft. portion of Item No. Alt 1 Design, Furnish, and Install 120' x 12' Floating "T head" with Concrete Pontoons \$240,500.00.

Original Contract Price: \$ 1,146,695.00

Change Order Amount: \$ 403,347.00

New Contract Price: \$ 1,550,042.00

Original Completion Date: June 11, 2021

New Completion Date: November 30, 2021 contingent on delivery of materials.

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Agreement and Project documents. This adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of the County. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: _____

Print Name: _____

Its: _____

Date: _____

ANDERSON COUNTY

By: _____

Print Name: _____

Its: County Administrator

Date: _____

The Belk Company, LLC
General Contractors

6/8/2021

Judy Shelato
Special projects manager
Anderson County SC

Project # 21-026 Green Pond Landing Weigh-in-Dock Project

Cost to furnish and install 10' x 40' dock w/concrete floats \$162,847.00

Cost to furnish and install 12' x 40' T-Head W/ concrete floats \$240,500.00

Respectfully Submitted,

David Belk

President





To: Mr. Rusty Burns, County Administrator
From: Robert E. Carroll, Central Services Director *REC*
Date: 06/11/21
Subject: Short Term Rentals RFP Recommendation

Anderson County recently received Request for Proposals from four companies to assist the County in collecting AFEE from Short Term Rentals within Anderson County. A committee of three County employees evaluated their responses and recommend award to Host Compliance/Granicus. Please place this item on the next council agenda for their approval.

Tommy Dunn
Chairman, District 5

John B. Wright, Jr.
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



MEMORANDUM

ANDERSON COUNTY DEVELOPMENT STANDARDS

ATE: April 2, 2021

TO: Lacey Croeger
Executive Clerk to Council

FROM: Tim Cartee
Land Use Administrator

CC: Holt Hopkins, Alesia Hunter

SUBJECT: Rogers Knoll Subdivision Phase II

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 roads into the County Maintenance System.

This will add 1,577 feet of paved roads to the county maintenance system.

Developer: Mark III Properties, Inc.
Location: Rogers Road
County Council District: 7
Roads: Hillendale Way, Baythorne Way

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

Tommy Dunn
Chairman, District 5

John B. Wright
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Gracie Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: 4/1/ 2021

TO: Alesia Hunter
Development Standards

FROM: Norman McGill
Roadway Management Supervisor

CC: Holt Hopkins

SUBJECT: Rogers Knoll Subdivision Phase 2

To the best of my ability, I certify that there are no known drainage issues in **Rogers Knoll Subdivision Phase 2** 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 1,577 feet of paved roads to the county maintenance system.

District: 7

Location: Rogers Knoll Subdivision Phase 2

Roads: **Hillandale Way (P-01-0174) & Baythorne Way (P-01-0185)**

Tommy Dunn
Chairman, District 5

John B. Wright
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

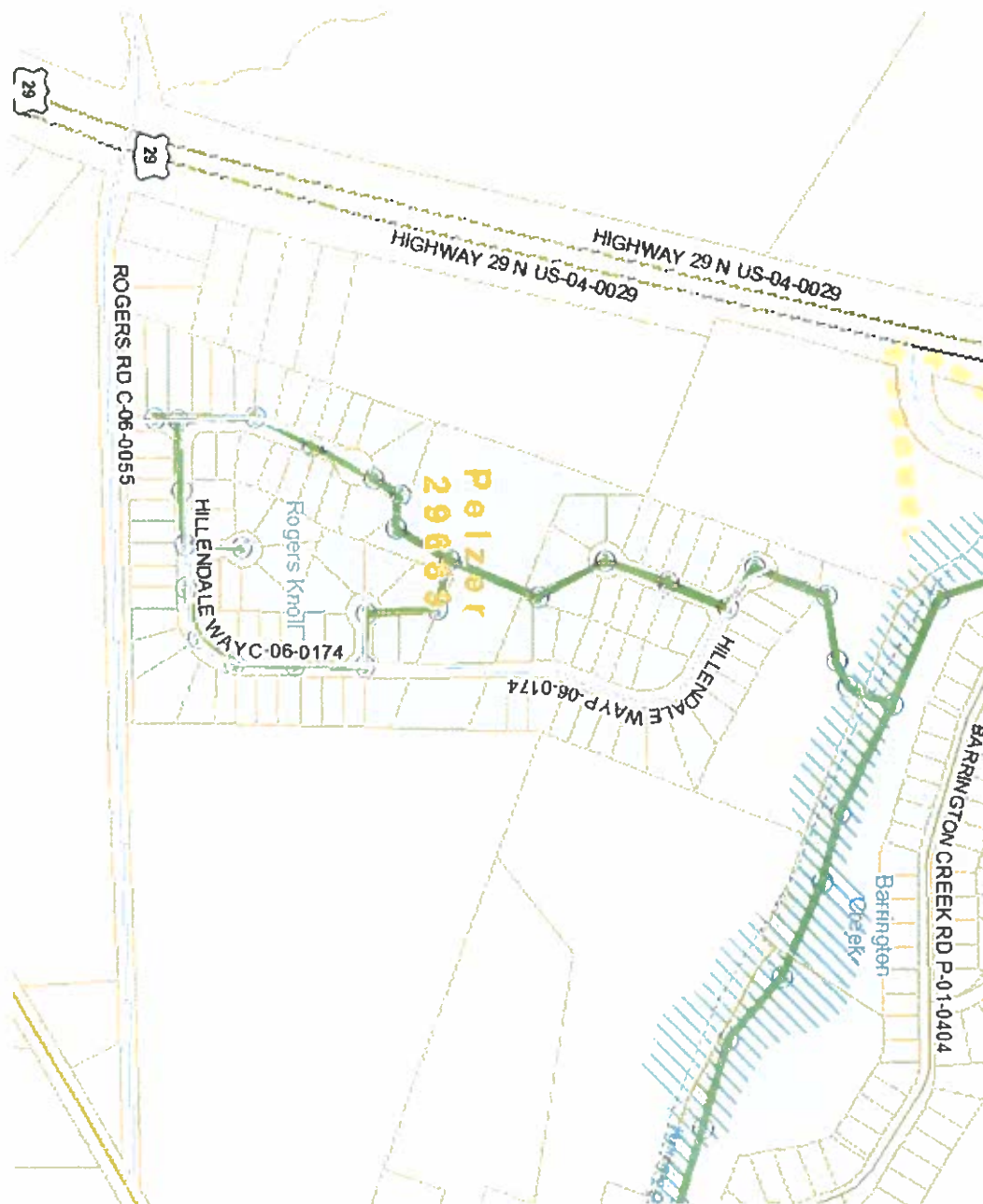
Gracie Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

Roads & Bridges Department





Recreation Fund Appropriations Form

Anderson County Council Clerk P. O. Box 8002 Anderson, SC 29622

Email: lcroegaert@andersoncountysc.org

Fax: 864-260-4356

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM: DI

1. Name of entity requesting recreation fund appropriation:

Upstate Chapter, American Red Cross

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

\$1,000.00

3. The purpose for which the funds are being requested:

Support expenses for tennis tournament - annual charity event

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

Yes - see attached

5. Contact Person:

Lisa Colby

Mailing Address:

P.O. Box 9835, Greenville SC 29604

Phone Number:

864-551-1832

Email:

Lisa.Colby@Redcross.org

6. Statement as to whether the entity will be providing matching funds:

no matching funds provided

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.

Lisa Colby

Signature

Lisa Colby

Print Name

5/25/21

Date



State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

Jan 22, 2021

American Red Cross
David Hines
2424 CITY HALL LN
N CHARLESTON, SC 29406

RE: Exemption Confirmation

Charity Public ID: C37953492

Dear David Hines :

This letter confirms that the Secretary of State's Office has received and accepted your Application for Exemption. **If you submitted your Application for Exemption using the Charities Online Filing System, this letter of confirmation has been issued pending further review by Division of Public Charities staff.**

The exemption for your charitable organization will expire on Nov 15, 2021. If any of the information on your Application for Exemption form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization. Additionally, if at any time your charitable organization no longer qualifies for an exemption, the organization must immediately register with the Secretary of State's Office. Please note that failure to comply with the registration provisions of the Solicitation of Charitable Funds Act may result in fines of up to \$2,000.00 for each separate violation.

If you have any questions or concerns, please visit our website at www.sos.sc.gov or contact our office using the contact information below.

Sincerely,

Kimberly S. Wickersham
Director, Division of Public Charities

June 10, 2021

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

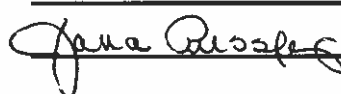
<u>Council</u> <u>Meeting of:</u>	<u>Check</u> <u>Dated:</u>	<u>Check</u> <u>Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	2,759.43
			Return of Appropriation from SC Upstate Equine that was not used - FY 16/17	1,000.00
8/25/2020	9/2/2020	88827	Anderson Pregnancy Care	(5,000.00)
8/25/2020	9/2/2020	88946	Proverbs Mentoring Organization	(1,000.00)
10/6/2020	10/14/2020	90366	Tiaras to Crowns (Bookbags & Supplies)	(250.00)
11/12/2020	11/18/2020	91088	Anderson Cavaliers	(500.00)
11/12/2020	11/18/2020	91093	Anderson County Library	(10,000.00)
11/12/2020	11/18/2020	91103	Anderson Five Education Foundation	(4,000.00)
11/12/2020	11/18/2020	91278	Widows Watchmen	(500.00)
11/12/2020	11/18/2020	91088	YMCA of Anderson	(3,000.00)
11/20/2020	12/2/2020	91591	Tackling the Streets	(500.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(250.00)
12/15/2020	12/22/2020	92059	Anderson Interfaith Ministries (Home Repairs)	(2,000.00)
1/19/2021	1/20/2021	92728	Palmetto Knights (Battle of Nations)	(500.00)
1/19/2021	1/20/2021	92763	Vets Helping Vets of Anderson (to purchase a storage container)	(500.00)
2/2/2021	2/10/2021	93103	Anderson Arts Center (Rainbow Gang)	(400.00)
3/2/2021	3/3/2021	94448	Fellowship of Christian Athletes (FCA)	(1,250.00)
4/20/2021	5/12/2021	95590	Safe Harbor	(500.00)
5/4/2021	6/9/2021	96179	Anderson Jets Track Club	(300.00)
5/4/2021	6/9/2021	96235	Generation 4 - COVID 19	(300.00)

SUB-TOTAL 3,009.43

Committed:

Ending Balance 3,009.43

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



Seth Riddley, Assistant Clerk to Council

DATE: _____

Jana Pressley, Assistant Finance Manager

DATE: June 10, 2021

June 10, 2021

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

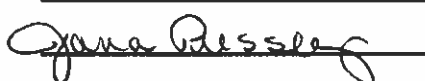
<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2020 - 2021	25,000.00
			From Accommodations Fee	5,000.00
			Brought Forward	14,857.50
8/25/2020	8/26/2020	88807	Zone Services, The	(820.00)
10/6/2020	10/14/2020	90239	Calvary Homes for Children	(2,000.00)
10/6/2020	10/14/2020	90275	Generation 4 (Community Food Bank)	(2,000.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Food Bank)	(2,000.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Resource Guide)	(250.00)
10/6/2020	10/21/2020	90526	Potter's House Restoration	(2,500.00)
11/12/2020	11/18/2020	91135	City of Anderson Recreation	(1,500.00)
11/12/2020	11/18/2020	91174	Haven of Rest	(1,000.00)

SUB-TOTAL 32,587.50

Committed:

Ending Balance 32,587.50

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



Seth Riddley, Assistant Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: _____

DATE: June 10, 2021

June 10, 2021

DISTRICT 3 - SPECIAL PROJECTS

001-5829-003-241

FY Ended June 30, 2021

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	578.89
7/7/2020	7/15/2020	87579	American Legion Post #44	(2,000.00)
7/7/2020	7/15/2020	87740	Town of Starr for PRD Grant	(960.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Resource Guide)	(250.00)
11/12/2020	11/18/2020	91146	Crescent Elite Shooters	(1,000.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(100.00)
12/15/2020	12/22/2020	92061	Anderson Pregnancy Care (Building Furnishings)	(3,000.00)
1/19/2021	1/20/2021	92783	Vets Helping Vets of Anderson (to purchase a storage container)	(500.00)
2/16/2021	2/24/2021	93449	Belton Alliance (Belton Rail Trail)	(5,000.00)
3/2/2021	3/3/2021	94448	Fellowship of Christian Athletes (FCA)	(250.00)
4/20/2021	5/12/2021	95512	City of Belton	(5,000.00)
4/20/2021	5/12/2021	95546	Iva Recreation	(5,000.00)
4/20/2021	5/12/2021	95590	Safe Harbor	(500.00)
4/20/2021	5/12/2021	95607	Starr Recreation	(5,000.00)
4/20/2021	6/9/2021	96216	Crescent - Anglers	(500.00)
5/4/2021	6/9/2021	96179	Anderson Jets Track Club	(300.00)
5/4/2021	6/9/2021	96235	Generation 4 - COVID 19	(300.00)

SUB-TOTAL 918.89

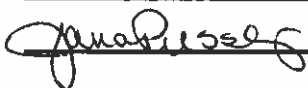
Committed:

Ending Balance 918.89

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

Seth Riddley, Assistant Clerk to Council

DATE: _____



Jana Pressley, Assistant Finance Manager

DATE: June 10, 2021

June 10, 2021

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

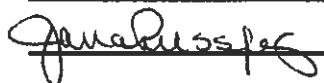
<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	18,706.99
			Return of Appropriation from SC Upstate Equine that was not used - FY 16/17	5,000.00
8/25/2020	9/2/2020	88828	Anderson Pregnancy Care	(500.00)
8/25/2020	9/2/2020	88875	Distinguished Young Women	(300.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Resource Guide)	(250.00)
10/6/2020	10/14/2020	90366	Tiaras to Crowns (Bookbags & Supplies)	(250.00)
11/12/2020	11/18/2020	91165	Goats 4 Goodness	(1,500.00)
11/20/2020	12/2/2020	91591	Tackling the Streets	(500.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(500.00)
12/15/2020	12/22/2020	92172	Tiaras to Crowns (Winter coats and supplies)	(250.00)
1/19/2021	1/20/2021	92728	Palmetto Knights (Battle of Nations)	(500.00)
1/19/2021	1/20/2021	92783	Vets Helping Vets of Anderson (to purchase a storage container)	(1,250.00)
2/2/2021	2/10/2021	93104	Anderson Arts Center (Rainbow Gang)	(400.00)
3/2/2021	3/10/2021	93914	SC Upstate Equine Council	(2,000.00)
3/2/2021	3/3/2021	94448	Fellowship of Christian Athletes (FCA)	(250.00)
4/20/2021	5/12/2021	95590	Safe Harbor	(500.00)
5/4/2021	6/9/2021	96179	Anderson Jets Track Club	(300.00)
5/4/2021	6/9/2021	96235	Generation 4 - COVID 19	(750.00)

SUB-TOTAL 43,706.99

Committed:

Ending Balance 43,706.99

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



Seth Riddley, Assistant Clerk to Council

DATE: _____

Jana Pressley, Assistant Finance Manager

DATE: June 10, 2021

June 10, 2021

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

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	8,390.05
8/25/2020	9/2/2020	88829	Anderson Pregnancy Care	(500.00)
8/25/2020	9/2/2020	88874	Distinguished Young Women	(300.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Resource Guide)	(250.00)
10/6/2020	10/14/2020	90366	Tiaras to Crowns (Bookbags & Supplies)	(250.00)
11/12/2020	11/18/2020	91089	Anderson Cavaliers	(500.00)
11/20/2020	12/2/2020	91591	Tackling the Streets	(500.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(150.00)
12/15/2020	12/17/2020	JE 9076	PARD Match Wellington Park (Basketball Court)	(2,500.00)
1/19/2021	1/20/2021	92728	Palmetto Knights (Battle of Nations)	(500.00)
1/19/2021	1/20/2021	92783	Vets Helping Vets of Anderson (to purchase a storage container)	(500.00)
2/2/2021	2/10/2021	93105	Anderson Arts Center (Rainbow Gang)	(400.00)
3/2/2021	3/3/2021	94448	Fellowship of Christian Athletes (FCA)	(250.00)
4/20/2021	5/12/2021	95590	Safe Harbor	(500.00)
5/4/2021	6/9/2021	96179	Anderson Jets Track Club	(300.00)
5/4/2021	6/9/2021	96235	Generation 4 - COVID 19	(750.00)

SUB-TOTAL 30,240.05

Committed:

Ending Balance 30,240.05

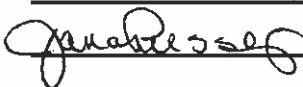
We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Seth Riddley, Assistant Clerk to Council

DATE: _____

Jana Pressley, Assistant Finance Manager

DATE: June 10, 2021



June 10, 2021

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

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	--	Budget 2020 - 2021	25,000.00
	--	--	From Accommodations Fee	5,000.00
			Brought Forward	9,194.45
8/26/2020	9/2/2020	88856	CESA Tri County	(6,000.00)
8/25/2020	9/2/2020	88873	Distinguished Young Women	(300.00)
8/26/2020	9/2/2020	88942	PLAY (Powdersville League of Athletic Youth)	(5,000.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Resource Guide)	(250.00)
10/6/2020	10/14/2020	90389	YMCA of Powdersville (mentor Program)	(2,500.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(100.00)
12/15/2020	12/17/2020	JE 9076	PARD Match Hurricane Springs Park (Park Improvements)	(5,000.00)
1/19/2021	1/20/2021	92783	Vets Helping Vets of Anderson (to purchase a storage container)	(500.00)
3/2/2021	3/8/2021	JE 9103	Saluda River Rally	(2,500.00)
3/2/2021	3/3/2021	94448	Fellowship of Christian Athletes (FCA)	(250.00)
4/6/2021	4/14/2021	94856	Piedmont Historical Preservation Society	(2,500.00)
4/20/2021	5/12/2021	95590	Safe Harbor	(500.00)
5/4/2021	6/9/2021	96307	Powdersville Y Mentor Program	(2,500.00)

SUB-TOTAL 11,294.45

Committed:

Ending Balance 11,294.45

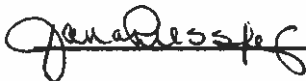
We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Seth Riddley, Assistant Clerk to Council

DATE: _____

Jana Pressley, Assistant Finance Manager

DATE: June 10, 2021



June 10, 2021

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

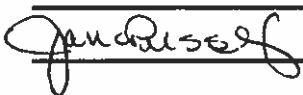
Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	50.00
11/12/2020	11/18/2020	91130	Cheddar Youth Center	(3,500.00)
11/20/2020	12/2/2020	91533	Honea Path Free Clinic	(1,000.00)
11/20/2020	12/2/2020	91548	Mill Town Players	(1,300.00)
11/20/2020	12/2/2020	91594	Town of Pelzer	(1,000.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(100.00)
12/15/2020	12/22/2020	92175	Town of Pelzer (Assist with Mural)	(200.00)
1/19/2021	1/20/2021	92728	Palmetto Knights (Battle of Nations)	(500.00)
1/19/2021	1/20/2021	92763	Vets Helping Vets of Anderson (to purchase a storage container)	(250.00)
3/2/2021	3/3/2021	94448	Fellowship of Christian Athletes (FCA)	(200.00)
3/2/2021	3/8/2021	JE 9103	Saluda River Rally	(2,500.00)
3/2/2021	3/5/2021	93941	Town of Williamston (Recreation for Youth)	(5,000.00)
3/16/2021	3/24/2021	94352	Town of Honea Path (Recreation Needs)	(5,000.00)
3/16/2021	3/24/2021	94355	Town of Pelzer (Recreation Needs)	(1,000.00)
3/16/2021	3/24/2021	94354	Town of West Pelzer (Recreation Needs)	(3,500.00)
4/20/2021	5/12/2021	95590	Safe Harbor	(500.00)
4/20/2021	6/9/2021	96201	Carolina Community Center	(3,500.00)
5/4/2021	6/9/2021	96179	Anderson Jets Track Club	(200.00)

SUB-TOTAL 800.00

Committed:

Ending Balance 800.00

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



Seth Riddley, Assistant Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: _____

DATE: June 10, 2021

Through May 31st, 2021

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

District 1 Paying Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies now in account 000					
Totals:			\$0.00	\$0.00	

Amy Merritt
June 1, 2021

12/2/21

Through May 31st, 2021

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

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

Prepared By: Amy Merritt

Certified by: Neil Carney

Neil Carney
Date

Amy Merrill
June 1, 2021

NAVCs
6/2/21

Through May 31st, 2021

Projects/Towns&Cities/Other

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

Certified By: Neil Camey
Date

12/2/6
NANCY

Through May 31st, 2021

Projects/Towns&Cities/Other

District 4 Paving Plan

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

Certified By: Neil Carney
Date

Amy Merrill
June 1, 2021

12/2/21
NANCY

Through May 31st, 2021

Projects/Towns&Cities/Other

District 5 Paving Plan

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

Certified By: Neil Camey
Date

Amy Merrill
June 1, 2021

12/21
Nelson

Through May 31st, 2021

Projects/Towns&Cities/Other

District 6 Paving Plan

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

Certified By: Neil Carney
Date

Amy Merrill
June 1, 2021

12/2/20

Through May 31st, 2021

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

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

10/2/21

Total	\$2,270,842.04
FY 18-19 Budget	\$1,500,000.00
Transfer In	\$770,842.04

Prepared by: Amy Merritt
Date: 6-1-2021

Certified by: Neil Carney

Date _____

Nov 6/21

Committed	\$2,213,998.59
AVAILABLE	\$56,843.45

Approved Date	Project	Projects/Towns-Cities/Other			Completion Date
		Scope	Appropriated Amount	Total Spent to Date	
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00	\$1,400.00	04/30/19
08/07/18	Town of Honea Path	Paving	\$48,000.00	\$18,345.05	
08/07/18	Town of Pelzer	Paving	\$17,000.00	\$5,217.45	
08/07/18	Town of West Pelzer	Paving	\$25,000.00	\$25,000.00	
08/07/18	Town of Williamston	Paving	\$52,000.00	\$23,095.83	
08/21/18	School District Road in D6	Paving	\$0.00	\$0.00	
10/02/18	Mental Health Parking Lot	Pave Parking Lot	\$23,158.55	\$23,158.55	
10/04/18	C-Fund Matching Funds	Paving	\$315,000.00	\$315,000.00	Transfer complete
11/07/18	Road Improvement Plan	See Below	\$1,723,840.04	\$2,224,750.48	
		Totals:	\$2,213,998.59	\$2,636,167.56	

Road Name	District	Scope of Work	Estimate	Total Spent to Date	Completion Date
Hobson Road	1	CS/Pave	\$83,571	\$81,449.14	01/00/00
Oakridge Court	1	CS/Pave	\$18,908	\$19,346.79	01/00/00
Horibson Drive	7	FDP/Pave	\$46,633	\$0.00	01/00/00
Plantation Road	4	CIPR	\$51,000	\$52,205.60	01/00/00
Branch Road	4	CIPR	\$86,288	\$81,550.68	01/00/00
Valley Drive	4	CIPR	\$43,144	\$43,967.21	01/00/00
Meadow Road	4	CIPR	\$51,584	\$25,396.28	01/00/00
Governor's Boulevard	1	FDR/Pave	\$171,024	\$164,979.09	01/00/00
Hopewell Ridge	7	CIPR/Pave	\$152,636	\$137,189.01	01/00/00
Winding Creek Road	7	CIPR/Pave	\$73,901	\$69,591.91	01/00/00
Creekside Court	7	CIPR/Pave	\$14,425	\$20,651.79	01/00/00
Grossridge Lane	7	CIPR/Pave	\$17,224	\$23,667.65	01/00/00
Old Oak Trail	7	CIPR/Pave	\$21,092	\$29,644.68	01/00/00
Grove Road	2/3	Pave	\$142,944	\$142,805.44	01/00/00
Shirley Drive	2	Pave	\$175,467	\$138,488.64	01/00/00
Arlene Road	3/5	FDP/ST/FS	\$243,293	\$237,157.95	01/00/00
Firetower Road	6/4	FDP/ST/FS	\$142,982	\$188,392.08	01/00/00
Old Webb Road	5	FDP/Pave	\$184,905	\$175,614.78	01/00/00
Holden Lane	5	Mill/Binder/Pave	\$10,515	\$12,895.20	01/00/00
Celly Lane	6	FDP/Pave	\$244,679	\$365,758.33	01/00/00
			\$1,976,215	\$2,010,752.25	

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