



AGENDA

**ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, September 7, 2021 at 6:30 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
*Chairman Tommy Dunn, Presiding***

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Jimmy Davis

3. APPROVAL OF MINUTES

August 3, 2021
August 17, 2021

4. CITIZENS COMMENTS

Agenda Matters Only

5. REPORT FROM PUBLIC SAFETY COMMITTEE MEETING HELD, AUGUST 30, 2021

- a. EMS- Update
- b. QRV Update

Hon. Ray Graham (allotted 10 minutes)

6. REPORT FROM PLANNING & PUBLIC WORKS COMMITTEE MEETING HELD AUGUST 24, 2021

- a. Conservation Design Development Tax Credit

Hon. M. Cindy Wilson (allotted 10 minutes)

7. REPORT FROM APPALACHIAN COUNCIL OF GOVERNMENT MEETING HELD AUGUST 27, 2021

Transportation related matters

Hon. M. Cindy Wilson (allotted 5 minutes)

8. ORDINANCE THIRD READING

a. **2020-035** An Ordinance to amend Ordinance section 38-302, 38-312, 38-331, 38-351, 38-353, 38-356, 38-358 and Article III (Subdivision), Chapter 38, of the Code of Ordinances Anderson County, South Carolina so as to provide Development Standards and other matters related thereto. (**PUBLIC HEARING –THREE MINUTE TIME LIMIT**)

Hon. M. Cindy Wilson (allotted 5 minutes)

b. **2021-048** An Ordinance authorizing the sale of Anderson County owned capacity in the Town of Williamston Wastewater Treatment Plant and Anderson County sewer infrastructure to serve the Forest Hills subdivision; and other matters related thereto. (**PUBLIC HEARING-THREE MINUTE TIME LIMIT**)

Mr. Rusty Burns (allotted 5 minutes)

c. **2021-047** 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 (Project Stella) (**PUBLIC HEARING-THREE MINUTE TIME LIMIT**)

Mr. Burriss Nelson (allotted 5 minutes)

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



d. **2021-049**- An ordinance authorizing the execution and delivery of a Special Source Credit Agreement between Anderson County, South Carolina and Robert Bosch LLC; and other matters relating thereto. (**PUBLIC HEARING- THREE MINUTE TIME LIMIT**)

Mr. Burriss Nelson (allotted 5 minutes)

e. **2021-039** 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 +/- 11.23 acres from I-2 (Industrial District) to S-1 (Services District) on a parcel of land on Welpine Rd, in the Denver-Sandy Springs Precinct shown in Deed Book 14951 page 58. The parcel is further identified as TMS #93-00-04-004.

Ms. Alesia Hunter (allotted 5 minutes)

f. **2021-038** 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 +/- 136.83 acres from R-20 (Single- Family Residential) to IZD (Innovative Zoning District) on three parcels of land in the Mt. Tabor Precinct shown in Deed Book 11262, 11262, and 12920 page 00024, 00024, and 00087 respectively; and including the Statement of Intent for "Cornerstone" dated April 30, 2021. The parcels are further identified as TMS #043-00-01-006, 043- 00-01-020 and 043-00-11-021.

Ms. Alesia Hunter (allotted 5 minutes)

g. **2021-037** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 2.193 acres from C-1N (Neighborhood Commercial) to R-20 (Single-Family Residential) on a parcel of land, identified as Tract 1-B Bowen Rd in the Hopewell Precinct shown in Deed Book S2763 page 00006. The parcel is further identified as part of TMS #145-07-01-010.

Ms. Alesia Hunter (allotted 5 minutes)

9. ORDINANCE SECOND READING

a. **2021-051** An ordinance to amend the agreement for development of a joint county industrial and business park by and between Greenville county and Anderson county, South Carolina, so as to include additional property in Greenville County as part of the joint county industrial and business park, and other matters relating thereto. (**PUBLIC HEARING- THREE MINUTE TIME LIMIT**)

Mr. Burriss Nelson (allotted 5 minutes)

b. **2021-052** An Ordinance authorizing a fee-in-lieu-of-tax arrangement on behalf of Project Woodmont (The "Company") pursuant to a fee-in-lieu-of-tax agreement between Anderson County, South Carolina (The "County") and the company; authorizing a 5-year extension of the investment period for all investments or the minimum investment requirement; authorizing the granting of certain infrastructure credits to the company; and other matters relating to the foregoing.

Mr. Burriss Nelson (allotted 5 minutes)

10. ORDINANCE FIRST READING

a. **2021-053** 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 +/- 15.44 acres from to R-20 (Single Family Residential) to R-A (Residential -Agricultural) on a parcel of land, identified as 417A Big Woods Cir in Bowling Green Precinct shown in Deed Book 9170 page 00035. The parcel is further identified as TMS 198-00-05-038 (**PUBLIC HEARING- THREE MINUTE TIME LIMIT**)

Ms. Alesia Hunter (allotted 5 minutes)

b. **2021-054** 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 +/- 8.18 acres from C-2 (Highway Commercial District) to I-2 (Industrial Park District) on a parcel of land identified as 4610 Liberty Hwy, Anderson in



the Five Forks Precinct shown in Deed Book 15407 page 00244. The parcel is further identified as TMS#92-00-06-016; **(PUBLIC HEARING- THREE MINUTE TIME LIMIT)**

Ms. Alesia Hunter (allotted 5 minutes)

c. **2021-055**- 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 +/- 48.56 acres from C-2 (Commercial District) & I-1 (Industrial District) to IZD (Innovative Zoning District) on three parcels of land on Welpine Road in Denver-Sandy Springs Precinct shown in Deed Book 12169 page 238, Deed Book 11541 page 243 & Deed Book 12932 page 241. The parcels are further identified as TMS#93-00-03-002, TMS#92-00-08-006 & TMS #92-03-01-018. **(PUBLIC HEARING- THREE MINUTE TIME LIMIT)**

Ms. Alesia Hunter (allotted 5 minutes)

d. **2021-056** An Ordinance to amend section 2-37 of the code of ordinances, Anderson county, South Carolina, so as to allow Anderson County council members to participate in meetings from remote locations by electronic means; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

11. RESOLUTIONS:

a. **R2021-040** A Resolution expressing intent to cease county maintenance on and to authorize county consent to judicial abandonment and closure of the end portion of Smithland Bend designated as c-14-0057a; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

b. **R2021-041** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina, and Project Woodmont whereby, under certain conditions, said company will acquire, by construction and purchase, certain property in Anderson County and Anderson County will execute fee-in-lieu-of-tax agreements(s) and provide certain economic documents and enact certain further legislation for said company's project involving fifty million dollars (\$50,000,000) in total investment and the expected creation of 135 new, full-time jobs in the County.

Mr. Burriss Nelson (allotted 5 minutes)

12. BID APPROVAL: None

13. APPROVAL OF CERTIFICATION OF 2021 TAX LEVY TO COUNTY AUDITOR

14. EXECUTIVE SESSION

(a) Legal Advice involving the following matters

- i. EMS Circuit Court Case
- ii. CoTransCo Circuit Court case.
- iii. Intellectual Property Matter

iv. Contractual matter involving Town of Pendleton and City of Clemson Wastewater Treatment

(b) Council action following Executive Session

15. APPOINTMENTS: None

16. REQUESTS BY COUNCIL

- a. Pendleton Farmers Society -Dist. #4
- b. Powdersville League of Athletic Youth (PLAY) Rental Asst. - Dist. #6
- c. Powdersville League of Athletic Youth Baseball/Football Field Upkeep -Dist. #6
- d. ACSC Genealogical Society -Equipment- All Districts
- e. AIM-Homeless Fund-All Districts



17. ADMINISTRATOR'S REPORT

a. Building & Codes Reports

18. CITIZENS COMMENTS

Non-Agenda Matters

19. REMARKS FROM COUNCIL

20. ADJOURNMENT

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

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
AUGUST 3, 2021

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
JANIE TURMON

1 TOMMY DUNN: I'd like to call the
2 August the 3rd meeting of our presentations, special
3 presentations, meeting to order. I'd like to welcome
4 each and every one of y'all here. Thank y'all for
5 coming out tonight.

6 First order of business is Resolution R2021-036,
7 Ms. Wilson.

8 CINDY WILSON: Thank you, Mr. Chairman.
9 This is a very exciting day. And there will be an even
10 more exciting day on August 23rd.

11 THIS IS A RESOLUTION TO RECOGNIZE AND HONOR PELZER
12 HERITAGE COMMISSION OFFICERS DIANNE LOLLIS AND LARRY
13 COKER; AND OTHER MATTERS RELATED THERETO.

14 WHEREAS, the Pelzer Heritage Commission was founded
15 to undertake preservation and beautification projects
16 of the Town of Pelzer; and,

17 WHEREAS, throughout its history, the PHC has been
18 led by Dianne Lollis and Larry Coker, both of whom were
19 born and raised in the old Pelzer mill village and,
20 like their fellow PHC members, are committed to the
21 revitalization of the community they love; and,

22 WHEREAS, under the leadership of Mrs. Lollis and
23 Mr. Coker, the PHC has taken on projects great and
24 small in an effort to offer Pelzer a renewed place of
25 pride while also respecting the area's textile
26 heritage; and,

27 WHEREAS, among many other things, the group's
28 efforts to date have included clean-up of the old
29 Pelzer Mill office building, restoration of the Lower
30 Mill flag pole, preservation of the town's historic
31 cemeteries, and the establishment of Overlook Park on
32 the Saluda River; and,

33 WHEREAS, the PHC took its efforts to a new level in
34 2013 when the group purchased the Upper and Lower Mill
35 sites, and with Anderson County initiated cleanup and
36 reuse efforts at both sites; and,

37 WHEREAS, after several years of effort, and
38 overcoming more than a few obstacles, the
39 revitalization efforts at the Upper and Lower Mill
40 sites are nearing conclusion; and,

41 WHEREAS, none of these efforts would have been
42 possible without Mrs. Lollis and Mr. Coker's vision
43 and determination; and,

44 WHEREAS, it is the desire of County Council to
45 express its sincere gratitude for a job well done in
46 the service of the community;

47 NOW, THEREFORE, BE IT RESOLVED that the Anderson
48 County Council hereby extends its deepest appreciation
49 to Pelzer Heritage Commission President Diane Lollis
50 and Vice-President Larry Coker for all they have done

1 to make a brighter future for the Town of Pelzer.
 2 Together you have overcome adversity, and you've done
 3 what others said was impossible. We commend you, we
 4 honor you, and we thank you.

5 RESOLVED in a meeting duly assembled this 3rd day
 6 of August, 2021.

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

8 TOMMY DUNN: Yes, you may. Do we have
 9 a second?

10 BRETT SANDERS: Second.

11 TOMMY DUNN: Second Mr. Sanders. Any
 12 discussion?

13 CINDY WILSON: Very quickly. While we
 14 have the Board of Realtors here, we want to make sure
 15 you go check out Pelzer. There are going to be some
 16 fabulous announcements soon. Great opportunities to
 17 buy those old houses and redo them and make good money
 18 and give people good homes.

19 And it must be said that Miss Diane and Mr. Larry
 20 believe in zero based budgeting. They started with
 21 zero money and with their incredible cheerleading
 22 efforts and rounding up all the volunteers, it's just a
 23 remarkable and inspirational effort they've made.
 24 We're so grateful. And they're finally going to have
 25 some fabulous announcements shortly. Thank you.

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

29 Ms. Wilson.

30 CINDY WILSON: If we may have our fellow
 31 council members and Mr. Coker and Mrs. Lollis and their
 32 families.

33 PRESENTATION OF RESOLUTION

34 APPLAUSE

35 TOMMY DUNN: Okay. We'll be moving on
 36 now to item number 2(b), Resolution R2021-037. Mr.
 37 Wright.

38 JOHN WRIGHT: Yes, sir. Thank you, Mr.
 39 Chairman. It's my honor to present this resolution
 40 this evening.

41 THIS IS A RESOLUTION TO RECOGNIZE AND HONOR MR. BOB
 42 HOLCOMBE FOR HIS SERVICE TO THE SPECIAL POPULATIONS
 43 RAINBOW GANG; AND OTHER MATTERS RELATED THERETO.

44 WHEREAS, Robert M. Holcombe, known to all of us as
 45 Bob, is an Anderson County native who excelled in both
 46 his professional and community service endeavors; and,

47 WHEREAS, during Bob's 46-year career with JP
 48 Stevens and Safety Components International he rose to
 49 the highly regarded position of Laboratory Director and
 50 was named as a Fellow by the American Society for

1 Testing and Materials; and,

2 WHEREAS, due to his professional reputation and the
3 esteem in which he was held by his colleagues, Bob was
4 often called upon by the FBI to testify as an expert
5 witness in fiber analysis and identification, and also
6 served as an Auditor for the American Association for
7 Laboratory Accreditation; and,

8 WHEREAS, Bob's professional success is exceeded
9 only by his record of community service, having
10 volunteered his time as a Boy Scout leader, boys
11 recreational league baseball coach, church youth
12 leader, and Sunday School Teacher; and,

13 WHEREAS, Bob has been especially generous in
14 sharing his talents with the Anderson County Special
15 Population Recreation "Rainbow Gang" program and the
16 Area 14 Special Olympics. He has served as a coach on
17 the local, state and national levels, attended National
18 Games twice as the South Carolina team's Bocce Coach,
19 and is a recipient of the Spirit of Special Olympics
20 Award by the state; and,

21 WHEREAS, Bob has always considered himself to be a
22 member of the Rainbow Gang, not just as a volunteer.
23 He has often said that the athletes, or "The Troops" as
24 he likes to call them, have inspired him and changed
25 his life for the better.

26 WHEREAS, it is the desire of County Council to
27 express its sincere gratitude to one who has given of
28 himself in so many ways;

29 NOW, THEREFORE, BE IT RESOLVED that the Anderson
30 County Council hereby extends its deepest appreciation
31 to Robert M. "Bob" Holcombe for all he has done to make
32 a better world for us all, and especially for all he
33 has done to help "The Troops" in the Rainbow Gang. We
34 commend you, we honor you, and we thank you.

35 RESOLVED in a meeting duly assembled this 3rd day
36 of August, 2021.

37 And Mr. Chairman, I'd like to put that in the form
38 of a motion, please.

39 TOMMY DUNN: Have a motion. Do we
40 have a second?

41 BRETT SANDERS: Second.

42 TOMMY DUNN: I think the whole council
43 seconds that. Are there any discussion? I'd just like
44 to say, Mr. Holcombe, Anderson County really does
45 appreciate you, what all you've done for the citizens
46 and for this group. It speaks highly of you. As you
47 see, a large amount are here supporting you tonight.
48 And we're glad to see that group here. We appreciate
49 what all you've done. People like you, I think, is
50 what makes Anderson County special. I know your

1 daughter works for us here at the county. And we
2 appreciate what all y'all's family has done for
3 Anderson County. We want to really thank y'all very,
4 very much. And I know you've been a little bit under
5 the weather and we appreciate you coming out here and
6 accepting this award tonight. We really do mean it,
7 and we really do appreciate what all you've done for
8 Anderson County and for Your Troops, as you call them.
9 Anyone else? We'll put in the form of a motion. I
10 mean, we'll vote, call for the vote. All in favor.
11 All opposed like sign. Show the motion carries
12 unanimously. Mr. Burns.

13 **PRESENTATION OF RESOLUTION**

14 **APPLAUSE**

15 BOB HOLCOMBE: Here's the first
16 athlete I coached.

17 **APPLAUSE**

18 BOB HOLCOMBE; I'd like to thank
19 the county for providing facilities and the support
20 that we have for Special Olympics and for the Rainbow
21 Gang.

22 I've said before on volunteer jobs, you get paid a
23 hug when you get there. You get paid a hug when you go
24 home. (Inaudible.)

25 TOMMY DUNN: Again, we want to thank
26 y'all folks for coming out. This will conclude this
27 part of our council meeting. We'll dismiss now. We'll
28 reconvene back for our regular council meeting starting
29 at 6:30.

30
31 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:15 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
AUGUST 3, 2021

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
JANIE TURMON

1 TOMMY DUNN: At this time I'd like to
 2 call the August the 3rd Anderson County Council regular
 3 meeting to order. I'd like to welcome each and every
 4 one of y'all here and thank y'all for coming tonight
 5 and participating in your local government.

6 First of all, I'd like to ask Councilman Jimmy
 7 Davis if he would lead us in the invocation and pledge
 8 of allegiance. If we'd all rise, please.

9 JIMMY DAVIS: Let us bow in prayer.

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

11 TOMMY DUNN: Before we get started,
 12 I'd just like to make a little housekeeping, Councilman
 13 Ray Graham and Councilman Glenn Davis will not be here
 14 tonight. They're at an Association of Counties meeting
 15 down at Hilton Head. And we appreciate them going down
 16 there and participating and bringing back and
 17 representing Anderson County. So that's the reason
 18 those two folks are not here tonight.

19 We'll move on, item number 3, approval of minutes
 20 of July. They haven't been received, so we won't be
 21 approving them or disapproving them tonight. We'll do
 22 that next meeting.

23 And at this time moving on to item number 4, be
 24 citizens comments. As Mr. Harmon calls your name,
 25 please step forward to the mic. Address the chair.
 26 You have three minutes on agenda items only. And
 27 please state your name and district for the record,
 28 please. Mr. Harmon.

29 LEON HARMON: Mr. Chairman, we have one
 30 speaker tonight. Talin Keyfer.

31 TALIN KEYFER: Council members, thank
 32 you for this opportunity. I want to address a concern
 33 I have on conservation subdivision. I'm thankful for
 34 moving forward and with the workshop. But one concern
 35 I have or suggestion I have is Bill 1024 in the South
 36 Carolina General Assembly right now is -- the goal of
 37 the bill is to establish the goal of protecting thirty
 38 percent of the state of South Carolina by not later
 39 than 2030. And because of the 30 x 30 bill that's in
 40 the committee, South Carolina Assembly, I would just
 41 like to suggest that maybe we consider increasing the
 42 minimum open space required to thirty percent.

43 TOMMY DUNN: Thank you.

44 TALIN KEYFER: Thank you.

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

47 TOMMY DUNN: Thank you, Mr. Harmon.

48 We're going to be moving on now to item number 5,
 49 Public Safety Committee meeting report that was held on
 50 Friday, July the 30th, 2021. As I said, Chairman

1 Graham is not here tonight. Mr. Wright, John Wright,
2 Councilman Wright is going to give the report and lead
3 us in that. Thank you, Mr. Wright.

4 JOHN WRIGHT: Yes, sir. Thank you, Mr.
5 Chairman. First of all, item 5(a), bid number 21-062,
6 aluminum boat, we're going to table this until we
7 gather more information on this. And so I'd like to
8 table that tonight.

9 And for our EMS update, I'd like to ask Mr. Steve
10 Kelly, the EMS Director for Anderson County, to come
11 forward and give us a presentation, please.

12 TOMMY DUNN: If we could, just to keep
13 everything straight, you make that motion to table
14 that?

15 JOHN WRIGHT: Yeah. I bring that in
16 the form of a motion.

17 TOMMY DUNN: We have a motion to table
18 that for right now. Second Ms. Wilson. All in favor
19 of the motion show of hands. All opposed like sign.
20 Show the motion carries unanimously. Mr. Kelly.

21 STEVE KELLY: Council, what we were
22 planning on doing was reviewing a simple slide show
23 that we gave to the Public Safety Committee, if that's
24 fine?

25 The map that's on the screen now is just the
26 Anderson County map. It's still in this map broke up
27 into zones. The dots are going to come up. The blue
28 dots are the current EMS stations as they're spaced out
29 amongst Anderson County at this current time. The red
30 dots that are going to come up are going to be the
31 current QRV stations that are in Anderson County. So
32 we're looking at five. That's our current coverage.
33 Looking at that map, you can see where there's still
34 some open areas, some response time issues that we're
35 having to deal with. So with the -- I'll skip on that
36 one and come back to it.

37 The new -- the proposed placement of the ambulances
38 with the QRVs, the blue dots that are coming up are
39 going to be ambulance posts within Anderson County.
40 The red dots that are going to come in now are going to
41 be the paramedic QRV placements within the county. And
42 then there will be two gold dots in the center. Those
43 are contracted MedShore paramedic QRVs that will be
44 added. And then we're going to add two flow QRVs to
45 cover Walker McElmoyle and the 29 North area there.
46 That should give us a consideration amount more
47 coverage in the area. It allows us to put basically
48 double the personnel out on the street to handle stuff.

49 The goal of getting an EMS trained person on the
50 scene in the 959 is very within our grasp on this right

1 here. This is what we're going with right at the
2 moment. And as we finalize it over the next couple of
3 weeks, this is what we expect the placement to be.

4 That's just a current EMS deployment with the red
5 dots being ambulances, orange dots being the QRVs and
6 then it's on a heat map on the right side there, you
7 can still, by this map, also with the heat map, see
8 there's a lot of areas that are not covered with EMS
9 resources.

10 So we're hoping with the projected deployment we
11 get a lot better coverage of those heat areas. And if
12 you're not familiar with how a heat map is made, the --
13 when we pull the data from like the last six months,
14 one 911 call at a location may be one small red dot,
15 but as you pull that whole six months into it, it makes
16 the shaded areas. So we can better determine where the
17 hot spots for the 911 calls are.

18 We briefly talked about staffing. We're looking to
19 pull up to forty-four full time staff. Right now we
20 should be sitting at twenty-two. With interviews the
21 rest of this week, we expect to pull in the remaining
22 twenty and have them pushed through sometime next week,
23 along with a couple of part-timers, which will bring us
24 up to full staff.

25 All the vehicles that we will need for this have
26 been acquired from multiple different areas. Fleet
27 Services has been very gracious with us in working out
28 -- getting everything installed and getting them on the
29 road. Equipment for these QRVs is still a work-in-
30 progress. We're pretty much every day just working on
31 that part of it. But don't see any issues that they
32 will not be everything in-house and on the vehicles by
33 the 25th.

34 And then contractual, the AnMed contract and the
35 Priority contract are back with Leon now for final
36 reviews and then will go out and be signed by them and
37 then returned.

38 And that's really it unless you have any further
39 questions.

40 TOMMY DUNN: Mr. Burns, did y'all
41 anticipate by next council meeting having those
42 contracts for council?

43 RUSTY BURNS: Yes, sir, if not sooner
44 than that. We really need to be moving out real
45 smartly. We're hoping to even start putting out
46 paramedics even before the contract date begins so we
47 can start covering the county. So we will have those
48 way before our next council meeting.

49 TOMMY DUNN: I'm just saying, council
50 has got to vote on that contract. Does anyone have any

1 questions for ---

2 JOHN WRIGHT: Mr. Chairman, I'd like to
3 just thank Mr. Kelly and Mr. McCown for their work.
4 I'm a very visual person, so to be able to see the
5 pictures here of how the coverage is going to increase,
6 I truly believe this will be a better service for the
7 people of Anderson County. I'm excited and fully
8 confident in this system and appreciate y'all's work on
9 it.

10 STEVE KELLY: And Mr. Caime is going to
11 try to get some color maps out to y'all. If he hasn't
12 done it yet, we'll make sure you get them this week so
13 you'll have them if you need to review them or
14 anything.

15 TOMMY DUNN: Anyone else? I just want
16 to also thank y'all, too, and Mr. Burns and his whole
17 staff, because this has been a team effort from a lot
18 of different folks coming in and helping on this and a
19 lot of work. And there's still a lot of work to be
20 done. And after it gets implemented there's going to
21 be a lot of work to keep it on the rails and keep it
22 going. But I do think this is going to be what's best
23 for the citizens of Anderson County. And we appreciate
24 y'all.

25 STEVE KELLY: Thank you, sir.

26 TOMMY DUNN: Ms. Wilson.

27 CINDY WILSON: (Mic not on) be a big
28 help and move the county forward. I did want to point
29 out that while the current paramedic vehicles are very
30 handsome, you don't realize it's a paramedic vehicle
31 until it's -- you see the side view. And I wondered if
32 we could maybe with a wrap that might be joint with the
33 hospital ---

34 TOMMY DUNN: I think Mr. Burns has got
35 something on that. We've talked.

36 RUSTY BURNS: We had a meeting today
37 with AnMed, and our prime motivation for that meeting
38 was to make sure that when you saw one of these
39 vehicles the first time, you would want to know what it
40 was and the second time you saw that vehicle, you would
41 know exactly what it was. So I think it's going to be
42 something that pops and is highly visible.

43 CINDY WILSON: Thank you.

44 TOMMY DUNN: Thank y'all again.

45 Appreciate you.

46 We're going to move on now to item number 6, a
47 report from the Planning and Public Works Committee
48 meeting. That was also held on Friday, July 30th,
49 2021. We had a meeting on the conservation design
50 development. Before Ms. Wilson goes into her report, I

1 would ask Mr. Burns, Mr. Newton was there and the
2 people on that committee was there noted that Mr.
3 Newton gave a little report for Ms. Wilson's thing.
4 And I've asked Mr. Burns if he would do that tonight.
5 Mr. Burns.

6 RUSTY BURNS: Just a little thing on
7 housing costs in Anderson County. In Anderson County
8 the median listing price on June 2021 was two hundred
9 sixty-three dollars seven hundred and eighty-two
10 (verbatim). And the average listing price June 2021 in
11 Anderson was four hundred and eleven thousand dollars.
12 And there is a shortage of houses in Anderson County.
13 And those numbers are really, the two hundred and
14 sixty-three, you would have to make sixty-eight
15 thousand dollars a year to be able to make payments on
16 a house like that. And there are a whole lot of people
17 who don't make that much to be able to afford a house.
18 So I think the reason this information was important
19 was to show the use of conservation subdivisions and
20 allowing smaller lot sizes to hopefully increase the
21 housing supply in the county.

22 TOMMY DUNN: Thank you, Mr. Burns.
23 Ms. Wilson.

24 CINDY WILSON: Thank you. That goes
25 right into the presentation here. That's excellent
26 background information. The purpose of our almost
27 three-year odyssey of trying to come up with some
28 measures that are clear and fair and very supportable.
29 It's starting to come together. The whole notion of a
30 conservation development design project from a
31 developer's perspective, there might be a couple of
32 weeks in front of the application process where there's
33 a walk across the property and involving the people who
34 represent that area; everyone from Planning
35 Commissioner, council member, and if necessary fire
36 department, schools, what have you. But once that is
37 hashed through very quickly, the application process is
38 very seamless, I would think.

39 Also, now we've found that Mr. Bob McLean, our tax
40 assessor, has found that we can make it possible, and
41 we'll get Mr. McLean at our next meeting so he can
42 explain it in greater detail, but for a developer to
43 preserve property that's open space, if they make
44 application when they make application for their
45 development, they pay zero taxes. If they wait until
46 after it's developed and the HOA is formed, the acreage
47 is taxed at -- it's capped at five hundred dollars an
48 acre. So that should be an excellent incentive.

49 And also, from the perspective of the developer, if
50 they can cluster the lots and have open space around,

1 then they cut down on the cost of building a road,
2 utilities, site prep, a number of things. But these
3 developments look better for a long period of time.
4 They're more desirable and attractive to potential
5 buyers and they seem to hold the test of time in that
6 if someone buys a house and a couple of years later
7 they have to sell, they have a ready buyer, someone who
8 wants to be in that. It gives people a place to go out
9 and look at something that's green instead of more
10 pavement and more concrete, which costs the developer a
11 lot of money. But it's a legacy type property and
12 costs less up front for them and should translate into
13 more affordability for buyers.

14 From the county perspective, it does help cut down
15 on stormwater runoff. We've had so many complaints the
16 last seven or eight years about stormwater runoff.
17 People who have bought houses in slab frequently are
18 flooded. Older subdivisions where a new subdivision
19 comes in slightly above it, usually there's a problem
20 with water running in on private property.

21 So these are some of the considerations. There are
22 many others that we'll go into, but with your
23 indulgence I'll ask Ms. Alesia Hunter to give us a
24 recap on what we've come to from our last meeting. And
25 we will be meeting again before we go to third reading.
26 Ms. Hunter. Thank you.

27 ALESIA HUNTER: Thank you, Ms. Wilson.
28 Before council tonight is a presentation that staff put
29 together. I believe we'll be doing second reading.
30 And it was a collective working with some of Talin's
31 group, the climate group, some ideas from the Planning
32 Commission, as well as council. And basically what we
33 did, we've put those ideas together and came up with an
34 ordinance that we feel developers will actually want to
35 use. We took some of the ideas of some of the
36 developers and engineers in terms of what the lot sizes
37 should be and if this would be something that their
38 client would actually be interested in participating
39 in.

40 So we feel that this is a good start. We've never
41 had a complete conservation design development in
42 Anderson County, so we feel this is a good start.

43 CINDY WILSON: We have the town of
44 Williamston planning to do our first conservation
45 development design measure approach, and they put a
46 little blurb in the paper today. So that's exciting.

47 ALESIA HUNTER: Yes, ma'am. And Mr. Dunn
48 has a client -- not a client, but some constituents in
49 his district that have shown some positive interest in
50 a developer that will be coming before the Planning

1 Commission at their next regular scheduled meeting. So
2 this will be a first test, and we feel this is a great
3 design. This is an actually true conservation where
4 they actually are preserving some of that green space
5 that some of you like to see. Thank you.

6 TOMMY DUNN: Thank you, Ms. Hunter.

7 CINDY WILSON: The other aspect, we had
8 wonderful input from a premiere conservation
9 development design guru who teaches at Harvard. He has
10 offices in Charlotte and Los Angeles. And we were very
11 fortunate to have him attend a couple of our meetings.

12 And Randall Arendt who we've had come to the county
13 and help guide us through this process and teach us
14 what we need to know sites a lot of his developments in
15 his own books that he's written.

16 And we've had a lot of contributions from our
17 homebuilders, developers and citizens who care. So we
18 feel like it's a real collaboration and we'll have
19 hopefully another workshop within the next couple of
20 weeks before we go to third reading on whatever needs
21 to be adjusted and give everybody plenty of time before
22 it goes into our ordinance.

23 Thank you for all that everyone has contributed in
24 this effort. Thank you.

25 TOMMY DUNN: Thank you, Ms. Wilson.

26 Moving on to item number 7(a), third reading. This
27 will be 2021-04, an Ordinance to amend Chapter 2,
28 Article V (Purchasing), Sections 2-631, 2-634, 2-638,
29 2-639, 2-640, 2-643, 2-649, and 2-654 of the Code of
30 Ordinances, Anderson County, South Carolina; and other
31 matters related thereto.

32 This is third reading. We've voted on this twice.
33 Do we have a motion to put this on the floor?

34 JIMMY DAVIS: So moved.

35 TOMMY DUNN: Motion Mr. Davis and
36 second Ms. Wilson. Now discussion. We've got an
37 amendment we need to make on some of this on this right
38 here, I've been told. Has Burriss got the amendment or
39 Mr. Harmon? You got it?

40 LEON HARMON: I have it, Mr. Chairman.

41 TOMMY DUNN: Mr. Harmon.

42 LEON HARMON: There's a typographical
43 error in Section 2-632 that needs to be corrected.
44 It's a reference to 2-634. It's in 2-632, Subsection
45 C, and it's a reference to Subsection 2-634(i). That
46 really should be 2-634(k). That's the only change I'm
47 aware of that needs to be made.

48 TOMMY DUNN: And that was just brought
49 to our attention a few minutes ago, I think, by Mr.
50 Carroll. I'm sorry I brought up Burriss. This is Mr.

1 Carroll's thing on purchasing. We're trying to make a
2 more competitive thing. I make the motion we amend
3 that ordinance to what Mr. Harmon just said.

4 BRETT SANDERS: Second.

5 TOMMY DUNN: Second Mr. Sanders. Now,
6 are there any discussion on the amendment? Hearing
7 none and seeing none on the amendment, all show of
8 hands. All opposed like sign. Show the motion carries
9 unanimously.

10 Now we'll go back to the original motion.

11 LEON HARMON: Mr. Chairman, you need to
12 do a public hearing ---

13 TOMMY DUNN: I'm sorry.

14 LEON HARMON: --- before you go to ---

15 TOMMY DUNN: I'm sorry. That's right,
16 that's right. I'm sorry.

17 We have a public hearing on this. And this is
18 dealing with our code of ordinances as far as
19 purchasing. And again, this will be a public hearing.
20 Anyone wishing to speak to this, please step forward,
21 state your name and district for the record. And you
22 have three minutes. Anyone at all? Seeing and hearing
23 none, the public hearing will be closed. When we do
24 that again -- I make the motion to do that amendment.
25 Well, it's already been done. We did an amendment to
26 get that -- now we'll have discussion for the regular
27 motion. Do we have any discussion? All in favor of
28 the original motion show of hands. Opposed like sign.
29 Show the motion carries unanimously.

30 Now we're going to be moving on to item number
31 7(b). This is an Ordinance authorizing the execution
32 and delivery of a fee in lieu of tax agreement by and
33 between Anderson County, South Carolina and Anderson
34 Land, LLC with respect to certain economic development
35 property in the County, whereby such property will be
36 subject to certain payments in lieu of taxes, including
37 the provision of certain special source credits; and
38 other matters related thereto.

39 We're not going to be voting on this tonight, but
40 we are going to have a public hearing on this. We need
41 to get some stuff worked out. I'm going to ask Mr.
42 Burriss if he'll ---

43 BURRISS NELSON: Yes, Mr. Chairman.

44 TOMMY DUNN: --- give us a little bit
45 of a thing before we go into a public hearing.

46 BURRISS NELSON: Yes, sir, Mr. Chairman
47 and members of council. This is a company building
48 spec buildings in Anderson County, willing to spend
49 thirty-one million four hundred thousand dollars in
50 building several buildings; one three hundred thousand,

1 one five hundred thousand square feet. And the
 2 infrastructure credit will be used to build sewer
 3 lines, water lines and interior roads, which will be a
 4 public road in the project itself. But this will be an
 5 opportunity to bring jobs to Anderson County.

6 Thank you, Mr. Chairman.

7 TOMMY DUNN: Thank you. Now we'll go
 8 into a public hearing on this. Anyone wishing to speak
 9 to this matter, please step forward and state your name
 10 and district again for the record, address the chair.
 11 Anyone at all? Seeing and hearing none, the public
 12 hearing will be closed. Do we have a motion to move
 13 this forward? I'm sorry. We've not voting on this.
 14 Public hearing is all we're doing.

15 Now moving on to item number 7(c), 2021-044, an
 16 Ordinance authorizing the execution and delivery of a
 17 fee in lieu of tax agreement by and between Anderson
 18 County, South Carolina and Decennial SC, LLC with
 19 respect to certain economic development property in the
 20 county, whereby such property will be subject to
 21 certain payments in lieu of taxes, including the
 22 provision of certain special source credits; and other
 23 matters related thereto. Mr. Burriss.

24 BURRISS NELSON: Yes, sir. Thank you, Mr.
 25 Chairman. This is the announcement we had today for
 26 Shenandoah Growers. It's a product that you can find
 27 in most of the grocery stores either as Shenandoah Food
 28 Products or That's Tasty, small plastic containers of
 29 fresh herbs, cilantro and all those kinds of things
 30 that you use on a daily basis. They will be building a
 31 four-story greenhouse operation, totally enclosed,
 32 hydroponic, light controlled, heat controlled. They'll
 33 even have fans in there blowing the plants back and
 34 forth so they'll gain strength and be able to stand up.
 35 But anyhow, a great job opportunity of twenty dollars
 36 and sixty-six cents an hour average and twenty-nine
 37 million dollar capital investment.

38 Thank you, Mr. Chairman.

39 TOMMY DUNN: Thank you. This will be
 40 a public hearing. Anyone wishing to speak to this
 41 matter, please step forward. And again, state your
 42 name and district for the record. Anyone at all?
 43 Public hearing. Seeing and hearing none, the public
 44 hearing will be closed. Do we have a motion to move
 45 this forward?

46 JIMMY DAVIS: So moved.

47 TOMMY DUNN: Motion Mr. Davis. Have a
 48 second?

49 BRETT SANDERS: Second.

50 TOMMY DUNN: Second Ms. Wilson. Now

1 discussion. Any discussion? I'd just like to say, Mr.
2 Nelson, I appreciate this. I think this is something
3 new for Anderson. And I think it's going to be great.
4 It's down in District 3. And I think this will be a
5 good -- there's a lot of agriculture down there and I
6 think this is going to go good. Appreciate y'all's
7 work in bringing this back. I know you've been working
8 on this for a good while. So I'm glad to see this come
9 to fruition. I think it's going to be good for not
10 only the county but the state. Thank y'all very much.

11 BURRISS NELSON: Yes, sir.

12 TOMMY DUNN: Anyone else? All in
13 favor of the motion show of hands. All opposed like
14 sign. Show the motion carries unanimously.

15 Moving on to item number (d), 7(d), 2021-045, an
16 Ordinance to amend an agreement for the development of
17 a joint county industrial and business park (2010 park)
18 of Anderson and Greenville counties so as to enlarge
19 the park to add Fitesa Simpsonville, Inc. to the
20 business park; and other matters related thereto.

21 This will be a public hearing. Before we go to
22 public hearing, Mr. Nelson, would you like to say a few
23 words?

24 BURRISS NELSON: Yes, sir, Mr. Chairman
25 and members of council, thank you. This is a courtesy
26 to Greenville County for a project in Greenville County
27 that allows the project to take advantage of certain
28 economic development incentives through the South
29 Carolina Department of Commerce. And they supply that
30 same courtesy to us for projects that we have on our
31 side. And Greenville's County Council sends their
32 thanks for your consideration of this project.

33 Thank you, Mr. Chairman.

34 TOMMY DUNN: Thank you, Mr. Nelson.
35 This will be a public hearing. Anyone wishing to speak
36 to this matter, please step forward again and state
37 your name and district for the record and address the
38 chair. Anyone at all? Seeing and hearing none, the
39 public hearing will be closed. Do we have a motion to
40 move this forward? Motion Ms. Wilson. Do we have a
41 second?

42 JIMMY DAVIS: Second.

43 TOMMY DUNN: Second Mr. Davis. Now
44 discussion? Any discussion? Seeing and hearing none,
45 all in favor of the motion show of hands. All opposed
46 like sign. Show the motion carries unanimously.

47 We'll be moving on now to item number 8(a), second
48 readings, 8(a), 2020-035, an Ordinance to amend section
49 38-302, 38-312, 38-331, 38-351, 38-353, 38-356, 38-358
50 and Article 111 (Subdivision), Chapter 38 of the Code

1 of Ordinances, Anderson County, South Carolina so as to
2 provide for Conservation Development Standards and
3 other matters related thereto.

4 This is the thing we talked about earlier, report
5 from the Planning Committee Public Works, Ms. Wilson's
6 committee, conservation development standards
7 subdivisions. Ms. Wilson.

8 CINDY WILSON: Thank you, Mr. Chairman.
9 This is a long, carefully considered effort on behalf
10 of a number of people in interest. I'm just going to
11 read a few of the lines in the ordinance so you'll get
12 a clearer picture. This says:

13 WHEREAS, conservation subdivisions allow for the
14 preservation of open space in exchange for more compact
15 development within prescribed standards; and

16 WHEREAS, conservation subdivisions provide an
17 alternative for development of parcels of property
18 within Anderson County.

19 And it goes through addressing each section that is
20 going to be amended with additional language and
21 definitions and so forth.

22 And I would certainly request that -- I'll put this
23 in the form of a motion that we -- and our committee
24 recommended three and zero for this. And we'll go
25 forward with the next step.

26 TOMMY DUNN: We have a motion on the
27 floor. Coming from committee it doesn't need a second.
28 Open the floor up for discussion. Any discussion? I'd
29 just like to say I want to thank the staff for --
30 first, I want to thank Ms. Wilson, you and your
31 committee, for the work y'all have done on this. I
32 also want to thank Ms. Hunter and her staff and the
33 department for what all they done. I also want to
34 thank some individuals that's reached out to council
35 members and council members reached out to them for
36 their input, citizens of Anderson. And I also want to
37 thank new on our staff or on Mr. Burns' staff, I should
38 say, Mr. Jon Caime. He played a part in this, too, and
39 appreciate what all he done to get this done.

40 Anyone else? All in favor of the motion show of
41 hands. All opposed like sign. Show the motion carries
42 unanimously.

43 Moving on to item number 8(b), this will be 2021-
44 046, an Ordinance authorizing the execution and
45 delivery of a fee in lieu of tax agreement by and
46 between Anderson County, South Carolina and [Project
47 Polly] with respect to certain economic development
48 property in the county, whereby such property will be
49 subject to certain payments in lieu of taxes, including
50 the provision of certain special source credits; and

1 other matters related thereto.

2 I'll ask Mr. Nelson if he would say a few words
3 about this. And he also going to -- we'll put a motion
4 on the floor so it'll be in the council's will. And we
5 will have an amendment to this, too. Mr. Nelson.

6 BURRISS NELSON: Thank you, Mr. Chairman,
7 members of council. This is a great project
8 opportunity. Seventeen -- almost nineteen million
9 dollars in capital investment, creating seventy-six
10 jobs with an average salary of twenty-nine dollars and
11 nineteen cents an hour. And this is a project that is
12 one of our existing companies that has a twenty-two
13 year history with us. Great company with good service
14 to employees and the citizens of Anderson County.

15 In the language in the ordinance we asked for, and
16 it was left out in the original ordinance document and
17 there's an amended ordinance at your place, but it
18 basically asks for -- adds language that says it will
19 maintain the current hundred and forty-nine jobs within
20 the company today and that it will carry forward with
21 the new seventy-six jobs added to that over at least
22 the next five years of the fee agreement. And the
23 other thing is, is that the hourly pay scale at twenty-
24 nine nineteen is included in that ordinance document.
25 And would like to request council to consider amending
26 the document to include this new language to guarantee
27 those and maintain those current jobs within the
28 company.

29 TOMMY DUNN: Thank you, Mr. Nelson.
30 Do we have a motion to put this on the floor?

31 CINDY WILSON: So moved.

32 TOMMY DUNN: Motion Mr. Sanders and
33 second Ms. Wilson. Now open the floor up for
34 discussion. Do we have a motion to make the amendment
35 that we've had presented to us?

36 CINDY WILSON: So moved.

37 TOMMY DUNN: Have a motion Ms. Wilson
38 to amend the original motion that was presented to us.
39 Do we have a second?

40 BRETT SANDERS: Second.

41 TOMMY DUNN: Second Mr. Sanders. Now
42 any discussion on the amendment to the motion? Seeing
43 and hearing none, all in favor of the motion show of
44 hands. All opposed like sign. Show the motion carries
45 unanimously.

46 Moving on now back to the original motion. Any
47 discussion? Seeing and hearing none, all in favor of
48 the motion show of hands. All opposed like sign. Show
49 the motion carries unanimously.

50 Moving on to item number 8(c), 2021-047, an

1 ordinance to amend an agreement for the development of
2 a joint county industrial and business park (2010 park)
3 of Anderson and Greenville counties so as to enlarge
4 the park; and other matters related thereto. (Project
5 Stella). Mr. Nelson.

6 BURRISS NELSON: Thank you, Mr. Chairman,
7 members of council. This is a project in Greenville
8 County that they've requested that we add to our multi-
9 county park agreement. They can get the opportunity
10 for South Carolina Department of Commerce incentives.
11 And they supply that same courtesy to us, as well, in
12 Greenville County, and sends its thanks for your
13 consideration of this project.

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

16 CINDY WILSON: So moved.

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

19 JIMMY DAVIS: Second.

20 TOMMY DUNN: Second Mr. Davis. Now
21 floor open for discussion. Seeing and hearing none,
22 call for the vote. All in favor of the motion show of
23 hands. All opposed like sign. Show the motion carries
24 unanimously.

25 Going to be moving on now to item number 8(d),
26 that's 2021-048, an Ordinance authorizing the sale of
27 Anderson County owned capacity in the Town of
28 Williamston Wastewater Treatment Plant and Anderson
29 County sewer infrastructure to serve the Forest Hills
30 subdivision; and other matters related thereto. Do we
31 have a motion to put this on the floor?

32 CINDY WILSON: So moved.

33 TOMMY DUNN: Motion Ms. Wilson. Do
34 we have a second?

35 JIMMY DAVIS: Second.

36 TOMMY DUNN: Second Mr. Davis. Now
37 open the floor up for discussion. We'll vote on this
38 in at second reading. This will help the town of
39 Williamston out tremendously and it won't hurt Anderson
40 County. Our staff is recommended to move this forward.
41 And like I say, it will help Williamston out
42 tremendously. And they are paying for this back; we're
43 getting our money back. And it's going to help them
44 and they're very thankful for that. Anyone else? All
45 in favor of the motion show of hands. All opposed like
46 sign. Show the motion carries unanimously.

47 Now we're going to be moving on to item number
48 8(e), 2021-049, an Ordinance authorizing the execution
49 and delivery of a special source credit agreement
50 between Anderson County, South Carolina and Robert

1 Bosch LLC; and other matters relating thereto.

2 Mr. Nelson.

3 BURRISS NELSON: Thank you, Mr. Chairman
4 and members of council. This is from our projects with
5 Robert Bosch in 2017 and 2018 that totaled a hundred
6 and ninety-five million dollars, created a hundred and
7 twenty-five new jobs with those two projects, bringing
8 their total employment up to eleven hundred. They now
9 have an annual payroll, annual payroll, of fifty-four
10 million dollars. And these were incentives that we
11 discussed at the time and we failed to get them in the
12 documents. They've expended money on their
13 infrastructure. And this is a true-up of those. And
14 it's a shortcut to get that money back to them in the
15 infrastructure needs that they have. I appreciate
16 council's consideration of this ordinance.

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

19 CINDY WILSON: So moved.

20 TOMMY DUNN: Motion Ms. Wilson. Do I
21 have a second?

22 JIMMY DAVIS: Second.

23 TOMMY DUNN: Second Mr. Davis. Any
24 discussion? All in favor of the motion show of hands.
25 All opposed like sign. Show the motion carries
26 unanimously.

27 We're going to move on now to 8(f), 2021-050, an
28 Ordinance authorizing a fee-in-lieu-of-tax arrangement
29 on behalf of Project New (the "Company") pursuant to a
30 Fee-in-Lieu-of-Tax Agreement between Anderson County,
31 South Carolina (the "County") and the company;
32 authorizing a 5-year extension of the investment period
33 for all investments over the minimum investment
34 requirement; authorizing the granting of certain
35 infrastructure credits to the company; authorizing the
36 creation of a joint county industrial and business park
37 with Greenville County; and other matters relating
38 thereto. Mr. Nelson.

39 BURRISS NELSON: Thank you, Mr. Nelson,
40 members of council. This is a project, 2.9 million
41 dollars, going into part of a sparsely populated part
42 of Anderson County that doesn't have a lot of
43 manufacturing opportunity. So this is a great
44 opportunity for the community where it's going, as
45 well, and has twenty-five jobs with the average pay of
46 twenty dollars and seven cents an hour. New annual
47 payroll of a million dollars in that community. The
48 community-wide impact, years one through five, 7.7
49 million dollars. And over the thirty-year period for
50 that particular community, forty-six million nine

1 hundred and seventy-two thousand dollars.

2 This comes to council as a recommendation from
3 staff as well as the Economic Development Advisory
4 Board. We appreciate your consideration.

5 TOMMY DUNN: Thank you, Mr. Nelson.

6 Do we have a motion?

7 JOHN WRIGHT: So moved.

8 TOMMY DUNN: Motion Mr. Wright and
9 second Ms. Wilson. Any discussion? All in favor of
10 the motion show of hands. Opposed like sign. Show the
11 motion carries unanimously.

12 Thank you, Mr. Nelson, you and your staff, and also
13 your board. We appreciate all y'all's hard work and
14 all. And I hope we can, at some point in time in the
15 future, at least give a resolution or something
16 thanking Lawrence Campbell. It's my understanding he
17 retired this past week. Been with the county, what,
18 thirty-something years.

19 BURRISS NELSON: Thirty-one years; yes,
20 sir.

21 TOMMY DUNN: And for all what he's
22 done for the county. And I'm sure he played a part in
23 some of the projects we done to night.

24 BURRISS NELSON: Every one of them.

25 TOMMY DUNN: So we'll let him know
26 we're very appreciative for his service to Anderson
27 County.

28 BURRISS NELSON: Thank you, sir.
29 Appreciate your consideration of that and your
30 cooperation and support. Thank you.

31 TOMMY DUNN: Thank y'all.

32 We're going to be moving on now to item number
33 9(a). This will be an ordinance first reading. This
34 is 2021-039, an Ordinance to amend Ordinance #99-004,
35 the Anderson County Zoning Ordinance, as adopted July
36 20, 1999, by amending the Anderson County Official
37 Zoning Map to rezone +/- 11.23 acres from I-2
38 (Industrial District) to S-1 (Services District) on a
39 parcel of land on Welpine Rd, in the Denver-Sandy
40 Springs Precinct shown in Deed Book 14951 page 58. The
41 parcel is further identified as TMS #93-00-04-004.

42 Mr. Sanders.

43 BRETT SANDERS: Mr. Chairman, I'd like
44 to recuse myself on this one. I actually -- I don't
45 have anything to do with this project, but I own
46 multiple properties along Welpine and Memory Road, and
47 I feel it's best that I step away.

48 TOMMY DUNN: Thank you, Mr. Sanders.
49 You can step right back there.

50 Do we have a motion on the floor to move this

1 forward? Motion Mr. Davis and second Ms. Wilson. Now
 2 discussion. Any discussion? All in favor of the vote
 3 on first reading show of hands. All opposed like sign.
 4 Show the motion carries unanimously, with Mr. Sanders
 5 recusing himself.

6 Mr. Davis, do you mind stepping in there to get Mr.
 7 Sanders.

8 We're going to move on to number 9(b), that's
 9 2021-038, an Ordinance to amend Ordinance #99-004, the
 10 Anderson County Zoning Ordinance, as adopted July
 11 20, 1999, by amending the Anderson County Official
 12 Zoning Map to rezone +/- 136.83 acres from R-20 (Single
 13 Family Residential) to IZD (Innovative Zoning District)
 14 on three parcels of land in the Mt. Tabor Precinct
 15 shown in Deed Book 11262, 11262, and 12920 page 00024,
 16 00024, and 00087 respectively; and including the
 17 Statement of Intent for "Cornerstone" dated April 30,
 18 2021. The parcels are further identified as TMS
 19 #043-00-01-006, 043-00-01-020 and 043-00-11-021.

20 Do we have a motion to put this on the floor for
 21 discussion?

22 BRETT SANDERS: So moved.

23 TOMMY DUNN: Motion Mr. Sanders. Do
 24 we have a second?

25 JOHN WRIGHT: Second.

26 TOMMY DUNN: Second Mr. Wright. Now
 27 for discussion?

28 BRETT SANDERS: Mr. Chairman.

29 TOMMY DUNN: Mr. Sanders.

30 BRETT SANDERS: This is in my district.

31 I know this has been working for a while. There was
 32 some concerns from the citizens about removing the
 33 commercial aspect of it. Has that been addressed, Ms.
 34 Hunter?

35 ALESIA HUNTER: Mr. Sanders, the
 36 commercial aspect of the development has been removed
 37 at the request of the community. Yes, sir.

38 BRETT SANDERS: Okay. So it'll go on
 39 record as being removed.

40 ALESIA HUNTER: Yes, sir.

41 BRETT SANDERS: Okay. Thank you.

42 TOMMY DUNN: Anything else?

43 BRETT SANDERS: No. I actually heard
 44 someone say about the conservation deal. I think
 45 they're moving toward something similar to what we just
 46 passed tonight. There was some opposition towards this
 47 project. I'd like to thank the developer or their
 48 engineer firm for working with the people in the area
 49 to come to a common ground. And I appreciate the
 50 community and I appreciate them, as well.

1 Thank you, sir.

2 TOMMY DUNN: Anyone else? All in
3 favor of the motion, first reading, show of hands. All
4 opposed like sign. Show the motion carries
5 unanimously.

6 Now we're going to be moving on to 9(c), that
7 2021-037, an Ordinance to amend Ordinance #99-004, the
8 Anderson County Zoning Ordinance, as adopted July 20,
9 1999, by amending the Anderson County Official Zoning
10 Map to rezone +/- 2.193 acres from C-1N (Neighborhood
11 Commercial) to R-20 (Single-Family Residential) on a
12 parcel of land identified as Tract 1-B Bowen Rd in the
13 Hopewell Precinct shown in Deed Book S2763 page 00006.
14 The parcel is further identified as part of TMS
15 #145-07-01-010. Do we have a motion to move this
16 forward?

17 CINDY WILSON: So moved.

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

20 JIMMY DAVIS: Second.

21 TOMMY DUNN: Second Mr. Davis. Any
22 discussion? Ms. Hunter, do you have anything? Whose
23 district is this? Ms. Wilson. Okay. Have anything at
24 all? All in favor of the motion show of hands. All
25 opposed like sign. Show the motion carries
26 unanimously.

27 Ms. Hunter, thank you for all your hard work, you
28 and your staff, for bringing this to us.

29 Item number 10 is resolutions. We don't have none.

30 11 is bid approvals. We don't have none.

31 Item number 12 will be road acceptance at Farms at
32 Spearman Subdivision, a/k/a Sam Cox Farms. Do we have
33 a motion to move this forward?

34 BRETT SANDERS: So moved, sir.

35 TOMMY DUNN: Motion Mr. Sanders. Do
36 we have a second?

37 CINDY WILSON: Second.

38 TOMMY DUNN: Second Ms. Wilson. I
39 open the floor for discussion. Mr. Burns, I'm just,
40 for the record, this meets our requirements?

41 RUSTY BURNS: Yes, sir, it does.

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

45 Does anyone have any appointments that I'm not
46 aware of?

47 Okay. We're going to move on now then to requests
48 by council members. Mr. Davis. Mr. Wright.

49 JOHN WRIGHT: Yes, sir, Mr. Chairman.
50 I'd like to allocate fifteen hundred dollars from the

1 District 1 special rec fund to The Lot Project. And I
2 bring that in the form of a motion.

3 TOMMY DUNN: Have a motion by Mr.
4 Wright. Do we have a second?

5 BRETT SANDERS: Second.
6 TOMMY DUNN: Second Mr. Sanders. Any
7 discussion?

8 JOHN WRIGHT: I guess I'll say one
9 thing. Mr. Chairman, if there's anybody else that
10 wanted to -- I think the full request was fifteen
11 hundred dollars, so if anybody else wants to I can
12 reduce it. But I'll do the fifteen hundred ---

13 TOMMY DUNN: I'm going to do some.
14 JOHN WRIGHT: Okay. I'll do five
15 hundred then.

16 BRETT SANDERS: I'll do five hundred, as
17 well.

18 TOMMY DUNN: Okay.
19 JOHN WRIGHT: Okay. I'll amend that
20 motion then?

21 TOMMY DUNN: Five hundred.
22 JOHN WRIGHT: All right. I'd like to
23 amend the motion then to give five hundred dollars from
24 District 1's special recreation fund to The lot
25 Project.

26 TOMMY DUNN: Have a motion. Have a
27 second?

28 BRETT SANDERS: Second.
29 TOMMY DUNN: Second Mr. Sanders. Any
30 discussion? All in favor of the motion show of hands.
31 Opposed like sign. Show the motion carries
32 unanimously. Anything else, Mr. Wright?

33 JOHN WRIGHT: No, sir.
34 TOMMY DUNN: Mr. Sanders.
35 BRETT SANDERS: Yes, sir, Mr. Chairman.
36 I would like to also appropriate five hundred from my
37 special rec account to The Lot Project, as well. And I
38 put that in the form of a motion.

39 CINDY WILSON: Second.
40 TOMMY DUNN: Have a motion Mr.
41 Sanders; second Ms. Wilson. Any discussion? All in
42 favor of the motion show of hands. Opposed like sign.
43 Show the motion carries unanimously. Ms. Wilson.
44 Okay. Thank you.

45 On behalf of Mr. Graham, I make the motion -- I'm
46 going to combine these two. I make the motion out of
47 Mr. Graham's special appropriations account, fifteen
48 hundred dollars to the Starr Fire Department for their
49 community Fourth of July fireworks display, and also
50 five hundred dollars to Iva Recreation Association to

1 assist the Starr-Iva twelve and under all stars to
2 travel to Louisiana and play in the World Series. And
3 I put that in the form of a motion for Mr. Graham.
4 BRETT SANDERS: Second.
5 TOMMY DUNN: Second Mr. Sanders. Any
6 discussion? All in favor of the motion show of hands.
7 All opposed like sign. Show the motion carries
8 unanimously.
9 I also, out of District 5's special appropriations
10 account, would like to contribute five hundred dollars
11 to The Lot Program. Put that in the form of a motion.
12 JOHN WRIGHT: Second.
13 TOMMY DUNN: Second Mr. Wright. Any
14 discussion? All in favor of the motion show of hands.
15 All opposed like sign. Show the motion carries
16 unanimously.
17 Moving on to the administrator's report.
18 RUSTY BURNS: Nothing at this time,
19 Mr. Chairman.
20 TOMMY DUNN: Moving on now to item
21 number 16, citizens comments. When Mr. Harmon calls
22 your name, you have three minutes. Please address the
23 chair and state your name and district for the record.
24 Mr. Harmon.
25 LEON HARMON: Mr. Chairman, first
26 speaker is Bobby Simmons.
27 BOBBY SIMMONS: Bobby Simmons, District
28 2.
29 TOMMY DUNN: Yes, sir.
30 BOBBY SIMMONS: What I want to talk
31 about was that I noticed that on Amity Road that we
32 don't have any fire hydrants there. Well, there's only
33 one on Amity Road. We have many subdivisions in that
34 particular area. And if we have one fire hydrant on
35 Amity Road that means that the water is there and we
36 just need to tap onto that one and come on down toward
37 the church.
38 So what I'm asking for is that we realize that we
39 have a fire hydrant close that it could affect our
40 house insurance and it also can make us feel a little
41 bit safer. So I'm asking the council to consider maybe
42 running a line down there, if there's some money in the
43 budget, if they could run a line down there and just
44 put some fire hydrants down there. They don't have to
45 be close together. But there needs to be some if in
46 case we have a large fire that we'll have water to put
47 it out. And I thank you very much.
48 TOMMY DUNN: Thank you. Mr. Simmons,
49 from a point of order, unfortunately years and years
50 ago the citizens of Anderson County voted for Anderson

1 County not to be in the water business. We don't have
2 nothing to do with water lines, fire hydrants. There's
3 a fire commission that is over fire trucks and stuff
4 and that's probably going to be served by Broadway
5 Water; that's who puts the water lines in. Okay? Yes,
6 sir.

7 Mr. Harmon.

8 LEON HARMON: Mr. Chairman, next
9 speaker is Elizabeth Fant.

10 TOMMY DUNN: Ms. Fant. Mr. Burns,
11 help her out right there. If nothing else, stand there
12 and hold that for her. Make yourself useful tonight.
13 You're about to doze off there. We found something you
14 can do.

15 ELIZABETH FANT: Hold it. Elizabeth
16 Fant, District 3. I want to talk about communication a
17 minute and how important that is.

18 The Anderson Independent basically is kaput, but we
19 have two great sources. We have Paul Brown and Mr.
20 Wilson over here, Anderson Online Observer, that put
21 out some real great articles and some videos that are
22 now appearing on the TV station Mr. Burns has. I don't
23 have a TV at home, so I don't get to watch them, but
24 some of them now are appearing on Facebook and they're
25 really good.

26 Three of them in particular affect where I live in
27 Belton. We had one on Ms. Pauline Rice. It was
28 excellent. We had one on Ms. Alison Darby, museum,
29 which was excellent. And then the third one, we had --
30 what was the third one recently? I can't think of it.
31 But all three of those were really, really great. Oh,
32 Cathy Stone. Not my district. But just wonderful
33 articles. Wonderful public relations about why we love
34 Anderson County and why it's important to us.

35 We also need to spiff up, though, on our
36 communications when we're doing PowerPoint. The one on
37 EMS a couple of weeks ago was horrible. And then
38 tonight even I see the word contractual spelled wrong.
39 Somebody needs to proofread these things before they
40 put them up. Kind of makes us look foolish.

41 The other thing is communication, is the 911
42 system. We had thirty-one something thousand calls in
43 the last two months. There needs to be a way that the
44 county can -- not indoctrinate -- but instruct members
45 of the community as to what they should be calling for
46 for 911. Some of the silliest things get called in.
47 We need to have the 911 dedicated to emergencies.

48 I myself probably in the last year have called in
49 fifty times. Dead deer on the side of the road, a
50 brush fire. Which some of those things are important,

1 but there seems to be -- should be a better way to do
2 that without tying up the 911 lines with other stuff.

3 And the last thing I want to say is to thank you to
4 Glenn Davis and the Homeland Fire Department for having
5 a wonderful Fun in the Water Day recently. And
6 Williamston also did the same thing. It's been awfully
7 hot. The kids are miserable and they need a break.
8 And this is the kind of stuff that we need to be
9 putting out public relation-wise for our county. And
10 I'm very grateful for that.

11 TOMMY DUNN: Anyone else, Mr. Harmon?

12 LEON HARMON: No one else is signed

13 up, Mr. Chairman.

14 TOMMY DUNN: Thank you.

15 Now comments from council members. Mr. Davis.

16 JIMMY DAVIS: Thank you, Mr. Chair. I
17 just want to say thank you to Ms. Wilson and all the
18 staff, especially, for working diligently on the
19 conservation subdivision. I kind of came late to the
20 party on this since I've only been here about three
21 years now. But thank you for all your hard work. I'm
22 excited about what we're looking for when we're looking
23 forward to the future with a conservation subdivision
24 development.

25 Also, next council meeting we hope to have our
26 third reading on our private road ordinance. We kind
27 of got messed up because of public notice. But this is
28 also another avenue for landowners to develop their
29 property themselves with little expense and will give
30 us some nice developments that way.

31 So I look forward to that. I thank you all. Thank
32 you, Mr. Chair.

33 TOMMY DUNN: Thank you. Mr. Sanders.

34 BRETT SANDERS: Thank you, Mr. Chairman.

35 I would just like to congratulation Councilman Davis
36 here. He was just married and just came back from
37 Mexico all tanned up and a few extra pounds. So I'd
38 like to welcome him back and just congratulate him.
39 Thank you.

40 TOMMY DUNN: Thank you. Mr. Wright.

41 JOHN WRIGHT: Also congratulations to
42 Mr. Davis, as well. That's it for me.

43 TOMMY DUNN: Thank you. Ms. Wilson.

44 CINDY WILSON: Thank you. I've already
45 offered them personally. I'm so proud for him.

46 If y'all will look at your calendars and Ms. Peggy
47 out in the audience will be planning a workshop. We
48 need to come together with a date that will work for
49 everybody. Any adjustments, so forth, on the
50 conservation development design measure before we go to

1 third reading.
2 TOMMY DUNN: Okay.
3 CINDY WILSON: Any suggestions?
4 TOMMY DUNN: Let's look and get back
5 to see what we can come up with. I ain't got my
6 calendar with me and I don't know if y'all have got
7 yours. We'll sort of wait and see ---
8 CINDY WILSON: That'll be toward the
9 end of August perhaps?
10 TOMMY DUNN: Well, we need to do it
11 before next council meeting because that's going to be
12 third reading.
13 CINDY WILSON: Oh, you've already
14 advertised it. Okay. All right. Well, we better look
15 real quick.
16 LEON HARMON: I will have to check on
17 that. I don't think it has been, so it wouldn't be
18 before the September 6th meeting. But I'm not a
19 hundred percent sure about that.
20 TOMMY DUNN: Check on that and let me
21 know. We'll find out. Okay?
22 LEON HARMON: I'll do that.
23 CINDY WILSON: The next meeting would
24 be on the second meeting in August which will be the
25 17th or September 7th. So if we could look at a date
26 maybe sometime not this ---
27 TOMMY DUNN: Let's go ahead and find
28 out if it's been advertised or not and then we'll go
29 from there. Then we'll see what we've got. And the
30 other thing is, too, in my opinion -- I ain't on the
31 committee. I come to it. But let's look at it --
32 let's don't have a meeting just to go look at one
33 another. If we've got something to change or something
34 to add, that's fine. But sort of look at the things,
35 see what you got, and then we'll get back in touch with
36 Ms. Wilson. Okay. Anything else? Y'all good?
37 Anything else, Ms. Wilson?
38 CINDY WILSON: I think you covered the
39 waterfront on that one.
40 TOMMY DUNN: Okay. I also, too,
41 would like to congratulate Mr. Davis. Glad to have him
42 back in one piece. Thank you.
43 And Mr. Sanders, I hope you can start doing just a
44 little bit better job on proofreading our stuff. You
45 know, I got you in charge of that here a couple of
46 weeks ago. We put you in charge of that a few months
47 ago and you've still letting stuff slice. Hope you can
48 tighten that up some.
49 I just want to appreciate all the citizens of
50 Anderson County. We've got a lot of good stuff that's

1 been happening here lately and a lot of good job
2 opportunities coming up for the citizens of Anderson
3 County. It's really going to be some good
4 opportunities for us. Appreciate the staff and what
5 all they're doing to keep this thing and everything.
6 Please, everybody, stay safe. Meeting be
7 adjourned.

8
9

(MEETING ADJOURNED AT 7:30 P.M.)

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
AUGUST 17, 2021

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
JANIE TURMON

1 TOMMY DUNN: At this time I'd like to
2 call the August 17th special presentation meeting to
3 order. I'd like to welcome each and every one of y'all
4 here. And thank y'all for coming.

5 First on the agenda will be resolutions and
6 proclamations, be 2(a), R2021-035, Mr. Ray Graham.
7 Councilman Graham.

8 RAY GRAHAM: Thank you, Mr. Chairman.
9 It's a great honor and pleasure to recognize Anderson
10 School District 3 Superintendent who received
11 Superintendent of the Year. Just a brief statement
12 beforehand. It goes to show that Anderson County is
13 doing something right. This is two years in a row
14 where one of our local superintendents has received
15 this honor. So it's definitely great to see the steps
16 that we're moving ahead of this through their hard work
17 and dedication to our community.

18 THIS IS A RESOLUTION, R2021-035, THIS IS A
19 RESOLUTION TO HONOR AND RECOGNIZE KATHY HIPPI AS THE
20 2022 SOUTH CAROLINA SUPERINTENDENT OF THE YEAR, AND
21 OTHER MATTERS RELATED THERETO.

22 WHEREAS, Kathy Hipp has served as the
23 Superintendent of Anderson School District Three since
24 2016 and has served the district for thirty-three
25 years; and,

26 WHEREAS, prior to being named superintendent, Mrs.
27 Hipp served as a biology teacher, coach, guidance
28 counselor, director, and administrator; and,

29 WHEREAS, during her tenure as superintendent, the
30 district adopted a penny sales tax which has funded
31 projects such as the Anderson Institute of Technology,
32 new athletic facilities, an FFA arena, and the
33 district's 1 to 1 technology initiative; and,

34 WHEREAS, under her leadership the district
35 participated in the state's eLearning pilot program,
36 developed an integrated STEM program serving K5 through
37 8th grade, and expanded its Fine Arts program; and,

38 WHEREAS, thanks largely to her efforts, Anderson
39 School District Three is currently ranked 7th out of 83
40 school districts in South Carolina; and,

41 WHEREAS, Mrs. Hipp is an inductee of the Crescent
42 High School Athletic Hall of Fame, an active member
43 of the SCASA Superintendents' Affiliate, and a
44 participant in the Center for Executive Education
45 Leadership (CEEL) Superintendents' Program.

46 WHEREAS, among her many accomplishments as
47 superintendent are the expansion of technology in the
48 classroom as well as the district's overall capacity
49 for technology-based teaching; and

50 WHEREAS, in July 2021 Mrs. Hipp was named the 2022

1 South Carolina State Superintendent of the year by the
2 South Carolina Association of School Administration
3 (SCASA);

4 NOW, THEREFORE, BE IT RESOLVED that the Anderson
5 County Council recognizes and honors Kathy Hipp for her
6 passionate service to the children and families of our
7 community. We appreciate your dedication, leadership,
8 and personal commitment to our youth, and we celebrate
9 your distinction as the South Carolina State
10 Superintendent of the Year.

11 LET THIS BE RESOLVED in a meeting duly assembled
12 this 17th day of August, 2021.

13 Mr. Chairman, I bring this in the form of a motion.

14 TOMMY DUNN: Have a motion on the
15 floor by Mr. Graham; second Ms. Wilson. Any
16 discussion? Anyone else? I'd just like to say it's an
17 honor, well deserving. Appreciate all what the
18 superintendent has done, not just for her district but
19 for Anderson County. She played a big part in the 3, 4
20 and 5 Career Center and Technology over on 28 Bypass.
21 After we're all long gone, that's going to still be
22 paying dividends. That's going to be great and a game
23 changer for Anderson County. And we do appreciate your
24 leadership and taking part in that and seeing that that
25 happens and all the many lives you've touched in your
26 career and in the future. We really do appreciate it.
27 Ready to vote? All in favor show of hands. All
28 opposed like sign. Show the motion carries
29 unanimously. Mr. Graham.

30 RAY GRAHAM: Mr. Chairman, if we could
31 ask Mrs. Hipp and if you'll bring your family up, we'll
32 do this presentation.

33 Mrs. Hipp, it is with great pleasure to present
34 this to you. And again, coming from District 3, it's
35 great to see the work and the strides that we've made
36 in our district. It's great to see all the work that
37 you guys have done as far as educating our children
38 down there.

39 **PRESENTATION OF RESOLUTION**

40 **APPLAUSE**

41 RAY GRAHAM: Would you like to say
42 anything?

43 KATHY HIPPI: I just thank you for the
44 honor. It's an honor for me to be the Superintendent
45 of Anderson School District 3 and to work so hard to
46 make Anderson County premiere in every way. And that's
47 all the school districts working together. So thank
48 you for your support.

49 **APPLAUSE**

50 TOMMY DUNN: Moving on to Resolution

1 2(b), R2021-038. Again, Councilman Graham. Councilman
2 Graham.

3 RAY GRAHAM: Thank you, Mr. Chairman.
4 We actually done this presentation at an event this
5 past Sunday for Peoples Bank on their 70th anniversary
6 of serving local communities of Anderson County.

7 Mr. Chairman, I bring this in the form of a
8 resolution, R2021-038.

9 THIS IS A RESOLUTION TO HONOR AND RECOGNIZE THE
10 PEOPLES BANK ON THEIR 70th ANNIVERSARY OF SERVING THE
11 LOCAL COMMUNITIES OF ANDERSON COUNTY, SOUTH CAROLINA;
12 AND OTHER MATTERS RELATED THERETO.

13 WHEREAS, the Peoples Bank is a locally owned and
14 operated financial institution providing complete
15 financial services and products to Anderson County, SC,
16 and the surrounding areas; and,

17 WHEREAS, the Peoples Bank opened for business in
18 1951 in a one-story building located on Broad Street in
19 downtown Iva, South Carolina; and,

20 WHEREAS, in 1965, the bank purchased and renovated
21 the old post office building in Iva. The building was
22 later donated to the Iva Civic Center Improvement
23 Association and is now the location of the Iva Museum;
24 and,

25 WHEREAS, in the Bicentennial Year of 1976, the bank
26 constructed a new office building that continues to
27 serve as a centerpiece in downtown Iva. The Peoples
28 Bank main office is still located here and is home to
29 over 20 employees; and,

30 WHEREAS, in 1981, The Peoples Bank expanded its
31 services within Anderson County by opening a branch
32 office in Anderson, South Carolina. Currently, the
33 bank has seven full-service banking office locations in
34 Anderson County; and,

35 WHEREAS, in 2019, The Peoples Bank received the
36 2019 Small Business of the Year Award; and,

37 NOW, THEREFORE, BE IT RESOLVED that the Anderson
38 County Council recognizes The Peoples Bank for
39 providing 70 years of dedicated service to the local
40 communities of Anderson County. We are appreciative of
41 your contributions and willingness to serve the needs
42 of our local citizens and business communities.

43 LET THIS BE RESOLVED in a meeting duly assembled
44 this 17th day of August, 2021.

45 Mr. Chairman, I bring this in the form of a motion,
46 as well.

47 TOMMY DUNN: Have a motion by Mr.
48 Graham. Have a second? Second Ms. Wilson. Are there
49 any discussion? I'd just like to say I hope, because
50 it is a dying breed local banks, so i hope we've got

1 seventy more years with that bank. It's really good to
2 have a local bank and institution here, especially in
3 Anderson County, serving our citizens. Hope there will
4 be many more years of success.

5 All in favor of the motion show of hands. Opposed
6 like sign. Show the motion carries unanimously.

7 Moving on now to item number 2(c), Resolution
8 R2021-39. This will be Councilman Glenn Davis. Mr.
9 Davis.

10 GLENN DAVIS: Thank you, Mr. Chairman.
11 I hope I can get through this resolution without
12 getting hungry. This is Resolution R2021-039. This is
13 a resolution to honoring Skin Thrasher hotdogs for 75
14 years of service. Most businesses don't even make five
15 years. We've talking about 75 years of exceptional
16 service. They're to be congratulated. 75 years is
17 awesome.

18 I'D LIKE TO BRING THIS IN THE FORM OF A RESOLUTION
19 TO HONOR AND CELEBRATE SKINS HOTDOGS ON THE OCCASION OF
20 THEIR 75th ANNIVERSARY; AND OTHER MATTERS RELATED
21 THERETO.

22 WHEREAS, Skins Hotdogs was established in 1946 in
23 Anderson, South Carolina by Loyd "Skin" Thrasher
24 in a "pool hall" environment serving many different
25 short-order meals. As time passed hotdogs were the
26 item of choice for Skin's patrons and the mill town
27 folk, so Skin decided to get rid of the pool tables and
28 concentrate only on hotdogs; and,

29 WHEREAS, by the 1980s Skin's built a reputation
30 across upstate South Carolina and in other states
31 across the southeast. News outlets begin spreading the
32 word about the tiny house hidden in the heart of
33 Anderson. The Atlanta Journal, Charlotte Observer,
34 Greenville News, Anderson Independent all told the tale
35 of "Skin Thrasher's Café" that is now referred to as
36 "The Original"; and,

37 WHEREAS, in 1985 Skin Thrasher hung up his apron
38 and passed the business on to his two sons and a son-
39 in-law; and,

40 WHEREAS, in 1988 Skin's opened a second location on
41 Clemson Boulevard in Anderson, South Carolina;
42 and,

43 WHEREAS, in the 1990s Skin's expanded operations
44 into Seneca, Clemson, Easley, Mauldin, and 28 Bypass
45 in Anderson. In 2000, Skin's stepped into Greenville,
46 South Carolina adding stores on Pelham Road and Mills
47 Avenue. In 2006 Skins opened a new location in the
48 Hopewell Community on Highway 81 in Anderson, and an
49 additional location in Greenville on Congaree Road in
50 2012; and,

1 WHEREAS, National Public Radio proclaimed Skin's as
2 one of the top 10 hotdogs in America. They were
3 even invited to participate in a Washington, DC "Taste
4 of the South" charity fundraiser with other nationally
5 acclaimed restaurants; and,

6 WHEREAS, Skin's currently has 11 locations across
7 the Upstate who continue to carry on the deep tradition
8 of giving each customer quality service, a quality
9 hotdog, and a clean environment - all for a reasonable
10 family price; and,

11 NOW, THEREFORE, BE IT RESOLVED that the Anderson
12 County Council commends Skin's Hotdogs for providing 75
13 years of quality service to the citizens of Anderson
14 County. We are appreciative of your commitment to
15 being a good neighbor in our restaurant community and
16 preparing the best hotdog in Anderson County and the
17 Carolinas.

18 This is in the form of a resolution, Chairman.

19 RESOLVED in a meeting duly assembled this 17th day
20 of August, 2021.

21 TOMMY DUNN: We have a motion by Mr.
22 Davis. Have a second?

23 BRETT SANDERS: Second.

24 TOMMY DUNN: Second Mr. Sanders. I
25 figured he'd second that. He thinks he'll get a hotdog
26 out of it. Any discussion? I'd just like to reiterate
27 Mr. Davis's words. It's a great honor for a business
28 to start out like that and still be going strong,
29 family-owned in Anderson County. Want to appreciate
30 y'all, what all y'all have done, what all y'all have
31 done for the community and continue to do. We really
32 do appreciate y'all. Y'all are -- believe it or not,
33 some people might not know where Anderson is if you go
34 somewhere, but if you say that's where Skin's Hotdogs
35 is and they'll say, oh, I know where that's at. So
36 that's a good thing, good reputation.

37 Anyone else? All in favor of the motion show of
38 hands. All opposed like sign. Show the motion carries
39 unanimously. Mr. Davis.

40 GLENN DAVIS: I'd like to take picture.

41 TOMMY DUNN: Y'all step on up.

42 PRESENTATION OF RESOLUTION

43 APPLAUSE

44 TOMMY DUNN: That will conclude this
45 part of our council meeting. We'll reconvene here back
46 at 6:30 to start our regular council meeting.

47

48 (SPECIAL PRESENTATION MEETING ADJOURNED AT 6:15 P.M.)

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
AUGUST 17, 2021

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
JANIE TURMON

1 TOMMY DUNN: ... county council
2 meeting of August 17th to order. We welcome each and
3 every one of you here. And thank y'all for coming. At
4 this time I'll ask us to rise for the invocation and
5 pledge of allegiance. If you would, at this time,
6 there's a lady that served on our Human Mental Health
7 Board. I'll let Ms. Wilson introduce her family. She
8 passed away. We want to keep her family in our
9 thoughts and prayers. And also a councilman from
10 Greenwood, Steve Brown, keep his family in our thoughts
11 and prayers. He passed away this past week
12 unexpectedly and he's the chairman of the council down
13 there in Greenwood. Didn't know him, but I've heard a
14 lot of good stuff about him.

15 Ms. Wilson.

16 CINDY WILSON: That was Mrs. Mary Reid
17 Ellis. She was a very fine member of the community.
18 And her family goes way back in our community. Thank
19 you.

20 TOMMY DUNN: We'll just have a moment
21 of silent for those families.

22 **MOMENT OF SILENCE**

23 TOMMY DUNN: Now Councilman Jimmy
24 Davis will lead us in the invocation.

25 JIMMY DAVIS: Let us pray.

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

27 TOMMY DUNN: At this time do we have a
28 motion to accept the July 20th, 2021 minutes? Any
29 corrections?

30 CINDY WILSON: Yes, sir.

31 TOMMY DUNN: Ms. Wilson.

32 CINDY WILSON: On page forty, line
33 fifteen and line sixteen, that was Justus Cox, instead
34 of Justin. And on page forty-one, line ten, measures
35 instead of measured. And I'll put that in the form of
36 a motion to amend the minutes.

37 TOMMY DUNN: We have a motion to make
38 those changes, corrections, to the minutes, of Ms.
39 Wilson. Do we have a second?

40 JIMMY DAVIS: Second.

41 TOMMY DUNN: Second Mr. Davis, that's
42 Jimmy Davis. All in favor of the motion show of hands.
43 Opposed like sign. Show the motion carries
44 unanimously.

45 The August 3, 2021 minutes haven't been received
46 yet. We'll do them hopefully at the next meeting.

47 Moving on to item number 4, citizens comments.
48 When Mr. Harmon calls your name, please step forward
49 and state your name and district for the record. You
50 have three minutes on agenda items only this first go

1 around, and address the chair.

2 LEON HARMON: Mr. Chairman, no one is
3 signed up to speak.

4 TOMMY DUNN: Moving on to item number
5 5, special presentation on Upstate Alliance, Mr. John
6 Lummus, their President. Glad to see him here. Mr.
7 Lummus. Anderson native.

8 JOHN LUMMUS: Thank you so much, Mr.
9 Chairman, members of council. Really appreciate the
10 opportunity to come before you tonight. I'm John
11 Lummus. I'm the President of the Upstate SC Alliance.
12 We're the Regional Economic Development Group for the
13 upstate ten counties.

14 And what we do, for those of you that don't know,
15 we work with the ten county local economic developers
16 in the region. We also have ten cities that are
17 members of our group and about a hundred and eighty-
18 five private sector members. But our key constituency
19 is those local economic developers, Burriss, behind me.
20 And by the way, Burriss, it makes me kind of nervous
21 that you're in the jury box. Anyway. But one thing I
22 was going to say about Burriss is if it wasn't for
23 Burriss and their office and what they're doing, I
24 don't think y'all would have much of an agenda tonight
25 because there's a lot of economic development going on
26 in Anderson County.

27 The council, Mr. Burns, Burriss and the whole staff
28 over there just does a fantastic job. And they're
29 great partners with the Upstate Alliance. Our role is
30 to market the Upstate to the world basically as a great
31 location to do business, and find leads and prospects
32 in business that would be good matches for the Upstate.
33 And then work to get those folks to the local economic
34 developers and then Burriss will close the deal. So
35 that's kind of how we work.

36 We're also a lot about collaboration and talking
37 about ourselves as a region. As Mr. Dunn mentioned, I
38 am an Anderson native. I still live in Anderson. So
39 very proud to be from here and to be able to serve
40 Anderson County as part of the Upstate Alliance Region.

41 So as everyone knows, 2020 was an interesting year.
42 It started out in the beginning, the economy was great.
43 The Upstate Alliance celebrated its 20th anniversary
44 and things were going great. And then about March 15th
45 hit. I'm not going to review over that. Everybody
46 knows about the pandemic and is tired of hearing about
47 it. But what we did learn through that time was that
48 we had to be innovative as a region and as an economic
49 development organization and really start looking at
50 ourselves as how are we going to be successful coming

1 out of the pandemic. And we'll talk a little bit about
2 that tonight.

3 So 2020 we actually had a pretty good year
4 considering everything. We had fifty-seven companies
5 across the region that announced locations. 1.25
6 billion in capital investment. About three thousand
7 jobs. One of the things that was interested was that
8 we do a lot of answering requests for information. We
9 continue to do that. And project activity from
10 requests stayed pretty strong. And then about the
11 middle of October we really started to see the gates
12 open back up and a lot of activity going on. I know
13 Anderson County had a great year in 2020. It's already
14 having a great year in 2021. I think y'all have at
15 least five projects announced that I know of. Y'all
16 probably had a lot more that we don't know about. But
17 again, doing a great job.

18 So what did we do during 2020? One of the things
19 we looked at were all of our marketing materials. How
20 could we get things done? We couldn't actually travel
21 and be meeting with prospective companies, so we redid
22 all of our marketing materials, both digitally and ones
23 that we actually -- we actually still give out and mail
24 out marketing materials that are made of paper, believe
25 it or not. But a lot of it is done digitally.

26 We also started several digital campaigns. That
27 was the best way to connect with companies and site
28 consultants. The first one you see is in regard to
29 workforce, which is always the most important issue
30 that you have when you're looking at companies coming
31 in. And we sent out a lot of things on available sites
32 and buildings across the region and just gave basic
33 overviews to different groups digitally, because,
34 again, that was the best way to connect with people.

35 We had virtual events. I know everybody is sick of
36 Zoom, but we had to utilize that the best we could.
37 Every year we have traditionally brought in a group of
38 site consultants from all over the United States.
39 Obviously we couldn't do that last year. So what we
40 did was we had a consultant event online. We had about
41 twelve site consultants that learned about the Upstate.
42 We did a video that featured some of our fantastic
43 local economic developers like Burriss Nelson on it.
44 And so that was successful. We got a lot of good
45 traction on that. We also had an international
46 gathering of nineteen different countries. And when I
47 say that, the Consul Generals' Offices in the southeast
48 participated in this, and that was the most countries
49 we've ever had participate in one of those. So
50 continuing to get the message out there.

1 We also were able to, in person, have a group from
2 Ireland that came over, Irish Manufacturing Research
3 Group. About twenty companies came over to look at the
4 Upstate Region. And we've continued to build
5 relationships with Belgium, the U.K., Ireland, of
6 course, Germany, and others. So we were able to do
7 some of that in person last year before March and then
8 continue to do it online after March.

9 One of the things that we did increase a lot on was
10 our investor research requests. Sixty-one percent
11 increase over 2019. And that's basically because a lot
12 of our public and private sector investors, they were
13 preparing for the end of the pandemic and doing a lot
14 of research. So our research team really helped out a
15 lot in that way.

16 And another thing that's really interesting to me
17 and hopefully to you, what we try to do is market the
18 Upstate South Carolina Region with 1.5 million people
19 in it, two thousand manufacturers, a hundred and
20 fifteen thousand people employed in manufacturing. So
21 our job is to get that name out. Between December of
22 2018 and December of 2020, the searches nationwide went
23 up twenty-two percent or about forty-four hundred
24 searches per month on Google and other search engines.
25 So I think that shows that we're getting the name of
26 the Upstate out there.

27 So as we look ahead, you know, the biggest thing
28 that we saw that we wanted to do during the pandemic
29 was to regain our economic health and continue to adapt
30 and stay ahead. And when I say that, you know, I think
31 the state of South Carolina, the Department of
32 Commerce, the local economic development groups really
33 did a great job. Because, number one, our state
34 allowed manufacturing to remain open. They were
35 essential businesses. A lot of the economic activity
36 continued pretty strong in South Carolina, and I think
37 that that has been something that's going to lead us to
38 the forefront as we come out of this, this year
39 hopefully, and into 2022.

40 But adapting is huge. And that's what we've tried
41 to do. And I'm going to talk a little bit about that
42 with some trends that we see moving forward.

43 Number one, we're going to continue to focus on our
44 target industries. Aerospace, automotive, engineered
45 materials, food manufacturing and life sciences have
46 been our top targets over the last five years. We're
47 going to continue to look at those. But we're also
48 going to focus on two new areas. One of those being
49 food and beverage. About half the projects that we see
50 right now are in the food and beverage area. We -- I'd

1 say just already this year we've got at least ten RFIs
2 on food and beverage projects. And the reason for that
3 is a lot of these companies have been on the west
4 coast. A lot of them have been international. During
5 COVID their supply chains were broken or affected. You
6 know, you couldn't get chicken. You couldn't get all
7 these things in the grocery store. And what we've seen
8 now is we're in the center of the east coast. We're
9 connected to the Port of Charleston. A hundred and ten
10 million people within one day's driving distance of
11 where we are. So companies want to be here as opposed
12 to being somewhere else because they want to guarantee
13 they can get to their customers.

14 The second thing that we're seeing is how can we
15 really tap into manufacturing technologies that are
16 supporting our manufacturing area. And that's
17 something that we are seeing more and more of. Smaller
18 companies that are looking to come here and support our
19 manufacturing. A lot of these are international. And
20 again, smaller projects. We're still seeing large
21 projects, but smaller projects that we want to be able
22 to work with. So we started about five years ago in an
23 initiative called Landing Pads. And I think this is
24 perfect for what y'all are doing in Anderson County now
25 with the former TTI building. Having a place that
26 international companies can come, locate, put down
27 roots, maybe -- they might want five hundred square
28 feet or a thousand square feet. Might have five
29 employees. But they're going to grow. And this is
30 going to be a spot where it can be done. And the way
31 that we work on the Landing Pad projects is we support
32 them every step of the way until they decide to land.
33 And then, of course, we turn them over to the local
34 economic developers.

35 So economic development for the last sixty years
36 has been about business recruitment. But it's really
37 shifted over the last five or so years into talent
38 recruitment. And that's what we're seeing. So back in
39 2019 we started an initiative called Move Up, which
40 basically combines a website -- it's a website that
41 combines information on quality of life, you know, cost
42 of living, things of that nature, throughout the region
43 with an Indeed based search engine for jobs. So you
44 can go in and put welder in and find out what welding
45 jobs are available in the Upstate of South Carolina.
46 And we started out by targeting ten geographies around
47 the country to try to get people to move here to take
48 jobs. That was when the unemployment rates were 1.8
49 percent, 1.9 percent in Anderson County, I believe.

50 So fast forward to April of 2020, unemployment

1 rates are twelve percent. And we started looking at it
2 saying, why are we trying to recruit people from
3 outside when there are a lot of people here without
4 jobs that are either unemployed or underemployed. So
5 we set up Skill Up, which basically combines Move Up,
6 you know, quality of life information, things like
7 that. But if someone goes on Skill Up and looks for a
8 job, it'll tell them the jobs in the region, but it
9 connects them to the technical colleges and community
10 colleges and will tell them what type of training that
11 they can get to get into this job. So we have a really
12 unique partnership with Tri County Tech, Greenville
13 Tech, Spartanburg Community College and Piedmont Tech.
14 So people can find out what they need. And it also
15 tells them that a lot of this is free and how they can
16 fund it. So we picked fifteen in-demand positions
17 throughout the Upstate Region that we're focused on
18 there.

19 So we're really trying to make -- you know, dip our
20 foot in the water on workforce development because
21 Burriss will tell you, workforce development and
22 workforce is always the number one thing that any
23 prospect is going to ask about.

24 So I'll kind of end with this. You know,
25 maintaining a stable business environment, I've talked
26 about what the state did during COVID. We really did,
27 I mean South Carolina came out of that shining brighter
28 than about any other state. What we're always trying
29 to do is find ways that we can compete better. And I
30 think South Carolina did a really good job with that
31 during COVID. And I think that, you know, what I
32 always preach about when we're talking to companies
33 about why do you want to move to the Upstate of South
34 Carolina? Quality of life, low rates of unionization,
35 lot costs, government cooperation with business, our
36 international companies that are here, we've got five
37 hundred and forty-five international companies from
38 thirty-four countries, and just a really strong
39 manufacturing environment that's produced a great
40 workforce. And those are the things we talk about.
41 And I think that we can stack up as good or better than
42 any spot in the entire country.

43 I will brag a little bit. I've been to three
44 different site consultant events over the course of the
45 summer. And at each one of them I went to, I would
46 say, I'm with the Upstate Alliance. They said, oh, we
47 know where you are. We know where you are. Why don't
48 you quit recruiting industry because you're taking
49 everything away from us. And it's because we do have a
50 great place to do business. We have great people here.

1 And I'm proud to represent.

2 I'm glad to take any questions anyone may have.
3 But before I take questions I do want to say thank you
4 to Anderson County for supporting the Upstate Alliance.
5 Y'all are one of our board members. Y'all have been
6 with us since the beginning. And just thank you for
7 your support.

8 TOMMY DUNN: Thank you. Anyone have
9 any questions or comments for Mr. Lummus? Mr. Lummus,
10 I just want to thank you for the relationship we've had
11 over the years, and Tri County Tech. Appreciate what
12 all y'all have done for Anderson County and working us
13 together. And I think that's what makes us successful
14 here in Anderson County; it is, I say all the time,
15 it's a team effort. And we value each and every one of
16 our team members. Appreciate y'all very much.

17 JOHN LUMMUS: It is a team effort.
18 Thank you. Anything else? That was nine minutes and
19 forty-five seconds, Rusty. Thank y'all so much for the
20 opportunity.

21 TOMMY DUNN: Appreciate it.

22 JOHN LUMMUS: Y'all have a good day.

23 TOMMY DUNN: You too. Stay safe.

24 We're going to move on now to item number 6, these
25 are third reading items. This will be 6(a), 2021-046,
26 an Ordinance authorizing the execution and delivery of
27 a fee in lieu of tax agreement by and between Anderson
28 County, South Carolina and Plastic Omnium Auto
29 Exteriors, LLC with respect to certain economic
30 development property in the county, whereby such
31 property will be subject to certain payments in lieu of
32 taxes, including the provision of certain special
33 source credits; and other matters related thereto.

34 This will be a public hearing. Before I go into
35 that public hearing, Mr. Nelson, you got anything you
36 want to say on this?

37 BURRISS NELSON: Mr. Chairman, this is one
38 of our premiere existing companies investing eighteen
39 million dollars and creating seventy-six jobs with an
40 average pay of twenty-nine dollars and nineteen cents
41 an hour, for an average annual payroll of 4.4 million.
42 This company has been a great community partner. And
43 this comes to us, council, with a recommendation from
44 staff, as well as from the Economic Development
45 Advisory Board.

46 TOMMY DUNN: Thank you. We'll be
47 going into a public hearing. Anybody wishing to speak
48 to this matter, please step forward. You've got three
49 minutes. And address the chair, please. Anyone at
50 all? Seeing and hearing none, the public hearing will

1 be closed. Do we have a motion to move this forward?
2 CINDY WILSON: So moved.
3 TOMMY DUNN: Motion Mr. Sanders and
4 second Ms. Wilson. Any discussion? Go ahead.
5 BRETT SANDERS: (Inaudible) hasn't
6 announced through the governor's office yet, so we're
7 not to say the company name.
8 BURRISS NELSON: That's correct. We need
9 to hold that as close as we can.
10 BRETT SANDERS: On all the third readings?
11 BURRISS NELSON: Yes, sir, please.
12 TOMMY DUNN: I'm sorry. You told me
13 that, but I thought seeing it on my piece of paper
14 here, I was sure he wouldn't have wrote it down if he
15 hadn't meant that right there. Okay.
16 BRETT SANDERS: You'll have the governor
17 mad at you.
18 TOMMY DUNN: Won't be the first time.
19 I've been mad at him a couple of times. I waited
20 forty-five minutes over there at the Civic Center.
21 Anymore discussion? All in favor of the motion
22 show of hands. Opposed like sign. Show the motion
23 carries unanimously.
24 Moving on to item number 6(b). This will be
25 2021-050, an Ordinance authorizing a fee-in-lieu-of-tax
26 arrangement on behalf of Top Edge Components, LLC (the
27 "Company") pursuant to a fee-in-lieu-of-tax agreement
28 between Anderson County, South Carolina (the "County")
29 and the company; authorizing a 5-year extension of the
30 investment period for all investments over the minimum
31 investment requirement; authorizing the granting of
32 certain infrastructure credits to the company;
33 authorizing the creation of a joint county industrial
34 and business park with Greenville County; and other
35 matters relating to the foregoing. (Project New). How
36 did I do that time, Mr. Sanders?
37 BRETT SANDERS: Did good.
38 TOMMY DUNN: Mr. -- it was hard. Mr.
39 Nelson, you got anything before we go into public
40 hearing?
41 BURRISS NELSON: Yes, sir, thank you.
42 This is a 2.9 million dollar project, twenty-five jobs
43 with an average salary of twenty dollars and seven
44 cents an hour, bringing an annual payroll of about a
45 million dollars. And actually coming to the Townville
46 Community, which is under served in manufacturing job
47 opportunities. I was really happy with that location
48 and being able to work with this company to bring those
49 jobs to that location. They were very appreciative of
50 council's efforts to assist with all of that. So

1 anyhow, thank you. This comes to council as a
2 recommendation from staff, as well as the Economic
3 Development Advisory Board for your consideration.
4 TOMMY DUNN: We'll go into public
5 hearing now at this time. Again, anyone wishing to
6 speak to this matter, please step forward, address the
7 chair and you have three minutes. Anyone at all?
8 Seeing and hearing no one, public hearing will be
9 closed. Do we have a motion to move this forward?
10 BRETT SANDERS: So moved.
11 CINDY WILSON: Second.
12 TOMMY DUNN: Motion Mr. Sanders;
13 second Ms. Wilson. Any discussion? Mr. Nelson, if you
14 would, we would like for them to move all their
15 business to Anderson County.
16 BURRISS NELSON: Yes, sir. We'll see if
17 we can make that work.
18 TOMMY DUNN: All in favor of the
19 motion show of hands. Opposed like sign. Show the
20 motion carries unanimously.
21 At this time we're going to be going into 6(c).
22 And I believe 6(c) and 6(d), we'll get to them -- Mr.
23 Wright is going to recuse himself. He's got no
24 business dealings with this, but he ---
25 JOHN WRIGHT: Business part of it
26 does; yes, sir.
27 TOMMY DUNN: --- business part of it
28 does and he just feels like it would be appropriate to
29 recuse himself ---
30 JOHN WRIGHT: Yes, sir.
31 TOMMY DUNN: --- for both these
32 items. We're going into item number 6(c), 2021-032, an
33 ordinance to amend the zoning map to rezone +/- 1.03
34 acres from R-20 (Single-Family Residential) to R-D
35 (Residential Duplex) located at Jackson Circle.
36 TMS#46-00-02-002 (Lot 1-A & Lot 2-A). (Council District
37 4).
38 This will be a public hearing. Anyone wishing to
39 speak to this matter, please step forward and state
40 your name and district for the record. Anyone at all?
41 Seeing and hearing none, the public hearing will be
42 closed. Do we have a motion to move this forward?
43 BRETT SANDERS: So moved.
44 TOMMY DUNN: Motion Mr. Sanders; and
45 second by Ms. Wilson. Any discussion?
46 BRETT SANDERS: Mr. Chairman, yes, sir.
47 TOMMY DUNN: Mr. Sanders.
48 BRETT SANDERS: 2021-32 and 33, I'd like
49 to thank Ms. Hunter. She worked with the developer.
50 We had some issues with some of the neighbors. They

1 sat down and the developer agreed to restrict other
 2 property that adjoins that. And at the, I guess, the
 3 HOA meeting with over twenty something involved in the
 4 meeting, everyone was in support. And I'm going to
 5 support this project. Thank you.

6 TOMMY DUNN: Thank you. Anyone else?
 7 All in favor of the motion show of hands. Opposed like
 8 sign. Show the motion carries unanimously. And again,
 9 let the record show Mr. Wright has recused himself.

10 Moving on to item number 6(d). This will be
 11 2021-033, an ordinance to amend the zoning map to
 12 rezone +/- 1.25 acres from R-20 (Single-Family
 13 Residential) to R-D (Residential Duplex) located at
 14 Jackson Circle. TMS#46-00-02-026 & -027. (Council
 15 District 4).

16 We'll be going into public hearing. Again, let the
 17 record show Mr. Wright has recused himself. We're
 18 going into a public hearing. Anyone, again, wishing to
 19 speak to this matter, please step forward, state your
 20 name and district. You have three minutes and address
 21 the chair, please. Anyone at all? Seeing and hearing
 22 none, the public hearing will be closed. Do we have a
 23 motion to move this forward?

24 BRETT SANDERS: So moved.

25 TOMMY DUNN: Motion Mr. Sanders;
 26 second Ms. Wilson. Now, any discussion? Seeing and
 27 hearing none, all in favor of the motion show of hands.
 28 Opposed like sign. Show the motion carries
 29 unanimously. Do you mind getting Mr. Wright, Mr.
 30 Graham?

31 We'll be moving now to item number 6(e), be
 32 2021-034, an ordinance to amend the zoning map to
 33 rezone +/- 1.08 acres from C-2 (Highway Commercial
 34 District) to S-1 (Services District) located at 104 &
 35 106 Chippewa Ln, Williamston. TMS#220-06-01-003, -004.
 36 (Council District 7).

37 This will be a public hearing. Anyone wishing to
 38 speak to this matter, please step forward and state
 39 your name and district for the record. You have three
 40 minutes. Address the chair. Anyone at all? Seeing
 41 and hearing none, the public hearing will be closed.
 42 Do we have a motion to move this forward?

43 CINDY WILSON: So moved.

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

46 JIMMY DAVIS: Second.

47 TOMMY DUNN: Second Mr. Davis. Any
 48 discussion? Ms. Wilson.

49 CINDY WILSON: (Inaudible.)

50 TOMMY DUNN: Anyone else? All in

1 favor of the motion show of hands. All opposed like
2 sign. Show the motion carries unanimously.
3 Show for the record Mr. Wright is back with us.
4 We're moving on now to item number 6(f), 2021-035,
5 an ordinance to amend the zoning map to rezone +/-
6 18.07 acres from PD (Planned Development) & R-20
7 (Single-Family Residential) to R-A (Residential
8 Agriculture) located at 702 Belton Hwy, Williamston.
9 TMS#222-00-03-007, 221-00-09-042, & 221-00-09-043.
10 Again, this is in Ms. Wilson's district.
11 This will be a public hearing. Again, anyone
12 wishing to speak to this matter, please step forward,
13 state your name and district and address the chair,
14 please. Anyone at all? Seeing and hearing none, the
15 public hearing will be closed. Do we have a motion to
16 move this forward?
17 CINDY WILSON: So moved.
18 TOMMY DUNN: Motion Ms. Wilson. Do
19 we have a second?
20 JIMMY DAVIS: Second.
21 TOMMY DUNN: Second Mr. Davis. Now
22 any discussion?
23 CINDY WILSON: Very quickly.
24 TOMMY DUNN: Ms. Wilson.
25 CINDY WILSON: This is for School
26 District 1 surrounding their Career and Technology
27 Center, which is School Districts 1 and 2 together.
28 This provides the proper zoning for what they plan.
29 Thank you.
30 TOMMY DUNN: Thank you. All in favor
31 of the motion show of hands. Opposed like sign. Show
32 the motion carries unanimously.
33 We'll be moving on now to item number 6(g),
34 2021-036, an ordinance to amend section 38-311 (e),
35 section 38-313(3), and section 38-314(d) of the Code of
36 Ordinances, Anderson County, South Carolina so as to
37 update the stormwater provisions of these ordinances;
38 and other matters related thereto.
39 Mr. Harmon, could you just give us a quick thing
40 before we go into public hearing in case somebody don't
41 know what this is about?
42 LEON HARMON: Yes, Mr. Chairman. What
43 this is about is to amend three sections in our code to
44 clearly set forth the requirements of our SMS-4
45 Stormwater Requirements, our permit with DHEC that we
46 have to operate under. There are amendments in each of
47 these sections to clarify the need for a stormwater
48 permit and for what you have to obtain a permit.
49 TOMMY DUNN: Thank you. This will be
50 a public hearing. Anyone wishing to speak to this

1 matter, please step forward, state your name and
2 district for the record and address the chair, please.
3 Anyone at all? Seeing and hearing none, do we have a
4 motion to move this forward?

5 CINDY WILSON: So moved.

6 TOMMY DUNN: Motion Ms. Wilson;
7 second Mr. Davis. That's Jimmy Davis. Any discussion?

8 I just want to say this is -- we were sort of asked
9 to do by DHEC, to sort of mirror their stuff and make
10 sure we're all on the same page?

11 LEON HARMON: That is correct, Mr.
12 Chairman. And in fact, we have been notified by DHEC
13 that they will be auditing our program in the next
14 couple of weeks.

15 TOMMY DUNN: Thank you. See Mr.
16 Batson back there, our Stormwater Manager. Thank him
17 for stopping in. His team does a fine job. Anyone
18 else? All in favor of the motion show of hands.
19 Opposed like sign. Show the motion carries
20 unanimously.

21 We're going to move on now to item number (h),
22 that's 6(h), 2021-031, an Ordinance to amend Section
23 38-353 of the Code of Ordinances, Anderson County,
24 South Carolina so as to amend Section 38-353(a) and add
25 a new Section 38-353(d) regarding private road
26 standards; and other matters related thereto.

27 Mr. Harmon, before we go into public hearing, just
28 a few words on this?

29 LEON HARMON: Yes. Mr. Chairman, what
30 this does is add a private road provision to our
31 ordinance and set standards for that. The amendment to
32 38-353 is just to reference the section that contains
33 the private road material and then the amendment also
34 adds 38-353(d), private road standards. This is for a
35 minimum of -- to serve a maximum of ten lots -- I
36 misspoke there. It's to serve a maximum of ten lots.
37 A minimum road right-of-way width of fifty feet, a
38 minimum surface driving width of eighteen feet, with
39 the exception of cul-de-sacs have to be a radius of
40 fifty feet. Parcel boundaries may extend to the center
41 line of the road. We have a number of actually public
42 roads in Anderson County where property lines extend to
43 the center line. This requires that it be certified by
44 a surveyor or engineer licensed in the state of South
45 Carolina, that the road be named in accordance with
46 E911 standards, that it meet all stormwater management
47 and sediment control regulations. Speed limits can be
48 set. A statement must be placed on the plat that this
49 is for a private road and a road maintenance agreement
50 would be provided to set forth who is responsible for

1 maintaining the road.

2 TOMMY DUNN: Thank you, Mr. Harmon.
3 This will be a public hearing. Anyone wishing to speak
4 to this matter, please step forward and state your name
5 and address the chair. You have three minutes. Anyone
6 at all? Seeing and hearing none, the public hearing
7 will be closed. Do we have a motion to move this
8 forward?

9 JIMMY DAVIS: So moved.

10 TOMMY DUNN: Motion Mr. Davis; second
11 Ms. Wilson. Now open for discussion. Mr. Davis, do
12 you have anything?

13 JIMMY DAVIS: Mr. Chair, thank you.
14 I'm real excited that we have this on third reading
15 this evening. It's been a little bit of a past to get
16 it here. We had to have some meeting changes. So it
17 took us a while to get to this third reading. But the
18 Planning and Public Works Committee and the
19 subcommittee worked really hard on getting this private
20 road ordinance in place and having something that's
21 usable. This actually gives property owners a great
22 option to develop their own property with not too much
23 of a headache. And they can exercise their property
24 rights. And it gives Anderson County another tool in
25 the toolbox for development for property owners. So
26 I'm really excited about this. My only request is that
27 we make sure we share this ordinance after we pass it
28 tonight, hopefully, with each Planning Commissioner,
29 and make sure the Realtor's Association gets a copy of
30 it. I think this is a huge tool that Anderson County
31 will have for property owners to exercise their
32 property rights. Thank you, Mr. Chair.

33 TOMMY DUNN: Thank you, Mr. Davis.
34 Anyone else? I'd just like to thank everyone who
35 worked on this from the private sector to the county
36 council and thank all of them that worked on this and
37 got this done. I think it's a good starting point and
38 a good document to benefit the citizens of Anderson
39 County.

40 CINDY WILSON: Just a quick little
41 note. It should be especially helpful for families who
42 are subdividing within their families and, you know,
43 small groups of folks who want to be out in the
44 country. I think it gives a great bit of help for
45 that. Thank you.

46 TOMMY DUNN: I think you're correct.
47 Anyone else? All in favor of the motion show of hands.
48 Opposed like sign. Show the motion carries
49 unanimously.

50 We're going to be moving on now to item number

1 6(i), be 2021-029, an Ordinance authorizing pursuant to
2 Title 12, Chapter 44 of the Code of Laws of South
3 Carolina 1976, as amended, the execution and delivery
4 of one or more incentive agreements, by and between
5 Anderson County, South Carolina and Hartwell Solar, LLC
6 (formerly identified by the county as Project Mullet),
7 as sponsor, and one or more existing or to-be-formed or
8 acquired subsidiaries, or affiliated or related
9 entities and certain sponsor Anderson County Council
10 affiliates, to provide for a fee-in-lieu of ad valorem
11 taxes incentive and certain special source revenue
12 credits; authorizing the expansion of the boundaries of
13 a multi county park to include the project; to enter
14 into any other necessary agreements with the sponsor to
15 effect the intent of this ordinance; and other related
16 matters. This will be a public hearing in a second.
17 Before we go into that, though, Mr. Nelson, do you have
18 anything you want to add on this?

19 BURRISS NELSON: Mr. Chairman, thank you.
20 This is a sixty-eight million dollar investment in a
21 solar farm project. The property last year paid taxes
22 of about twenty-seven hundred dollars. In the first
23 year the property tax -- it will probably be 2022
24 before it will pay taxes, but the first year will be
25 two hundred and sixty-eight thousand dollars in
26 property tax, just in the first year. This comes to
27 council as a recommendation from staff, as well as the
28 Economic Development Advisory Board.

29 TOMMY DUNN: Thank you. We have a
30 public hearing. Anyone wishing to speak to this
31 matter, please step forward and state your name and
32 district and address the chair. Anyone at all? Seeing
33 and hearing none, the public hearing will be closed.
34 Do we have a motion to move this forward?

35 BRETT SANDERS: So moved.

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

40 Thank you, Mr. Nelson.

41 BURRISS NELSON: Thank you.

42 TOMMY DUNN: We're going to move on
43 now to item number 7(a). These will be second
44 readings. This will be 2021-039. And Mr. Sanders, I
45 believe, is going to recuse himself from this.

46 This will be an Ordinance to amend Ordinance
47 #99-004, the Anderson County Zoning Ordinance, as
48 adopted July 20, 1999, by amending the Anderson County
49 Official Zoning Map to rezone +/- 11.23 acres from I-2
50 (Industrial District) to S-1 (Services District) on a

1 parcel of land on Welpine Rd, in the Denver-Sandy
2 Springs Precinct shown in Deed Book 14951 page 58. The
3 parcel is further identified as TMS #93-00-04-004.

4 This will be a public hearing. Anyone wishing to
5 speak to this matter, please step forward and state
6 your name and district and address the chair, please.
7 Anyone at all?

8 WESLEY WHITE: Thank y'all. Wesley
9 White. I actually live here in Anderson County in
10 District 1, but also the engineer of record helping the
11 applicant through this.

12 Just real quick, the justifications and the
13 reasoning with this, we met with the staff. The owner
14 wants to be able to do retail. I-2 doesn't allow
15 retail. It's essentially the only difference between
16 S-1 and I-2, so the S-1 will allow him to do retail on
17 that piece, which is just off of exit 21. Thank you.

18 TOMMY DUNN: Thank you. Anyone else?
19 Anyone at all? Seeing and hearing none, the public
20 hearing will be closed. Do we have a motion to move
21 this forward?

22 JIMMY DAVIS: So moved.

23 TOMMY DUNN: Motion Mr. Davis; second
24 Mr. Wright. Now any discussion? Seeing and hearing
25 none, all in favor of the motion show of hands. All
26 opposed like sign. Show the motion carries unanimously
27 with Mr. Sanders recusing himself. Now we'll welcome
28 Mr. Sanders back in the room. Mr. Davis.

29 We're moving on now to item number 7(b), 2021-038,
30 an Ordinance to amend Ordinance #99-004, the Anderson
31 County Zoning Ordinance, as adopted July 20, 1999, by
32 amending the Anderson County Official Zoning Map to
33 rezone +/- 136.83 acres from R-20 (Single Family
34 Residential) to IZD (Innovative Zoning District) on
35 three parcels of land in the Mt. Tabor Precinct shown
36 in Deed Book 11262, 11262, and 12920 page 00024, 00024,
37 and 00087 respectively; and including the Statement
38 of Intent for "Cornerstone" dated April 30, 2021. The
39 parcels are further identified as TMS #043-00-01-006,
40 043-00-01-020 and 043-00-11-021.

41 This will be a public hearing. Anyone wishing to
42 speak to this matter, please step forward and state
43 your name and district and address the chair, please.
44 Anyone at all? Public hearing. Seeing none, public
45 hearing will be closed. Do we have a motion to move
46 this forward?

47 BRETT SANDERS: So moved.

48 TOMMY DUNN: Motion Mr. Sanders. Do
49 we have a second?

50 JOHN WRIGHT: Second.

1 TOMMY DUNN: Second Mr. Wright. Now
2 discussion.
3 BRETT SANDERS: Mr. Chairman.
4 TOMMY DUNN: Mr. Sanders.
5 BRETT SANDERS: This project is in my
6 district. I see Mr. McCutchen made it. This is a
7 prime example of developers coming in and working with
8 the community. I know it was a lot of people against
9 it or not informed properly on the first initial phase,
10 but they got together and worked out all the details.
11 And it is basically going to be a conservation
12 subdivision. So I want to thank Mr. McCutchen for
13 working with the community and helping me with them as
14 well. And I think it's going to be a great project.
15 Thank you, sir.
16 TOMMY DUNN: Thank you. Anyone else?
17 I will say it's a big difference with no one being here
18 tonight. Because the last time -- not the last time
19 but the first time this got brought up, I think we
20 filled the Civic Center up. That's where we was
21 meeting at back then. Big crowd. Anyone else? All in
22 favor of the motion show of hands. All opposed like
23 sign. Show the motion carries unanimously.
24 We're going to be moving on now to item number
25 7(c), 2021-037, an Ordinance to amend Ordinance
26 #99-004, the Anderson County Zoning Ordinance, as
27 adopted July 20, 1999, by amending the Anderson County
28 Official Zoning Map to rezone +/- 2.193 acres from C-1N
29 (Neighborhood Commercial) to R-20 (Single-Family
30 Residential) on a parcel of land identified as Tract
31 1-B Bowen Rd in the Hopewell Precinct shown in Deed
32 Book S2763 page 00006. The parcel is further
33 identified as part of TMS #145-07-01-010.
34 This will be a public hearing. Anyone wishing to
35 speak to this matter, please step forward and state
36 your name and district for the record and address the
37 chair, please. Anyone at all? Seeing and hearing
38 none, the public hearing will be closed. All in favor
39 of -- may I have a motion on the floor?
40 CINDY WILSON: So moved.
41 TOMMY DUNN: Motion Ms. Wilson. Do
42 we ahve a second?
43 BRETT SANDERS: Second.
44 TOMMY DUNN: Second Mr. Sanders. Now
45 discussion.
46 CINDY WILSON: Just very quickly. It's
47 zoned C-1N right now, but it's adjoining a residential
48 neighborhood and apparently it's been sold for a
49 residential lot. Thank you.
50 TOMMY DUNN: Good. Anyone else? All

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

3 We're going to move on now to item number 8(a),
4 this is ordinance first reading. This will be 8(a),
5 2021-051, an ordinance to amend the agreement for
6 development of a joint county industrial and business
7 park by and between Greenville county and Anderson
8 County, South Carolina, so as to include additional
9 property in Greenville County as part of the joint
10 county industrial and business park, and other matters
11 relating thereto. Mr. Nelson.

12 BURRISS NELSON: Thank you, Mr. Chairman,
13 members of council. This is another set of properties,
14 and I think you'll in the documents see multiple TMS
15 numbers, that Greenville is requesting we put in our
16 multi-county park agreement. This will allow those
17 sites to access certain benefits that are available
18 through South Carolina Economic Development incentive
19 programs. As you know, the joint Anderson/Greenville
20 Counties multi-county industrial park allows Anderson
21 County projects to reap those same benefits. And of
22 course, Greenville County Council sends its thanks for
23 your consideration for this project. And this comes to
24 council as a recommendation from staff, as well as from
25 the Economic Development Advisory Board.

26 TOMMY DUNN: Do we have a motion to
27 move this forward? Motion Ms. Wilson. Do we have a
28 second?

29 BRETT SANDERS: Second.

30 TOMMY DUNN: Second Mr. Sanders. Any
31 discussion? Any questions or comments for Mr. Nelson?
32 Seeing and hearing none, all in favor of the motion
33 show of hands. Opposed like sign. Show the motion
34 carries unanimously.

35 Moving on now to item number 8(b), 2021-052, an
36 Ordinance authorizing a fee-in-lieu-of-tax arrangement
37 on behalf of Project Woodmont (The "Company") pursuant
38 to a fee-in-lieu-of-tax agreement between Anderson
39 County, South Carolina (The "County") and the company;
40 authorizing a 5-year extension of the investment period
41 for all investments or the minimum investment
42 requirement; authorizing the granting of certain
43 infrastructure credits to the company; and other
44 matters relating thereto the foregoing. And this is in
45 title only. Mr. Nelson.

46 BURRISS NELSON: Mr. Chairman, the
47 company, because of their fiscal year, would like to
48 get all the project considered before the end of
49 September. And they send their thanks for you
50 considering as title only.

1 But this is one of our existing companies that paid
2 us last year eighty-seven thousand dollars in property
3 tax. This is an expansion of that company, about fifty
4 million dollars in building and equipment. Hundred and
5 thirty-five jobs created at nineteen oh four an hour
6 for new additional payroll of five million dollars,
7 annual payroll. This project has a first year -- well,
8 first year one through five years community impact of
9 forty-three million. And over the thirty year life of
10 the fee agreement, a community impact of two hundred
11 eighty-nine million. Of course, this comes to council
12 as a recommendation from staff and the Economic
13 Development Advisory board.

14 TOMMY DUNN: Thank you, Mr. Nelson.
15 Do we have a motion?

16 BRETT SANDERS: So moved.

17 TOMMY DUNN: Motion Ms. Wilson;
18 second Mr. Sanders. Now discussion. Seeing and
19 hearing none, all in favor of the motion show of hands.
20 Opposed like sign. Show the motion carries
21 unanimously.

22 Mr. Nelson, appreciate you and your team and all
23 the fine work y'all have done.

24 BURRISS NELSON: Yes, sir. Thank you for
25 your support.

26 TOMMY DUNN: Yes, sir. Thank y'all.

27 We've going to move on to item number 9(a),
28 Resolutions, R2021-040, a resolution to name Janie L.
29 Turmon as Assistant Clerk to County Council to serve
30 during the absence of the Clerk to Council; and other
31 matters related thereto. Do we have a motion to move
32 this forward?

33 BRETT SANDERS: So moved.

34 TOMMY DUNN: Motion Mr. Sanders;
35 second Mr. Graham. Now any discussion?

36 CINDY WILSON: May I?

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

38 CINDY WILSON: We're so delighted to
39 have Ms. Turmon help us. She's been a wonderful help.
40 We've been very blessed with great people coming to our
41 aid. And we certainly wish our dear Lacey Croegaert
42 well. I think she has a medical procedure tomorrow.
43 So let's all keep her in our prayers. Thank you.

44 TOMMY DUNN: Anyone else? I just
45 want to echo Ms. Wilson's things. I want to keep Ms.
46 Lacey and her family in our thoughts and prayers. And
47 hope she has a speedy recovery. I don't know though if
48 she -- I don't know how we've lost so many assistants.
49 Now, you're going to stick with us; ain't you? We done
50 went through about three or four. And poor Kris hasn't

1 had a chance to try this thing out yet, so I don't
2 know. Hopefully we'll get this thing moving on. And
3 you'll stick with us. And I know she done a great job
4 assisting me. Appreciate that. And also in assisting
5 me, assisting the citizens of Anderson County. Does a
6 great job. A lot of times she's faced with the county,
7 the first people in contact with.

8 All in favor of the motion show of hands. Opposed
9 like sign. Show the motion carries unanimously.

10 Moving on to item number 10(a), road acceptance,
11 Estateside Drive. Do we have a motion?

12 BRETT SANDERS: So moved.

13 TOMMY DUNN: Motion Mr. Sanders.

14 Have a second?

15 CINDY WILSON: Second.

16 TOMMY DUNN: Second Ms. Wilson. Now
17 discussion. I'm assuming for the record, I'm going to
18 state this, it meets all our requirements and all?

19 RUSTY BURNS: Yes, sir.

20 TOMMY DUNN: Okay. Anymore

21 discussion? All in favor of the motion show of hands.

22 All opposed like sign. Show the motion carries
23 unanimously.

24 Moving on to item number 11(a), bid approval for
25 Wellington Park. Who wants to handle this?

26 RUSTY BURNS: Mr. Chairman, that is the
27 bid that we received for the development of Wellington
28 Park to add basketball courts, soccer and other
29 amenities at that place. The total cost is a hundred
30 and sixty-three thousand dollars. It'll come from the
31 capital improvement budget. You have a description of
32 all the activities that will take place there in front
33 of you.

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

36 JIMMY DAVIS: So moved.

37 TOMMY DUNN: Motion Mr. Davis; that's

38 Jimmy Davis. And second by Ms. Wilson. Now any
39 discussion? I'd just like to say appreciate all the
40 staff's work in getting this done for the folks down
41 there because I think this will -- this park really
42 serves -- it serves all of Anderson County, but it
43 touches three districts. I think District 3 is touched
44 a little bit; District 2 has got some of it; and
45 District 5 has got some of it. So we really do
46 appreciate that. It's well done for the folks down
47 there. Over the years that park has been used quite a
48 bit and we've put a lot of upgrade in that park down
49 there, attending to that for the folks.

50 All in favor of the motion show of hands. All

1 opposed like sign. Show the motion carries
2 unanimously.

3 We're going to move on to item number 12. Do we
4 have a motion to go into executive session for legal
5 advice regarding EMS contracts with MedShore Ambulance
6 Service, LLC and AnMed Health. Council action
7 following executive session. Do we have a motion?
8 Motion Ms. Wilson. Do we have a second? Second Mr.
9 Graham. All in favor of the motion show of hands.
10 Opposed like sign. Show the motion carries
11 unanimously. We'll go back here.

12 EXECUTIVE SESSION

13 CINDY WILSON: ... make the motion that
14 we come out of executive session, having received legal
15 advice regarding EMS contracts with MedShore Ambulance
16 Services, LLC and AnMed Health Council Action following
17 executive session. So we will hear some motions.
18 Thank you.

19 TOMMY DUNN: Have a motion by Ms.
20 Wilson to come out of executive session on those
21 matter, took legal advice and we took no action while
22 we was in executive session. Do we have a second?

23 JIMMY DAVIS: Second.

24 TOMMY DUNN: Second Mr. Davis. All in
25 favor to come out of executive session, show of hands.
26 Opposed like sign. Show the motion carries
27 unanimously.

28 Do we have a motion?

29 GLENN DAVIS: Mr. Chairman, I have a
30 motion to approve the contract between Anderson County
31 and AnMed Health regarding the quick response vehicle
32 program as presented and discussed in executive
33 session.

34 CINDY WILSON: Second.

35 TOMMY DUNN: We have a motion by Mr.
36 Glenn Davis. Second Ms. Wilson. Now discussion. All
37 in favor of the motion show of hands. All opposed like
38 sign. Show the motion carries unanimously.

39 Now have a motion from Mr. Sanders.

40 BRETT SANDERS: Yes, sir. I make a
41 motion to approve the contract between Anderson County
42 and MedShore Ambulance Service, LLC regarding the
43 county's emergency medical service program based upon
44 MedShore's RFP response as presented and discussed in
45 executive session.

46 TOMMY DUNN: We have a motion by Mr.
47 Sanders. Do we have a second?

48 JOHN WRIGHT: Second.

49 TOMMY DUNN: Second Mr. Wright. Now
50 discussion. Seeing none, all in favor of the motion

1 show of hands. All opposed. Who's opposed? In favor
2 will be Mr. Sanders, Mr. Davis, Mr. Dunn and Mr.
3 Wright. Opposed Mr. Graham, Ms. Wilson and Mr. Davis.
4 Motion carries.
5 Moving on. Item number 13. Does anybody have any
6 appointments I'm not aware of?
7 Number 14, requests by council members. Mr. Davis.
8 JIMMY DAVIS: Thank you, Mr. Chair. I
9 just have one out of District 6's special rec fund
10 account, I'd like to appropriate six thousand dollars
11 to CESA soccer. They're at Hurricane Springs Park.
12 And make that in the form of a motion.
13 CINDY WILSON: Second.
14 TOMMY DUNN: Have a motion by Mr.
15 Jimmy Davis and second by Ms. Wilson. Any discussion?
16 All in favor of the motion show of hands. Opposed like
17 sign. Show the motion carries unanimously. Anything
18 else, Mr. Davis?
19 JIMMY DAVIS: No, sir.
20 TOMMY DUNN: Mr. Sanders?
21 BRETT SANDERS: No, sir. Nothing at this
22 time.
23 TOMMY DUNN: Mr. Glenn Davis?
24 GLENN DAVIS: Yes, sir, Mr. Chairman.
25 Thank you. I'd like to appropriate fifteen hundred
26 dollars to the Friends of Broadway Lake for their
27 annual family day that they had this past Saturday.
28 They already have received the funds.
29 TOMMY DUNN: Have a motion by Mr.
30 Glenn Davis of fifteen hundred dollars and second Mr.
31 Sanders. Any discussion? All in favor of the motion
32 show of hands. Opposed like sign. Show the motion
33 carries unanimously. Anything else, Mr. Davis?
34 GLENN DAVIS: No, sir.
35 TOMMY DUNN: Mr. Graham?
36 RAY GRAHAM: Nothing at this time, Mr.
37 Chairman.
38 TOMMY DUNN: Mr. Wright?
39 JOHN WRIGHT: No, sir.
40 TOMMY DUNN: Ms. Wilson?
41 CINDY WILSON: Oh, yes. I'm going to
42 get rid of most of our district's funding. Thank you.
43 May we appropriate from the District 7 recreation
44 account five thousand each for the town of Pelzer, West
45 Pelzer, Williamston, Honea Path, the Caroline Community
46 Center and Cheddar Youth Center. And twenty-five
47 hundred dollars to the Honea Path Free Clinic. And
48 that I place in the form of a motion.
49 TOMMY DUNN: We have a motion by Ms.
50 Wilson. Do we have a second?

1 GLENN DAVIS: Second.
2 TOMMY DUNN: Second Mr. Davis. Any
3 discussion? I don't guess I have to worry about you
4 too much more this year, Ms. Wilson.
5 CINDY WILSON: I've got four towns in
6 our district.
7 TOMMY DUNN: That you do. You do a
8 good job. All in favor of Ms. Wilson's motion show of
9 hands. All opposed like sign. Show the motion carries
10 unanimously. Anyone else?
11 Moving on to item number 15, administrator's
12 report.
13 RUSTY BURNS: Nothing at this time, Mr.
14 Chairman.
15 TOMMY DUNN: Moving on to item number
16 16, citizens comments. When Mr. Harmon calls your
17 name, please address the chair. You have three
18 minutes. And state your name and district for the
19 record. Mr. Harmon.
20 LEON HARMON: No one is signed up, Mr.
21 Chairman.
22 TOMMY DUNN: We're going to move on to
23 remarks from council members. Ms. Wilson.
24 CINDY WILSON: Thank you, Mr. Chairman.
25 Just wanted to make sure that everybody knew there's
26 going to be a fabulous announcement in Pelzer -- you're
27 all invited -- at eleven a.m. at the auditorium on the
28 23rd. And then on the 24th at twelve, we'll have the
29 conservation development design workshop. And I guess
30 we'll be in the conference room unless we hear a big
31 crowd and then we may have to move it to the Civic
32 Center. But it's been a long process that has taken
33 place and it's been due to the efforts of a lot of
34 people; staff, council members, members of the public,
35 different trade groups. We're very blessed. Thank
36 you.
37 TOMMY DUNN: Thank you. Mr. Wright.
38 JOHN WRIGHT: Nothing at this time, Mr.
39 Chairman.
40 TOMMY DUNN: Thank you. Mr. Graham.
41 RAY GRAHAM: Thank you, Mr. Chairman.
42 Guys, bear with me. I'm going to give a little update
43 from Public Safety Committee as far as where we stand
44 on everything. We had a brief meeting Monday. Due to
45 a glitch in the system, the notice did not get sent
46 out, so we could not decide anything. But we were able
47 to share some information as far as where everything
48 was standing.
49 First and foremost, just want to thank council. I
50 know over the past several months we have all taken a

1 lot of heat, a lot of concerns from our citizens. You
2 know, tonight we had the final vote and it's time to
3 move forward. And I hope everyone will come together
4 in unity that we will basically hold the providers
5 accountable, but also move our EMS system forward and
6 continue making Anderson County better than it was
7 yesterday.

8 With that being said, report from Steve Kelly. As
9 of Monday basically we were ninety-five percent staffed
10 with our paramedics. By Friday of this week we should
11 be completely staffed with that. So basically all of
12 our staffing that we needed to meet our requirements on
13 where we needed to be with QRVs should be met
14 completely by Friday.

15 Vehicles, all the vehicles are pretty much being
16 put in service. Joe Stone and his staff, along with
17 the radio communications of Anderson County staff,
18 guys, if you see these folks out and about, pat them on
19 the back. Let them know how much we appreciate them.
20 They have really stepped up to get these vehicles ready
21 in a short notice. We do have to continue to move
22 forward as far as getting the vehicles wrapped. I did
23 put those pictures of the actual wrap design on
24 everyone's table tonight. But they're really going to
25 look sharp. There was a couple of changes we're going
26 to do on one of the vehicles that's actually a pickup
27 truck as far as the lighting. Just did not feel like
28 it had enough lighting on it. I spoke to Stone today
29 and he is moving forward in taking care of that. But
30 these guys have worked really hard as far as getting
31 these vehicles ready.

32 Just to give you a brief rundown of the stations
33 that looks they're pretty much just kind of moving
34 forward with going to be housing the QRVs. One in
35 Slabtown, Pendleton EMS building, Homeland Park Fire
36 Department, Starr Fire Department, Townville Station,
37 West Pelzer Fire Department, Powdersville Fire
38 Department, Wren Fire Department, Center Rock Fire
39 Department, Ebenezer Fire Department, Williford,
40 Whitefield. And there's another one that they had
41 mentioned. I can't remember -- Cheddar. Yes. Thank
42 you. Also, there was a letter sent to Chief Sutherland
43 of Anderson County Fire Control at his request as far
44 as, you know, basically letting them know what our
45 needs were and what we were trying to do, mainly just
46 keeping them in the partnership on this. Seems to be
47 working well as far as everybody coming together
48 working on that program.

49 Some of the major equipment purchases, five cardiac
50 monitors ordered. They're already in transition.

1 Obtaining one cardiac monitor from Pendleton EMS.
2 Laptops have been ordered and will be set up by the IT
3 AVLS. They will be installed in every vehicle, which
4 is basically where it's going to identify where that
5 truck is. You know, it's one zone, guys. It's
6 Anderson County. If that truck is the closest truck,
7 that's the one that's going to get tagged with that
8 call. That's how we're going to provide the better
9 service, quicker service, quicker response for our
10 citizens. I think that's very important.

11 Uniforms. They're in the process of getting them
12 in. I'm not sure the uniforms is going to arrive
13 before September the 1st. We've got a backup plan on
14 that just to keep the uniform look. I think it's very
15 key. We want Anderson County QRVs, when they pull up
16 we want to know -- we want our citizens to know that's
17 who they are and they're with Anderson County and
18 they're there to represent them and they're there to
19 serve them. So we're really working hard on that, as
20 well.

21 MedShore, they're in the process of continuing
22 hiring EMTs and getting their trucks staffed, getting
23 trucks in. They do have some concern on meeting the
24 staffing initially. What they have already implemented
25 with their corporate company is they basically -- it's
26 kind of like a hurricane activation where they just
27 saturate an area to provide coverage. They're
28 basically going to be doing that for Anderson County to
29 mainly help some of these EMTs get acclimated to the
30 new system. And in a sense over-staff to try to ensure
31 that we've got all of our bases covered. So they're
32 working hard on trying to do that.

33 Again, I know there's a lot of different concerns
34 on this contractual agreement. But as public safety --
35 I'm going to speak on behalf of Public Safety. I hope
36 my fellow members agree with this. But today we're
37 moving forward. We've got to provide these services
38 and we've got to get them up and running and ensure
39 that it's a success. So we are moving forward. We are
40 going to be meeting at least every two weeks, Public
41 Safety, for a while. I've spoken to Chairman Dunn as
42 far as getting a system set up where we can actually do
43 Zoom meetings mainly because all three of us has
44 businesses and there's just times that we cannot make
45 those meetings. But yet we still can hold a meeting
46 and still hold votes. So we're going to try to get
47 that in the agenda as far as when the upcoming meetings
48 -- because we all feel as far as Public Safety,
49 everybody is committed that we're going to meet and
50 make this transparent. If there's an issue we want

1 people to know about it. But we also want to correct
2 it immediately. We can't wait for meetings to go by to
3 actually do this. So we want to keep everybody
4 informed on a regular basis on that.

5 I apologize for taking so long, Chairman, but just
6 wanted to share that information. Again, I want to
7 commend Public Safety Committee for all their hard work
8 on this. I know the entire council has taken a lot of
9 heat on this subject. But today we've got to move
10 forward and we've got to make the best of it and make
11 the system work. Thank you so much, Mr. Chairman.
12 Appreciate your time.

13 TOMMY DUNN: Thank you. Mr. Glenn
14 Davis.

15 GLENN DAVIS: Yes, sir, Mr. Chairman.
16 My wife lost her oldest sister about three days ago.
17 I'd like everyone to keep her and her family in prayer,
18 please.

19 TOMMY DUNN: We will. Sorry to hear
20 that.

21 GLENN DAVIS: That's all I have.

22 TOMMY DUNN: Mr. Sanders.

23 BRETT SANDERS: Nothing at this time,
24 sir.

25 TOMMY DUNN: Mr. Davis.

26 JIMMY DAVIS: Thank you, Mr. Chair.

27 Just want to bring to my fellow council people, any
28 women here, that we have an Anderson County resident
29 named Diane Hardy. And Ms. Hardy formed a group called
30 Mom and Pop Alliance. And it's basically a network of
31 small business people across South Carolina, and maybe
32 beyond, but her main goal is to make sure that small
33 businesses are made aware of legislation, whether on
34 the local, state or national level, gets to these small
35 businesses. And I've said it many times. Small
36 business is the backbone of our economy. But I'm proud
37 of Diane and the work she's done to put Mom and Pop
38 Alliance in place. She's going to be holding an event
39 pretty soon in Williamston. I think they're going to
40 have a barbecue down there and a guest speaker. But if
41 you're curious google Mom and Pop Alliance, it'll pop
42 up. She's doing great work. And I'm proud of an
43 Anderson County resident for stepping forward and
44 serving. Thank you, Mr. Chair.

45 TOMMY DUNN: Thank you.

46 As Mr. Graham alluded to a few minutes ago, our
47 next council meeting, we will have on the agenda -- I
48 talked to Mr. Harmon -- I brought this up here a while
49 back and it sort of slipped through the cracks on me,
50 but we'll be having a resolution hopefully where we can

1 move on immediately and then change our ordinance,
2 which will take three readings, but we hope to get it
3 done, where we can meet virtually if we need to and not
4 have to be in person. I think we should have learned
5 that in the pandemic. And what we're going through now
6 and who comes up, we need to take care of that and have
7 that. Mr. Harmon said he can have that by next council
8 meeting.

9 I want to -- I'm looking forward to the next
10 council meetings, also, the conservation subdivisions
11 to be on it for third reading. I think we've got a
12 good product. Proud of the product. Proud of people
13 that worked on it and got it done. They know who they
14 are. It's time to move on with that thing. And I'll
15 talk more at the next council meeting about it.

16 Also, I want to thank all the folks involved in
17 this EMS thing, what all they done, Mr. Burns' staff
18 has stepped up to the plate. Mr. Graham alluded to it
19 as far as Mr. Stone from the shop. Everybody in the
20 county has stepped up and played a part in doing it. I
21 want to commend Mr. Burns for making sure this happens.
22 And they're going -- no illusions, there's going to be
23 some bumps in the road. There's bumps and kinks in
24 what we've got now, but it's going to get them smoothed
25 out. I really think this is going to be the best for
26 the citizens of Anderson County. We'll see -- I think,
27 like I said, the staff has worked real hard on this to
28 ensure this is pulled off. Appreciate the Public
29 Safety Committee's commitment and appreciate my fellow
30 council members for the votes and the courage it took
31 to make the votes you made to make this happen.

32 Big change for Anderson County. It's been talked
33 about for over twenty years, I know, if not longer, to
34 get something done on this.

35 I want to thank everybody. And please be safe.
36 We're in some trying times now. School's fixing to
37 start back, so we don't know what lays ahead of us. So
38 please be safe. God speed. Meeting adjourned.

39
40

(MEETING ADJOURNED AT 7:45 P.M.)



AGENDA

**Anderson County Council
Public Safety Committee Meeting**
Monday, August 30, 2021 at 8:30 a.m.
Historic Courthouse—Council Chambers
101 S. Main St., Anderson, S.C. 29624

Chairman Ray Graham, Presiding

1. CALL TO ORDER

Hon. Ray Graham

2. INVOCATION & PLEDGE OF ALLEGIANCE

Hon. John B. Wright, Jr.

3. EMS-RELATED BUSINESS

Mr. Rusty Burns

a. General Update

Mr. Steve Kelly

b. QRV Update

Mr. Steve Kelly

c. Executive Session to receive legal advice regarding EMS lawsuit

Hon. Ray Graham

4. CITIZEN COMMENTS

5. ADJOURNMENT

Hon. Ray Graham

Public Safety Committee Members

The Honorable Ray Graham, Chairman

The Honorable Jimmy Davis

The Honorable John B. Wright, Jr.

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



AGENDA

Planning and Public Works Committee Meeting

Tuesday, August 24, 2021 at 12:00 Noon

Anderson County Historic Courthouse- County Council Chambers- 2nd Floor- 101 S. Main
Street Anderson, South Carolina 29622

M. Cindy Wilson, Presiding

Consisting of three members of Council, functions as a review, oversight and advisory body of subdivision regulations, building and other regulatory codes, the zoning ordinance, transportation, rights of way, building and grounds, licenses and business regulations, community development, and housing authority programs, public works department, and other matters thereto.

1. Call to Order: M. Cindy Wilson, Chair
2. Invocation and Pledge:
3. Conservation Design Development Tax Credit Robert McLean Assessor:
4. Questions:
5. Adjournment:

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

ORDINANCE NO.: 2020-035

AN ORDINANCE TO AMEND SECTION 38-302, 38-312, 38-331, 38-351, 38-353, 38-356, 38-358, and 38-371 of ARTICLE 111 (SUBDIVISIONS), CHAPTER 38 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA SO AS TO PROVIDE FOR CONSERVATION DEVELOPMENT STANDARDS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina, a body politic and corporate and a political subdivision of the state of South Carolina, acting by and through the Anderson County Council, previously adopted Chapter 38 of the Code of Ordinance and, from time to time, has amended certain provision of Chapter 38 of the Code of Ordinances);

WHEREAS, the Anderson County Council desires to further amend Chapter 38 of the Code of Ordinances to adopt standards for development of conservation subdivisions;

WHEREAS, conservation subdivisions allow for the preservation of open space in exchange for more compact development within prescribed standards; and

WHEREAS, conservation subdivisions provide an alternative for development of parcels property within Anderson County.

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

1. Chapter 38 of the Code of Ordinances, Anderson County, South Carolina is hereby amended to read as follows:
 - a. Section 38-302 is hereby amended to add definitions for Natural Areas”, “Scenic View”, Trails”, and Historic Site or Structure” as provided in Exhibit A attached hereto.
 - b. Section 38-312 is hereby amended to add item (17) and (18) to items of information required for a preliminary plat as provided in Exhibit A attached hereto.
 - c. Section 38-331 is hereby amended as provided in Exhibit A attached hereto.
 - d. Section 38-351 is hereby amended as provided in Exhibit A attached hereto.
 - e. Section 38-353 is hereby amended as provided in Exhibit A attached hereto.
 - f. Section 38-356 is hereby amended as provided in Exhibit A attached hereto.

- g. Section 38-358 is hereby amended as provided in Exhibit A attached hereto.
- h. Section 38-371 is hereby amended as provided in Exhibit A attached hereto.
- 3. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.
- 4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
- 5. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
- 6. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

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

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Janie L. Turmon
Assistant Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: November 12, 2020

2nd Reading: August 3, 2021

3rd Reading: September 7, 2021

Public Hearing: September 7, 2021

EXHIBIT A

CHAPTER 38, ARTICLE III – SUBDIVISIONS

ITEMS IN (1) **GREEN** ARE NEW VERBIAGE FOR CONSERVATION SUBDIVISIONS

(2) **BLUE** ARE ADDITIONAL CHANGES NEEDED

(3) **RED** ARE CHANGES MADE BY ORDINANCE 21-009

(4) **BLACK** ARE EXISTING CODE LANGUAGE

ARTICLE III. - SUBDIVISIONS

ITEMS IN GREEN ARE NEW VERBIAGE FOR CONSIDERATION FOR CONSERVATION SUBDIVISIONS, BLUE IS OTHER CHANGES NEEDED, BLACK IS EXISTING LAW

Sec. 38-302. - Definitions.

The following definitions shall apply to the subdivision regulations:

Natural Areas: areas of undisturbed vegetation or areas replanted with vegetation after construction.

Open space: Undeveloped land suitable for low impact resource-based outdoor recreation and/or conservation purposes. This definition can include land with environmental value such as preserve/preservation lands, and can also include land required or desired to provide for aesthetic and scenic value. Open space may include utility rights of way if utility construction is below ground, but may not include utilities constructed above ground nor stormwater management areas unless these areas are open to recreational uses by the occupants of the development and/or enhance the aesthetic value of bordering uses.

Scenic View: an outstanding or unique view of distant landscapes of scenic grandeur, outstanding views of large bodies of water, or panoramic view of the skyline.

Trails: a travel route established either through construction or use that is passable by foot traffic or bicycles.

Historic Site or Structure – Historic site or Historic Structure is an official location designated by a federal or state government as a historic site where pieces of archeological, architectural, political, military, cultural, or social history have been preserved due to their cultural heritage value. For the purposes of this ordinance, a site is considered a Historic Site if it is properly listed on the National Register of Historic Places by the U.S. Department of Interior.

Sec. 38-312. - Preliminary plat.

The preliminary plat shall contain the following information:

(17) For Conservation Subdivisions: Density Table showing the total land area (acres), number of lots total, number of lots per acre, open space (acres and percent of total).

(18) For Conservation Subdivisions: Clear delineation of open space on plat.

DIVISION 4. - ADMINISTRATIVE PROCEDURE; FINAL PLAT

Sec. 38-331. - Final approval required.

- (a) The final subdivision plat shall be prepared and submitted to the planning commission by the subdivider within 12 months after the approval of the preliminary plat. If the final plat is not submitted to the planning commission within that time frame, preliminary approval shall be null and void unless an extension of time is applied for and granted by the planning commission. Final plat approval may be given for any phase of a subdivision where phased development is clearly indicated on the preliminary plat; provided, however, that once the first phase of any final plat is recorded and 80 percent of the lots in that phase are sold, the subdivider has two years to receive approval and record the final plat for the next phase, using the subdivision regulations as they were approved at the time the preliminary plat for the first phase was recorded. This same time frame shall hold consistent through the development process, but only for those phases which were shown on the preliminary plat.

(1) Conservation subdivisions may be done in phases, however all phases must be a part of a conservation design master plan that must be approved at the beginning of the development process.

- (b) Final plats shall be submitted for approval by the planning commission in the following manner:

- (1) **Seventeen Five** copies of the final plat shall be turned in to the planning department at least 14 working days, but not greater than 20 days, prior to any commission meeting at which the subdivider would like the plat to be **discussed considered**. ~~The subdivider shall also provide the county with a digital DXF file of the subdivision on approved media. If the subdivider is unable to provide the digital file, an administrative fee of \$5.00 per lot shall be charged, not to exceed \$500.00.~~
- (2) Additional copies of the final plat shall be provided to the planning department upon request.
- (3) Any deed restrictions or restrictive covenants then applying to all or a part of the subdivision shall be submitted along with the final plat at the time of submission to the planning department.

(c) Final Plats for Conservations Subdivisions must also include:

(1) Open space table, using the same format as on the preliminary plan, and shall include the proportional acreage being recorded.

(2) Notations indicating the delineated open space, including metes and bounds, are to be shown on the Final Plat.

(3) Open Space Easements:

(a) Prior to the recording of a subdivision final plat, an easement shall be placed on all lands and private waters used to satisfy the open space requirements of the Conservation Subdivision.

(b) The easement shall be solely for the purpose of ensuring the land remains undeveloped and shall not, in any way, imply the right of public access or any other right or duty not expressly set forth by the terms of the easement.

(c) The easement shall run with the land, provide for protection in perpetuity, and be granted to an approved owner and recorded with the Anderson County Register of Deeds. The owner shall include a properly organized property-owners association or other third party approved according to the ordinances of Anderson County.

(d) The easement shall include a complete metes and bounds of the property being designated as open space.

(4) Notes to be included on the Final Plat:

(a) This development has been approved by the Planning Commission as a Conservation Subdivision and has provided certain acreage of open space.

(b) Open Space Easement. The removal of trees and natural vegetation is permitted in the development phases for the purpose of utility crossing easements, establishment of site-line requirements of the SC Department of Transportation or the Administrator, removal of invasive species according to a plan approved by the Administrator, or passive recreational uses and

drainage ways with the proper notations on the final plat. Neither the developer, property owners, or other subsequent contractors or builders shall be granted permission to remove or destroy any trees or natural vegetation from the open space areas except by the owner of the easement or the Administrator. If some part of the open space was designated to meet stormwater management requirements, permission must be obtained from the Anderson County Stormwater Division for any alteration of the designated open space. Normal maintenance and the removal of dead or fallen trees are permitted and recommended.

(5) Subdivision Covenants: the covenants for the subdivision shall include provisions for the protection of trees and other natural amenities within the property designated for open space. A copy of the covenants is to be provided prior to the recording of a final plat.

DIVISION 5. - DESIGN STANDARDS

Sec. 38-351. - Design standards.

The size, shape, and orientation of the lots shall be appropriate for the location of the proposed subdivision and for the type of development ~~contemplated~~ proposed.

Conservation subdivisions allow for the preservation of open space in exchange for more compact development. The purpose of the Conservation Subdivision is to preserve agricultural and forestry lands, natural and cultural features, provide open areas for rest and recreation, and encourage the development of more attractive neighborhoods with economical site design that conserve sensitive areas. Specific objectives are as follows:

- (1) To preserve open land, including those areas containing unique and sensitive features such as natural areas and wildlife habitats, streams, wetlands, and floodplains.
- (2) To preserve scenic views and elements of the county's rural character and to minimize perceived density by minimizing views of new development from existing roads.
- (3) To minimize site disturbance and erosion through retention of existing vegetation.
- (4) To provide for the active and passive recreational needs of the residents of the proposed subdivision.
- (5) To provide greater efficiency in the siting of services and infrastructure by reducing road length, utility runs, and the amount of paving for development
- (6) To encourage the maintenance and enhancement of habitat for various forms of wildlife and to create new woodlands through natural succession and reforestation where appropriate.
- (7) To preserve and maintain historic sites and structures that serve as significant visible reminders of the county's social, archeological, and architectural history.
- (8) To create compact neighborhoods accessible to open space amenities and with a strong identity.

Conservation subdivisions must be 5 acres or larger and land area for the proposed conservation subdivision must be preserved as open space according to the table below (351). Examples of areas to be considered for open space protection are scenic vistas, natural water courses, woodlands, waterfalls, coves, geologic features, wetlands, floodplains, lakes, creeks. Buffers, Septic drain fields as part of a community wastewater collection and treatment system, and other underground utilities, may be permitted within the required open space.

Conservation subdivisions must have a minimum of fifty (50) foot buffer provided for the perimeter of the development. Within the fifty (50) foot buffer, existing vegetation shall not be clear cut and existing significant trees shall be preserved unless a plan is submitted to and approved by the Administrator that addresses site-specific conditions like the presence of invasive species, to remove dead or dying plants and trees, to improve screening, or other factors that may make

removal of existing vegetation beneficial to the subdivision. The 50 foot buffer provided along the existing road frontage adjoining the subdivision shall be designated as open space or common area and can include; walkways, paths, trails and other elements associated with passive recreation or the provision for continuous pedestrian and bicycle connections between adjoining properties. However, if a buffer of at least 25 feet already exists between the proposed subdivision and an adjoining subdivision, a 25 foot buffer is required where the buffer on the adjoining property already exists.

For Conservation subdivisions the ownership of open space shall be held by a Homeowners Association, or cooperative associations or organizations, a non-profit or quasi-public organization committed to the protection and conservation of open space, subject to their acceptance, or may be deeded to Public Jurisdiction or Agency, subject to their acceptance.

Table 351. Required Open Space

Average Lot Size	Open Space Required
2 Acres or Greater	None
1 Acre to 1.99 Acres	At least 10%
0.5 Acre to .99 Acre	At least 15%
Under 0.5 Acre	At least 25%

The Open Space required in the above table shall be the percentage of land area of the total acreage to be subdivided, which shall be set aside as protected open space for natural habitat preservation, passive recreation, and/or conservation for agriculture.

Sec. 38-353. - Access.

- (a) All lots developed in the county from the date of the adoption of this article must be situated on or have direct access by right-of-way or easement to an approved county, state maintained road, or private road built to county standards. Direct access to any new lot must be in the form of an individual right of way or easement for each lot, not less than 20 feet in width, to a county road or private road built to county standards. Direct access to a state road must be in the form of an individual right of way or easement for each lot, not less than 20 feet in width. All accesses onto state roads shall be approved in writing by the SCDOT prior to plat approval by the subdivision administrator.
- (b) **Conservation subdivisions shall have a minimum of one primary access point from an internal subdivision road to all open spaces. Additional secondary access points are encouraged. The primary access points shall not be less than twenty (20) feet in width. Additional secondary access points shall not be less than six (6) feet in width. Primary and secondary access points to open space shall be shown as part of the open space and shall not be part of an individual lot nor shall it be an easement.**

Sec. 38-356. - Waterways.

In any subdivision, natural waterways and riparian buffers shall remain natural and shall be kept clear of obstruction. **For conservation subdivisions, State riparian laws shall apply however a minimum of fifty (50) foot riparian buffer measured from the top of bank shall be provided on all waters of the state.**

Sec. 38-358. - Intensity standards.

- (a) One subdivision entrance is required for every 100 lots of a proposed subdivision.
- (b) **For conservation subdivisions, at least 50% of the lots shall directly front open spaces or face open spaces from across a subdivision street unless a variance is granted by the Planning Commission.**

DIVISION 6. - DESIGN STANDARDS; LOT DIMENSIONS

Sec. 38-371. - Lot dimensions; setbacks. (Red is Ord. 21-009)

- (a) The following minimum dimensions apply for lots with access to public water and sewer:
 - (1) Minimum area of ~~10,000 8,000~~ sq. ft. for a single lot, when not in a zoned area of Anderson County. In zoned areas, the applicable minimum area requirements of the zoning ordinance shall apply. **Conservation subdivisions minimum lot area of 5,000 sq. ft. for a single lot, when not in a zoned area of Anderson County.**
 - (2) For twin home lots, the minimum combined total area of both lots must be at least ~~10,000 8,000~~ sq. ft. and each lot must have a minimum area of ~~5,000 3,850~~ sq. ft. when not in a zoned area of the county. In zoned areas, the applicable minimum area requirements of the zoning ordinance shall apply. **Conservation subdivisions minimum lot area of 5,000 sq. ft. for twin home lots, each twin home lot must have minimum area of 2,500 sq. ft. when not in a zoned area of Anderson County.**
 - (3) Minimum width of 60 feet between side lot lines measured at the front setback line. Minimum width for corner lots shall be measured from the side road setback line, rather than the side lot line to accommodate the need for additional width on corner lots. **Conservation subdivisions minimum lot width of 40 feet at the front setback line and minimum lot road frontage at the road right of way of 20 feet. For a twin-home lot, the minimum lot width is 20 feet for each dwelling unit of the twin home.**
 - (4) Minimum depth as required to meet minimum area requirements as specified in subsection (a)(1) and (3) of this section.
 - (5) Minimum rear setback of ~~15 ten~~ feet from rear property line for a single family residence or a twin home. **Conservation subdivisions minimum rear setback of 5 feet.**
 - (6) Minimum side setback of ~~15 eight~~ feet from the lot line shall be maintained on each side of a twin home and on both sides of a single family dwelling. Side setbacks on corner lots shall be equal to half the distance required for the front setback. **Conservation subdivisions minimum side setback of 5 feet and drainage easements of 5 feet at side property lines (drainage easements can be placed within the minimum side setback).**
 - (7) **For Conservation Subdivisions building setback shall be a minimum of 30 feet for all lots abutting the perimeter buffer.**

ORDINANCE NO. 2021-046

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND [PROJECT POLLY] 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 July 20, 2021 an inducement resolution (the “*Inducement Resolution*”) with respect to certain proposed investment by [PROJECT POLLY], a _____ limited liability company (the “*Company*”) (which was known to the County at the time as “*Project Polly*”), 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 \$17,907,000 in the County and the expected creation by the Company’s tenant of 76 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

ORDINANCE NO. 2021-048

AN ORDINANCE AUTHORIZING THE SALE OF ANDERSON COUNTY OWNED CAPACITY IN THE TOWN OF WILLIAMSTON WASTEWATER TREATMENT PLANT AND ANDERSON COUNTY SEWER INFRASTRUCTURE TO SERVE THE FOREST HILLS SUBDIVISION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the “County”) a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Anderson Country Council, has the authority under Title 4 of the Code of Laws of South Carolina, 1976, as amended, to among other things make and execute contracts and dispose of real and personal property;

WHEREAS, by Agreement dated January 2, 1987, the County acquired allocated capacity in the Town of Williamston Wastewater Treatment Plant (“Williamston WWTP”) of 300,000 gallons per day;

WHEREAS, the County desires to return its capacity allocation in the Williamston WWTP to the Town of Williamston upon the terms contained herein;

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

1. Anderson County hereby agrees to return its capacity of 300,000 gallons per day in the Williamston WWTP to the Town of Williamston in return for payment by the Town of \$300,000.00. The County Administrator and the County Attorney are hereby directed to prepare appropriate documentation for the transaction and to execute such documentation on behalf of the County.
2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

ORDAINED in meeting duly assembled this ____ day of September, 2021.

ATTEST:

Rusty Burns
Anderson County Administrator

Janie L. Turmon
Assistant Clerk to Council

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: July 20, 2021

2nd Reading: August 3, 2021

3rd Reading: September 7, 2021

Public Hearing: September 7, 2021

ORDINANCE NO. 2021-047

**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**

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 December 1, 2010, as amended, with Greenville County ("Agreement");

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

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 parcels in Greenville County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit A to the Agreement is and shall be amended and revised to include property located in Greenville County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, at and after adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include the property and Exhibit A as so revised, without further action by either county.

DONE in meeting duly assembled this __ day of _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator
Anderson County Council

Tommy Dunn, Chairman

Janie L. Turmon
Assistant, Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading:	July 20, 2021
Second Reading:	August 3, 2021
Third Reading:	September 7, 2021
Public Hearing:	September 7, 2021

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

PARCEL 1:

All that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, on the western side of Neely Ferry Road, containing 12.690 gross acres, more or less, identified as Tract Two, and shown on a survey entitled "As-Built Survey & Division For The Alexander Family Partnership" prepared by Carolina Survey & Mapping, dated March 30, 2004, revised June 11, 2010, and recorded in the Greenville County ROD Office in Plat Book 1105 at Page 10, reference to which is made for the complete metes and bounds description thereof.

TOGETHER WITH the rights and privileges as set forth in that certain Sanitary Sewer Easement granted by the South Carolina Department of Corrections to the Alexander Family Partnership dated July 22, 2009, and recorded November 2, 1999, in the Greenville County ROD Office in Deed Book 1876 at Page 626.

This being a portion of the property conveyed to the Grantor herein by deed of J. A. Patton and Mary W. Patton dated and recorded October 7, 1998, in the Greenville County ROD Office in Deed Book 1791 at Page 964.

TMS: P/O 0574.02-01-010.06

PARCEL 2:

ALL of that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, and according to a Plat prepared of said property by C. O. Riddle, R. L. S., November, 1972, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4Y, at Page 20, having the following courses and distances, to-wit:

BEGINNING at an iron pin in or near the center of Neely Ferry Road, front corner of lot property of the Grantors and Rice and running thence with said road, S. 6-07 W. 254 feet to an iron pin in said road; thence, N. 69-56 W. 710.2 feet to an iron pin; thence, N. 9-21 E. 301.6 feet to an iron pin; thence, S. 65-53 E. 706.8 feet to an iron pin in or near the center of Neely Ferry Road, the point of beginning.

This being apportion of the property conveyed to the Grantors herein by deed recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 368, at Page 488. (See also Deed Book 871, at Page 158)

TMS: P/O 0574.02-01-010.03

SOUTH CAROLINA

)

)

COUNTY OF ANDERSON

)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, 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.

Janie L. Turmon Assistant Clerk, Anderson County
Council

Dated: _____, 2021

ORDINANCE NO. 2021-049

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE CREDIT AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND ROBERT BOSCH LLC; AND OTHER MATTERS RELATING THERE TO

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 4, Chapter 1 and Title 4, Chapter 29 (jointly hereinafter the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to provide special source revenue credits, as defined in the Act, with respect to any such project; and

WHEREAS, Robert Bosch LLC, is a company duly incorporated under the laws of the State of Illinois (the "Company") and has previously entered into a fee in lieu of tax agreement with the County dated as of December 1, 2017 and amended on December 1, 2018 (jointly as amended the "Fee Agreement") wherein the County agreed in Section 4.19 of the Fee Agreement to provide the Company with an infrastructure grant (the "Grant") to reimburse the Company for the cost of certain infrastructure, which costs have been incurred; and

WHEREAS, the Company and the County have agreed to convert the Grant to a Special Source Credit (the "SSC") pursuant to Section 4-1-175 and which SSC will be in addition to the special source credit granted to the Company pursuant to Section 4.18 of the Fee Agreement; and

WHEREAS, the County and the Company desire to execute a Special Source Credit Agreement (the "SSC Agreement") to amend the Fee Agreement and to provide for the SSC in addition to the special source credit granted in section 4.19 of the Fee Agreement; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the SSC Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax in the Park (as defined in the Fee Agreement); and

WHEREAS, it appears that the instrument above referred to, which is now before this

meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the County is authorized by the provisions of the Act to provide the SSC , secured by and payable solely from revenues of the County from payments in lieu of taxes in the Park pursuant to Article VIII, Section 13 of the South Carolina Constitution and the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County.

NOW, THEREFORE, BE IT ORDAINED by Anderson County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to develop a manufacturing facility in the State, and acquire by acquisition or construction and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of the development a facility for the manufacture of automotive and other parts, the execution and delivery of the SSC Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. Pursuant to the authority of the Act, there is hereby authorized to be provided, and shall be provided, the SSC of the County to the Company in the amount equal to \$644,344 Dollars, payable in three equal annual increments, beginning with the fee in lieu of tax payment from the Fee Agreement due on January 15, 2022. The SSC 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.

Nothing in this ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of Fee Payments (as defined in the Fee Agreement) represented by the SSC provided by the County which shall be payable solely as a credit against Fee Payments due by the Company to the County for the Project (as defined in the Fee Agreement) in the Park.

Section 4. The form, terms and provisions of the SSC Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the SSC Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the SSC Agreement in the name and on behalf of the County, and thereupon to cause the SSC Agreement to be delivered to the Company. The SSC Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their

execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of SSC Agreement now before this meeting.

Section 5. The Chairman of County Council, the County Administrator and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the SSC Agreement and the performance of all obligations of the County under and pursuant to the SSC Agreement and this Ordinance.

Section 6. 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 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 7th day of September 2021

ANDERSON COUNTY, SOUTH CAROLINA

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

ATTEST:

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

By: _____
Janie L. Turmon, Assistant Clerk to Council
Anderson County, South Carolina

APPROVED AS TO FORM:

By: _____
Leon C. Harmon
County Attorney

First Reading: July 20, 2021
Second Reading: August 3, 2021
Public Hearing: September 7, 2021
Third Reading: September 7, 2021

SPECIAL SOURCE CREDIT AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

ROBERT BOSCH LLC
a Delaware limited liability company

Dated as of September 7, 2021

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SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of September 7, 2021 (the "Agreement"), between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and ROBERT BOSCH LLC, a company incorporated and existing under the laws of the State of Delaware (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175, 4-12-30(K)(3), and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide financing or reimbursement of expenses, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for, in this instance, improved and unimproved real estate used for the distribution and assembly of fasteners in order to enhance the economic development of the County; and

WHEREAS, in accordance with the provisions of a Fee in Lieu of Tax Agreement dated as of December 1, 2018 (the "Fee Agreement"), between the Company and the County, the Company and the County determined that in order to assist the Company with the cost of infrastructure of the expansion of facilities in Anderson County by not less than Forty-Five Million Dollars (\$45,000,000) the County would provide a Six Hundred Thousand Dollar (\$600,000) grant payable to the Company; and

WHEREAS, the Company and the County have agreed to replace the grant with a Special Source Tax Credit per year for three (3) years commencing with the fee in lieu of tax payment due pursuant to the Fee Agreement on January 15, 2022; and

WHEREAS, the County has previously caused the property subject to the Fee Agreement to be placed in a joint county industrial business park (the "Park") entered into between the County and Greenville County by entering into an Agreement for Development of the Joint County Industrial Park, as amended from time to time (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by an ordinance duly enacted by the County Council on August 3, 2021, following a public hearing held on September 7, 2021 in compliance with the terms of the Act (as defined herein).

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

ARTICLE I

DEFINITIONS

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

"Act" shall mean, collectively, Title 4, Chapter 29, Title 4, Chapter 12, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

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

"Anderson Fee Payments" shall mean payments in lieu of taxes made to the County with respect to the Project by the Company, as required by the Park Agreement, minus payments due to Greenville County.

"Authorized Company Representative" shall mean any person or persons at the time designated to act on behalf of the Company by a written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by its Corporate Officer.

"Authorized County Representative" shall mean the County Administrator or such other person or persons at the time designated to act on behalf of the County by a written certificate furnished to the Company containing the specimen signature of each such person and signed on behalf of the County by its County Administrator and the Clerk to County Council.

"Company" shall mean Robert Bosch LLC, its successors, affiliates and assigns.

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

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

"Event of Default" shall mean, with reference to this Agreement, any of the occurrences described in Section 6.01 hereof.

"Financing Statement" shall mean a financing statement or a continuation statement filed pursuant to the provisions of the Uniform Commercial Code of the State or such other jurisdiction the laws of which are applicable with respect to the security interests created under this Agreement.

"Infrastructure" shall mean such of the Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, including those set forth on Exhibit B attached hereto, whether owned by the Company or not.

"Investment Period" shall have the meaning set forth with respect to such term in the Fee Agreement.

"Investment Target" shall mean the investment by the Company pursuant to the Fee Agreement.

"Ordinance" shall mean the ordinance enacted by the County Council on August 3, 2021 authorizing the execution and delivery of this Agreement.

"Park" shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of the Joint County Industrial and Business Park between the County and Greenville County, South Carolina, initially dated as of December 1, 2010 and as amended or supplemented from time to time.

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

"Premises" shall mean the real property location described in Exhibit A attached hereto and as such may be supplemented from time to time by consent of the County and the Company.

"Special Source Credit" shall mean the credit against the Company's fee in lieu of tax payments, to reimburse the Company for the Cost of the Infrastructure, in the amounts set forth in Section 3.03 hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure, including the purchase of improved real property, for the purpose of promoting the economic development of the County.

(c) The County is not in default under any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not, to the County's knowledge, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, known to the County which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

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

(a) The Company is a Delaware limited liability company, validly existing, and in good standing, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

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

(d) The reimbursement of a portion of the cost of the Infrastructure by the County has been instrumental in inducing the Company to make additional capital investment in the County and in the State of South Carolina.

(e) The Company will invest not less than the Investment Target in the Project, prior to the end of the Investment Period.

SECTION 2.03. Covenants of County.

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

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

power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of the South Carolina.

ARTICLE III

SPECIAL SOURCE TAX CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company currently estimates that the total Cost of the Infrastructure is approximately \$2,000,000. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company whether or not the Special Source Credit is sufficient to reimburse all of the Cost of the Infrastructure, paid by, or caused to be paid by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Completion of Infrastructure. The Company shall notify the County of the date on which the initial Infrastructure is substantially completed and the total cost thereof and certify that all costs of acquisition and construction of the Infrastructure then or theretofore due and payable have been paid and the amounts which the Company shall retain for payment of Costs of the Infrastructure not yet due or for liabilities which the Company is contesting or which otherwise should be retained.

SECTION 3.03. Special Source Tax Credit.

(a) The County has (i) included the Project site in the Park with Greenville County, and is providing herein a Special Source Credit against Anderson Fee Payments from the Project in the Park in the amount of (\$644,334) Six hundred forty-four thousand, three hundred thirty four Dollars, payable in three equal annual increments beginning on January 15, 2022 so long as the Anderson Fee Payments are in excess of the Special Source Credit amount provided for herein. Provided, however, in the event the Anderson Fee Payments due from the Company in any applicable property tax year in which Special Source Revenue Credits are to be provided do not at least equal the amount of the Special Source Credit itself (the “*Threshold Fee Amount*”), then the otherwise applicable amount of Special Source Revenue Credit for such year shall be reduced on a *pro rata* basis such that the Company shall not receive a Special Source Credit in excess of the amount of Anderson Fee Payments otherwise due in the applicable property tax year. The Special Source Credit 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.

THIS AGREEMENT AND THE SPECIAL SOURCE CREDIT BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE ANDERSON FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, 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 CREDIT.

Notwithstanding any other provision of this Agreement, the Company shall never, annually or cumulatively, be entitled to credits under this Agreement in an amount greater than the cumulative amount of the Company's Cost of the Infrastructure to the point at which such credit is due or taken.

(b) Should the Investment Target not be met by the end of the 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 Credit previously received by the Company, plus interest at the rate payable for late payment of taxes.

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

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

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

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

(ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfers of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to Related Parties, as defined in the Internal Revenue Code. No such sale, lease, conveyance, or grant by the Company to Related Parties shall relieve the County from the County's obligations to provide the Special Source

Credit to the Company, or its assignee of such payments, under this Agreement, nor shall such sale, lease, conveyance or grant relieve the Company or its successor of its obligation to make payments in lieu of taxes for the Project pursuant to the Park Agreement.

SECTION 4.03. Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide the Special Source Credit hereunder to any other Person.

ARTICLE V

SECURITY INTEREST

SECTION 5.01. Creation of Security Interest. The County hereby grants to the Company a perfected first priority lien and security interest in and to the Anderson Fee Payments for performance by the County of its obligations under this Agreement, but only to the extent and amount of the Special Source Credit actually due from the County to the Company at any given time.

SECTION 5.02. Indebtedness Secured. The security interest herein granted shall secure all obligations of the County to the Company under this Agreement, and all court costs, attorneys' fees and expenses of whatever kind incident to the enforcement or collection of such obligations and the enforcement and protection of the security interest created by this Agreement.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of 30 days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default"). If the Company or its successor shall fail to make payments in lieu of taxes in accordance with the Park Agreement and applicable law, or shall fail to make the investments or create the jobs cited in Section 2.02(e), hereof, the Company shall be in default under this Agreement (an "Event of Default").

SECTION 6.02. Legal Proceedings by Company. Upon the happening and continuance of any Event of Default by the County, then and in every such case the Company in its discretion may:

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

- (b) bring suit at law to enforce the contractual agreement contained herein,
- (c) by action or suit in equity require the County to account as if it were the trustee of an express trust for the Company;
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 6.03. Remedies of the County. Upon the happening and continuance of an Event of Default by the Company, the County, in every such case, shall be entitled to terminate this Agreement and to take such action as is permitted by law for collection of past due taxes or payments in lieu of taxes.

SECTION 6.04. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.05. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article VI to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Special Source Credit shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.04. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Special Source Credit or the Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 7.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Anderson County, South Carolina
Post Office Box 8002
Anderson, South Carolina 29622
Attention: County Administrator

with a copy to: Anderson County, South Carolina
Post Office Box 8002
Anderson, South Carolina 29622
Attention: County Attorney

(b) if to the Company: Robert Bosch LLC
Post Office Box 2867
Anderson, South Carolina 29624

with a copy to: J. Wesley Crum, III P.A.
233 North Main Street, Suite 200F
Greenville, South Carolina 29601
Attention: J. Wesley Crum III

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County, the Company, or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 7.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 7.10. Indemnity. Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the “Indemnified Parties”) shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Special Source Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Robert Bosch LLC has caused this Agreement to be executed by its authorized officers, 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:

By: _____
Janie L. Turmon, Assistant Clerk to Council
Anderson County, South Carolina

ROBERT BOSCH LLC

By: _____
Maximiliane Straub
President for Finance and Administration

By: _____
Deanna McCann
Assistant Treasurer

EXHIBIT A
LAND DESCRIPTION

TRACT A - All that certain piece, parcel or tract of land, with the improvements located thereon, situate, lying and being in School District Number One (1), County of Anderson, State of South Carolina, as shown on that certain plat prepared by Russell & Axon, Engineers, said plat dated 16 April 1979 and being recorded in the Office of the Clerk of Court for Anderson County, South Carolina, in Plat Book 85 at Page 309, and according to said plat being 86.246 acres, more or less, and having the following metes and bounds, courses and distances, to-wit: Beginning at a point on the Northwestern corner of said tract adjacent to the right-of-way of U.S. Highway I-85 and land of R. E. and Virginia Phillips, and running S 62-13-53 E for a distance of Five Hundred Twenty-nine and thirty-two hundredths (529.32) feet to an iron pin; thence S 44-55-11 E for a distance of Eight Hundred Thirty-Four and seventy-nine hundredths (839.79) feet to an iron pin; thence along the right-of-way of S.C. Highway 81 S 30-27-51 W for a distance of One Thousand Five Hundred Five and thirty-six hundredths (1505.36) feet to an iron pin; thence S 28-45-15 W for a distance of Two Hundred Fifteen and fifty-four hundredths (215.54) feet to an iron pin; thence S 25-31-11 W for a distance of One Hundred Ninety-five and four tenths (195.40) feet to an iron pin; thence S 61-53-02 W for a distance of Seventy-Nine and forty-eight hundredths (79.48) feet to an iron pin; thence N 80-41-19 W for a distance of Fifty-Seven and thirty-four hundredths (57.34) feet to an iron pin; thence S 11-45-35 W for a distance of Thirty-two (32.0) feet to a nail and bottle cap located at the center line of Scott's Bridge Road; thence running along the center line of Scott's Bridge Road N 82-42-35 W for a distance of Five Hundred Twenty-Nine (529.0) feet to a nail and bottle cap; thence leaving the right-of-way of Scott's Bridge Road and running N 26-05-55 W for a distance of Five Hundred Ninety-Eight and ninety-five hundredths (598.95) feet to an iron pin which is located in the center of that certain unnamed branch; thence following the meanderings of the center line of the branch in a Northwesterly direction to an iron pin which point is adjacent to the right-of-way of U. S. Highway I-85 and land of C. M. Ellison; thence leaving the center line of the branch and following the right-of-way of U.S. Highway I-85 N 41-43-57 E for a distance of Nineteen (19) feet to an iron pin; thence N 41-43-57 E for a distance of Two Hundred Twenty and forth-five hundredths (220.45) feet to a concrete monument; thence running N 45-35-16 E for a distance of Four Hundred and eighty-two hundredths (400.82) feet to a concrete monument; thence running N 42-13-11 E for a distance of Three Hundred Thirty-Five and fourteen hundredths (335.14) feet to a concrete monument; thence running N 42-59-58 E for a distance of one Hundred Forty-Seven and twelve hundredths (147.12) feet to an iron pin; thence running N 44-48-26 E for a distance of One Hundred Thirty-Seven and fifty-seven hundredths (137.57) feet to an iron pin; thence N 46-54-12 E for a distance of One Hundred Twenty-Three and sixty-five hundredths (123.65) feet to an iron pin; thence N 48-13-07 E for a distance of One Hundred Forty-Seven and sixty-two hundredths (147.62) feet to an iron pin; thence N 50-11-16 E for a distance of One Hundred Twenty-Eight and two tenths (128.2) feet to an iron pin; thence N 51-47-07 E for a distance of One Hundred Twelve and sixty-six hundredths (112.66) feet to an iron pin; thence N 53-16-51 E for a distance of One Hundred Twenty-One and eighty-six hundredths (121.86) feet to an iron pin; thence N 55-56-51 E for a distance of Two Hundred Ninety-Two and eight hundredths (292.08) feet to a concrete monument; thence N 50-53-37 E for a distance of Seventy-Eight and seventy-seven hundredths (78.77) feet to the POINT OF BEGINNING. Said property being bounded on the North and

Northeast by lands of R. E. and Virginia Phillips, on the East and South and Southwest by Scott's Bridge Road, undesignated road as shown on the aforementioned plat, and property of C. M. Ellison with a stream intervening, and on the West and Northwest by the right-of-way of U. S. Highway I-85.

TRACT B PARCEL 1 - ALL of that certain lot or tract of land on the western side of S.C. Highway 81 in Hopewell Township, School District Number One, Anderson County, South Carolina containing 6.65 acres, more or less, and being shown as Tract Number 1 on a plat of survey for Robert Bosch Corporation made by Freeland & Associates, Inc., Registered L.S. from a survey made July 26, 2002, of record in the office of the Register of Deeds for Anderson County, South Carolina in Plat Slide 1324, at pages 7 & 8, the metes and bounds, courses and distances as upon said plat appear being incorporated herein by this reference.

TMS#: 169-00-17-005

PARCEL 2 - ALL of that certain tract of land on the southwestern side of the intersection of Scotts Bridge Road with S.C. Highway 81 in Hopewell Township, School District Number Four, Anderson County, South Carolina containing 5.38 acres, more or less, and being shown as Tract Number 4 on a plat of survey for Robert Bosch Corporation made by Freeland & Associates, Inc., Registered L.S. from a survey made July 26, 2002, of record in the office of the Register of Deeds for Anderson County, South Carolina in Plat Slide 1324, at pages 7 & 8, the metes and bounds, courses and distances as upon said plat appear being incorporated herein by this reference.

TMS#: 169-00-17-001

PARCEL 3- ALL of that certain tract of land on the southern side of Scotts Bridge Road in Hopewell Township; School District Number One, Anderson County, South Carolina containing 15.23 acres, more or less, and being shown as Tract Number 3 on a plat of survey for Robert Bosch Corporation made by Freeland & Associates, Inc., Registered L.S. from a survey made July 26, 2002, of record in the office of the Register of Deeds for Anderson County, South Carolina in Plat Slide 1324, at pages 7 & 8, the metes and bounds, courses and distances as upon said plat appear being incorporated herein by this reference.

TMS# 144-00-04-001

PARCEL 4- ALL of that certain tract of land on the southern side of Scotts Bridge Road in Hopewell Township, School District Number One, Anderson County, South Carolina containing 19.08 acres, more or less, and being shown as Tract Number 2 on a plat of survey for Robert Bosch Corporation made by Freeland & Associates, Inc., Registered L.S. from a survey made July 26, 2002, of record in the office of the Register of Deeds for Anderson County, South Carolina in Plat Slide 1324, at pages 7 & 8, the metes and bounds, courses and distances as upon said plat appear being incorporated herein by this reference. TMS# 169-00-17-002

PARCEL 5- All that certain piece, parcel or tract of land situate, lying and being in Hopewell Township, County of Anderson, State of South Carolina, in School District Number One, said parcel of land lying on the Northern side of Scott's Bridge Road and containing 11 acres, more or less, and being designated as Tract 1-A as shown on that certain survey for Robert Bosch

Corporation by the Piedmont Group Surveyors, Thurl M. Amick, Registered L. S., dated October 27, 1989, and as revised as shown on said plat, and being duly recorded in the office of the Clerk of Court for Anderson County, South Carolina, in Plat Book 100 at pages 8 and 9.

PARCEL 6- All that certain piece, parcel or tract of land situate, lying and being in Hopewell Township, County of Anderson, State of South Carolina, in School District Number One, said parcel of land lying on the Northern side of Scott's Bridge Road and containing 10.69 acres, more or less, and being designated as Tract 1-B as shown on that certain survey for Robert Bosch Corporation, by the Piedmont Group Surveyors, Thurl M. Amick, Registered L. S., dated October 27, 1989, and as revised as shown on said plat, and being duly recorded in the office of the Clerk of Court for Anderson County, South Carolina, in Plat Book 100 at pages 8 and 9.

PARCEL 7- All that certain piece, parcel or tract of land situate, lying and being in Hopewell Township, County of Anderson, State of South Carolina, said tract of land containing 7.78 Acres, more or less, and being designated as Tract 2 on that certain plat of Robert Bosch Corporation, by the Piedmont Group Surveyors, Thurl M. Amick, Registered L. S., dated October 27, 1989, and as revised as shown on said plat, and being duly recorded in the office of the Clerk of Court for Anderson County, South Carolina, in Plat Book 100 at pages 8 and 9.

PARCEL 8- All that certain piece, parcel or tract of land situate, lying and being in Hopewell Township, County of Anderson, State of South Carolina, containing 0.046 Acres, more or less, and being designated as Tract 4 on that survey for Robert Bosch Corporation by the Piedmont Group Surveyors, Thurl M. Amick, Registered L. S., dated October 27, 1989, and as revised as shown on said plat, and being duly recorded in the office of the Clerk of Court for Anderson County, South Carolina, in Plat Book 100 at pages 8 and 9.

PARCEL 9- All that certain piece, parcel or tract of land situate, lying and being in Hopewell Township, county of Anderson, State of South Carolina, said tract of land lying on the Southern side of Scott's Bridge Road, and being designated as Tract 5, containing 2.73 acres, more or less, as shown on survey for Robert Bosch Corporation by the Piedmont Group Surveyors, Thurl M. Amick, Registered L. S., dated October 27, 1989, and as revised as shown on said plat, and being duly recorded in the office of the Clerk of Court for Anderson County, South Carolina, in Plat Book 100 at pages 8 and 9.

PARCEL 10- All that piece, parcel or tract of land situate, lying and being in Hopewell Township, County of Anderson, State of South Carolina, said tract of land lying on the Southern side of the centerline of Scott's Bridge Road, and being designated as Tract 6, containing 0.324 acres, more or less, as shown on survey for Robert Bosch Corporation by the Piedmont Group Surveyors, Thurl M. Amick, Registered L. S., dated October 27, 1989, and as revised as shown on said plat, and being duly recorded in the office of the Clerk of Court for Anderson County, South Carolina, in Plat Book 100 at pages 8 and 9.

EXHIBIT B
INFRASTRUCTURE

Such of the Project's real estate, buildings, site improvements internal roads, parking and all improvements thereon, as are permitted under the Act, whether owned by the Company or not.

Ordinance #2021-039

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 +/- 11.23 acres from I-2 (Industrial District) to S-1 (Services District) on a parcel of land on Welpine Rd, in the Denver-Sandy Springs Precinct shown in Deed Book 14951 page 58. The parcel is further identified as TMS #93-00-04-004.

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 I-2 to S-1 for +/- 11.23 acres of TMS #93-00-04-004 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on June 8, 2021, during which it reviewed the proposed rezoning from I-2 to S-1 for +/- 11.23 acres of TMS #93-00-04-004 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on August 17, 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 I-2 to S-1 +/- 11.23 acres of TMS #93-00-04-004 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 2021-039

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Janie L. Tuirmon
Interim Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1 st Reading:	August 3, 2021
2 nd Reading:	August 17, 2021
3 rd Reading:	September 7, 2021
Public Hearing:	August 17, 2021

Ordinance #2021-038

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 +/- 136.83 acres from R-20 (Single-Family Residential) to IZD (Innovative Zoning District) on three parcels of land in the Mt. Tabor Precinct shown in Deed Book 11262, 11262, and 12920 page 00024, 00024, and 00087 respectively; and including the Statement of Intent for "Cornerstone" dated April 30, 2021. The parcels are further identified as TMS #043-00-01-006, 043-00-01-020 and 043-00-11-021.

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 IZD for +/- 136.83 acres of TMS #043-00-01-006, 043-00-01-020 and 043-00-11-021 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on June 8, 2021, during which it reviewed the proposed rezoning from R-20 to IZD +/- 136.83 acres of TMS #043-00-01-006, 043-00-01-020 and 043-00-11-021 including the Statement of Intent dated April 30, 2021; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on August 17, 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 R-20 to IZD +/- 136.83 acres of TMS #043-00-01-006, 043-00-01-020 and 043-00-11-021 described above, including the Statement of Intent dated April 30, 2021.
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 2021-038

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: August 3, 2021
2nd Reading: August 17, 2021
3rd Reading: September 7, 2021
Public Hearing: August 17, 2021

Ordinance #2021-037

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 2.193 acres from C-1N (Neighborhood Commercial) to R-20 (Single-Family Residential) on a parcel of land, identified as Tract 1-B Bowen Rd in the Hopewell Precinct shown in Deed Book S2763 page 00006. The parcel is further identified as part of TMS #145-07-01-010.

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-1N to R-20 for +/- 2.193 acres of TMS #145-07-01-010 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on June 8, 2021, during which it reviewed the proposed rezoning from to C-1N to R-20 +/- 2.193 acres of TMS #145-07-01-010 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on August 17, 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 C-1N to R-20 +/- 2.193 acres of TMS #145-07-01-010 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 2021-037

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Janie L. Turmon
Assistant Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1 st Reading:	August 3, 2021
2 nd Reading:	August 17, 2021
3 rd Reading:	September 7, 2021
Public Hearing:	August 17, 2021

ORDINANCE NO. 2021-051

AN ORDINANCE TO AMEND THE AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GREENVILLE COUNTY AND ANDERSON COUNTY, SOUTH CAROLINA, SO AS TO INCLUDE ADDITIONAL PROPERTY IN GREENVILLE COUNTY AS PART OF THE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK, AND OTHER MATTERS RELATING THERETO.

WHEREAS, Greenville County, South Carolina ("***Greenville County***") and Anderson County, South Carolina ("***Anderson County***") and together with Greenville County, the "***Counties***") are authorized under Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "***Act***"), to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties;

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, the Counties agreed to so jointly develop an industrial and business park (the "***Park***") through the delivery by the parties of an Agreement for Development of a Joint County Industrial and Business Park dated as of December 31, 2015, as amended (collectively, the "***Park Agreement***");

WHEREAS, the Park Agreement, by its terms, contemplates the expansion of the Park by inclusion of additional parcels within the Park from time to time, pursuant to ordinances of the county councils of Greenville County and Anderson County; and

WHEREAS, the Counties now desire to amend the Park Agreement to expand the Park to include certain parcels in Greenville County as additional parcels in the Park;

NOW, THEREFORE, BE IT ORDAINED BY THE ANDERSON COUNTY COUNCIL:

SECTION 1: It is hereby determined that the Park Agreement is hereby amended for purposes of expanding the Park premises located in Greenville County to include the property described in Schedule I attached hereto (the "***Property***"). Accordingly, upon enactment of a corresponding ordinance of approval by Greenville County Council, Exhibit A to the Park Agreement shall hereby be deemed amended, without further action by the Counties, to include the Property.

SECTION 2: This Ordinance shall be effective immediately upon enactment.

ENACTED this _____ day of _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman, Anderson County Council

Attest:

Janie L. Turmon, Assistant Clerk to County Council

1st Reading:

2nd Reading:

3rd Reading:

Public Hearing:

SCHEDULE I

Addition to Exhibit A
to Agreement for Development of a Joint County Industrial and Business Park
dated as of December 31, 2015, as amended,
between Greenville County and Anderson County

Tax map number 0542 01010 2009
Tax map number 0542 01010 2011
Tax map number 0542 01010 2006
Tax map number 0542 01010 2007
Tax map number 0542 01010 2008
Tax map number 0542 01010 2010

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

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

WITNESS MY HAND this ____ day of _____, 2021.

Clerk to County Council of
Anderson County, South Carolina

**ANDERSON COUNTY
ORDINANCE NO. 2021-052**

AN ORDINANCE AUTHORIZING A FEE-IN-LIEU-OF-TAX ARRANGEMENT ON BEHALF OF PROJECT WOODMONT (THE “COMPANY”) PURSUANT TO A FEE-IN-LIEU-OF-TAX AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA (THE “COUNTY”) AND THE COMPANY; AUTHORIZING A 5-YEAR EXTENSION OF THE INVESTMENT PERIOD FOR ALL INVESTMENTS OVER THE MINIMUM INVESTMENT REQUIREMENT; AUTHORIZING THE GRANTING OF CERTAIN INFRASTRUCTURE CREDITS TO THE COMPANY; AUTHORIZING THE CREATION OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK WITH GREENVILLE COUNTY; AND OTHER MATTERS RELATING TO THE FOREGOING.

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 the Code of Laws of the State of South Carolina, 1976, as amended (the “Code”), including, without limitation, Titles 4 and 12, including, particularly, Chapter 44 of Title 12 of the Code (collectively, the “Act”), and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective developers as inducements for economic development within the County; to acquire, or cause to be acquired, properties (which such properties constitute “projects” as defined in the Act) and to enter into agreements with any business to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial and business development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, tourism or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the “Joint-County Industrial and Business Park Act”), to enter into agreements with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks; and

WHEREAS, Project Woodmont (the “LLC”), a North Carolina limited liability company, together with one or more Sponsor Affiliates (as defined in the Act)(the LLC and Sponsor Affiliates, collectively referred to as “Project Woodmont” or the “Company” herein) is considering acquiring by construction or purchase certain land, buildings, furnishings, fixtures, machinery, apparatus, and equipment, for the development of a manufacturing facility in the County (the “Project”), which will result in the investment of an expected Fifty Million Dollars (\$50,000,000)in new investment in the County, all of which would be subject to the fee-in-lieu-of-tax addressed by this Agreement, all within the meaning of the Act (the “Minimum Investment

Requirement”), and the creation of an expected One Hundred and Thirty Five (135) new, full-time jobs (the “Job Creation Requirement”), during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (expected to be in 2021 or 2022) and ending five (5) years after the last day of the property tax year during which the Project is placed in service (expected to be in 2021 or 2022) (the “Initial Investment Period”); and

WHEREAS, the County has determined that the Project would be aided by the availability of the assistance which the County might render through (1) the acquisition of the Project from the Company and the leasing of the Project to the Company pursuant to one or more lease agreements (each a “Lease Agreement”) or, alternatively, entering into a fee-in-lieu of tax agreement (“Fee Agreement”) with the Company with respect to the Project, under and pursuant to the Act (notwithstanding any other provision hereof, or of the Inducement Agreement authorized hereby, it is understood and agreed between the County and the Company that the possible use of a Lease Agreement to document and implement the new fee-in-lieu-of-tax arrangement for the Project, as described herein, refers to and would become applicable only in the event that a court of competent jurisdiction rules the provisions of Chapter 44 of Title 12 of the Code unconstitutional, invalid, or otherwise unenforceable); (2) the incentive of a negotiated fee-in-lieu of *ad valorem* taxes (a “FILOT”) as authorized by the Act; (3) the inclusion of the Project and the other real and personal property of the Company located at the Project site(s) in the County, in a joint-county industrial and business park which is either already in existence, or to be created by the County (the “Park” or the “Multi-County Industrial and Business Park” or “MCIP”); (4) the granting by the County to the Company of certain infrastructure credits, pursuant to Section 4-1-175 of the Code and other applicable provisions of the Act (the “Infrastructure Credits”), to partially reimburse the Company for economic development infrastructure serving the County; and (5) the commitment by the County to certain other economic development incentives as an inducement to the Company to locate the Project in the County including, without limitation, the extension of the Initial Investment Period for an additional five (5) years (the “Extended Investment Period”) for investments in the Project if the Company has invested at least Fifty Million Dollars (\$50,000,000) and created at least One Hundred and Thirty Five (135) new, full-time jobs in the Project by the end of the Initial Investment Period; and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

WHEREAS, the County has given due consideration to the economic development impact of the Project, has found that the Project and the payments-in-lieu-of-taxes would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality, or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development and welfare, creation of jobs, promotion of tourism, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the cost; and, has agreed to effect the issuance, execution and delivery of a Fee Agreement, with infrastructure credits, and an

MCIP Agreement or extension of an existing MCIP Agreement pursuant to this Ordinance of the County Council, and on the terms and conditions hereafter set forth:

NOW, THEREFORE, IT IS HEREBY ORDAINED by Anderson County, South Carolina, by and through the County Council, in meeting duly assembled, as follows:

Section 1. As contemplated by the Act and based on the representations of the Company as recited herein, it is hereby found, determined and declared by the County Council, as follows:

- (a) The Project will constitute a “project” as said term is referred to and defined in the Act, and will subserve the purposes and in all respects conform to the provisions and requirements of the Act;
- (b) It is anticipated that the Project will benefit the general public welfare of the County by providing employment, services, recreation, the creation of additional tax revenue, and other public benefits not otherwise provided locally;
- (c) Neither the Project, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or any municipality thereof or a charge against its general credit or taxing power;
- (d) The purposes to be accomplished by the Project, i.e., economic development, creation or retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;
- (e) The benefits of the Project to the public are greater than the costs to the public;
- (f) The Fee Agreement will require the Company to make fee-in-lieu of tax payments in accordance with the provisions of the Act;
- (g) The fee-in-lieu-of-tax payments referred to in item (f) above shall be calculated as specified in Section 5.01 of the Fee Agreement, and using the Infrastructure Credit terms of the Fee Agreement; and
- (h) The entire preamble of this Ordinance is hereby adopted as findings of fact, underpinning and supporting the approval of this Project by County Council.

Section 2. The form, terms, and provisions of the Fee Agreement (including, ‘without limitation, certain Infrastructure Credit terms) and the MCIP Agreement (if any) presented to this meeting and filed with the Clerk to the County Council be and they are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement and the MCIP Agreement were set out in this Ordinance in their entirety. The Chairman of County Council, the County Administrator, and the Clerk to the County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement and the MCIP Agreement (if any) in the name and on behalf of the County, and thereupon to cause the

Fee Agreement to be delivered to the Company and the MCIP Agreement to be delivered to the Partner County. The Fee Agreement and the MCIP Agreement (if any) are to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement and the MCIP Agreement now before this meeting.

Section 3. Pursuant to Section 12-44-55(B) of the FILOT Simplification Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the FILOT Simplification Act is required to be provided by the Company in the Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the Company and the County, so long as and to the extent that the Company complies with this Section 3. The Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, with the County after the execution of the Fee Agreement by the County and the Company and shall comply in all other respects with the requirements set forth in Section 12-44-90 of the FILOT Simplification Act and shall make all returns required by The Act and shall provide a copy of all such returns to the County Administrator within sixty (60) days of filing such action.

Section 4. The County and the Company believe that the Project site(s) is/are in a Park. To the extent necessary to ensure that all Project sites are, in fact, in a Park, the County agrees to use its best efforts, as necessary, to enter into or amend a Park Agreement with one or more other contiguous counties to create or expand a Park, pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code, to include the Project and the other property of the Company located at the Company's site(s) within the unincorporated portion of the County, and to use its best efforts to undertake and execute those procedures and documents necessary for the creation or expansion of such Park, and to keep the Project site(s) in such Park or any other Park of the County during the term of the incentives provided in the Inducement Agreement or subsequent ordinance(s) or agreement(s) that are contingent upon inclusion of the Project site(s) in a Park. Further, the County shall use its best efforts and endeavor to work with one or more contiguous counties (and, to the extent any future Project site(s) is located within the corporate limits of a municipality, will work with such municipality), again if necessary, to establish such Park in accordance with the terms of the Inducement Agreement, and, in any event, to keep the Project site(s) as part of such Park or any other Park of the County throughout the term of the incentives provided in the Inducement Agreement or subsequent ordinance(s) or agreement(s) that are contingent upon inclusion of the Project site(s) in a Park. Distribution of the fees in lieu of tax from the Project property in the Anderson County portion of the Park shall be distributed in accordance with one or more ordinances of Anderson County establishing such distribution schedule.

Section 5. The County hereby pre-approves and consents to a five (5) year extension of the Initial Investment Period for the Fee Agreement pursuant to Section 12-44-30(13) of the FILOT Simplification Act whereby the Company shall have an additional five (5) year period (added to the 5 year Initial Investment Period to meet the Minimum Investment Requirement and the Job Creation Requirement) to subject additional investments over and above the Minimum Investment Requirement to fee-in-lieu of *ad valorem* tax treatment, provided the Company invests at least the Minimum

Investment Requirement, including in non-FILOT property, in the Project and meets the Job Creation Requirement on or before the end of the five (5) year Initial Investment Period.

Section 6. All fee-in lieu of *ad valorem* taxes pursuant to the Fee Agreement received by the County for MCIP premises located in the County attributable to Project MCIP property added on and after January 1, 2021 shall be distributed, net of the one percent (1%) payment to the partner county for the MCIP and the special source revenue credits provided by the County pursuant to Section 4-1-175 (“Net Park Fees”) as follows: First, 15% of Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County, and Third, remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old *ad valorem* property tax in any of the areas comprising the County’s portion of the MCIP in the same percentage as is equal to that taxing entity’s percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 7. The form, terms and provisions of the Inducement Agreement heretofore entered into by the County and the Company are hereby ratified and approved, and all of the terms, provisions, and conditions thereof are hereby incorporated by reference as if the Inducement Agreement were set out in this Ordinance in its entirety.

Section 8. (a) The Company shall and, in the Fee Agreement, agrees to indemnify and save the County as well as its governing body members, employees, officers and agents 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 and the Company further shall indemnify and save the County harmless against and from all claims from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations or terms in the Fee Agreement, or the Lease Agreement (if any) (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, (iv) any act of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, or (v) any environmental violation, condition or effect. The Company shall indemnify and save the County as well as its governing body members, employees, officers and agents 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, including, without limitation, ordinary and reasonable attorney’s fees, 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, whose approval of such counsel shall not unreasonably be withheld. All such indemnification and save harmless provisions shall be, and are, set forth in the Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents, officers, employees or governing body members, shall not incur pecuniary liability by reason of the terms of the Fee Agreement or terms, or the Lease Agreement (if any) or the undertakings required of the County hereunder by reason of the performance of any act requested of it by the Company, or by reason of the County’s ownership of the Project, if so owned pursuant to a lease agreement, or the operation of the Project, 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, its agents, officers employees or governing body members should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or 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, including, without limitation, ordinary and reasonable attorney's fees, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County, whose approval of such counsel shall not unreasonably be withheld.

(c) These indemnification covenants, at a minimum, shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants, but may expand them or expound upon them, as may be shown in greater detail in such subsequent documents. In the event of any conflict or inconsistency, the indemnification and save harmless provisions of the Fee Agreement shall always govern. The indemnification and hold harmless provisions of this Section 8 shall not apply in the case of intentional misconduct or grossly negligent conduct by any indemnified person or entity, and such provisions shall be rendered cancelled and voided as to such person or entity in the event of such intentional misconduct or gross negligence being a proximate cause of the pecuniary liability in question.

Section 9. Whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Fee Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents.

Section 10. Notwithstanding any other provisions, the County is executing the Fee Agreement and the MCIP Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

Section 11. The Chairman of County Council, the County Administrator, and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary or proper to effect the execution and delivery of the Fee Agreement and the MCIP Agreement (if any) and the performance of all obligations of the County under and pursuant to the Fee Agreement, the Inducement Agreement, and the MCIP Agreement (if any).

Section 12. The Chairman of County Council, the County Administrator, and the Clerk to the County Council, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 13. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision 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. Capitalized terms used herein shall have the meaning given in the Fee Agreement, if not provided herein.

Section 14. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

ANDERSON COUNTY, SOUTH
CAROLINA

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Rusty Burns, County Administrator
Anderson County, South Carolina

Janie L. Turmon, Assistant Clerk to Council
Anderson County, South Carolina

Approved as to form:

Leon C. Harmon, County Attorney
Anderson County, South Carolina

First Reading:	August 17, 2021	_____
Second Reading:	September 7, 2021	_____
Third Reading:	September 21, 2021	_____
Public Hearing:	September 21, 2021	_____

FEE IN LIEU OF TAX AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

PROJECT WOODMONT

Dated as of September 21, 2021

FEE IN LIEU OF TAX AGREEMENT

This FEE IN LIEU OF TAX AGREEMENT (this “Agreement”) is dated as of September 21, 2021, and is by and between ANDERSON COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and Project Woodmont (the “Company”), a North Carolina limited liability company, along with one or more Sponsor Affiliates (together with the Company, collectively referred to herein as the “Company” or “Project Woodmont”).

WITNESSETH:

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 the Code of Laws of the State of South Carolina, 1976, as amended (the “Code”), including, without limitation, Titles 4 and 12, including, particularly, Chapter 44 of Title 12 of the Code (collectively, the “Act”), and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective developers as inducements for economic development within the County; to acquire, or cause to be acquired, properties (which such properties constitute “projects” as defined in the Act) and to enter into agreements with any business to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial and business development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, tourism or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the “Joint-County Industrial and Business Park Act”), to enter into agreements with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks; and

WHEREAS, the Company (previously identified as Project Woodmont (the “LLC”)), a North Carolina limited liability company, together with one or more Sponsor Affiliates (as defined in the Act)(the Company and Sponsor Affiliates, collectively referred to as “Project Woodmont” or the “Company” herein) is considering acquiring by construction or purchase certain land, buildings, furnishings, fixtures, machinery, apparatus, and equipment, for the development of a manufacturing facility in the County (the “Project”), which will result in the investment of an expected Fifty Million Dollars (\$50,000,000) in new investment in the County, all of which would be subject to the fee-in-lieu-of-tax addressed by this Agreement, all within the meaning of the Act (the “Minimum Investment Requirement”), and the creation of an expected One Hundred Thirty Five (135) new, full-time jobs (the “Job Creation Requirement”), during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (expected to be in 2021 or 2022 (the Company operates on a 52-53 week fiscal year with the fiscal year ending on the Saturday closest to September 30. For 2021, the fiscal year end is October 2)) and ending

five (5) years after the last day of the property tax year during which the Project is first placed in service (again, expected to be in 2021 or 2022) (the “Initial Investment Period”); and

WHEREAS, the County has determined that the Project would be aided by the availability of the assistance which the County might render through (1) the acquisition of the Project from the Company and the leasing of the Project to the Company pursuant to one or more lease agreements (each a “Lease Agreement”) or, alternatively, entering into a fee-in-lieu of tax agreement (“Fee Agreement”) with the Company with respect to the Project, under and pursuant to the Act (notwithstanding any other provision hereof, or of the Inducement Agreement authorized hereby, it is understood and agreed between the County and the Company that the possible use of a Lease Agreement to document and implement the new fee-in-lieu-of-tax arrangement for the Project, as described herein, refers to and would become applicable only in the event that a court of competent jurisdiction rules the provisions of Chapter 44 of Title 12 of the Code unconstitutional, invalid, or otherwise unenforceable); (2) the incentive of a negotiated fee-in-lieu of *ad valorem* taxes (a “FILOT”) as authorized by the Act; (3) the inclusion of the Project and the other real and personal property of the Company located at the Project site(s) in the County, in a joint-county industrial and business park which is either already in existence, or to be created by the County (the “Park” or the “Multi-County Industrial and Business Park” or “MCIP”); (4) the granting by the County to the Company of certain infrastructure credits, pursuant to Section 4-1-175 of the Code and other applicable provisions of the Act (the “Infrastructure Credits), to partially reimburse the Company for economic development infrastructure serving the County; and (5) the commitment by the County to certain other economic development incentives as an inducement to the Company to locate the Project in the County including, without limitation, the extension of the Initial Investment Period for an additional five (5) years (the “Extended Investment Period”) for investments in the Project if the Company has invested at least Fifty Million Dollars (\$50,000,000) and created at least One Hundred Thirty Five (135) new, full-time jobs in the Project by the end of the Initial Investment Period; and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

WHEREAS, the County has given due consideration to the economic development impact of the Project, has found that the Project and the payments-in-lieu-of-taxes would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise adequately provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality, or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development and welfare, creation of jobs, promotion of tourism, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the cost; and, has agreed to effect the issuance, execution and delivery of this Fee Agreement, with infrastructure credits, and an MCIP Agreement pursuant to an Ordinance of the County Council, and on the terms and conditions hereafter set forth; and

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

FOR RECAPITULATION REQUIREMENTS PURSUANT TO SECTION 12-44-55 OF THE ACT, SEE SECTION 4.04 OF THIS AGREEMENT.

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“Act” shall mean Title 12, Chapter 44 of the Code, as amended, and all future acts amendatory thereof. The Act is also known as the FILOT Simplification Act.

“Administration Expenses” shall mean the ordinary, reasonable, and necessary actual expenses including ordinary, actual, reasonable attorneys’ fees, incurred by the County with respect to the Project and this Agreement; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Company a statement in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expense or stating the basis on which the expense has been or will be computed.

“Agreement” shall mean this Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“Authorized Company Representative” shall mean any person or persons at the time designated to act on behalf of the Company by written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by any person to whom the Company has delegated authority to administer this Agreement.

“Code” shall mean the Code of Laws of South Carolina, 1976, as amended through the date hereof unless the context clearly requires otherwise.

“Commencement Date” shall mean, in accordance with Section 12-44-30(2) of the Act, October 2, 2021 or October 1, 2022, the last day of the property tax year during which real or personal property comprising the Project is first placed in service, based upon and as proven by the Company’s tax returns to the South Carolina Department of Revenue.

“Company” shall mean Project Woodmont, a North Carolina limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets permitted under Section 8.04 or Article IX hereof; or any assignee hereunder and any Sponsor Affiliate which is designated by the Company and approved by the County.

“Cost” shall mean the cost of acquiring by construction and purchase, the Project, including real and personal property and any infrastructure improvements, and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to contractors, builders, and materialmen in connection with the acquisition, construction, and installation of the Project; (b) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the Project which are not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Project; (d) compensation of legal, accounting, financial, and printing expenses, fees, and all other expenses incurred in connection with the Project; (e) all other costs which the Company shall be required to pay under the terms of any contract or contracts for the acquisition, construction, and installation of the Project; and (f) any sums required to reimburse the Company for advances made for any of the above items, or for any other work done and costs incurred by the Company which are for the acquisition of land or property of a character subject to the allowance for depreciation provided for under Section 167 of the Internal Revenue Code of 1986, as amended, and included in the Project; provided, however, such term shall include expenditures by the Company with respect to the Project only to the extent made during the Investment Period.

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

“County Council” shall mean the governing body of the County and its successors.

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

“Economic Development Property” shall mean each item of real and tangible personal property comprising a project within the meaning of Sections 12-44-30(6) or 12-44-40(C) of the Code.

“Equipment” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed as part of the Project during the Investment Period in accordance with this Agreement.

“Event of Default” shall mean an Event of Default as defined in Section 11.01 hereof.

“Existing Property” shall mean property that does not qualify to become Economic Development Property pursuant to Section 12-44-110 of the Code.

“Extended Investment Period” shall mean the period beginning October 3, 2026 or October 2, 2027 and ending on the last day of the Company’s fiscal year, 2031 or 2032, dependent on the Commencement Date, as authorized by Section 12-44-30(13) of the Code.

“FILOT” shall mean the fee in lieu of taxes which the Company is obligated to pay to the County pursuant to Section 5.01 hereof.

“FILOT Payments” shall mean the payments to be made by the Company pursuant to Section 5.01 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Company’s payment of the FILOT.

“FILOT Simplification Act” shall mean Title 12, Chapter 44, of the Code, as amended through the date hereof.

“Inducement Agreement” shall mean that certain Inducement Agreement and Millage Rate Agreement by and between the County and the Company dated as of September 7, 2021.

“Infrastructure Credit” or *“Special Source Revenue Credit”* shall mean that certain credit, or credits, pursuant to Sections 4-1-175, 4-29-68, and 12-44-70 of the Code, against the Company’s FILOT liability, as set forth in the infrastructure financing terms of Section 5.02, hereof.

“Initial Investment Period” shall mean the period beginning with the first day that real or personal property comprising the Project is acquired for the Project (although not placed in service) (October 3, 2021 or October 2, 2022) and ending on the last day of the Company’s fiscal year,, 2026 or 2027(dependent on the Commencement Date), the date that is five years after the Commencement Date (the Company operates on a 52-53 week fiscal year with the fiscal year ending on the Saturday closest to September 30. For 2021, the fiscal year end is October 2).

“Investment Period” shall mean the combined Initial Investment Period and Extended Investment Period, beginning with the first day that real or personal property comprising the Project is acquired (although not placed in service) (October 3, 2021 or October 2, 2022, dependent on the Commencement Date) and ending on the last day of the Company’s fiscal year, 2031 or 2032.

“Land” shall mean the real estate upon which the Project is located, as described in EXHIBIT “A” attached hereto, as EXHIBIT “A” may be supplemented from time to time in accordance with the provisions hereof.

“Negotiated FILOT Payment” shall mean the FILOT due pursuant to Section 5.01(b)(ii) hereof with respect to that portion of the Project qualifying for the 6% assessment ratio and the millage rate described in subsection 5.01(c) of the Agreement.

“Non-Economic Development Property” shall mean that portion of the Project consisting of: (i) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) property not placed in service during the Investment Period; (iii) Existing Property; and (iv) any other property which fails or ceases to qualify for Negotiated FILOT Payments pursuant to the Act.

“Person” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“Project” shall mean, in connection with the Company’s manufacture and production of products in the County and only to the extent such items are either placed in service during the Investment Period or qualify as Replacement Property: (i) the Land; (ii) all buildings, structures, fixtures, and appurtenances which now exist or which are now under construction or are to be constructed on the Land in whole or in part during the Investment Period, including any air conditioning and heating systems (which shall be deemed fixtures); and (iii) the Equipment.

“Released Property” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation, or eminent domain proceedings as described in Article VII hereof.

“Replaced Property” shall mean any Released Property for which the Company has substituted Replacement Property during the term hereof pursuant to Section 5.01(e) hereof.

“Replacement Property” shall mean any portion of the Project substituted for Released Property pursuant to Section 5.01(e) hereof.

“Sponsor” and “Sponsor Affiliate” shall have the meanings ascribed to each by the Act.

“State” shall mean the State of South Carolina.

“Streamlined FILOT Act” shall mean Title 4, Chapter 12, of the Code, as amended through the date hereof.

“Term” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

“Threshold Date” shall mean the Company fiscal year end in 2026 or 2027, dependent on the Commencement Date (the Company operates on a 52-53 week fiscal year with the fiscal year ending on the Saturday closest to September 30. For 2021, the fiscal year end is October 2).

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Code, as amended.

SECTION 1.02. References to Agreement The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole, unless the context clearly requires otherwise.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) The County has determined that the Project will subserve the purposes of the Act, and has made all other findings of fact required by the Act in connection with the undertaking of the Project.

(c) By proper action by the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority which would materially adversely affect the validity or enforceability of this Agreement; provided, however, that no representation is made by or on behalf of the County as to the validity or enforceability of this Agreement.

(f) Notwithstanding any other provisions herein, the County is executing this Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Agreement in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property, including the Land.

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

(a) The Company is a North Carolina limited liability company; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The Company intends to operate the Project primarily for the purposes of manufacturing, and for other lawful purposes.

(c) The agreements of the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(d) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(e) The Company expects to place in service the first phase of the Project during its fiscal year ending in 2021 or 2022, and to expend not less than Fifty Million Dollars (\$50,000,000) of investment for Costs of the Project and to create not fewer than One Hundred Thirty Five (135) new, full-time jobs, all during the Initial Investment Period.

ARTICLE III

UNDERTAKINGS OF COUNTY

SECTION 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Company in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

SECTION 3.02. No Warranties by County. The Company acknowledges that it has examined the Land and so much of the other property constituting the Project as is in existence on the date of execution and delivery hereof, as well as title thereto, prior to the making of this Agreement, and knows the condition and state thereof as of the day of the execution hereof, and accepts the same in said condition and state; that no warranties or representations as to the condition or state thereof have been made by representatives of the County; and that the Company in entering into this Agreement is relying solely upon its own examination thereof and of any portion of the Project acquired subsequent to the date hereof. The County makes no warranty, either express or implied, as to title to any part of the Project or the design, capabilities, or condition of the Project or that it will be suitable for the Company's purposes or needs.

SECTION 3.03. Execution of Lease, if necessary. The parties acknowledge that the intent of this Agreement is to afford the Company the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the FILOT Simplification Act. Notwithstanding any other provision of this Agreement, in the event that a court of competent jurisdiction holds that the FILOT Simplification Act is unconstitutional, invalid or otherwise unenforceable or that this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then the County, in accordance with Section 12-44-160 of the Act, upon the conveyance of title to the Project to the County at the

expense of the Company, and to the extent permitted by law, agrees to lease the Project to the Company pursuant to the Streamlined FILOT Act upon terms and conditions mutually agreeable to the County and the Company. The Company acknowledges that any such sale/leaseback arrangement may not preserve the benefits of the Streamlined FILOT Act with respect to any portion of the Project placed in service prior to the effective date of any such sale/leaseback arrangement with the County, to the extent that the effective date of such sale/leaseback arrangement is later than the Company's fiscal year end of the year in which such portion of the Project is placed in service. However, the County agrees that it will assist in efforts by the Company to have any such Economic Development Property included within the sale/leaseback arrangement under the Streamlined FILOT Act.

ARTICLE IV

INVESTMENT BY COMPANY IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

SECTION 4.01. Acquisition by Construction and Purchase of Project.

(a) The Company hereby agrees to expend upon the Cost of the Project not less than Fifty Million Dollars (\$50,000,000) or more investment in the County (including non-Economic Development Property), during the Initial Investment Period. The Company shall use its best efforts to cause such acquisition as promptly as is, in the Company's sole judgment, practicable.

(b) Pursuant to Section 12-44-30(13) of the Code, the County hereby approves, pre-approves, and grants to the Company an extension of five (5) years beyond the Threshold Date within which the Company may invest additional property in the County to complete the Project and have such additional property treated as Economic Development Property, if the Company invests the expected Fifty Million Dollars (\$50,000,000) and creates at least One Hundred Thirty Five (135) new, full-time jobs in the Project during the Initial Investment Period. Accordingly, the total Investment Period shall end on the Company's FY end, 2031 or 2032 (dependent on the Commencement Date). However, this subsection (b) shall not alter the requirement that the Company invest not less than the minimum investment, stated above, total, in the Project, including Non-Economic Development Property, and create at least One Hundred Thirty Five (135) new, full-time jobs in the Project prior to the Threshold Date.

(c) The Company shall retain title to the Project, throughout the Term of this Agreement, subject to the Company's rights hereunder to mortgage or encumber the Project as it deems suitable.

SECTION 4.02. Maintenance of Project. The Company at its own expense during the Term of this Agreement will keep and maintain the Project, or cause any other owner of the Project to keep and maintain its respective portion of the Project, in good operating condition. The Company will promptly make, or cause to be made, all repairs, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, that are necessary to keep the Project in good and lawful order and in good operating condition (wear and tear from reasonable use excepted) whether or not such repairs are due to any laws, rules, regulations, or ordinances

hereafter enacted which involve a change of policy on the part of the government body enacting the same.

SECTION 4.03. Modification of Project.

(a) As long as no event of default exists hereunder, the Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may, at its own expense, add to the Project all such real and personal property as the Company in its discretion deems useful or desirable.

(ii) In any instance where the Company in its discretion determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County. The Company may sell, lease, or otherwise dispose of any portion of the Land, in which event the Company shall deliver to the County, within 30 days thereafter, a new EXHIBIT "A" to this Agreement.

(b) No release of Project property effected under the provisions of Section 7.01 or 7.02 hereof or of this Section 4.03 shall entitle the Company to any abatement or diminution of the amounts payable by the Company hereunder except the FILOT payments as specified in Section 5.01(d) hereof.

SECTION 4.04. Records and Reports.

(a) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including without limitation the reports required by Section 12-44-90 of the Code (collectively, "Filings"). The Parties hereto agree that no recapitulation report pursuant to Section 12-44-55 of the Act shall ever be required of the Company so long as and to the extent that the Company provides a copy of the Filings to the County Assessor, County Auditor, and Clerk to County Council within thirty (30) days of making such Filings.

(b) Notwithstanding any other provision of this Section 4.04, the Company may designate with respect to any Filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. To the extent permitted by law, the County shall conform, at the sole cost and expense of the Company, with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments.

ARTICLE V

**PAYMENTS IN LIEU OF TAXES;
FUNDING FOR INFRASTRUCTURE PROJECT**

SECTION 5.01. Payments in Lieu of Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company shall pay with respect to the Project annually a fee in lieu of taxes (a “FILOT”) in the amount calculated as set forth in paragraph (b) below, at the times, and at the places, in the manner, and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes.

(b) The FILOT Payment due with respect to each property tax year shall equal the sum of (i) with respect to any portion of the Project consisting of undeveloped land or Non-Economic Development Property for which the Company is obligated, by law or agreement, to pay taxes, a payment equal to the taxes that would otherwise be due on such undeveloped land or Non-Economic Development Property were it subject to *ad valorem* taxes; (ii) with respect to those portions of the Project (other than undeveloped land and Non-Economic Development Property) placed in service during the Investment Period for each of the 30 consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) through (e) below (a “Negotiated FILOT”); and (iii) with respect to increments of the Project constituting Economic Development Property after such 30-year period, a payment equal to the *ad valorem* taxes that are due or would otherwise be due on such property were it subject to *ad valorem* taxes, as the case may be, with appropriate reductions with respect to the property described in clauses (i) and (ii) above, similar to the tax exemption, if any, which would be afforded to the Company if *ad valorem* taxes were paid, only to the extent permitted by the Act for Economic Development Property. For the purposes of clause (ii) above, there shall be excluded any Released Property and any other portion of the Project which ceases to qualify for a FILOT hereunder or under the Act.

(c) (i) The Negotiated FILOT Payment with respect to any property tax year shall be calculated in accordance with subparagraph (c)(ii) or (c)(iii) below.

(ii) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on (1) the fair market value of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes), (2) a fixed millage rate in effect for the Project site on June 30, 2020, which the parties hereto believe to be 326.3 mils, for all Project property, which millage rate shall remain fixed for the Term and (3) a fixed assessment ratio of 6%. The fair market value of the of the improvements to real property shall be determined by using the original income tax basis for State income tax purposes for any improvements without regard to depreciation and the fair market value of the Equipment shall be determined by using the 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. Such fair market value must be that determined by the Department of Revenue, in accordance with the Act. All such calculations shall take into account all deductions for depreciation

or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemption allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(iii) If legislation generally reducing the applicable minimum assessment ratio shall be enacted, the County shall, to the extent permitted by law, amend this Agreement to afford the Company the lowest assessment ratio permitted by law, if so approved by the County Council then in office. Moreover, if taxes on real and personal property shall be abolished in the County or in the State, the Company may terminate this Agreement immediately without further obligation other than those already accrued.

(d) The FILOT Payments are to be recalculated (i) to reduce such payments in the event the Company disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code, as provided in Section 4.03, by the amount thereof applicable to the Released Property; provided, however, that any disposal of Released Property need not result in a recalculation of the FILOT Payments unless the Company so elects; or (ii) to increase such payments in the event the Company adds property (other than Replacement Property) to the Project. To the extent that any Infrastructure Credit against FILOT Payments as provided under the Infrastructure Credits Section 5.02, below, is used as payment for personal property, including machinery and equipment, and the personal property is removed from the Project at any time during the life of the FILOT, the amount of the FILOT Payments due on the personal property for the year in which the personal property was removed from the Project also shall be due for the two years immediately following the removal.

(e) Upon the Company's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company, such Replacement Property shall become subject to FILOT Payments to the extent permitted by, and in accordance with the Act.

(f) Should the Company not invest at least the minimum investment stated herein (Fifty Million Dollars (\$50,000,000)) and create at least One Hundred Thirty Five (135) new, full-time jobs in the Project in the timeframe provided (during the Initial Investment Period) and maintain at least that amount of investment (without regard to depreciation) in the Project during the term of the Special Source Revenue Credits described in this paragraph and Section 5.02, hereof, the Company shall lose the benefit of some or all of the Special Source Infrastructure Credits (as defined in Section 5.02, hereof).

SECTION 5.02. Infrastructure Credits or Special Source Revenue Credits.

During the first ten (10) consecutive years that Payments In Lieu Of Taxes are made for the Project in accordance with Section 5.01, hereof, the Company shall also be entitled to claim Infrastructure Credits, or Special Source Revenue Credits ("SSRCs") of Fifty Percent (50%) of the calculated Payment In Lieu of Taxes due for Project Property, each of the first ten (10) years (years 1-10) and Forty Percent (40%) of the calculated Payment In

Lieu of Taxes due for Project Property, each of the next five (5) years (years 11-15). The Infrastructure Credit due to the Company shall be shown on the annual tax bill issued to the Company by the County for Project property. The Infrastructure Credit shown on the Project tax bill by the County shall never exceed the actual infrastructure expenditures by the Company, annually or cumulatively, as certified to the County by the Company, if and when so requested by the County. Should the Company not achieve the investment or job creation requirements stated in Section 2.02(e) hereof by the end of the fifth (5th) year following the end of the first year in which Project Property is placed in service, the SSRCs described in this Section 5.02 will be reduced to Thirty Percent (30%). However, should the investment and jobs creation requirements of Section 2.02(e) subsequently be met by the Company by the end of the seventh (7th) year following the end of the first year in which Project Property is placed in service, the credits described herein will be reinstated for the duration of the credits – but no credit already lost/forfeited will be reimbursed. As provided in Section 4-29-68(A)(2)(ii) of the Code, to the extent any SSRC is used for reimbursement for economic development infrastructure that is personal property, and the personal property is removed from the Project at any time during the term of the SSRCs (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.

ARTICLE VI

PAYMENT OF EXPENSES BY COMPANY

SECTION 6.01. Payment of Administration Expenses. The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than 45 days after receiving written notice from the County specifying the nature of such expenses and requesting payment of the same. Such expenses shall include, without limitation, the County's ordinary and reasonable actual fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement, the Lease Agreement (if any), the Inducement Agreement, and any other legal agreements or political procedural documents that may be necessary in connection therewith, not to exceed Five Thousand Dollars (\$5,000).

SECTION 6.02. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments or payments of Administration Expenses hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes or for non-payment of FILOT Payments.

ARTICLE VII

CASUALTY AND CONDEMNATION

SECTION 7.01. Damage and Destruction. If all or any part of the Project shall be lost, stolen, destroyed, or damaged, the Company in its discretion may repair or replace the same. If the Company shall determine to repair or replace the Project, the Company shall forthwith proceed with such rebuilding, repairing, or restoring and shall notify the County upon the completion thereof. The County shall not have any responsibility to complete such rebuilding, repair or restoration thereof or pay any portion of the costs thereof including, without limitation, in the event any insurance proceeds are not sufficient to pay in full the costs of such rebuilding, repair or restoration, any costs in excess of the amount of said proceeds. The Company shall not by reason of any such damages or destruction or the payment of any excess costs be entitled to any reimbursement from the County or, except as set forth in Section 7.03 hereof, any abatement or diminution of the amounts payable hereunder.

SECTION 7.02. Condemnation. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken in condemnation or by the exercise of the power of eminent domain, there shall be no abatement or reduction in the payments required by be made by the Company hereunder except as set forth in Section 7.03 hereof. The Company shall promptly notify the County, as to the nature and extent of such taking and, as soon as practicable thereafter, notify the County whether it has elected to restore the Project. If it shall be determined to restore the Project, the Company shall forthwith proceed with such restoration, and shall notify the County, upon the completion thereof.

SECTION 7.03. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, which damage, destruction, loss, theft and/or condemnation would substantially impair the operating ability of the Project or such portion thereof, the parties hereto agree that the FILOT Payments required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project, subject, always, to the requirements of Section 5.01 hereof and the Act.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 8.01. Use of Project for Lawful Activities. The Company is hereby granted and shall have the right during the Term of this Agreement to occupy and use the Project for any lawful purpose authorized pursuant to the Act. Insofar as it is practicable under existing conditions from time to time during the Term of this Agreement, the Project shall be used primarily as a manufacturing facility.

SECTION 8.02. Right 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 and to have access to and examine and inspect all the Company's books and records pertaining to the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to examine the plans and specifications of the Company with respect to the Project. The aforesaid rights of

examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company's trade secrets and proprietary rights. In no way shall this requirement of confidentiality be deemed to apply to or restrict the rights of the United States Government and the State of South Carolina or its political subdivisions in the exercise of their respective sovereign duties and powers.

SECTION 8.03. Limitation of Pecuniary Liability for County. Anything herein to the contrary notwithstanding: (a) the Project gives rise to no pecuniary liability of the County or charge against its general credit or taxing powers; and (b) the County may require as a condition to the participation by it with the Company in any contests or in obtaining any license or permits or other legal approvals a deposit by the Company of such amount as reasonably determined by the County to be appropriate to assure the reimbursement to the County of the costs incurred by it in such participation, with any amount of such deposit in excess of such costs to be returned to the Company; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance or any other remedy available at law or in equity.

SECTION 8.04. Maintenance of Existence. The Company covenants that any alteration of its separate existence, dissolution, consolidation, merger, transfer, or disposition of substantially all of its assets to any other entity shall be done in accordance and compliance with the Transfer Provisions. Subject to the Transfer Provisions, the Company may permit one or more other Persons to consolidate or merge into it without the consent of the County, provided no default shall have occurred and be continuing at the time of such proposed transaction or would result therefrom.

SECTION 8.05. Indemnification Covenants.

(a) Company shall and agrees to indemnify and save the County as well as the members of its governing body, its employees, officers and agents 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, and, Company further, shall indemnify and save the County harmless against and from all claims arising from (i) any condition of the Project, (ii) any breach or default on the part of Company in the performance of any of its obligations under this Agreement, (iii) any act of Company or any of its agents, contractors, servants, employees or licensees, related to the Project (iv) any act of any assignee, sublessee or subcompany of Company, or of any agents, contractors, servants, employees or licensees of any assignee, sublessee or subcompany of Company, related to the Project or (v) any environmental violation, condition, or effect, related to the Project. Company shall indemnify 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, including, without limitation, ordinary and reasonable, actual, attorney's fees, and upon notice from the County, Company shall defend it in any such action, prosecution or proceeding with counsel acceptable to the County, approval of whom shall not unreasonably be withheld by the County.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its agents,

officers, employees or governing body members, shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County thereunder, by reason of the performance of any act requested of it by the Company, or by reason of the County's ownership of the Project (if so owned), the operation of the Project 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, its agents, officers employees or governing body members should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or 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, including, without limitation, ordinary and reasonable, actual, attorney's fees, and upon notice, the Company shall defend them in any such action or proceeding with counsel acceptable to the County, approval of whom shall not unreasonably be withheld by the County. These indemnification provisions of Section 8.05 shall not be available to or for agents, officers employees or governing body members of the County whose liability or exposure is caused by their own gross negligence or willful misconduct.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

SECTION 8.06. INSURANCE COVENANTS. If the Company is required to utilize a Lease Agreement, as described herein, the Company will provide insurance coverage for the Project in the types and amounts acceptable to the County, whose approval thereof will not be unreasonably withheld. More specifically, the Company will, and to the extent there are any other owners of the Project, will cause such owners, to the extent of their respective portion of the Project, to: (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company, and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

SECTION 9.01. Transfers of Interest in Agreement and Economic Development Property; Financing Arrangements. The Company and the County agree that any transfers of interest in this Agreement or Economic Development Property, and the entering into of any financing arrangement concerning any part of the Project shall be undertaken in compliance with the Transfer Provisions.

SECTION 9.02. Access. In lieu of and/or in addition to any subleasing by the Company pursuant to Section 9.01, the Company may, without any approval by the County, grant such rights of access to the Project and the buildings thereon as the Company may decide in its sole discretion.

SECTION 9.03. Relative Rights of County and Financing Entities as Secured Parties.

The parties acknowledge that the County's right to receive FILOT Revenues hereunder shall have a first priority lien status pursuant to Section 12-44-90 of the Code, and Chapters 4 and 54 of Title 12 of the Code. The County consents and agrees that its rights under this Agreement, except for its rights to receive FILOT Revenues, Administration Expenses and Indemnification, pursuant to Section 8.05, shall be subordinate to the rights of the secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional consent or action on the part of the County; provided, however, that the County hereby agrees, at the sole cost and expense of the Company, to execute such agreements, documents, and instruments, in form and substance agreeable to the County and the Company, as may be reasonably required by such secured party or parties to effectuate or document such subordination. The County hereby authorizes the then current County Administrator to execute such agreements, documents, and instruments as necessary therefore, upon advice of legal counsel.

ARTICLE X

TERM; TERMINATION

SECTION 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The County's rights to receive defaulted FILOT payments, indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

SECTION 10.02. Termination. The Company may terminate this Agreement at any time, in which event the Project shall be subject to *ad valorem* taxes from the date of termination.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

SECTION 11.01. Events of Default by Company. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any FILOT Payments, Administration Expenses or indemnification required hereunder, which default shall not have been cured within 30 days following receipt of written notice thereof from the County; or

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for 90 days after the County shall have given the Company written notice of such default, the Company shall fail to use best, commercially reasonable efforts to cure the same.

SECTION 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default and without limiting any other remedy or right which the County might have at law or in equity, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(i) declare immediately due and payable all payments due hereunder including, without limitation, any such FILOT payments, payments of Administration Expenses or indemnification payments;

(ii) terminate this Agreement by delivery of written notice to the Company not less than 30 days prior to the termination date specified therein;

(iii) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project; or

(iv) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

SECTION 11.03. Application of Moneys Upon Enforcement of Remedies. Any moneys received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings; second, to pay Administration Expenses; third, to pay any indemnification amounts owed to the County hereunder; fourth, to pay the FILOT; and fifth, to pay any other amount due to the County under this Agreement.

SECTION 11.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced, and the exercise or the failure to exercise by the County or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing by law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers, or remedies.

SECTION 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

SECTION 12.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

- (a) As to County:
Anderson County, South Carolina
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

- (b) As to Company:

with a copy to:

Burr & Forman
Attn: Thomas L. Martin
P. O. Box 447
Greenville, South Carolina 29601-2970

SECTION 12.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State of South Carolina.

SECTION 12.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other as to its subject matter, 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 Agreement or in certificates delivered in connection with the execution and delivery hereof.

SECTION 12.06. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

SECTION 12.07. Headings and Table of Contents: References. The headings of the Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or subdivisions of this Agreement are references to the designated Articles or Sections or subdivisions of this Agreement.

SECTION 12.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which taken together shall constitute but one and the same instrument. Facsimile signatures may be relied upon as if originals.

SECTION 12.09. Amendments. Subject to the limitations set forth in Section 12-44-40(J)(2) of the FILOT Simplification Act, this Agreement may be amended, or the rights and interests of the parties hereunder surrendered, only by a writing signed by both parties.

SECTION 12.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in writing signed by the waiving party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

(signatures on following pages)

ANDERSON COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST:

Janie L. Turmon, Assistant Clerk to County Council
Anderson County, South Carolina

PROJECT WOODMONT

BY: _____

NAME: _____

ITS: _____

EXHIBIT “A”

LAND DESCRIPTION

**[PROJECT WOODMONT REAL PROPERTY (ANDERSON COUNTY S.C.
DESCRIPTION)]**

Ordinance #2021-053

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 +/- 15.44 acres from to R-20 (Single Family Residential) to R-A (Residential-Agricultural) on a parcel of land, identified as 417A Big Woods Cir in the Bowling Green Precinct shown in Deed Book 9170 page 00035. The parcel is further identified as TMS 198-00-05-038.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to R-A for +/- 15.44 acres of TMS #198-00-05-038 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on August 10, 2021, during which it reviewed the proposed rezoning from to R-20 to R-A +/- 15.44 acres of TMS #198-00-05-038 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on September 7, 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 R-20 to R-A for +/- 15.44 acres of TMS #198-00-05-038 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 2021-053

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Janie L. Turmon
Assistant to Clerk of Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading: September 7, 2021
2nd Reading: September 21, 2021
3rd Reading: October 5, 2021
Public Hearing: September 7, 2021

Ordinance #2021-054

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 +/- 8.18 acres from C-2 (Highway Commercial District) to I-2 (Industrial Park District) on a parcel of land, identified as 4610 Liberty Hwy, Anderson in the Five Forks Precinct shown in Deed Book 15407 page 00244. The parcel is further identified as TMS #92-00-06-016.

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 I-2 for +/- 8.18 acres of TMS #92-00-06-016 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on August 10, 2021, during which it reviewed the proposed rezoning from to C-2 to I-2 for +/- 8.18 acres of TMS #92-00-06-016 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on September 7, 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 C-2 to I-2 for +/- 8.18 acres of TMS #92-00-06-016 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 2021-054

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Janie L. Turmon
Assistant to Clerk of Council

APPROVED AS TO FORM:

Anderson County Attorney

1 st Reading:	September 7, 2021
2 nd Reading:	September 21, 2021
3 rd Reading:	October 5, 2021
Public Hearing:	September 7, 2021

Ordinance #2021-055

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 +/- 48.56 acres from C-2 (Commercial District) & I-1 (Industrial District) to IZD (Innovative Zoning District) on three parcels of land on Welpine Road in the Denver-Sandy Springs Precinct shown in Deed Book 12169 page 238, Deed Book 11541 page 243 & Deed Book 12932 page 241. The parcels are further identified as TMS #93-00-03-002, TMS #92-00-08-006 & TMS #92-03-01-018.

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 & I-1 to IZD for +/- 48.56 acres of TMS #93-00-03-002, TMS #92-00-08-006 & TMS #92-03-01-018 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on August 10, 2021 during which it reviewed the proposed rezoning from C-2 & I-1 to IZD for +/- 48.56 acres of TMS #93-00-03-002, TMS #92-00-08-006 & TMS #92-03-01-018 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on September 7, 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 C-2 & I-1 to IZD for +/- 48.56 acres of TMS #93-00-03-002, TMS #92-00-08-006 & TMS #92-03-01-018 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 2021-055

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Janie L. Turmon
Assistant to Clerk of Council

APPROVED AS TO FORM:

Anderson County Attorney

1 st Reading:	September 7, 2021
2 nd Reading:	September 21, 2021
3 rd Reading:	October 5, 2021
Public Hearing:	September 7, 2021

ORDINANCE NO.: 2021-056

AN ORDINANCE TO AMEND SECTION 2-37 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, SO AS TO ALLOW ANDERSON COUNTY COUNCIL MEMBERS TO PARTICIPATE IN MEETINGS FROM REMOTE LOCATIONS BY ELECTRONIC MEANS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Chapter 2, Section 2-37, of the Code of Laws, Anderson Count, South Carolina (“Code”), sets forth general procedures governing County Council meetings;

WHEREAS, the Anderson County Council, through the passage of emergency ordinances during the COVID pandemic, has heretofore allowed for virtual/electronic meetings as a means of assuring that the work of County Council can proceed;

WHEREAS, the Anderson County Council has fully demonstrated the ability to conduct meetings through virtual/electronic means; and

WHEREAS, the Anderson County Council desires to amend Section 2-37 of the Code to authorize conduct of meetings through virtual electronic means.

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

1. Section 2-37 of the Code, “Meetings of the Council” is amended by adding the following subsections:

A. Section 2-37(h) Virtual/Electronic Meetings Permitted.

- (1) Members of the County Council may attend meetings of Council by virtual/electronic means, provided they must be able to hear any and all comments made by the public, staff, and other members of the Governing Body.
- (2) All public participants and attendees, staff and other members of the Governing Body shall be able to hear the comments, motions, and votes of all the members of the County Council attending such meeting by virtual/electronic means, as well as those of any officials or staff required to speak at such meeting.
- (3) Other than establishing electronic connections, there shall be no communications among the members of the County Council attending virtually/electronically, unless such communication is part of the meeting and can be heard by all public participants and attendees.
- (4) The comments, motions, and votes of the members of the County Council attending virtually/electronically shall be recorded in the

minutes of the meeting, and the meeting itself shall be recorded on the same manner as would a physical meeting of the body.

- (5) Committees of the County Council may meet virtually/electronically, provided they must observe the provisions set forth in this Section those meetings are consistent.
- (6) Any member who will be unable to attend a meeting in person who wishes to attend virtually shall give advance notice to either the Chairman or the County Administrator stating the reasons they are unable to attend in person. Once they are appearing virtually in the meeting, they shall also preface any actions by stating for the public record the reason they are unable to attend in person.
- (7) Immediately after calling the meeting to order, the presiding officer shall confirm attendance of those members attending by virtual electronic means and that they can be heard and hear the proceedings of the meeting.
- (8) The presiding office shall record votes by virtual/electronic means as done during in-person meetings.
- (9) For purposes of establishing a quorum as required by Section 2-37(d) of the Code, any member attending by virtual/electronic means shall be counted as present in determining the quorum for such meeting, provided the virtual/electronic connection has been established and that member can hear and be heard.

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

Janie L. Turmon
Asst. Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

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

RESOLUTION R2021-040

A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF THE END PORTION OF SMITHLAND BEND DESIGNATED AS C-14-0057A; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Smithland Bend (the “Road”) is currently an asphalt surface treated Anderson County (the “County”) public road, designated as Anderson County Road C-14-0057A; and,

WHEREAS, the Road extends 401 feet from Smithland Bend to its terminus and exists on two parcels of property identified as Anderson County tax map numbers 204-00-02-003 and 204-00-02-032, all of which have common ownership, as shown on the map prepared by Anderson County Roads and Bridges Department on August 11, 2021 attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, the property owners (hereinafter collective the “Petitioners”) have requested that the County abandon said Road in order to deter unsolicited traffic and activity. The Petition is attached hereto as **Exhibit B** and incorporated herein by reference;

WHEREAS, the County has complied with all of its Ordinances and Regulations pertaining to cessation of County maintenance and County consent to judicial abandonment and closure of County public roads, in the case of the above referenced Road;

WHEREAS, none of the procedures undertaken by the County have revealed or reflected a need for said Road to remain under County maintenance or to remain a public road, and the County staff have recommended that the County consent to the requested abandonment and judicial closure;

WHEREAS, Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) desires to express its intent to cease County maintenance on, and to authorize County consent to judicial abandonment and closure of the Road;

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

1. Anderson County, acting by and through its County Council, consents to the judicial abandonment and closure of Smithland Bend, C-14-0057A by the property owners.
2. In the event Smithland Bend is closed by a Judicial Order, the county shall immediately cease all maintenance of this Road.
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

4. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
5. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 7th day of September, 2021, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

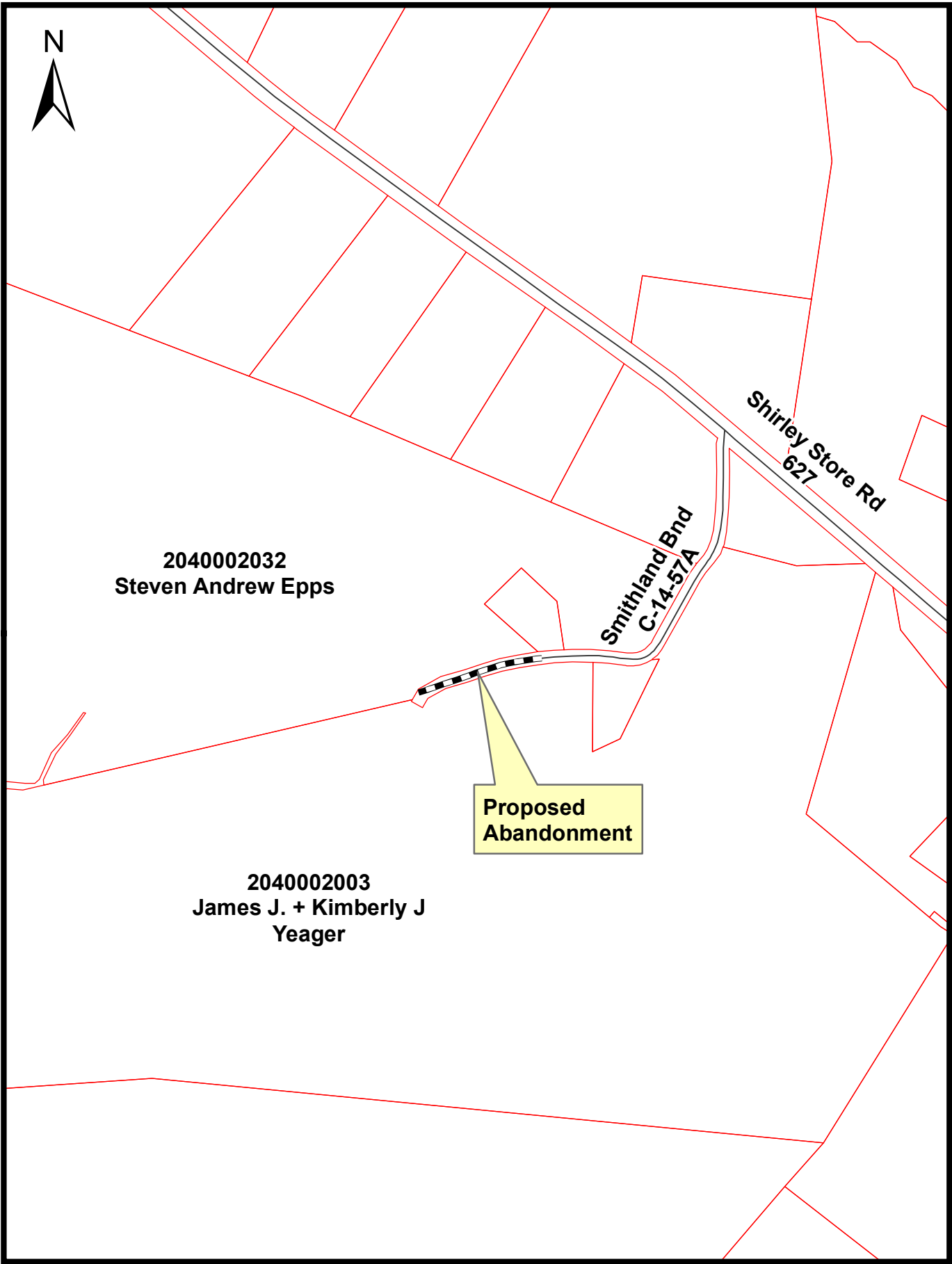
Tommy Dunn, Chairman
Anderson County Council

Janie L. Turmon, Assistant
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

Exhibit A





MEMORANDUM

ROADS AND BRIDGES DEPARTMENT

DATE: August 27, 2021

TO: Mr. Rusty Burns
County Administrator

FROM: Matt Hogan
Road and Bridges Manager

SUBJECT: Proposed abandonment of the end section of
Smithland Bend, C-14-57A

Council District Three

Please find attached information regarding the proposed abandonment of Smithland Bend. Property owners have requested abandonment to deter unsolicited traffic and activity.

A signed petition by the landowners is enclosed. Owners were provided a copy of Anderson County Ordinance regarding abandonment and closure of public roads policies and procedures and notified in writing of their responsibilities for obtaining legal title to the road if Council approves abandonment by resolution.

Notification signs were posted on the road on July 27, 2021. Signs were in place for 30 days on August 26, 2021.

Notification of the proposed abandonment was mailed to Emergency Service providers and Anderson School District Two Transportation Department. No response was received from either.

Our department has conducted a thorough investigation of this road.

- Public notification signs were posted for 30 days
- There were no inquiries
- Section of road is in general public use
- Road runs Smithland Bend to dead end
- The asphalt surface treat
- Road is 401 linear feet and 12 feet wide
- Prescriptive right-of-way
- Average Daily Traffic Count is 0 (zero) cars per day

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 DEPARTMENT NAME | PAGE 2

With the information provided, I recommend Anderson County abandon interest in this section of Smithland Bend.

Photographs and location map are enclosed for your convenience.

Enclosures

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Tom Allen
Council District 4

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Ray Graham
V. Chairman, District 3

Gracie Floyd
Council District 2

Ken Waters
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

RESOLUTION NO. 2021-041

result in the additional investment of an expected Fifty Million Dollars (\$50,000,000) in the County, which would be subject to the fee-in-lieu-of-tax addressed by this Agreement, (collectively, the “Project”), all within the meaning of the Act, and is contemplating the creation of up to 135 new, full-time jobs as part of the Project, during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (which beginning date will comply with the Act) and ending five (5) years after the last day of the Company’s property tax year during which the Project is first placed in service (the “Initial Investment Period”); and

WHEREAS, the Company has in place an existing negotiated fee in lieu of tax agreement with the County, the investment period for which will expire before Project Woodmont is completed and totally placed in service; and

WHEREAS, the County has determined that the Project would be aided by the availability of the assistance which the County might render through (1) entering into a new negotiated fee-in-lieu of tax agreement (“Fee Agreement”) with the Company with respect to the Project, under and pursuant to the Act; (2) the inclusion of the Project in a joint-county industrial and business park which is either already in existence, or to be created by the County (the “Park” or the “Joint-County Park”); (3) the granting by the County to the Company of certain infrastructure credits, pursuant to Section 4-1-175 of the Code and other applicable provisions of the Act, to partially reimburse the Company for economic development infrastructure serving the County and (4) the commitment by the County to extend the Initial Investment Period for an additional five (5) years for investments in excess of the contractual minimum investment requirement (as described in the attached Inducement Agreement) (the “Extended Investment Period”); and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

WHEREAS, the County has given due consideration to the economic development impact of the Project, has found that the Project and the payments-in-lieu-of-taxes would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality, or a pledge of or charge against the full faith, general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development and welfare, creation of jobs, promotion of tourism, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and, has agreed to effect the issuance, execution and delivery of an Inducement Agreement, pursuant to this Resolution of the County Council, and on the terms and conditions hereafter set forth:

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

Section 1. Pursuant to the authority given to the County Council by the Code of Laws of South Carolina, 1976, as amended and the Constitution of the State of South Carolina, and subject to enactment of subsequently required legislative authorizations by appropriate governing bodies and approval by appropriate authorizing agencies, and for the purpose of authorizing the drafting, creation,

and execution of development incentives and associated agreements and documents for the Project, there is hereby authorized to be executed an inducement agreement between the County and the Company pertaining to the Project involving development by the Company of certain facilities in Anderson County, South Carolina (the "Inducement Agreement") involving investment of an expected total of Fifty Million Dollars (\$50 Million) in the Project and the creation of an expected One Hundred Thirty Five (135) new jobs, on or before the end of the Initial Investment Period.

Section 2. The provisions, terms, and conditions of the Fee Agreement(s), under and pursuant to the Act, by and between the County and the Company, as required by the Inducement Agreement, shall be prescribed and authorized by subsequent Ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution and the Inducement Agreement.

Section 3. The provisions, terms, and conditions of a Joint-County Industrial and Business Park Agreement by and between the County and one or more contiguous counties, which such Park is either already existing or to be created by subsequent Ordinance or amendment of an existing Ordinance of the County Council, and which such Park shall include the Project shall be, to the extent not prohibited by law, consistent with the terms of this Resolution and the Inducement Agreement. If the Project is already within a Joint-County Industrial and Business Park, this commitment of the County shall be deemed to have been met. If the Project is to be within a Joint-County Industrial and Business Park to be created, or one which must be extended to provide the benefits described herein, the County shall, at the Company's sole expense, use its best efforts and endeavor to work with one or more contiguous counties to develop such Park and to maintain the Project site in accordance with the terms of this Resolution and the Inducement Agreement.

Section 4. The provisions, terms, and conditions of an Infrastructure Financing Agreement, granting the Company fifty percent (50%) credit against FILOT payments for the Project in the Park (all as defined herein), for the first ten (10) years that such payments are made, and a Forty Percent (40%) such credit for tax years 11 – 15 of FILOT payments for the Project in the Park will be authorized by subsequent ordinance(s) of the County and shall be, to the extent not prohibited by law, consistent with the terms of this Resolution and Inducement Agreement. In the Infrastructure Financing Agreement or infrastructure financing terms of the negotiated fee in lieu of tax agreement (as defined herein), the Company will agree, among other things, not to claim total or partial abatement of ad valorem property taxes as to any property for which an Infrastructure Credit is given.

Section 5. The County does hereby pre-approve, approve and consent to a five (5) year extension to the initial five (5) year investment period set forth in the Act for the Project, provided the Company's total investment in the Project at the end of the Initial Investment Period equals at least the contractually required investment, as stated herein. Accordingly, to the extent the Company makes the contractually required investment in the Project during the Initial Investment Period, the Company shall be entitled to make FILOT payments in the manner described above for those Phases of the Project placed in service within ten (10) years from the end of the Company's property tax year in which the County and the Company execute the Fee Agreement. The amounts of such payments shall be determined by using a fixed assessment ratio of 6.0%, a fixed millage rate, for all taxing entities within whose taxing jurisdiction the Project falls, of the millage rate in effect at the Project site(s) on June 30, 2021, or the millage rate in effect at the

Project site(s) on June 30, 2020, whichever is lower, and the fair market value of Project property (which value is subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended. Said FILOT payments shall continue for 30 years from the date each phase of the Project is placed in service. Such pre-approval, approval and consent to the extension for the investment period for the Project agreement with the County will be authorized by subsequent Ordinance(s) of the County authorizing the execution and delivery of the Fee Agreement(s).

Section 6. The County's execution of the Inducement Agreement, the Fee Agreement(s), the Infrastructure Financing Agreement or infrastructure financing terms of the Fee Agreement, or any other agreements related hereto is conditioned upon the Company's agreement to: (a) indemnify and save the County, including the members of the governing body of the County, and the employees, officers and agents of the County (herein collectively referred to as the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or Company arising from the conduct or management of, or from any work or thing done on the Project during the term of the Fee Agreement(s); (b) indemnify and save the Indemnified Parties harmless against and from all claims arising during the term of any agreement between the County and the Company with respect to the Project from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Fee Agreement or the Infrastructure Financing Agreement or the Lease Agreement, if applicable, (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, related to the Project, (iv) any act of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, related to the Project, or (v) any environmental violation, condition, or effect on, about or caused by the Project; and (c) indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from an Indemnified Party, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County. Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of this resolution, the Inducement Agreement, the Fee Agreement, or the undertakings required of the County hereunder, by reason of the execution of the Inducement Agreement, by reason of the performance of any act requested of it by the Company, or the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or Company, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County. These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

Section 7. Neither the Project nor the economic development incentive contemplated

herein shall give rise to any pecuniary liability on the part of the County or be deemed a pledge of, or a charge against, the full faith, general credit or taxing power of the County.

Section 8. Notwithstanding any other provisions herein, the County agrees to execute the Inducement Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and the County agrees to execute the Inducement Agreement in reliance upon representations by the Company that such document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

Section 9. The Chairman of County Council and the County Administrator are hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the County Administrator is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company. The Inducement Agreement is to be in the form presented to Council with this resolution, or with such changes and revisions thereto as shall not be materially adverse to the County and as shall be approved by the party signing on behalf of the County, upon advice of counsel, that party's signature on such Inducement Agreement constituting approval of all such revisions to the Inducement Agreement.

Section 10. The authorization of the execution and delivery of the Lease Agreement(s) or Fee Agreement(s) or Infrastructure Financing Agreement and the other documents or obligations of the County required by the Inducement Agreement is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 11. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Done in meeting duly assembled this 7th_ day of _September_, 2021.

ANDERSON COUNTY COUNCIL:

Tommy Dunn, Chairman

ATTEST:

Rusty Burns, Administrator
Anderson County Council
Anderson County, South Carolina

Lacey Croegaert, Clerk
Anderson County Council
Anderson County, South Carolina

Approved as to form:

Leon Harmon, County Attorney

INDUCEMENT AGREEMENT AND MILLAGE RATE AGREEMENT

THIS INDUCEMENT AGREEMENT AND MILLAGE RATE AGREEMENT (the “Agreement”) dated as of September 21_____, 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 Woodmont, a North Carolina limited liability company (the “LLC”), along with one or more Sponsor Affiliates (together with the LLC, collectively referred to herein as the “Company” or “Project Woodmont”).

W I T N E S S E T H:

ARTICLE I. **RECITATION OF FACTS**

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

a. The County, acting by and through its County Council (the “County Council”) is authorized and empowered under and pursuant to the provisions of the Code of Laws of the State of South Carolina, 1976, as amended (the “Code”), including, without limitation, Titles 4 and 12, including, particularly, Chapter 44 of Title 12 of the Code (collectively, the “Act”), and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective developers as inducements for economic development within the County; to acquire, or cause to be acquired, properties (which such properties constitute “projects” as defined in the Act) and to enter into agreements with any business to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial and business development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, tourism or other public benefits not otherwise provided locally.

b. The County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the “Joint-County Industrial and Business Park Act”), to enter into agreements with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks.

c. The Company is considering acquiring by construction or purchase certain land, buildings, furnishings, fixtures, machinery, apparatus, and equipment, for the expansion of a manufacturing facility in the County (the “Project”), which will result in the investment of an expected Fifty Million Dollars (\$50,000,000) (the “Minimum Contractual

Investment”)in new investment in the County, all of which would be subject to the fee-in-lieu-of-tax addressed by this Agreement, all within the meaning of the Act, and the creation of an expected One Hundred Thirty Five (135) new, full-time jobs (the Minimum Contractual Job Creation)(added to the 719 retained and maintained jobs, for a total of 854 jobs), during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired (expected to be in 2021 or 2022) and ending five (5) years after the last day of the property tax year during which the Project is first placed in service (expected to be in 2021 or 2022)(the “Initial Investment Period”).(the Company operates on a 52-53 week fiscal year with the fiscal year ending on the Saturday closest to September 30. For 2021, the fiscal year end is October 2).

d. The County has determined that the Project would be aided by the availability of the assistance which the County might render through (1) the acquisition of the Project from the Company and the leasing of the Project to the Company pursuant to one or more lease agreements (each a “Lease Agreement”) or, alternatively, entering into a fee-in-lieu of tax agreement (“Fee Agreement”) with the Company with respect to the Project, under and pursuant to the Act (notwithstanding any other provision hereof, or of the Inducement Agreement authorized hereby, it is understood and agreed between the County and the Company that the possible use of a Lease Agreement to document and implement the new fee-in-lieu-of-tax arrangement for the Project, as described herein, refers to and would become applicable only in the event that a court of competent jurisdiction rules the provisions of Chapter 44 of Title 12 of the Code unconstitutional, invalid, or otherwise unenforceable); (2) the incentive of a negotiated fee -in-lieu of *ad valorem* taxes (a “FILOT”) as authorized by the Act; (3) the inclusion of the Project and the other real and personal property of the Company located at the Project site(s) in the County, in a joint-county industrial and business park which is either already in existence, or to be created by the County (the “Park” or the “Multi-County Industrial and Business Park” or “MCIP”); (4) the granting by the County to the Company of certain infrastructure credits, pursuant to Section 4-1-175 of the Code and other applicable provisions of the Act, to partially reimburse the Company for economic development infrastructure serving the County; and (5) the commitment by the County to certain other economic development incentives as an inducement to the Company to locate the Project in the County including, without limitation, the extension of the Initial Investment Period for an additional five (5) years (the “Extended Investment Period”) for investments in the Project if the Company has invested at least Fifty Million Dollars (\$50,000,000)in the Project by the end of the Initial Investment Period; and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County.

e. The County has given due consideration to the economic development impact of the Project, has found that the Project and the payments-in-lieu-of-taxes would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality, or a charge against the general credit or taxing power of either;

and, that the purposes to be accomplished by the Project, i.e., economic development and welfare, creation of jobs, promotion of tourism, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the cost; and, has agreed to effect the issuance, execution and delivery of an Inducement Agreement, pursuant to this Resolution of the County Council, and on the terms and conditions hereafter set forth.

f. Notwithstanding any other provisions, the County is executing this Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Agreement in reliance upon representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

ARTICLE II.

UNDERTAKINGS ON THE PART OF THE COUNTY.

The County agrees as follows:

Section 2.1. The County agrees, if same is required, to enter into or amend a joint-county industrial and business park agreement (a “Park Agreement”) with one or more other contiguous counties to create or expand a Park, pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170 of the Code, to continue to include the Project and the other property of the Company located at the Company’s site(s) within the County within such a Park, and to undertake and execute those procedures and documents necessary for the creation or expansion of such Park, and to keep the Project site(s) in such Park or any other Park of the County during the term of the incentives provided in this Agreement or subsequent ordinance(s) or agreement(s). Further, the County shall use its best efforts and endeavor to work with one or more contiguous counties (and, to the extent the Project site(s) is located within the corporate limits of a municipality, will work with such municipality) to establish such Park in accordance with the terms of this Agreement, and, in any event, to keep the Project site(s) as part of such Park or any other Park of the County throughout the term of the incentives provided in this Agreement or subsequent ordinance(s) or agreement(s).

Section 2.2. The County agrees to enter into and execute one or more Lease Agreements or a Fee Agreement and other necessary documents and actions incidental thereto, for portions of the Project under and pursuant to the Act, at the Company’s sole option, with the Company investing an expected Fifty Million Dollars (\$50,000,000) and creating at least One Hundred Thirty Five (135) new, full-time jobs (the Minimum Contractual Job Creation)(added to the 719 retained and maintained jobs, for a total of 854 jobs), paying \$19.04 average per hour (unburdened wage))in the Project on or before the end of the Initial Investment Period.

The County, subject to the limits set forth herein, will: (1) if the Company chooses to utilize one or more Lease Agreements, accept title from and lease to the Company each annual capital

investment (“Phase”) of the Project on or before the date it is placed in service; or (2) if the Company chooses to utilize a Fee Agreement, enter into such Fee Agreement which shall apply to each Phase of the Project as it is placed in service. The new equipment and/or other personal property for the Project will be purchased and installed by the Company on the sites now owned or hereafter acquired by the Company in the County. In the case of a Lease Agreement, such Lease Agreement will contain suitable provisions for acquisition of the entire project or any Phase or part thereof by the Company for the consideration of One Dollar (\$1) at the completion or earlier termination of the Lease Agreement if all terms and provisions of the Lease Agreement have been met. In the case of a Fee Agreement, such Fee Agreement will contain suitable provisions for the Company to terminate the Fee Agreement if all terms and provisions of the Fee Agreement have been met.

The Lease Agreement(s) or Fee Agreement will be delivered at such times and upon such mutually acceptable terms as the County and the Company shall agree. The terms and provisions of the Lease Agreement(s) or Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act, as agreed upon by the County and the Company. Such Lease Agreement(s) or Fee Agreement shall contain, in substance, the following provisions:

- (a) The term of the Lease Agreement(s) or Fee Agreement will coincide with the maximum term of the negotiated FILOT pursuant to the Act.
- (b) In the case of a Lease Agreement, the “Basic Rent” payable under the Lease Agreement, not including any fee-in-lieu-of *ad valorem* tax payments or any “Additional Rent”, will be in the amount of One Dollar (\$1) per year.
- (c) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company, and will carry public liability insurance covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks. If the Company is required to utilize a Lease Agreement, as described herein, the Company will provide insurance coverage for the Project in the types and amounts acceptable to the County, whose approval thereof will not be unreasonably withheld.
- (d) In the performance of the Lease Agreement(s) or Fee Agreement, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Lease Agreement(s), Fee Agreement or the Joint-County Park and, under certain circumstances, insurance proceeds and condemnation awards.
- (e) The Lease Agreement(s) or Fee Agreement shall contain a provision requiring the Company to make FILOT payments. Pursuant to the Act, for each Phase of the Project, such payments shall continue for a period of up to thirty (30) years from the date each such Phase of

the Project is placed in service. The County hereby agrees to a five (5) year extension to the Initial Investment Period, provided the Company's total investment in the Project at the end of the Initial Investment Period equals at least the Minimum Contractual Investment and the Company has met the Minimum Contractual Jobs Creation in the Project. Accordingly, to the extent the Company invests at least the Fifty Million Dollars and creates the One Hundred Thirty Five (135) new, full-time jobs in the Project during the Initial Investment Period, the Company shall be entitled to make FILOT payments in the manner described above for those Phases of the Project placed in service within ten (10) years from the end of the property tax year in which the County and the Company execute the initial Lease Agreement or Fee Agreement. The amounts of such payments shall be determined by using a fixed assessment ratio of 6.0%, a fixed millage rate, for all taxing entities within whose taxing jurisdiction the Project falls, of the millage rate for the Project site(s) on June 30, 2020, which the parties hereto believe to be 326.3 mils, and the fair market value (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.

(f) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to FILOT payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property, subject to the Minimum Contractual Investment and an absolute requirement to maintain not less than Two and One-Half Million Dollars (\$2,500,000), in undepreciated investment value, in non-exempt (i.e., subject to the FILOT) investment in the Project in the Park, at all times after the Initial Investment Period.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold or it is removed from the Project. If the property is removed from the Project it becomes subject to *ad valorem* property taxes to the extent the property remains in the State.

(g) The Lease Agreement(s) or Fee Agreement shall provide that any property which is placed in service as a replacement for property which is subject to the FILOT may become part of the fee payment as provided in this item, subject in all events to the related provisions of the Act:

(1) Replacement property does not have to serve the same function as the property it is replacing. Replacement property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the replacement property is placed in service. Replacement property qualifies for fee treatment only up to the original income tax basis of fee property it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the replacement property exceeds the original income tax basis of the property which it is replacing, the excess amount will be subject to payments at the level of normal *ad valorem* taxes. Replacement property will be entitled to the fee payment for the period of time remaining on the fee period for the property which it is replacing; provided, however, that where a single piece of property replaces two or more pieces of property, the fee period must be measured from the earliest of the dates on which the replaced pieces of property were placed in service.

(2) The new replacement property which qualifies for the fee will be recorded using its income tax basis and the fee calculated using the millage rate and assessment ratio provided for the original fee property. In the case of a Lease Agreement, the fee payment for replacement property must be based on sections 4-12-30(D)(2)(a) or (D)(2)(b) of the Code, if the Company originally used such method.

(3) In the case of a Lease Agreement, in order to qualify as replacement property, title to the replacement property must be held by the County.

(h) The provisions, terms, and conditions of an Infrastructure Financing Agreement, or infrastructure financing terms in the Fee Agreement, granting the Company a fifty percent (50%) special source revenue credit (the “SSRC”) against FILOT payments for the Project in the MCIP (all as defined herein), for the first ten (10) years that such payments are made, and a forty percent (40%) SSRC against such FILOT payments for the Project in the MCIP for years 11-15 of such payments, will be authorized by subsequent ordinance(s) of the County and shall be, to the extent not prohibited by law, consistent with the terms of this Resolution and the Inducement Agreement. Should the Company not achieve the investment or job creation requirements, or both, stated in Section 3.3(e) hereof by the end of the fifth (5th) year following the end of the first year in which Project Property is placed in service, the SSRCs described in this Section 2.2(h) will be reduced to thirty percent (30%). However, should the investment and jobs creation requirements of Section 3.3(e) subsequently be met by the Company by the end of the seventh (7th) year following the end of the first year in which Project Property is placed in service, the credits described herein will be reinstated for the duration of the credits – but no credit already lost/forfeited will be reimbursed. The Company operates on a 52-53 week fiscal year with the fiscal year ending on the Saturday closest to September 30. For 2021, the fiscal year end is October 2. As provided in Section 4-29-68(A)(2)(ii) of the Code, to the extent any SSRC is used for reimbursement for economic development infrastructure that is personal property, and the personal property is removed from the Project at any time during the term of the Infrastructure Financing Agreement or infrastructure terms in the 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.

Section 2.3. The County hereby permits the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Lease Agreement(s) or Fee Agreement. Contracts for construction and for purchase of machinery, equipment and related real and personal property deemed necessary under the Lease Agreement(s) or Fee Agreement may be let by the Company.

Section 2.4. The County Council agrees that this is a Millage Rate Agreement providing the Company with an initial millage rate for all taxing entities within whose taxing jurisdiction the Project site falls of the millage rate for the Project site(s) on June 30, 2020 or June 30, 2021, whichever is lesser, and which Millage Rate Agreement shall be carried over to and become a part of the separate Ordinance authorizing the Lease Agreement(s) or Fee Agreement to be executed and delivered by and between the County and the Company pursuant to the Act

Section 2.5. As a result of the inclusion of the Project in the Park and the execution of one or more Lease Agreements or a Fee Agreement and Infrastructure Financing Agreement, the Company will pay a FILOT equal to the amount of property taxes otherwise due at any given point in time, based on the computation and terms contained in Section 2.2(e) and (h), hereof, and the County and the Company will enter into the Lease Agreement(s) or Fee Agreement consistent with the terms and provisions of the Act, as amended, and this Agreement. The County and the Company will enter into such further agreements as may be reasonably necessary to enter into the Lease Agreement(s) or Fee Agreement or Infrastructure Financing Agreement or terms required as a part of this Agreement. The Lease Agreement(s) or Fee Agreement will, among other things, authorize the Company to terminate the Lease Agreement(s) or Fee Agreement and obtain full title to the Project at any time and for any reason, at the Company's sole discretion, upon the full payment of any amounts due by the Company to the County with respect to the Project and the Company's satisfaction of all other Project-specific obligations to the County existing as of such date.

Section 2.6. Subject to the requirements of the Home Rule Act, the County will perform such other acts and will in good faith commence necessary ordinance proceedings as may be required to faithfully implement this Agreement and to authorize the FILOT Agreement or Lease Agreement, and Infrastructure Financing Agreement, and to assist, in good faith and with all reasonable diligence, with the successful completion of the Project by the Company, and to use its best good faith efforts to assist the Company in the pursuit and receipt of all other available assistance for the inducement and completion of this Project, including any such assistance which may be available from the Federal or State government, if any.

ARTICLE III. **UNDERTAKINGS ON THE PART OF THE COMPANY**

Section 3.1. The Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction, and carrying out of the Project and be entitled to subject the constructed or acquired property to the Lease Agreement(s) or Fee Agreement, to the extent permitted by law.

Section 3.2. The County will have no obligation to assist in finding a funding source for the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project and the costs of the FILOT transaction.

Section 3.3. If the plan proceeds as contemplated, the Company further agrees as follows:

- (a) To develop, construct, and operate, or cause to be developed, constructed, and operated, the Project and to enter into one or more Lease Agreements or a Fee Agreement pursuant to the Act and this Agreement;
- (b) To obligate itself to make the FILOT payments required by the Act at rates calculated in accordance with Section 2.2 hereof;

- (c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;
- (d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental entities in connection with the acquisition, construction, operation and use of the equipment for the Project;
- (e) To invest an expected Fifty Million Dollars (\$50 Million) in the Project and to create an expected One Hundred Thirty Five (135) new, full-time jobs at the Project, on or before the end of the Initial Investment Period. Should the Company not invest at least Fifty Million Dollars (\$50 Million) on the Project and create at least One Hundred Thirty Five (135) new, full-time jobs at the Project by the end of the fifth (5th) year following the year in which the first Project property is placed in service (expected to be 2021), then the SSRCs discussed in Section 2.2(h) will be reduced to Thirty Percent (30%), but all of the credits will be subject to reinstatement, as described in Section 2.2(h).
- (f) To pay the County's ordinary and reasonable actual fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement, the Lease Agreement, the Infrastructure Financing Agreement, this Agreement and any other legal agreements or related procedural documents that may be necessary in connection herewith. Absent extraordinary circumstances, such fee shall not exceed Five Thousand Dollars (\$5,000).

Section 3.4. The Company further agrees as follows:

The Company shall and agrees to indemnify and save the County, including the members of the governing body of the County, and the employees, officers and agents of the County (herein collectively referred to as the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or company arising from the conduct or management of, or from any work or thing done on the Project and the Company shall further indemnify and save the Indemnified Parties harmless against and from all claims arising from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Fee Agreement or the Lease Agreement, (iii) any act of negligence of the Company or any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, or (v) any environmental violation, condition, or effect. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses, including, without limitation, the County's ordinary and reasonable actual attorneys fees, incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from an Indemnified Party, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County, whose approval of such counsel will not unreasonably be withheld.

Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of this Agreement, the Fee Agreement or the Lease Agreement, or the undertakings required of the County hereunder, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the County's ownership of the Project or the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or Company, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County, whose approval of such counsel will not unreasonably be withheld..

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

ARTICLE IV **GENERAL PROVISIONS**

Section 4.1. Notwithstanding anything in this Agreement to the contrary, all commitments of the County under Article II hereof are subject to (1) all of the provisions of the Code, the Act and the South Carolina Home Rule Act, including, without limitation, the understanding that the Company must qualify for the fee-in-lieu of tax treatment, in accordance with and as required by the terms of South Carolina law, (2) the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers, and (3) procedural compliance for enactment by the County and, in the case of the Park, the partner county, of all further acts, legislation, and ordinances required or envisioned by this Agreement.

Section 4.2. The Company and the County agree to execute such other documents containing commercially reasonable terms as are required to effectuate and carry out the terms, provisions, and requirements of this Agreement, the Resolution to which it is attached, and the documents referred to in this Agreement and the Resolution. Pursuant to Section 4-12-45(C) and Section 12-44-55(B) of the Code, the Company and the County agree that no recapitulation information (as set forth in Section 4-12-45(A) and Section 12-44-55(A) of the Code) is required to be provided by either the Company or the County in this Agreement, or in any subsequent Lease Agreement(s) or Fee Agreement, to the extent that, and so long as the Company makes all returns required by the Act and provides copies thereof to the County within sixty (60) days of filing such report with the State. The Company shall file a copy of the South Carolina Department of Revenue form PT-443 with the County after execution of this Agreement and after the execution of a Fee Agreement or Lease Agreement by the County and the Company.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company within one (1) year after execution and delivery by the County, or if any phase of the Project, once this Agreement is executed by all parties, is abandoned permanently (work has not meaningfully progressed for twelve (12) months or longer) by the Company for any reason other than fault or negligence of the County, the provisions of this Agreement shall be cancelled as to any incomplete or unfinished phase(s), only, and no party shall have any rights against any other under this Agreement and no third parties shall have any rights against any party under this Agreement as to such incomplete phase(s) except:

- (a) The County will convey to the Company any title it may have acquired to such incomplete phase(s) of the Project, to the extent of its ownership therein, if any;
- (b) The Company will pay the County for all expenses which have been authorized by the Company in writing and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project;
- (c) The Company will pay the reasonable out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the execution of this Agreement or the Fee Agreement or Lease Agreement(s), and will pay fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement or Lease Agreement(s), the Infrastructure Financing Agreement, this Agreement, and any other legal agreements or related procedural documents that may be necessary in connection herewith or therewith, all to the extent as limited herein.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project or with any given phase of the Project, in which event this Agreement shall be cancelled as to any and all incomplete or unfinished phase(s), only, and, subject to parties' obligations described in Section 4.3, no party shall have any further rights under this Agreement against any other, and no third party shall have any rights against any party under this Agreement as to such incomplete phase(s).

Section 4.5. To the maximum extent allowable under the Code, the Company may assign (including, without limitation, absolute, collateral, and other legal and equitable assignments of whatever form, type, or name) all or a part of its rights and/or obligations under this Agreement, the Lease Agreement(s) or Fee Agreement, or any other agreement related hereto or thereto, to one or more other entities, at the Company's sole discretion, so long as such assignee is qualified under the Code to assume such rights and/or obligations and so long as such assignee assumes all responsibilities and obligations of the Company and, upon the consent of the County, which consent will not unreasonably be withheld, without adversely affecting the benefits to the Company or assignees pursuant to any such agreement or the Act, and this Agreement shall inure to the benefit of and bind the successors and permitted assigns hereunder. Further, the Company may add one or more Sponsors or Sponsor Affiliates (as defined in the Act) to this Agreement, the Lease Agreement, or the Fee Agreement, pursuant to and in accordance with the Act, at any time. At the current time, the Company intends to add one such Sponsor Affiliate at the outset. Such addition of one or more Sponsors or Sponsor Affiliates later will be authorized in the Lease

Agreement or Fee Agreement and the respective enabling ordinance of the County, which will authorize such addition, after the initial approval of the Lease Agreement or Fee Agreement, by subsequent resolution of the County and amendment of the Lease Agreement or Fee Agreement and acceptance of the terms of the Lease Agreement or Fee Agreement by the prospective Sponsor Affiliate by a form or forms mutually agreeable to the Parties hereto.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers. No amendment, modification, or termination of this Agreement, and no waiver of any provision or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof or thereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or any other legal entity relationship between the Company and the County.

Section 4.8. This Agreement constitutes the entire Agreement between the parties regarding the matters set forth herein. No amendment to this Agreement shall be effective unless reduced to writing, executed by both parties, and approved by appropriate legal process. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina. This Agreement and the Resolution which authorized it are intended by the County to constitute both a millage rate agreement, in accordance with the Act, and an “Inducement Resolution” with respect to the Project, including any 2021 investment at the Project which is not placed in service in 2021, within the full meaning of the Act, including, without limitation, Sections 12-44-40 and 12-44-110 of the Act.

Section 4.9 This Agreement may be executed in counterparts, and such counterparts taken together shall be deemed to be one and the same agreement.

[The remainder of this page left blank intentionally]

IN WITNESS THEREOF, the undersigned has executed this Agreement as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Council Chairman,
Anderson County Council

ATTEST:

By: _____
Lacey Croegaert, Clerk,
Anderson County Council

APPROVED AS TO FORM:

Leon Harmon, County Attorney

IN WITNESS THEREOF, the undersigned has executed this Agreement as of the date first above written.

PROJECT WOODMONT

By:_____

Name:_____

Its:_____



**ANDERSON
COUNTY**
SOUTH CAROLINA

Jacky Hunter
County Auditor

August 06, 2021

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

Dear Mr. Dunn,


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

1. The tax levy for the Anderson County Council for the 2021 Tax Year.
2. An original signed copy of the certification below, which states that the Anderson County Council levy is in compliance with South Carolina Code Section 12-43-285.

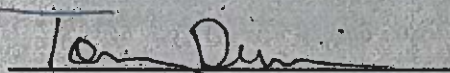
For your convenience, I am enclosing a copy of the above reference code. Please return this information to the Auditor's Office no later than September 10, 2021.

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

Sincerely,


Jacky Hunter
Anderson County Auditor
JH/klrp

I, Tommy Dunn; Chairman, Anderson County Council, on behalf of the Anderson County Council, do hereby certify to Jacky Hunter, Anderson County Auditor, that the 2021 Tax Levy is in compliance with the laws limiting the millage rate imposed by that political subdivision pursuant to *South Carolina Code Section 12-43-285*.


Tommy Dunn, Chairman
Anderson County Council

8-16-2021
Date

Enclosure

Cc: Mr. Rusty Burns, Administrator

Post Office Box 8002 • Anderson, S.C. 29622-8002 • (864) 260-4027 • (864) 260-4206 fax

www.andersoncountysc.org

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

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

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

ANDERSON COUNTY TAX LEVIES – TAX YEAR 2021

These 2021 tax levies support the County's FY 21-22 Budget as approved by County Council:

	<u>FY 22</u>
General Fund	.0652
Library	.0069
Capital Projects Reserve Fund	.0038
County-wide EMS	.0066
Infrastructure Reserve Fund	<u>.0014</u>
Levies Needed to Meet Budget Approved by County Council	<u>.0839</u>

Also, County Council is responsible for setting the following levies, which are also included in the FY 21-22 Budget Ordinance:

Other Levies Approved by County Council:

	<u>FY 22</u>
Tri-County Technical College	.0031
Sewer	.0030



Recreation Fund Appropriations Form

Anderson County Council Clerk P. O. Box 8002 Anderson, SC 29622

Email: lacroegaert@andersoncountysc.org

Fax: 864-260-4356

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM: District 4

1. Name of entity requesting recreation fund appropriation:

Pendleton FARMERS Society

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$1500.00

3. The purpose for which the funds are being requested:

HAD to REPLACE AIR COMPRESSOR ON
SPRINKLER SYSTEM ON FARMERS HALL BUILDING
ON THE SQUARE IN PENDLETON S.C.

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.

5. Contact Person: GREG HART

Mailing Address: P.O. 255 Pendleton S.C. 29670

Phone Number: 864-617-3223

Email: GREGH@CHAMPION-TOOLING.COM

6. Statement as to whether the entity will be providing matching funds:

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

Signature

Print Name

Date

****WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:**

District Six (Jimmy Davis)
Mail/Email/Fax to:
Anderson County Council Clerk
Post Office Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
864-260-4356 (fax)

RECREATION FUND APPROPRIATIONS

Application Form

Effective July 1, 2011

1. Name of entity requesting recreation fund appropriations:

**Powdersville League of Athletic Youth (PLAY)-
-Diamond Sports**

2. Amount of Request:

\$1000.00

3. The purpose for which the funds are being requested:

PLAY-Diamond Sports uses this to help offset rentals from Greenville County.

4. Is the entity a non-profit Corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. **Yes (See attached.)**

5. Contact Person: **Josh Proffitt**

Mailing Address: **PO Box 51506, Piedmont, SC 29673**

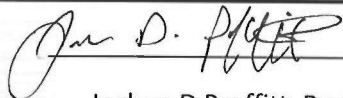
Telephone number: **864-607-8950**

6. Statement as to whether the entity will be providing matching funds:

PLAY does match the requested funds by doing various fundraising activities throughout the course of the year or through registration costs but cannot solely support itself without county support.

REQUIRED DOCUMENTATION MUST BE FURNISHED TO THE CLERK TO COUNTY COUNCIL CONCERNING THE MANNER IN WHICH THE FUNDS WERE ACTUALLY SPENT.

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.



08/13/2021

Joshua D Proffitt, President, PLAY

****WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:**

District Six (Jimmy Davis)

Mail/Email/Fax to:

Anderson County Council Clerk

Post Office Box 8002

Anderson, SC 29622

lacroegaert@andersoncountysc.org

864-260-4356 (fax)

RECREATION FUND APPROPRIATIONS

Application Form

Effective July 1, 2011

1. Name of entity requesting recreation fund appropriations:

Powdersville League of Athletic Youth (PLAY)

2. Amount of Request:

\$5000.00

3. The purpose for which the funds are being requested:

PLAY is requesting reimbursement for non-routine football field maintenance (Turf Top dressing), supplies, services, and irrigation repair. PLAY is also requesting reimbursement for non-county provided baseball/softball field rental.

4. Is the entity a non-profit Corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. **Yes (See attached.)**

5. Contact Person: **Josh Proffitt**

Mailing Address: **PO Box 51506, Piedmont, SC 29673**

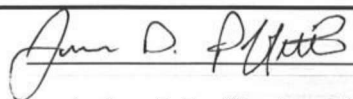
Telephone number: **864-607-8950**

6. Statement as to whether the entity will be providing matching funds:

PLAY does match the requested funds by doing various fundraising activities throughout the course of the year or through registration costs but cannot solely support itself without county support.

REQUIRED DOCUMENTATION MUST BE FURNISHED TO THE CLERK TO COUNTY COUNCIL CONCERNING THE MANNER IN WHICH THE FUNDS WERE ACTUALLY SPENT.

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

 08/13/2021

Joshua D Proffitt, President, PLAY



Department of the Treasury
Internal Revenue Service

SCGS Policy and Procedure Handbook

Section 6 C

CINCINNATI OH 45999-0038

In reply refer to: 0242137457
Mar. 24, 2008 LTR 147C E0
23-7348141 000000 00 000
00001764
BODC: TE

SOUTH CAROLINA GENEALOGICAL
SOCIETY INC
PO BOX 24526
COLUMBIA SC 29224-4526266



021157

Employer Identification Number: 23-7348141

Dear Taxpayer:

Thank you for the inquiry of Mar. 13, 2008.

This letter confirms that your Employer Identification Number (EIN) as shown on our records is 23-7348141 and your name as shown on our records is SOUTH CAROLINA GENEALOGICAL SOCIETY INC.

Please attach a copy of this letter to a copy of the "B" Notice you received and return both items to the payer(s) who requested verification of your EIN.

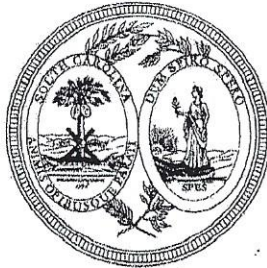
If you have any questions, please call us toll free at 1-800-829-0922.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number () _____ Hours _____

The State of South Carolina



Office of Secretary of State Mark Hammond

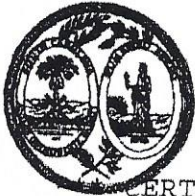
Certificate of Existence, Non-Profit Corporation

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

SOUTH CAROLINA GENEALOGICAL SOCIETY, INC. THE, a Non-Profit Corporation duly organized under the laws of the State of South Carolina on January 7th, 1971, has as of the date hereof filed as a non-profit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-31-1404 of the South Carolina code and that the non-profit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
23rd day of August, 2012,

Mark Hammond
Mark Hammond, Secretary of State



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
EXEMPTION CERTIFICATE

ST-9 (Rev. 9/9/03) 5011

**NOT VALID WHEN EXTENDED
TO CONSTRUCTION
CONTRACTORS THEIR
SUB-CONTRACTORS, OR
THEIR MATERIAL SUPPLY
MEN.**

- CERTIFICATE VALID ONLY IF ALL APPLY ***
- 1) PURCHASES WILL BE RESOLD
 - 2) PROCEEDS ARE USED FOR AN EXEMPT PURPOSE
 - 3) NO PROFIT WILL INURE TO ANY INDIVIDUAL

SC GENEALOGICAL SOCIETY INC THE
PO BOX 24526
COLUMBIA, SC 29224 4526

This certificate is issued in accordance with Section 12-36-2120 of Article 21, Section 12-36-120 of Article 1, Section 12-36-2510 of Article 25 of Chapter 36 of title 12, Section 58-25-80 of title 58, or Section 44-96-160(V)(1) of title 44 of the Code of Laws of South Carolina 1976, as amended.

CERTIFICATE ISSUED TO:
SOUTH CAROLINA GENEALOGICAL SOCIETY
2917 WOODWAY LANE
COLUMBIA, SC 29223
REISSUE CERTIFICATE

CERTIFICATE NUMBER 1468116-004
DATE ISSUED: 09/02/08
EXEMPTIONS: 48

NOTICE:

The numbers in parentheses, which are a part of your certificate number, have reference to the specific type(s) of exemptions granted by this certificate. **Should this property be diverted to a taxable use, liability for payment of the tax thereon rests with your company. In the event the nature of your operations changes, you should notify the Department of Revenue immediately as this could affect the validity of this certificate.**

SCHEDULE OF EXEMPTION UNDER SECTION 12-36-2120 of Article 21

- (7) Coal, or coke or other fuel sold to manufacturers, electric power companies, and transportation companies for:
 - (a) Use or consumption in the production of by-products;
 - (b) The generation of heat or power used in manufacturing tangible personal property for sale. For purposes of this item, 'manufacturer' or 'manufacturing' includes the activities of a processor;
 - (c) The generation of electric power or energy for use in manufacturing tangible personal property for sale; or
 - (d) The generation of motive power for transportation. For purposes of this item, 'manufacturing' includes the activities of mining and quarrying.
- (9) Supplies and machinery used by laundries, cleaning, dyeing, pressing or garment or other textile rental establishment in the direct performance of their primary function, but not sale of supplies and machinery used by coin-operated laundromats;
- (11) Wrapping paper, wrapping twine, paper bags and containers, used incident to the sale and delivery of tangible personal property;
- (12) Electricity use by cotton gins, manufacturers, miners, or quarriers to manufacture, mine, or quarry tangible personal property for sale. For purposes of this item, 'manufacturer' or 'manufacturing' includes the activities of processors.
- (13) Machines used in manufacturing, processing, recycling, compounding, mining, or quarrying tangible personal property for sale. 'Machines' include the parts of machines, attachments, and replacements used, or manufactured for use, on or in the operation of the machines and which (a) are necessary to the operation of the machines and are customarily so used, or (b) are necessary to comply with the order of an agency of the United States or this State for the prevention or abatement of pollution of air, water, or noise that is caused or threatened by any machine used as provided in this section. This exemption does not include automobiles or trucks. As used in this item 'recycling' means any process by which materials that otherwise would become solid waste are collected, separated, or processed and reused, or returned to use in the form of raw materials or products, including composting, for sale. In applying this exemption to machines used in recycling, the following percentage of the gross proceeds of sale, or sales price of, machines used in recycling are exempt from the taxes imposed by this chapter: Fiscal Year of Sale Percentage, Fiscal year 1997-98 fifty percent; after June 30, 1998, one hundred percent.

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: ALL

1. Name of entity requesting recreation fund appropriation:
Anderson County Chapter of the South Carolina Genealogical Society
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$2,000.00 to be split across all districts
3. The purpose for which the funds are being requested:
Scansnap book scanner with background pad and carrying case - \$650; laptop computer with bag - \$645; wide format printer (11x17) with initial ink cartridges- \$425; office chair _\$180; software- \$100.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? Ifso, please attach evidence of that good standing.
Yes; evidence attached
5. Contact Person: Howard T Burgess, President
Mailing Address: 110 Federal St., Anderson, SC 29625
Phone Number: (864) 540-8300 -- Cell: (864) 617-0635
Email: acgsresearch@gmail.com
6. Statement as to whether the entity will be providing matching funds:
No matching funds are available.

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

Signature: Howard T Burgess Print Name: Howard T Burgess Date: 08/31/2020



Recreation Fund Appropriations Form

Anderson County Council Clerk P. O. Box 8002 Anderson, SC 29622

Email: lacroegaert@andersoncountysc.org

Fax: 864-260-4356

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM: **ALL**

1. Name of entity requesting recreation fund appropriation: **Anderson Interfaith Ministries (AIM)**

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$1,000 each district for a total of \$7,000**

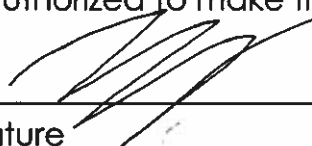
3. The purpose for which the funds are being requested: **The funds will be used to established a homeless fund in order to accommodate those in need of assistance in establishing residency.**

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
Yes _____

5. Contact Person: Kristi King-Brock, Executive Director _____
Mailing Address: 1202 South Murray Avenue
Phone Number: 864.226.2273
6. Statement as to whether the entity will be providing matching funds: Yes

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

Signature

 / Rusty Burns on behalf of AIM
Print Name

9.3.2021

Date

Anderson County Building & Codes
Monthly Activity Report
Aug-21

Total Number Permit Transactions:	845
New Single Family:	58
New Multi-Family:	7
Residential Additions/Upgrades:	22
Garages/Barns/Storage:	32
New Manufactured Homes:	16
New Commercial:	3
Commercial Upfits/Upgrades:	5
Courtesy Permits/Fees Waived:	3 (See Attached)

Inspection Activity:

Citizens Inquiries:	47 (Includes Updating Sub-Standard Cases)
<i>(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>	
Tall Grass Complaints (New and Follow Ups):	8
Number of Scheduled Building Inspections Performed (# of Site Visits):	1006
Courtesy, Site and Miscellaneous Inspections:	7
Manufactured Home Inspections:	92
Total Number of Inspections (Site Visits) for Department:	1160

Reviews/Misc. Activity:

Plans Reviewed:	115 (Includes preliminary consultations, resubmittals and solar)
Mech/Elec/Plumb Reviews:	47 (Includes residential solar)
New Derelict Manufactured Home Cases:	0
Hearings:	
Court Cases:	0

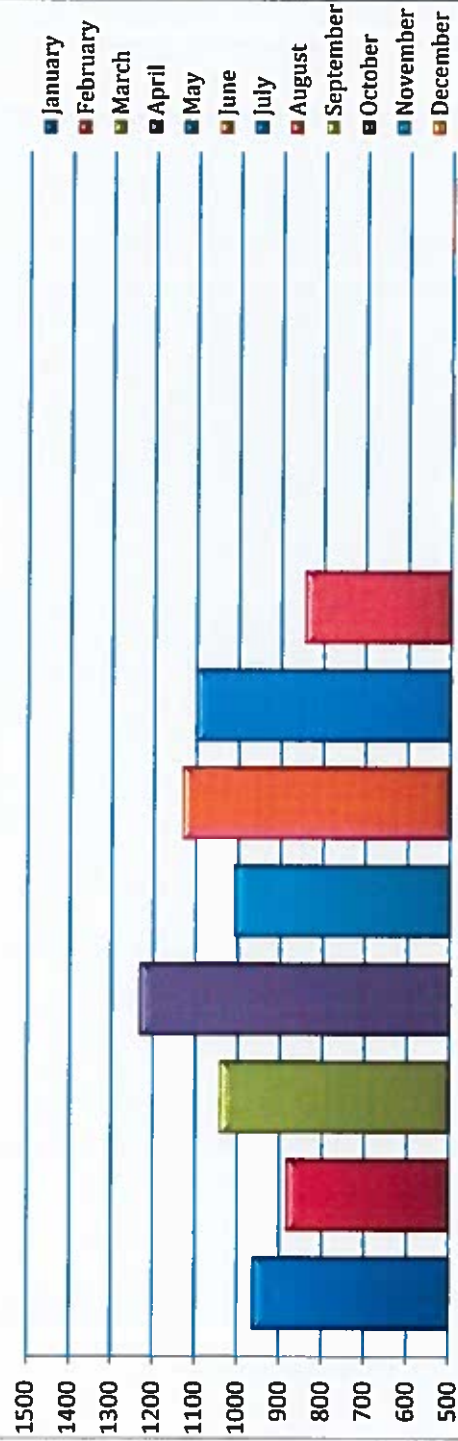
Revenue Collected:

Reinspection Fees Collected:	\$550.00
Plan Review Revenue:	\$28,868.30
Total Revenue For The Month:	\$148,535.90

Anderson County Building & Codes Permits Issued for 2021

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	229	308	142	155	76	7	12	34	963
February	223	277	130	138	62	6	11	37	884
March	268	309	135	144	98	17	11	62	1044
April	306	367	196	188	90	26	14	47	1234
May	237	305	144	151	93	19	13	46	1008
June	293	333	176	169	79	10	11	63	1134
July	270	327	158	156	93	22	14	61	1101
August	214	249	107	112	89	10	14	50	845
September									0
October									0
November									0
December									0
Total	2040	2475	1188	1213	680	117	100	400	8213

Permits Issued

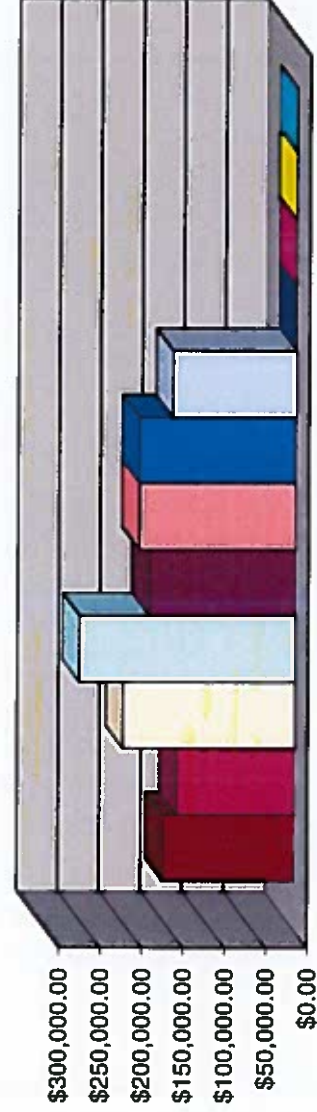


Anderson County Building & Codes

Permit Revenue for 2021

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$109,653.20	\$21,303.00	\$10,472.00	\$11,381.00	\$3,333.00	\$225.00	\$600.00	\$2,613.90	\$159,581.10
February	\$91,247.20	\$21,235.00	\$9,597.00	\$9,210.00	\$3,774.00	\$270.00	\$550.00	\$7,027.60	\$142,910.80
March	\$97,318.20	\$28,038.50	\$10,410.00	\$10,914.00	\$4,037.00	\$765.00	\$500.00	\$55,217.70	\$207,200.40
April	\$180,776.00	\$28,127.50	\$14,262.00	\$21,098.00	\$3,931.00	\$900.00	\$700.00	\$10,292.20	\$260,086.70
May	\$102,225.00	\$26,428.00	\$11,327.00	\$13,001.50	\$3,957.00	\$630.00	\$650.00	\$18,735.00	\$176,953.50
June	\$123,740.00	\$28,129.00	\$13,192.00	\$12,828.00	\$3,557.00	\$300.00	\$500.00	\$6,585.80	\$188,831.80
July	\$109,635.00	\$28,460.00	\$15,790.00	\$15,300.00	\$6,493.00	\$600.00	\$900.00	\$11,876.10	\$189,054.10
August	\$69,154.60	\$20,772.00	\$10,825.00	\$11,572.00	\$5,219.00	\$600.00	\$975.00	\$29,418.30	\$148,535.90
September									\$0.00
October									\$0.00
November									\$0.00
December									\$0.00
Total	\$883,749.20	\$202,493.00	\$95,875.00	\$105,304.50	\$34,301.00	\$4,290.00	\$5,375.00	\$141,766.60	\$1,473,154.30

Permit Revenue



- January
- February
- March
- April
- May
- June
- July
- August
- September
- October
- November
- December

F.W. DODGE BUILDING STATISTICS

Toll-Free Phone: 877-489-4092

Fax: 800-892-7470

**REPORT OF BUILDING OR
ZONING PERMITS ISSUED AND
LOCAL PUBLIC CONSTRUCTION**

For the month of:

Aug-21

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

If your building permit system has changed, mark (X) in the appropriate place below

- ☐ Discontinued issuing permits
☐ Merged with another system
☐ Split into two or more systems
☐ Annexed land areas
☐ Had other changes

PLEASE RETURN THE WEEK OF:

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

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-Family houses, detached <i>Exclude mobile homes</i>		101	58	58	\$14,176,181			
Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters		102	3		\$509,710			
Two-family buildings		103	4		\$641,120			
Three-and four-family buildings		104						
Five-or-more family buildings		105						
TOTAL: Sum of 101-105		109	65	58	\$15,327,011	0	0	\$0.00
Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>		213						
Other non-housekeeping shelter		214						
Section 3	NEW NONRESIDENTIAL BUILDINGS	Item	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
			(b)	(c)	(d)	(e)	(f)	(g)
Amusement, social, and recreational		318						
Churches and other religious		319						
Industrial		320						
Parking garages (buildings & open decked)		321						
Service stations and repair garages		322						
Hospitals and institutional		323						
Offices, banks, and professional		324						
Public works and utilities		325						
Schools and other educational		326						
Stores and customer services		327	3		\$501,500			
Other nonresidential buildings		328	23		\$804,587			
Structures other than buildings		329	15		\$797,477			
Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Residential - <i>Classify additions of garages and carports in Item 438</i>		434	22		\$746,678			
Nonresidential and non-housekeeping		437	5		\$325,726			
Additions of residential garages and carports <i>(attached and detached)</i>		438	9		\$372,760			
Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)		(e)	(f)	
Single-family houses (attached and detached)		645	3					
Two-family buildings		646						
Three-and four-family buildings		647						
Five-or-more family buildings		648						
All other buildings, structures or mobile homes		649	7					

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
MOD 702	COURTESY PERMIT/NO CHARGE			
202102687	8/09/2021	2,000.00	MEREDITH LARRY	DEMO OF MH 25444-001
202102721	8/11/2021	120,980.00	HABITAT FOR HUMANITY OF ANDERSON INC	SINGLE FAMILY DWELLING
202102892	8/27/2021	600.00	BELTON CITY OF	GAS GENERATOR BELTON FIRE

TOTALS:

3

123,580.00