



**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**Special Presentation Meeting**  
**Tuesday, February 1, 2022, at 6:00 p.m.**  
**Anderson County Civic Center**  
**3027 Martin Luther King, Jr. Boulevard**  
**Anderson, South Carolina**  
*Chairman Tommy Dunn, Presiding*

**1. CALL TO ORDER**

**2. RESOLUTIONS/PROCLAMATION:**

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

Hon. Jimmy Davis

**3. ADJOURNMENT**

**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**REGULAR MEETING**  
**Tuesday, February 1, 2022, at 6:30 p.m.**  
**Anderson County Civic Center**  
**3027 Martin Luther King, Jr. Boulevard**  
**Anderson, South Carolina**  
*Chairman Tommy Dunn, Presiding*

**1. CALL TO ORDER**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

Hon. Jimmy Davis

**3. APPROVAL OF MINUTES**

December 21, 2021  
minutes not received January 4, 2022, January 18, 2022

**4. CITIZENS COMMENTS**

Agenda Matters Only

**Tommy Dunn**  
Chairman, District Five

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

**Ray Graham**  
District Three

**M. Cindy Wilson**  
District Seven



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

**Glenn Davis**  
District Two

**Jimmy Davis**  
District Six

**Renee Watts**  
Clerk to Council

**Rusty Burns**  
County Administrator



**5. REPORT FROM PUBLIC SAFETY COMMITTEE MEETING HELD ON JANUARY 31, 2022**

- a. EMS Update
- b. Code Chapter 30 EMS amendments and franchise discussion

Mr. Ray Graham (allotted 10 minutes)

**6. ORDINANCE THIRD READING:**

- a. **2021-074-** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park to include certain property of Equinox Mill LLC; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2021-075-** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

- c. **2021-076-** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park to include certain property of Old Dominion Freight Line, Inc.; and other matters related thereto. [Project Greenlight] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

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

Mr. Burriss Nelson (allotted 5 minutes)

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

Mr. Rusty Burns (allotted 5 minutes)

**7. ORDINANCE SECOND READING:**

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

Mr. Burriss Nelson (allotted 5 minutes)

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

Mr. Tommy Dunn (allotted 5 minutes)



**8. FIRST READING:**

- a. **2022-005-** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park to include certain property of Lollis Metals, Inc.; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2022-006-** An Ordinance to amend sections 38-172 and 38-174 of the Anderson County, South Carolina, Code of Ordinances so as to require Planning Commission approval for certain dwelling units; and other matters related thereto.

Ms. Alesia Hunter (allotted 5 minutes)

**9. RESOLUTIONS:**

- a. **R2022-005-** A Resolution to approve an authorization agreement between Renewable Water Resources and Anderson County to provide for sewer service to certain areas south of South Carolina Highway 8 in the vicinity of its intersection with I-85; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

**10. BID APPROVAL:**

- a. Bid #22-019 Great Lawn Park Project
- b. Bid #22-032 The 1428 BLDG. Re-Roof
- c. Bid #22-033 Bradley Road Interceptor
- d. Bid #22-034 Five Mile Phase
- e. Bid #22-035 ASEC Paver Replacement
- f. Bid #22-036 ASEC Landscaping

**11. EXECUTIVE SESSION:**

- a. Legal advice subject to attorney client privilege regarding acquisition of sewer easements.
- b. Action following Executive Session

**12. REQUESTS BY COUNCIL**

- a. Palmetto Knights-Historical Medieval Battle-all districts

**13. ADMINISTRATOR'S REPORT**



**14. CITIZENS COMMENTS**

Non-Agenda Matters

**16. REMARKS FROM COUNCIL**

**17. ADJOURNMENT**

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

**RESOLUTION R2022-002**

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

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

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

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

**RESOLVED** in a meeting duly assembled this 1<sup>st</sup> day of February 2022.

**FOR ANDERSON COUNTY**

**ATTEST**

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Jimmy Davis  
County Council  
District Six

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Rusty Burns  
County Administrator

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Renee Watts  
Clerk to Council

State of South Carolina     )  
County of           Anderson     )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
DECEMBER 21, 2021

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

ALSO PRESENT:  
LEON HARMON  
RENEE WATTS

1 TOMMY DUNN: ... here at  
2 Christmas to come be us and help do the people's  
3 business of Anderson County. We're going to start off  
4 first of all, if we could all rise. Keep in mind -- the  
5 Honorable Jimmy Davis will lead us in the pledge of  
6 allegiance and prayer, please.

7 JIMMY DAVIS: May we pray?

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

9 TOMMY DUNN: At this time we're  
10 going to move on to item number 3, resolutions.

11 Resolution R2021-064. This is from all council  
12 members, but our Vice Chairman Sanders will be  
13 introducing this. Mr. Sanders.

14 BRETT SANDERS: Thank you, Mr.  
15 Chairman. Resolution R2021-064, a resolution to honor  
16 and recognize Terry Gaines upon his retirement from the  
17 Anderson Sports and Entertainment Complex, and other  
18 matters related thereto.

19 WHEREAS, Terry Gaines began his service twenty-two  
20 years ago at the Anderson Sports & Entertainment Complex  
21 (ASEC) in 1999, maintaining the ballfields at the  
22 Sports Complex until March 2012 and, since then, serving  
23 as Civic Center Event and Leasing Coordinator; and

24 WHEREAS, Mr. Gaines graduated from D.W. Daniel High  
25 School in 1976, graduated with a Bachelor of Science  
26 from Central Wesleyan College in 1981, attends New  
27 Prospect Baptist Church with his wife of 28 years,  
28 Jamie, and has one son, Zach, and a daughter-in-law,  
29 Nikki; and

30 WHEREAS, Anderson County wishes to recognize Mr.  
31 Gaines upon his retirement for his many years of service  
32 to the County and to express appreciation for his  
33 dedicated, committed service to the citizens of Anderson  
34 County;

35 THEREFORE, BE IT RESOLVED, to take effect and be in  
36 force immediately upon enactment, that Anderson County  
37 Council thanks Mr. Gaines for his dedicated service  
38 over the years and wishes him a healthy and fulfilling  
39 retirement. Adopted in a meeting duly assembled this  
40 twenty-first day of December, 2021.

41 I'd like to put that in the form of a motion, sir.

42 TOMMY DUNN: Have a motion. I  
43 think all council members will second that. I open the  
44 floor up now for discussion. Anyone have any comments  
45 or words?

46 I just want to say, Mr. Gaines, we appreciate what  
47 all you've done for the citizens of Anderson County.  
48 Thank you very, very much. You've earned this. Hate to  
49 see you leave, but hope you enjoy your retirement, you  
50 and your wife and kids. You've earned it. And don't be

1 a stranger. Any way we can always help you let us know.  
2 We really do appreciate what all you've done for the  
3 citizens of Anderson County. And I know since you've  
4 been at the Civic Center you've made it a better place.  
5 Thank you.

6 Anyone else? All in favor of the vote show of  
7 hands. Opposed like sign. Show the motion carries  
8 unanimously.

9 Mr. Gaines, if you and your wife and family, step  
10 up.

11 **PRESENTATION OF RESOLUTION**  
12 **APPLAUSE**

13 TOMMY DUNN: We'll move on now to  
14 item number 5, citizens comments. Comments on the first  
15 go around are on agenda items only for the -- that's on  
16 the agenda for today. You've got three minutes. State  
17 your name and district you're from. Please address the  
18 chair. Mr. Harmon.

19 LEON HARMON: Mr. Chairman, no one  
20 is signed up to speak.

21 TOMMY DUNN: We're going to move  
22 on now to item number 6(a), third reading. This will be  
23 2021-072, an Ordinance authorizing the execution of an  
24 infrastructure credit agreement among Anderson County,  
25 Fair Street Partners LLC, and the City of Anderson,  
26 South Carolina; and other related matters.

27 Before we go into a public hearing, I'd ask Mr.  
28 Nelson if he has anything he wants to say since he  
29 missed the last meeting and I had to fill in for you.  
30 I'm getting tired of that. Ain't going to do that no  
31 more. Do your job. I can't do it as good as you do.  
32 Go ahead.

33 BURRISS NELSON: And Rusty has given  
34 you kudos for the great job you did. And I appreciate  
35 it, too. Thank you very much.

36 This is Project Chemtex and it's a multi-use housing  
37 and commercial project, expected to be about twenty-one  
38 million dollars in capital investment. It's a joint  
39 project with the city of Anderson and Anderson County in  
40 this development project. The investment should create  
41 somewhere between thirty-five and fifty commercial  
42 retail jobs; a hundred and twenty-six residential lease  
43 units; and provide greatly needed housing in Anderson  
44 County.

45 First year property taxes of approximately thirteen  
46 thousand, and in fifteen years a total of about two  
47 hundred and fourteen thousand for all taxing entities.

48 This comes to Council with a recommendation from  
49 staff, as well as the Economic Development Advisory  
50 Board.



1 TOMMY DUNN: At this time we'll  
2 go into a public hearing. Anyone wishing to speak to  
3 this, please step forward, state your name and district  
4 for the record, and address the chair, please. Anyone  
5 at all? Anyone? Seeing and hearing none, the public  
6 hearing will be closed. Do we have a motion to put this  
7 on the floor?

8 JOHN WRIGHT: So moved.  
9 TOMMY DUNN: Motion Mr. Wright.

10 Do we have a second?

11 RAY GRAHAM: Second.

12 TOMMY DUNN: Second Mr. Graham.

13 Any discussion? I just want to say, I want to commend  
14 -- I think this is going to be great for not only  
15 downtown, but it's going to be good for the county and  
16 the city both. I want to commend and thank Councilman  
17 Wright for working on this and getting some details  
18 hammered out. Mr. Burns, appreciate you and your staff,  
19 what all y'all do, and the city. I think it's going to  
20 be good. It's going to help out everybody. It's even  
21 going to touch up Mr. Glenn Davis's district, too, and  
22 we're all happy about this. And glad to see the city's  
23 growth is expanding outside Main Street.

24 BURRISS NELSON: Thank you, Mr.  
25 Chairman. Mr. Chairman, also, Mary Haley Thompson is  
26 here representing the city. She's worked on the project  
27 for the city and negotiated a lot of that.

28 TOMMY DUNN: Appreciate you, too.  
29 Thank you very much. Anyone else have anything?  
30 Hearing and seeing none, all in favor of the motion show  
31 of hands. Opposed like sign. Show the motion carries  
32 unanimously.

33 We're going to move on now to item number 6(b).  
34 This also will be a public hearing. This will be  
35 2021-073, an Ordinance to develop a joint  
36 industrial/business park in conjunction with Oconee  
37 County, such industrial/business park to be  
38 geographically located in Anderson County and  
39 established pursuant to Sec. 4-1-170 of the Code of Laws  
40 of South Carolina, 1976, as amended; to provide for a  
41 written agreement with Oconee County to provide for the  
42 expenses of the park, the percentage of revenue  
43 application, and the distribution of fees in lieu of ad  
44 valorem taxation; and other matters related thereto.

45 Again, Mr. Nelson, would you like to say a few words  
46 on this before we go into a public hearing?

47 BURRISS NELSON: Yes. Thank you, Mr.  
48 Chairman, members of Council. This is adding this  
49 project to the Oconee County/Anderson County Multi-  
50 County Park Agreement. But it opens up opportunities

1 for additional incentives for the project, and works  
2 just like it does with many of our projects with  
3 Greenville. Of course, this comes to Council with a  
4 recommendation from staff and the Economic Development  
5 Advisory Board.

6 TOMMY DUNN: At this time we'll  
7 go into a public hearing. If you wish to speak to this,  
8 please state your name and district for the record and  
9 address the chair, please. Public hearing. Anyone at  
10 all? Seeing and hearing none, the public hearing will  
11 be closed. Do we have a motion to move this forward?

12 RAY GRAHAM: So moved.

13 TOMMY DUNN: Motion Mr. Graham.  
14 Do we have a second?

15 CINDY WILSON: Second.

16 TOMMY DUNN: Second Ms. Wilson.  
17 Any discussion? Seeing and hearing none, all in favor  
18 of the motion show of hands. All opposed like sign.  
19 Show the motion carries unanimously.

20 Let me back up, just a couple of things, and I  
21 apologize. Item number 4, there was no minutes to -- we  
22 haven't got them for the December 7th meeting. I just  
23 skipped over that, but there wasn't nothing to approve  
24 or disapprove because there's not nothing there.

25 And let the record show our administrator is not  
26 here today, will not be here. Let's keep him and his  
27 family in our thoughts and prayers. He had a death.  
28 He's at a funeral today of someone very close and dear  
29 to him and his family. Let's keep him in our thoughts  
30 and prayers. I think this is probably going to be the  
31 first meeting I ever remember in my and his over ten  
32 years that he's missing. I think we need to dock his  
33 pay. What do y'all think?

34 Moving on to item number 7(a), there are no second  
35 readings.

36 We're going to move on to item 8(a), first reading.  
37 This is an Ordinance to amend an agreement for the  
38 development of a joint county industrial and business  
39 park (2010 Park) of Anderson and Greenville Counties so  
40 as to enlarge the park to include certain property of  
41 Equinox Mill LLC and other matters related thereto.

42 Mr. Nelson.

43 BURRISS NELSON: Thank you, Mr.  
44 Chairman, members of Council. Of course, this is the  
45 Equinox Housing Project with the M. Peters Group. And  
46 this is a project that is probably one of the most  
47 advantageous to the county since that Equinox Plant will  
48 be cleaned up in this project. All that debris, all  
49 that stuff will be gone. And it's all part of the  
50 project and the developer is moving that at his expense.

1           This project needs also to be included in a multi-  
2 county industrial park so that they can access the  
3 incentives that -- statutory incentives that could be  
4 available to them.

5           This comes to Council as a recommendation from  
6 staff, as well as from the Economic Development Advisory  
7 Board.

8           TOMMY DUNN:                               Do we have a motion  
9 to put this on the floor?

10          CINDY WILSON:                            So moved.

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

13          RAY GRAHAM:                            Second.

14          TOMMY DUNN:                            Second Mr. Graham.

15 Any discussion? I just want to say again, we appreciate  
16 everybody working on this. I think this is going to be  
17 great for Anderson County and the city, too. You know,  
18 Jackson Street, which this is located off of, is a main  
19 thoroughfare. People don't understand, a lot of traffic  
20 goes into town that way. Clean this eyesore up. It's  
21 going to be good for that. It's going to be good for  
22 the neighborhood around there. And I think it'll start  
23 doing wonders for that, clean that up. Look forward to  
24 this. After talking about this for a couple of years  
25 now, glad to see it moving forward. And I think we  
26 finally got somebody here that'll get the job done.  
27 Any more discussion? All in favor of the motion show of  
28 hands. All opposed like sign. Show the motion carries  
29 unanimously.

30          We're going to move on now to 8(b), 2021-075, an  
31 Ordinance to amend an agreement for the development of a  
32 joint county industrial and business park (2010 Park) of  
33 Anderson and Greenville Counties so as to enlarge the  
34 park and other matters related thereto.

35          Mr. Nelson, do you have anything you want to say to  
36 this?

37          BURRISS NELSON:                        Yes, sir. Thank  
38 you, Mr. Chairman. This is a multi-site project in  
39 Greenville that's being added to the Multi-County  
40 Industrial Park. Of course, this is still unannounced.  
41 And is a courtesy to Greenville County in pursuit of  
42 economic development incentives, statutory incentives,  
43 that could be available to the projects.

44          This is a reciprocal agreement. We add projects to  
45 the Multi-County Park with them and they add with us.  
46 So Greenville County Council sends their thanks for your  
47 consideration. Thank you, sir.

48          TOMMY DUNN:                            Thank you, Mr.

49 Nelson. Do we have a motion to move this forward?

50          JIMMY DAVIS:                            So moved.

1 TOMMY DUNN: Motion Mr. Jimmy  
2 Davis and second Ms. Wilson. Now any discussion?  
3 Hearing none, all in favor of the motion show of hands.  
4 All opposed like sign. Show the motion carries  
5 unanimously.

6 We're going to move on to 8(c), 2021-076, an  
7 Ordinance to amend an agreement for the development of a  
8 joint county industrial and business park (2010 Park) of  
9 Anderson and Greenville Counties so as to enlarge the  
10 park to include certain property of Old Dominion Freight  
11 Line, Inc. and other matters related thereto.

12 Mr. Nelson.

13 BURRISS NELSON: Thank you, Mr.  
14 Chairman, members of Council. This is adding the Old  
15 Dominion Trucking Freight Line Depot that's on Hurricane  
16 Creek Road between Exit 19 and 21. Creating twenty-  
17 seven jobs. We passed this ordinance, or Council passed  
18 this ordinance back in the summer. Creating twenty-  
19 seven jobs with an average pay of twenty-eight dollars  
20 and forty-six cents an hour. Annual payroll 1.5 million  
21 dollars, with a capital investment of 8.6 million.

22 This comes to County Council as a recommendation  
23 from the staff, as well as the Economic Development  
24 Advisory Board.

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

27 BRETT SANDERS: So moved.

28 TOMMY DUNN: Motion Mr. Sanders;  
29 second Ms. Wilson. Any discussion? Seeing and hearing  
30 none, all in favor of the motion show of hands. Show  
31 the motion carries unanimously. Like sign opposed.

32 We're going to move on now to item number 8(d),  
33 first reading, 2021-077, an Ordinance authorizing and  
34 approving (1) The development of a joint county  
35 industrial and business park pursuant to section 4-1-170  
36 of the code of South Carolina 1976, as amended, in  
37 conjunction with Greenville County (The "Park"), such  
38 park to be geographically located in Greenville County;  
39 (2) the execution and delivery of a written park  
40 agreement with Greenville County as to the requirement  
41 of payments of fee in lieu of ad valorem taxes with  
42 respect to park property and the sharing of the revenues  
43 and expenses of the park; (3) the distribution of  
44 revenues from the park with Anderson County; and (4)  
45 other matters related thereto. Mr. Nelson.

46 BURRISS NELSON: Thank you, Mr.  
47 Chairman, members of Council. This is a Greenville  
48 County Project, Project Ott, still unannounced. And  
49 this comes to Council with a request and as a courtesy  
50 from Greenville County Council in their pursuit of

1 economic development and allows this project to access  
2 statutory incentives that could be available to them.  
3 And of course, Greenville County sends its thanks for  
4 assisting with this project and looks forward to  
5 assisting us with our next one.

6 This comes to Council with a recommendation from  
7 staff, as well as the Economic Development Advisory  
8 Board.

9 TOMMY DUNN: Thank you, Mr.  
10 Nelson. Do we have a motion to move this forward?  
11 CINDY WILSON: So moved.  
12 TOMMY DUNN: Have a motion Mr.  
13 Davis; and second by Ms. Wilson. Any discussion?  
14 Seeing and hearing none, all in favor of the motion show  
15 of hands. All opposed like sign. Show the motion  
16 carries unanimously.

17 BURRISS NELSON: Thank you for your  
18 support.

19 TOMMY DUNN: Thank you for what  
20 all y'all have done. We've had a great year, Mr.  
21 Nelson, you and your team, brought to Anderson County.  
22 We really do appreciate it. Thank y'all very, very much  
23 for all y'all's work and all y'all do. Make sure your  
24 staff knows we appreciate them, and the Economic  
25 Development Board that we nominate, too. Outstanding  
26 job.

27 BURRISS NELSON: (Inaudible.)

28 TOMMY DUNN: And my  
29 understanding, they keep wanting to come.

30 BURRISS NELSON: Yes, sir.

31 TOMMY DUNN: That's great. Thank  
32 you. Thank y'all.

33 We're going to move on to item number 9,  
34 Resolutions. There are none.

35 Moving on to item number 10(a). This will be a bid  
36 approval. Ask Mr. Carroll to come up if he would.

37 ROBERT CARROLL: Mr. Chairman, we  
38 placed requests for proposals out to provide internet  
39 service in certain areas of Anderson County. And we had  
40 one response that came from Upcountry Fiber and West  
41 Carolina Rural Telephone as a joint venture. And Mr.  
42 Mark Williamson is here to explain and answer any  
43 questions you may have.

44 TOMMY DUNN: Mr. Williamson.

45 MARK WILLIAMSON: Yes, sir.

46 TOMMY DUNN: Appreciate you being  
47 here.

48 MARK WILLIAMSON: Thank you. I think  
49 we've been through this a couple of times with Mr.  
50 Graham. But a positive vote on this allows us to pursue

1 a contract with Upcountry Fiber to deploy the plan that  
2 we initiated them to do, along with design -- I'm sorry,  
3 along with Palmetto Engineering to do a broadband study  
4 throughout the county. So that broadband study revealed  
5 some need of somewhere around a hundred and thirty-five  
6 million dollars. An approval here gives us the ability  
7 to engage this contract with Upcountry Fiber and WCTEL  
8 at a deeper level just so we can start to deploy and  
9 apply for the state and federal funding that's going to  
10 come down for broadband expansion.

11 TOMMY DUNN: Anyone have any  
12 questions or comments?

13 RAY GRAHAM: I've got ---

14 TOMMY DUNN: Go ahead, Mr.

15 Graham.

16 RAY GRAHAM: Just a couple of  
17 comments off of this. A few weeks back I went to a  
18 conference with the Association of Counties. And you  
19 know, some of the big topics was some investment that  
20 the federal government and state is investing in fiber  
21 -- actually in internet services, providing services  
22 throughout all the counties because like our county  
23 there's several areas throughout the state that just  
24 absolutely either has poor coverage or no coverage.

25 So thankfully our team has been I guess out front in  
26 getting ahead of the game on this. So I definitely  
27 think our county is ahead of the game as far as getting  
28 some groundwork laid out to move forward with this. And  
29 definitely appreciate their efforts in moving forward on  
30 that.

31 TOMMY DUNN: Anyone else? Do we  
32 have a motion?

33 RAY GRAHAM: Motion.

34 TOMMY DUNN: Motion Mr. Graham;  
35 second Ms. Wilson. Any more discussion? I just want to  
36 say I appreciate what all you and your team has done,  
37 Mark. Been outstanding to get this. I know a lot of  
38 people look forward to getting this. Some people take  
39 it for granted that some of us has got it. But I know  
40 very well there are people that ain't. And this will be  
41 a great asset, especially in today's time. Appreciate  
42 what all you and staff looking at this and researching  
43 this and getting this. It's the best thing that needs  
44 to happen. If nothing else, all in favor of the motion  
45 show of hands. Opposed like sign. Show the motion  
46 carries unanimously. Thank y'all again.

47 MARK WILLIAMSON: Thank you, members  
48 of Council.

49 TOMMY DUNN: Move on to item 11.

50 Mr. Graham.

1                   RAY GRAHAM:                   Steve, if you could,  
2 come up just in case Council has any questions on this  
3 next one.

4           Basically I think January the 4th, somewhere around  
5 in that time the agreement that we had basically allowed  
6 Priority to operate with EMT and basically a driver, one  
7 that's not certified that's basically going through the  
8 class waiting to be tested, is expiring early January.  
9 They've requested that we allow a six-month extension.  
10 The state has already approved this, as well.

11          And honestly, if we look at where we are and where  
12 we've been with our EMS system, I think we're continuing  
13 moving forward. We're investing in the dispatch system.  
14 Hopefully in a couple of months that should be up and  
15 running to full capability on that. So they had  
16 requested that we extend this for six months, and I ask  
17 the Council approve that. And I bring this in the form  
18 of a motion that we extend that for six months.

19                   BRETT SANDERS:                   Second.

20                   TOMMY DUNN:                   Have a motion Mr.  
21 Graham and second Councilman Sanders. Now discussion.  
22 Anybody got any discussion? Steve, you got any comments  
23 or anything you'd like to say?

24                   STEVE KELLY:                   No, sir. I think  
25 approving it is the best thing we can do right now.  
26 (Inaudible.)

27                   TOMMY DUNN:                   Thank you very, very  
28 much.

29                   RAY GRAHAM:                   Thank you, Steve.

30                   TOMMY DUNN:                   I just want to  
31 recognize, too, before -- we've got our coroner and one  
32 of our EMS providers here, Mr. Shore. Mr. Shore,  
33 appreciate you being here. Greg, have you got anything  
34 you want to say or add or anything?

35                   GREG SHORE:                   Thank you, Mr.  
36 Chairman, Council. I appreciate your consideration. We  
37 have already trained over thirty drivers to the EMT  
38 level. That's with the help of Tri-County Tech and a  
39 grant with Steve Kelly's department in helping us with  
40 the EMT students. We saw this problem about two years  
41 ago and that's when we implemented the training program,  
42 the academy. And had we not received this extended  
43 contract, we would have probably met the requirement of  
44 our local needs. But when we took over the contract,  
45 that was thirty more positions that we had to take on.  
46 So giving us six more months will allow us to get, you  
47 know, everybody trained. And I just appreciate your  
48 consideration.

49                   TOMMY DUNN:                   Appreciate it. Any  
50 more questions or comments? All in favor of the motion

1 show of hands. All opposed like sign. Show the motion  
2 carries unanimously.

3 Thank you, Mr. Shore. Appreciate you.

4 GREG SHORE: Thank you.

5 TOMMY DUNN: Thank you very, very  
6 much.

7 We're going to move on now to item number 12,  
8 discussion and action on amendment to lease agreement  
9 for a portion of 1428 Building. This is the old TTI.  
10 Mr. Harmon.

11 LEON HARMON: Mr. Chairman and  
12 members of Council, as you are aware, TTI has been  
13 leasing a portion of the 1428 Building. They lease  
14 warehouse space and office space. We need to do another  
15 amendment to the original lease agreement. They will be  
16 giving up a portion of the office space that they lease  
17 at the end of July of this next year, which will  
18 facilitate the county using other portions of the  
19 building. We're still working out the exact details on  
20 the square footage. I put a copy of the draft lease at  
21 your places today.

22 What we would request is that you authorize the  
23 County Administrator to conclude these negotiations and  
24 execute the third amendment to the commercial lease  
25 agreement, in substantially the form that you have  
26 before you.

27 TOMMY DUNN: Thank you, Mr.  
28 Harmon. Do we have a motion to move this forward?

29 BRETT SANDERS: So moved.

30 CINDY WILSON: Second.

31 TOMMY DUNN: Motion Mr. Sanders;  
32 second Ms. Wilson. Now discussion. Anyone have any  
33 questions or comments for Mr. Harmon? Seeing and  
34 hearing none, all in favor of the motion show of hands.  
35 All opposed like sign. Show the motion carries  
36 unanimously.

37 We're going to move on now to item number 13,  
38 appointments. We'll start off with District 7. Ms.  
39 Wilson.

40 CINDY WILSON: Thank you, Mr.  
41 Chairman. I have two appointees who want to switch  
42 positions. Elevating Mr. Dan Harvell from the Zoning  
43 Appeals Board to the Planning Commission; Ms. Debbie  
44 Chapman wishes to step back to the Board of Zoning  
45 Appeals. And I put that in the form of a motion.

46 TOMMY DUNN: We have a motion by  
47 Ms. Wilson. And what this is in my mind, it's really  
48 just a swap. One is about as important as the other.  
49 Both of them will make decisions that Council can't vote  
50 on. They decide stuff that don't come before Council.



1 Don't get an opportunity to. So it's very important  
2 that these people we put in positions are very important  
3 and they represent us. Do we have a second?

4 RAY GRAHAM: Second.

5 TOMMY DUNN: Second Mr. Graham.

6 Now any more discussion? All in favor of Ms. Wilson's  
7 motion show of hands. All opposed like sign. Show the  
8 motion carries unanimously.

9 Moving on to District 4. Mr. Sanders.

10 BRETT SANDERS: Yes, sir. I have a  
11 vacant position on the Board of Zoning Appeals. And I  
12 would like to nominate Anthony Cirelli to fill that  
13 position for District 4. Put that in the form of a  
14 motion.

15 TOMMY DUNN: We have a motion Mr.  
16 Sanders. Do we have a second?

17 CINDY WILSON: Second.

18 TOMMY DUNN: Second Ms. Wilson.

19 Any discussion? I just want to say I appreciate Mr.  
20 Sanders taking care of this. I know that board has  
21 asked several times. They've had some trouble getting  
22 quorums together. So this will really help that out.  
23 And really do appreciate that. I think he's eager and  
24 wanting to serve. He's got a lot of experience in this  
25 kind of stuff. So look forward to seeing him on that.  
26 Anyone else? All in favor of Mr. Sanders' motion show  
27 of hands. All opposed like sign. Show the motion  
28 carries unanimously.

29 At this time we're moving on to item number 14(a).  
30 Can we have a motion to go into executive session to  
31 take legal advice covered by attorney/client privilege.  
32 This is regarding the opioid litigation matter.

33 CINDY WILSON: So moved.

34 RAY GRAHAM: Second.

35 TOMMY DUNN: Motion Ms. Wilson;  
36 second by Mr. Graham. All in favor of the motion show  
37 of hands. All opposed like sign. Show the motion  
38 carries unanimously.

39 We'll be right back.

40 **EXECUTIVE SESSION**

41 TOMMY DUNN: ... come out of  
42 executive session; no action taken. Do I have a second?

43 RAY GRAHAM: Second.

44 TOMMY DUNN: Second Mr. Graham.

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

47 Do we have a motion?

48 BRETT SANDERS: Mr. Chairman, I'd  
49 like to make a motion to authorize the Chairman of  
50 County Council and the County Administrator to execute

1 settlement documents on behalf of the county with  
2 certain Defendants in the opioid litigation upon  
3 completion of the settlement negotiations by the  
4 county's attorney in this matter.

5 TOMMY DUNN: We have a motion Mr.  
6 Sanders. Do we have a second?

7 JIMMY DAVIS: Second.  
8 TOMMY DUNN: Second Mr. Jimmy  
9 Davis. Any discussion? All in favor of the motion show  
10 of hands. All opposed like sign. Show the motion  
11 carries unanimously.

12 Moving on to requests by council members, item  
13 number 15(a). We'll start off with Mr. Glenn Davis.

14 GLENN DAVIS: Thank you, Mr.  
15 Chairman. I'd like to appropriate fifteen hundred  
16 dollars to Men at Work. They are mentoring about  
17 fifteen to twenty young men in an under-served  
18 community. I'd like to put that in the form of a  
19 motion.

20 BRETT SANDERS: Second.  
21 TOMMY DUNN: Have a motion Mr.  
22 Davis; and second by Mr. Sanders. Any discussion? All  
23 in favor of the motion show of hands. All opposed like  
24 sign. Show the motion carries unanimously.

25 Does any other council member have a request that I  
26 don't see in front of me.

27 Seeing and hearing none, we're going to move on to  
28 the Administrator's report. Does anybody have any  
29 questions or comments on the Administrator's report?

30 Seeing and hearing none, citizens' comments. Mr.  
31 Harmon, we got any?

32 LEON HARMON: We do not, Mr.  
33 Chairman.

34 TOMMY DUNN: Okay. We're going  
35 to have closing comments here from council members.  
36 We'll start off with Mr. Jimmy Davis.

37 JIMMY DAVIS: Thank you, Mr.  
38 Chair. I just want to wish everyone here and my fellow  
39 Council representatives a Very Merry Christmas and just  
40 to remind everyone we need to keep the folks over in  
41 Kentucky and Tennessee in our thoughts and prayers as  
42 they're still feeling the devastating effects during  
43 this season. I hope we as a county, if they need  
44 anything, if they reach out to us we'll respond  
45 accordingly. I know we will. And I look forward to  
46 serving with you folks in 2022. Thank you, Mr.  
47 Chairman.

48 TOMMY DUNN: Thank you.  
49 Mr. Sanders.

50 BRETT SANDERS: Yes, sir. I would

1 just like to take a moment to wish my fellow Council  
2 members a Merry Christmas and a Happy New Year. And  
3 pray that everyone will be safe. I'm also looking  
4 forward to next year and continuing to make progress in  
5 this great county. Thank you, sir.

6 TOMMY DUNN: Thank you.

7 Mr. Glenn Davis.

8 GLENN DAVIS: Thank you, Mr.

9 Chairman. First of all, I'd just like to reach out to  
10 my fellow Council members and thank you guys for the  
11 assistance and the help that you've provided me as being  
12 the new guy on the block. You've really been helpful.  
13 And again, I thank you. Look forward to serving with  
14 you 2022 as we continue to make Anderson County the best  
15 in South Carolina.

16 And again, I'd like to wish everyone a Merry  
17 Christmas, and a safe and Happy New Year. Everyone over  
18 the county. And thank you for your prayers as we move  
19 forward. Thank you, Mr. Chairman.

20 TOMMY DUNN: Thank you, Mr.

21 Davis. Moving on to Mr. Graham.

22 RAY GRAHAM: Thank you, Mr.

23 Chairman. Just looking back over the year, we've had  
24 some tough decisions as Council, as a county; tough  
25 things we've had to deal with. Naturally, the pandemic,  
26 as well. But you know, as Mr. Nelson mentioned earlier,  
27 we have got so much to be thankful for in Anderson  
28 County and also in South Carolina. We just -- we  
29 continue to grow, continue to move forward. And it's a  
30 privilege and honor to work with each and every one of  
31 you. Mr. Davis, it's definitely been an honor and  
32 privilege to get to know you and your wife and working  
33 with you guys. Definitely look forward to working with  
34 each and every one of y'all on the incoming year. Wish  
35 you and your families a Merry Christmas and Happy New  
36 Year.

37 And once again, thanks to every one of our employees  
38 in Anderson County. Y'all are Anderson County. Y'all  
39 are what makes us so great. And we definitely  
40 appreciate everything you guys do on a daily basis.  
41 Thank you.

42 TOMMY DUNN: Thank you.

43 Mr. Wright.

44 JOHN WRIGHT: Thank you, Mr.

45 Chairman. I just want to echo everybody else's comments  
46 here. I want to wish my fellow Council members a Merry  
47 Christmas and Happy New Year. It's hard to believe it's  
48 been right at a year, I guess, since I came on with this  
49 group. And looking back over the last year, it's felt  
50 like drinking from a fire hose at times. But truly am

1 blessed and honored, frankly, just to be a part of this  
2 Council and this incredible county that we're also  
3 blessed to call home. So thank you.

4 TOMMY DUNN: Thank you.

5 Ms. Wilson.

6 CINDY WILSON: Thank you, Mr.

7 Chairman, and all of our Council members. We are so  
8 blessed in Anderson County. The spirit of team work has  
9 paid off such dividends in our county. Just want to  
10 thank everyone for a very positive year. When it was a  
11 tough, tough situation everywhere else in the world, our  
12 county still managed to move forward. And also to our  
13 precious citizens that we all serve.

14 So to all a Merry Christmas and a wish for a Happy,  
15 Healthy New Year for all. Thank you.

16 TOMMY DUNN: Thank you. I'd also  
17 like to wish my fellow Council members and their  
18 families a Merry Christmas and a Happy New Year. And  
19 thank y'all very, very much for the work y'all have put  
20 in this year. And I think making a great year for  
21 Anderson County. I want to thank -- I've personally  
22 been blessed getting to know Mr. Glenn Davis and Mr.  
23 John Wright this past year on Council. Want to thank  
24 y'all very, very much for coming on board and being  
25 willing to serve and the job that y'all have done with  
26 all my Council members. I want to thank the Anderson  
27 County employees. As I've said many, many times, y'all  
28 are the backbone. Y'all are the first ones, most the  
29 time that gets to greet our citizens. Y'all are the  
30 face of Anderson County. And we really do appreciate  
31 the job y'all have done and continue to do. During  
32 hard times, good times and bad times, y'all show up and  
33 get the job done, whatever it takes, and we appreciate  
34 it.

35 I want to take this opportunity to say thank you to  
36 another retiree. I think Mr. Cunningham, a deputy that  
37 has long served Anderson County. Stand up, Mr.  
38 Cunningham. Let's give him a big hand. He served  
39 Anderson County ...

40 **APPLAUSE**

41 TOMMY DUNN: He has served  
42 Anderson County well. He has provided security in many  
43 places, mainly this place here for our Council meeting  
44 nights and other meetings. Going to miss him. But I  
45 think talking to him the other day at the Civic Center  
46 luncheon, I believe he said this was his fourth  
47 retirement, maybe. Did I get that right? Fourth or  
48 third retirement. We're definitely going to miss seeing  
49 his face back here and the job he's done. But he  
50 definitely has earned his retirement. Hope he enjoys

1 it, him and his family, and has a blessed time in  
2 retirement and a great future. Would anyone else like  
3 to say anything about Mr. Cunningham. Mr. Graham.

4 RAY GRAHAM: Thank you. I had  
5 the pleasure of working for him when I was at the  
6 Sheriff's Department. Definitely had some good times.  
7 Appreciate your leadership. Appreciate your commitment  
8 to Anderson County and your service. Definitely a  
9 pleasure. And wish you the best on your retirement.

10 TOMMY DUNN: And again, want to  
11 thank everyone. Hope everyone, all our employees and  
12 our families, have a Merry Christmas and a blessed New  
13 Year and be safe. And let's go outside. And before we  
14 do, I want to ask Mr. Burriss Nelson if he'll lead us a  
15 blessing for our food. Everybody go outside and eat and  
16 have a good time. Just for the record because we've  
17 done things a little bit different this year just  
18 because of some people -- anybody saying -- but from  
19 Council members and the Administrator, the meal is on  
20 us. Mr. Nelson, go ahead.

21 BURRISS NELSON: Thank you, sir.

22 **BLESSING BY BURRISS NELSON**

23 TOMMY DUNN: Amen.

24

25

**(MEETING ADJOURNED AT APPROXIMATELY 6:45 PM)**



**AGENDA**  
**Public Safety Committee**  
**Monday, January 31, 2022 at 8:30 am**  
**101 South Main Street**  
**Anderson, SC**  
**Second Floor, Administrator's Conference Room**  
**Chairman Ray Graham, Presiding**

- |  |                       |
|--|-----------------------|
| <b>1. <u>Call to Order</u></b>   | Chairman Graham       |
| <b>2. <u>Prayer and Pledge of Allegiance</u></b>   | Honorable Glenn Davis |
| <b>3. <u>General EMS Updates</u></b>   | Mr. Ray Graham        |
| <b>4. <u>Updates from AnMed Meeting 01/14/2022</u></b>   | Mr. Steven Kelly      |
| <b>5. <u>EMS Data Analysis</u></b><br>a. Call Volume / Compliance On P1 Requests<br>b. Heat Maps |                       |
| <b>6. <u>Franchise Discussion</u></b>  | Mr. Leon Harmon       |
| <b>7. <u>Dr. Michelle King Comments</u></b>  |                       |
| <b>8. <u>Adjournment</u></b>   |                       |

**Tommy Dunn**  
Chairman, District Five

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

**Ray Graham**  
District Three

**M. Cindy Wilson**  
District Seven

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

**Glenn Davis**  
District Two

**Jimmy Davis**  
District Six

**Renee Watts**  
Clerk to Council

  
**Rusty Burns**  
County Administrator

**ORDINANCE NO. 2021-074**

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OF EQUINOX MILL LLC; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted by Anderson County Council on November 16, 2010 and Ordinance No. 4391 enacted November 2, 2010 by Greenville County Council, Anderson and Greenville Counties entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 (the "Agreement"); and

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

**WHEREAS**, in connection with certain incentives being offered by Anderson County to Equinox Mill LLC, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

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

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

**ANDERSON COUNTY, SOUTH CAROLINA**

**ATTEST:**

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

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

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

**APPROVED AS TO FORM:**

---

Leon C. Harmon, Anderson County Attorney

First Reading: December 21, 2021

Second Reading: January 4, 2022

Third Reading: February 1, 2022

Public Hearing: February 1, 2022





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

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of December 21, 2021, January 4, 2022 and February 1, 2022, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

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

**ORDINANCE NO. 2021-075**

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted by Anderson County Council on November 16, 2010 and Ordinance No. 4391 enacted November 2, 2010 by Greenville County Council, Anderson County and Greenville County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 (the "Agreement"); and

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

**WHEREAS**, in connection with certain incentives being offered by Greenville County to Luxor Scientific LLC, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County;

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

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

**ATTEST:**

**FOR ANDERSON COUNTY:**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn  
Chairman

---

Renee Watts  
Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
County Attorney

First Reading: December 21, 2021

Second Reading: January 4, 2022

Third Reading: February 1, 2022

Public Hearing: February 1, 2022

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

TMS No. 0547010101300

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of December 21, 2021, January 4, 2022 and February 1, 2022, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

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

**ORDINANCE NO. 2021-076**

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OF OLD DOMINION FREIGHT LINE, INC.; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted by Anderson County Council on November 16, 2010 and Ordinance No. 4391 enacted November 2, 2010 by Greenville County Council, Anderson and Greenville Counties entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 (the "Agreement"); and

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

**WHEREAS**, in connection with certain incentives being offered by Anderson County to Old Dominion Freight Line, Inc., it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

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

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

**ATTEST:**

**FOR ANDERSON COUNTY:**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn  
Chairman

---

Renee Watts  
Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
County Attorney

First Reading: December 21, 2021

Second Reading: January 4, 2022

Third Reading: February 1, 2022

Public Hearing: February 1, 2022



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

PROPERTY DESCRIPTION

ALL that certain piece, parcel or unit situate, lying and being in the County of Anderson, State of South Carolina, being shown and designated as 1.67 acres upon a plat entitled "Boundary Survey for Jack E. Shaw", dated May 13, 2002, prepared by Precision Land Surveying, Inc., recorded in the ROD Office for Anderson County, S.C. in Plat Book 1304 at Page 7-B. Reference is hereby made to said plat for a more complete metes and bounds description.

THIS being the same property conveyed to the grantor herein by deed of Ralph Standridge as recorded in the ROD Office for Anderson County, S.C. in Deed Book 4762 at Page 211 on 5/16/02.

Anderson County Tax Map No.: 93-00-14-002

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of December 21, 2021, January 4, 2022 and February 1, 2022, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

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

**ORDINANCE NO. 2022-001**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ANDERSON COUNTY, SOUTH CAROLINA**

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

Attest:

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

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

Approved as to form:

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

First Reading: January 4, 2022  
Second Reading: January 18, 2022  
Third Reading: February 1, 2022  
Public Hearing: February 1, 2022

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of January 4, 2022, January 18, 2022, and February 1, 2022, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

---

Renee Watts, Clerk to Council  
Anderson County, South Carolina

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

---

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

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**PROJECT FAITH**

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

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## **TABLE OF CONTENTS**

### **ARTICLE I**

#### **DEFINITIONS**

SECTION 1.01 DEFINITIONS .....	3
SECTION 1.02 PROJECT-RELATED INVESTMENTS .....	6

### **ARTICLE II**

#### **REPRESENTATIONS, WARRANTIES, AND AGREEMENTS**

SECTION 2.01 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY.....	7
SECTION 2.02 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COMPANY .....	7

### **ARTICLE III**

#### **COMMENCEMENT AND COMPLETION OF THE PROJECT**

SECTION 3.01 THE PROJECT .....	8
SECTION 3.02 DILIGENT COMPLETION .....	8
SECTION 3.03 FILINGS AND REPORTS .....	8

### **ARTICLE IV**

#### **FILOT PAYMENTS**

SECTION 4.01 FILOT PAYMENTS .....	10
SECTION 4.02 SPECIAL SOURCE REVENUE CREDITS.....	11
SECTION 4.03 FAILURE TO ACHIEVE MINIMUM INVESTMENT REQUIREMENTS.....	12
SECTION 4.04 REMOVAL OF EQUIPMENT .....	13
SECTION 4.05 FILOT PAYMENTS ON REPLACEMENT PROPERTY.....	13
SECTION 4.06 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT MAINTENANCE REQUIREMENT .....	13

### **ARTICLE V**

#### **PARTICULAR COVENANTS AND AGREEMENTS**

SECTION 5.01 CESSATION OF OPERATIONS.....	15
SECTION 5.02 RIGHTS TO INSPECT.....	15
SECTION 5.03 CONFIDENTIALITY .....	15
SECTION 5.04 LIMITATION OF COUNTY'S LIABILITY .....	15
SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS.....	16
SECTION 5.06 INDEMNIFICATION COVENANTS .....	16
SECTION 5.07 QUALIFICATION IN STATE .....	17
SECTION 5.08 NO LIABILITY OF COUNTY'S PERSONNEL .....	17
SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS .....	17
SECTION 5.10 ADMINISTRATION EXPENSES .....	18
SECTION 5.11 PRIORITY LIEN STATUS.....	18
SECTION 5.12 INTEREST; PENALTIES .....	18
SECTION 5.13 SPONSOR AFFILIATES.....	18

## **ARTICLE VI**

### **DEFAULT**

SECTION 6.01 EVENTS OF DEFAULT .....	20
SECTION 6.02 REMEDIES UPON DEFAULT .....	20
SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES .....	21
SECTION 6.04 NO WAIVER .....	21

## **ARTICLE VII**

### **MISCELLANEOUS**

SECTION 7.01 NOTICES.....	22
SECTION 7.02 BINDING EFFECT .....	22
SECTION 7.03 COUNTERPARTS .....	23
SECTION 7.04 GOVERNING LAW.....	23
SECTION 7.05 HEADINGS.....	23
SECTION 7.06 AMENDMENTS.....	23
SECTION 7.07 FURTHER ASSURANCE .....	23
SECTION 7.08 INVALIDITY; CHANGE IN LAWS.....	23
SECTION 7.09 TERMINATION BY COMPANY.....	23
SECTION 7.10 ENTIRE UNDERSTANDING .....	24
SECTION 7.11 WAIVER .....	24
SECTION 7.12 BUSINESS DAY .....	24

EXHIBIT A – DESCRIPTION OF LAND

EXHIBIT B – INVESTMENT CERTIFICATION

EXHIBIT C – INFRASTRUCTURE INVESTMENT CERTIFICATION

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

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

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

## FEE IN LIEU OF TAX AGREEMENT

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

### RECITALS

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

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

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

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

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

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

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

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

## ARTICLE I

### DEFINITIONS

#### Section 1.01    Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

#### **Section 1.02    Project-Related Investments**

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

[End of Article I]

## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

[End of Article II]

## **ARTICLE III**

### **COMMENCEMENT AND COMPLETION OF THE PROJECT**

#### **Section 3.01    The Project**

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

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

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

#### **Section 3.02    Diligent Completion**

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

#### **Section 3.03    Filings and Reports**

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

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

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

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

[End of Article III]

## ARTICLE IV

### FILOT PAYMENTS

#### Section 4.01    FILOT Payments

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

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

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

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

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

#### Section 4.02 Special Source Revenue Credits

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

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

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

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

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

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

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

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

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

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

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

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

#### Section 4.04    Removal of Equipment

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

#### Section 4.05    FILOT Payments on Replacement Property

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

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

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

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

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



[End of Article IV]

## **ARTICLE V**

### **PARTICULAR COVENANTS AND AGREEMENTS**

#### **Section 5.01 Cessation of Operations**

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

#### **Section 5.02 Rights to Inspect**

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

#### **Section 5.03 Confidentiality**

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

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

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

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

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

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

#### Section 5.06 Indemnification Covenants

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

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

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

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

#### Section 5.07 Qualification in State

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

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

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

#### Section 5.09 Assignment, Leases or Transfers

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

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

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

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

#### Section 5.10 Administration Expenses

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

#### Section 5.11 Priority Lien Status

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

#### Section 5.12 Interest; Penalties

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

#### Section 5.13 Sponsor Affiliates

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

[End of Article V]

## ARTICLE VI

### DEFAULT

#### Section 6.01 Events of Default

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

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

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

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

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

#### Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

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

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

**Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses**

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

**Section 6.04 No Waiver**

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

[End of Article VI]



**ARTICLE VII**  
**MISCELLANEOUS**

**Section 7.01**    **Notices**

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

**If to the Company:**

[Project Faith]  
Attn:

**With a copy to:**

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

**If to the County:**

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

**With a copy to:**

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

**Section 7.02**    **Binding Effect**

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

entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

#### Section 7.03    Counterparts

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

#### Section 7.04    Governing Law

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

#### Section 7.05    Headings

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

#### Section 7.06    Amendments

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

#### Section 7.07    Further Assurance

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

#### Section 7.08    Invalidity; Change in Laws

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

#### Section 7.09    Termination by Company

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

Section 7.10    Entire Understanding

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

Section 7.11    Waiver

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

Section 7.12    Business Day

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

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

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

Attest:

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

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

**[PROJECT FAITH]**

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

**[To Come]**

**EXHIBIT B**

**INVESTMENT CERTIFICATION**

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

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

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

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

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

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

**EXHIBIT C**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

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

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

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

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

Personal Property Description

Investment Amount

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

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

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



**ORDINANCE NO. 2022-001**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ANDERSON COUNTY, SOUTH CAROLINA**

---

Tommy Dunn, Chairman  
Anderson County Council

Attest:

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

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

Approved as to form:

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

First Reading: January 4, 2022  
Second Reading: January 18, 2022  
Third Reading: February 1, 2022  
Public Hearing: February 1, 2022

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of January 4, 2022, January 18, 2022, and February 1, 2022, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

---

Renee Watts, Clerk to Council  
Anderson County, South Carolina

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

**ORDINANCE NO. 2022-002**

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

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

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

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

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

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

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

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

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

1. In accordance with and pursuant to Section 4-9-90, South Carolina Code, 1976, as amended, and the 2020 Federal Decennial Census, as adopted by the State of South Carolina, the composition of the seven (7) current Anderson County Council districts is hereby revised, approved, and designated as shown on the attached map of Anderson County, South Carolina, and shall be as shown and designated on such map which is likewise approved, marked as Exhibit A, as the official designation of the seven (7) reapportioned Anderson County Council districts, to be effective immediately upon 3<sup>rd</sup> reading and approval of this Ordinance all as to be utilized for the November 2022 general election and all attendant primary activity thereto.
2. Anderson County Staff is hereby directed to prepare such hard copy and other media illustrations and representations of the attached map as are necessary to provide official notice of the reapportioned Anderson County Council districts, effective as noted herein and as to be utilized during the November 2022 general election and its attendant primaries, to the State Government of the State of South Carolina, and to all other interested and affected parties and individuals.
3. Should any part or provision of the Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All Ordinances, Orders, Resolutions, and actions of the County inconsistent herewith are hereby, to the extent of such inconsistency only, revoked, repealed, and superseded.
5. This Ordinance shall take effect and be in full force and effect after 3<sup>rd</sup> reading and enactment by County Council.

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

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

**ATTTEST:**

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

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

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

**Approved As To Form:**

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

First Reading:     January 4, 2022  
Second Reading:   January 18, 2022  
Third Reading:     February 1, 2022  
Public Hearing:     February 1, 2022

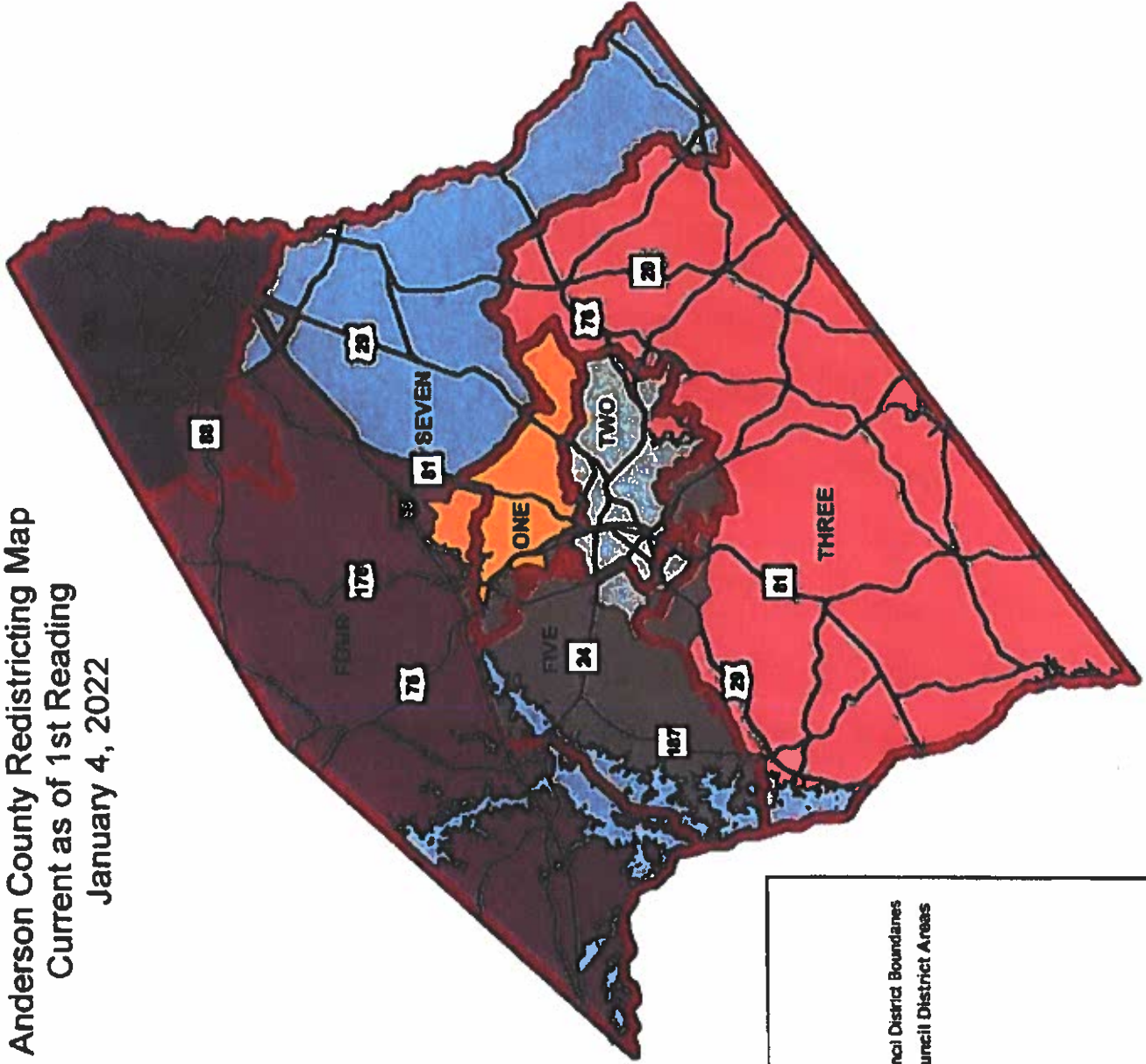


**EXHIBIT A**

**REDISTRICTING MAP**

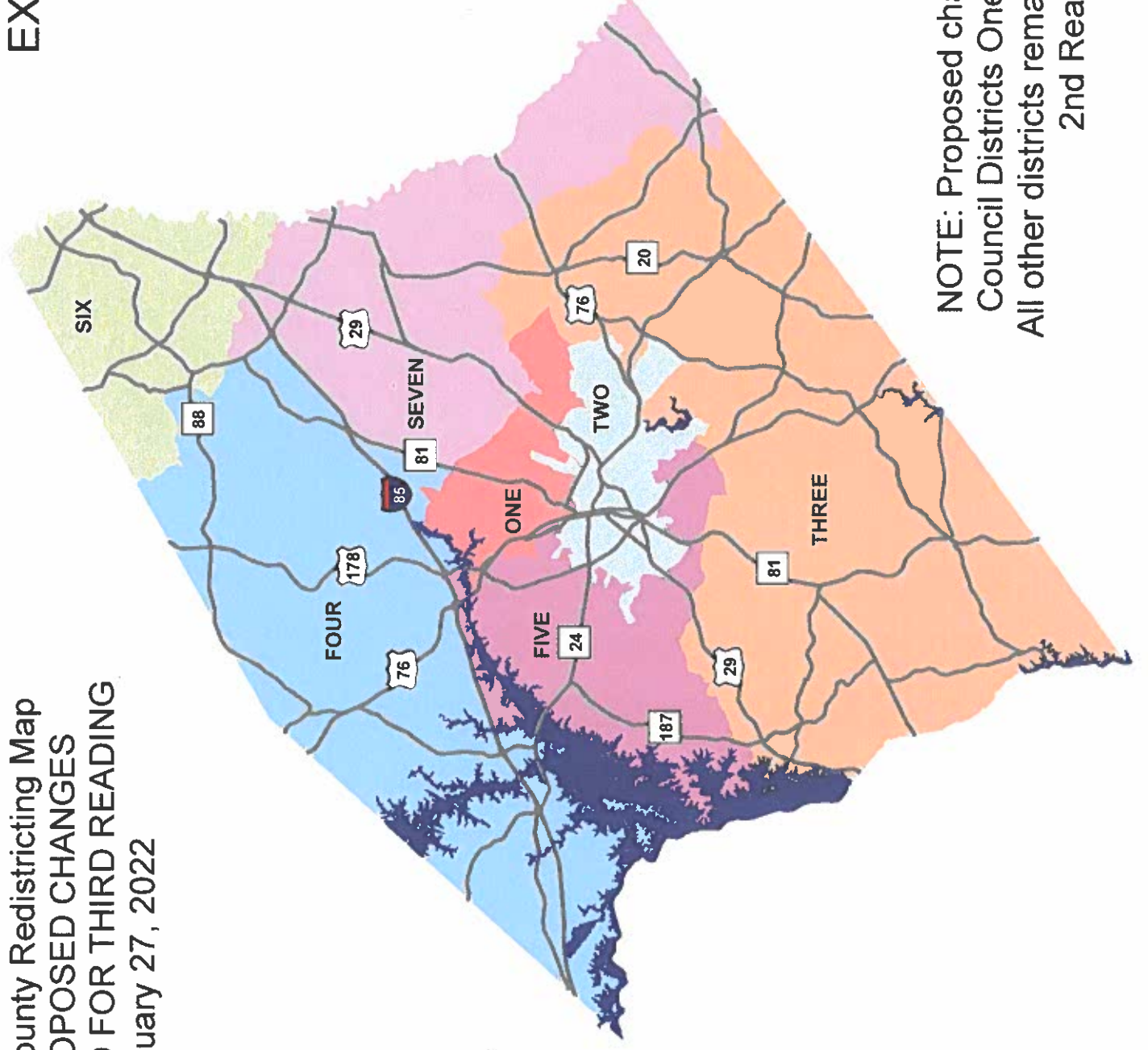
# EXHIBIT A

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



Anderson County Redistricting Map  
WITH PROPOSED CHANGES  
REQUESTED FOR THIRD READING  
January 27, 2022

EXHIBIT A



NOTE: Proposed changes affect only  
Council Districts One, Two, and Five.  
All other districts remain as approved on  
2nd Reading.



# MEMORANDUM

## ADMINISTRATOR'S OFFICE

**DATE:** 1/27/2022

**TO:** ALL COUNCIL MEMBERS; COUNTY ADMINISTRATOR

**FROM:** STEVE NEWTON  
Governmental Affairs

**CC:** RENEE WATTS  
Clerk to Council

**SUBJECT:** COUNTY COUNCIL REDISTRICTING MAP  
Recommended changes to map prior to 3<sup>rd</sup> reading

Staff has identified some minor changes that would be beneficial to the overall integrity of the redistricting map as approved on 2<sup>nd</sup> reading. *These changes, if approved, would affect ONLY Districts One, Two, and Five. All other district configurations would stay the same as they were on the map approved at 2<sup>nd</sup> reading.* A motion must be made and passed by Council to adopt these changes.

The effects of these changes are as follows:

- brings District Two to a 50.03% DOJ minority composition, thus strengthening compliance with relevant sections of the Voting Rights Act;
- restores approximately 700 residents to their current council district;
- maintains consistency with redistricting criteria as prioritized and adopted.

Attached please find maps showing details of the proposed changes, which involve portions of the following areas:

- Southwest Linley Park
- Old Williamston Road
- Dobbins Bridge @ Michelin Blvd.
- Main AnMed Health Campus area
- Portion of Gluck Mill precinct

Any questions you have, or from your constituents, can be referred to my office. I can be reached at (864) 260-1010, or via email to [snewton@andersoncountysc.org](mailto:snewton@andersoncountysc.org)

**Tommy Dunn**  
Chairman, District 5

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

**Ray Graham**  
Council District 3

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

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

**Glenn A. Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee Watts**  
Clerk to Council

**Rusty Burns** | County Administrator  
[rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)

REVISED COUNCIL DISTRICT DEMOGRAPHICS FOR THIRD READING (prepared 1/27/2022)

District	Goal	New District Population	Over/(Under)	% Deviation	NH DOJ Black Population	NH DOJ Black Percentage
One	29,103	27,818	(1,285)	-4.4%	3,290	11.83%
Two	29,103	27,686	(1,417)	-4.9%	13,852	50.03%
Three	29,103	27,696	(1,407)	-4.8%	3,076	11.11%
Four	29,103	29,546	443	1.5%	3,134	10.61%
Five	29,103	29,961	858	2.9%	4,637	15.48%
Six	29,103	30,518	1,415	4.9%	2,289	7.50%
Seven	29,103	30,493	1,390	4.8%	2,580	8.46%
		<b>203,718</b>			<b>32,858</b>	<b>16.13%</b>

Max Limit 30,558  
Min Limit 27,648



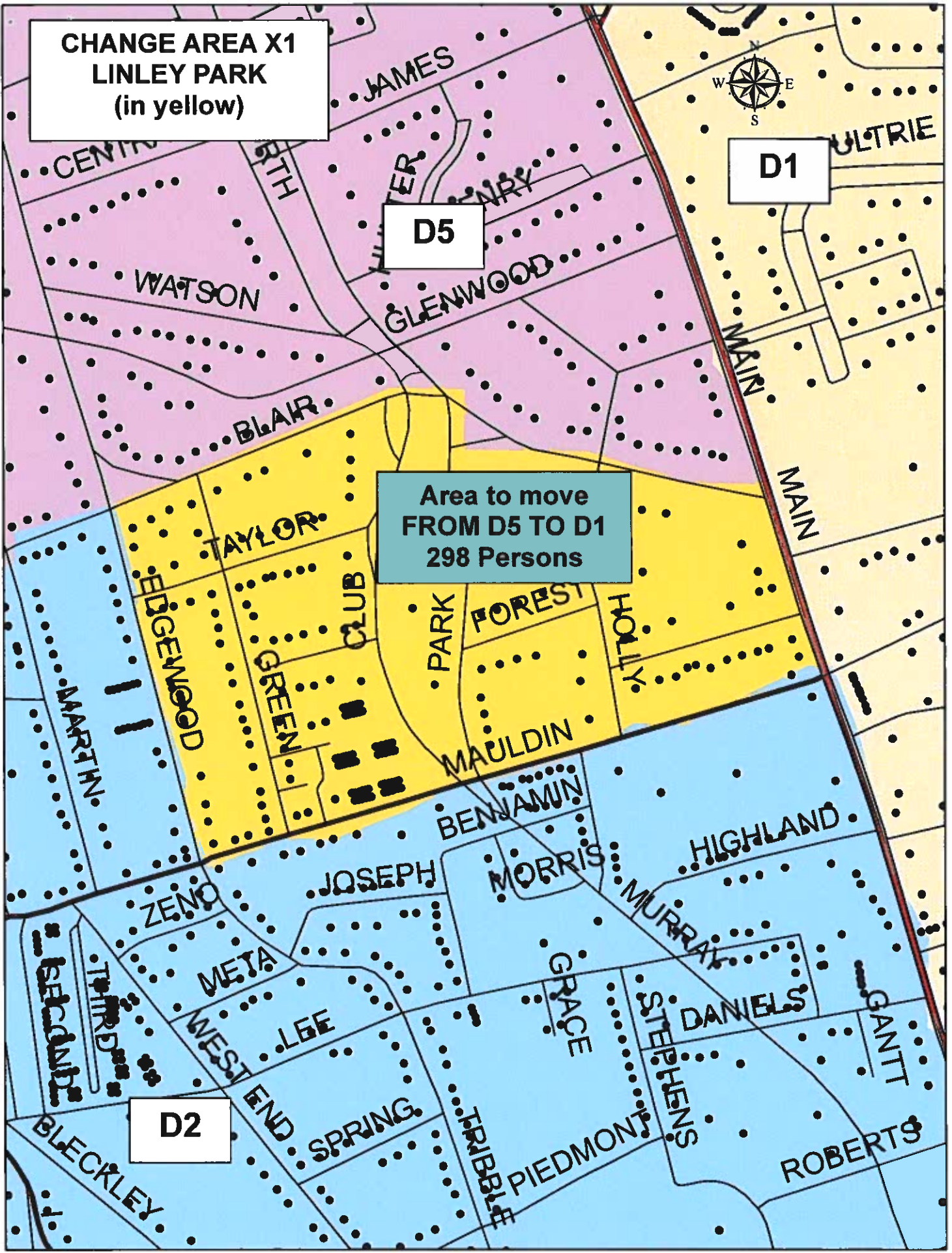
**CHANGE AREA X1  
LINLEY PARK  
(in yellow)**

**D5**

**D1**

**Area to move  
FROM D5 TO D1  
298 Persons**

**D2**





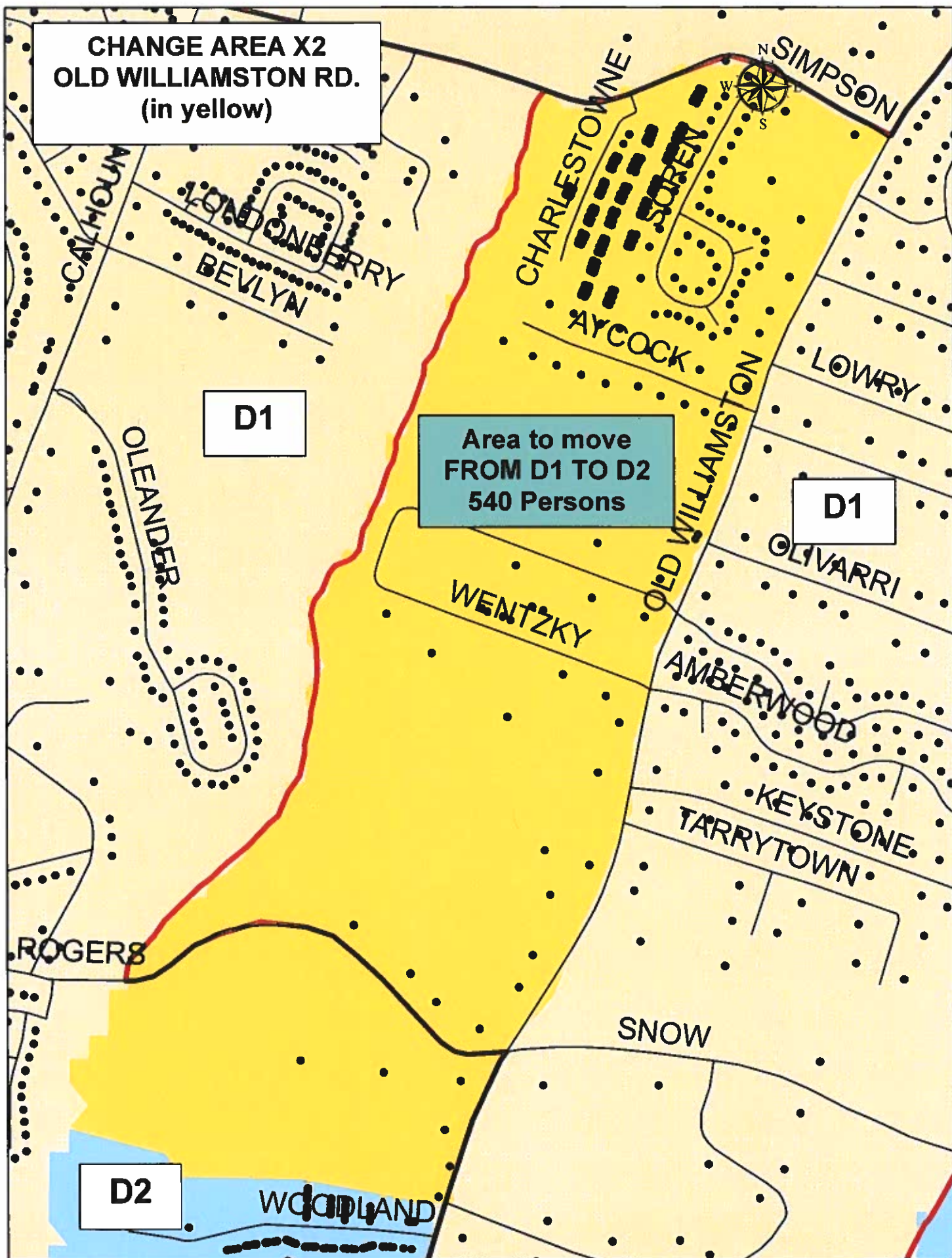
**CHANGE AREA X2  
OLD WILLIAMSTON RD.  
(in yellow)**

**D1**

**Area to move  
FROM D1 TO D2  
540 Persons**

**D1**

**D2**



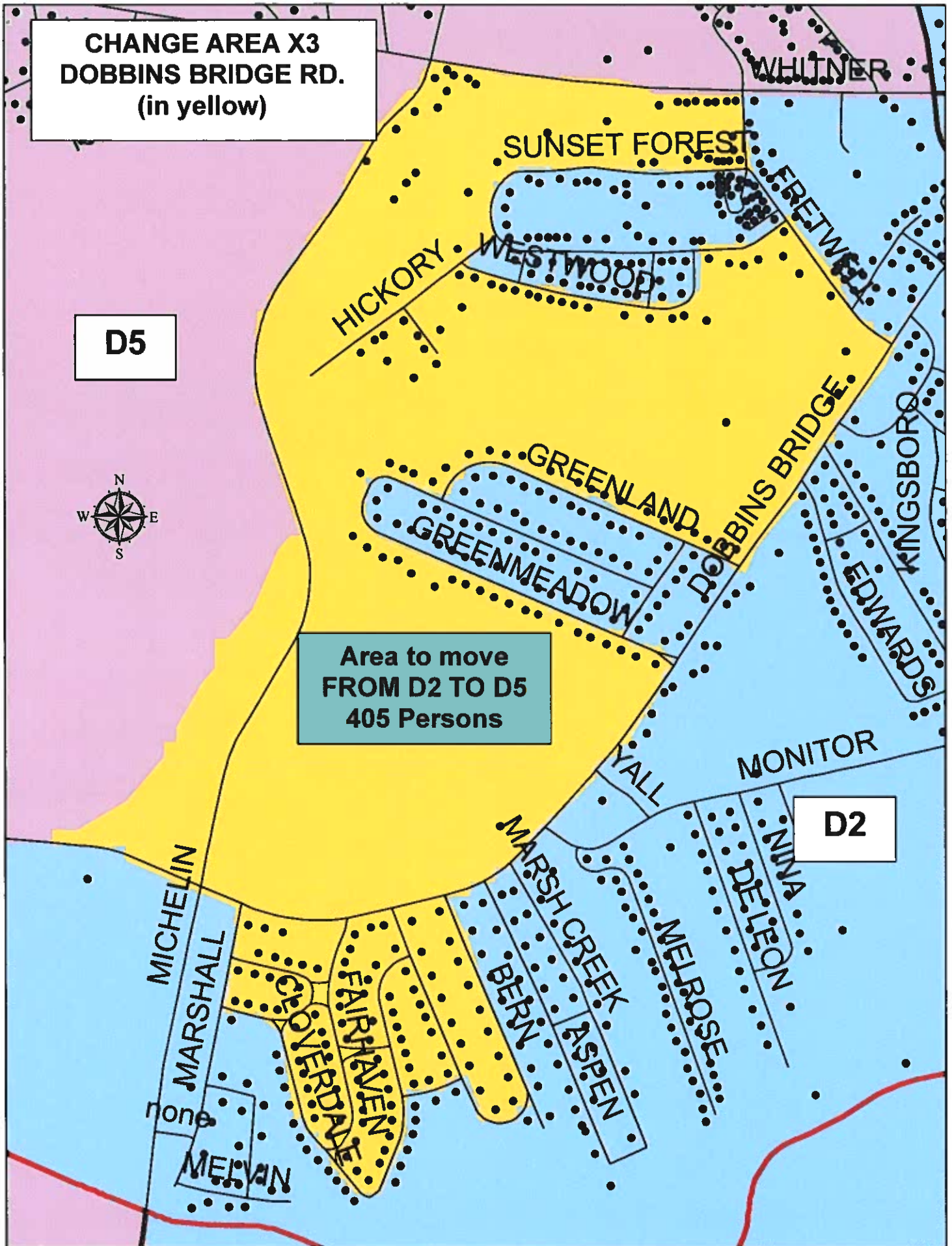
**CHANGE AREA X3  
DOBBINS BRIDGE RD.  
(in yellow)**

**D5**



**Area to move  
FROM D2 TO D5  
405 Persons**

**D2**



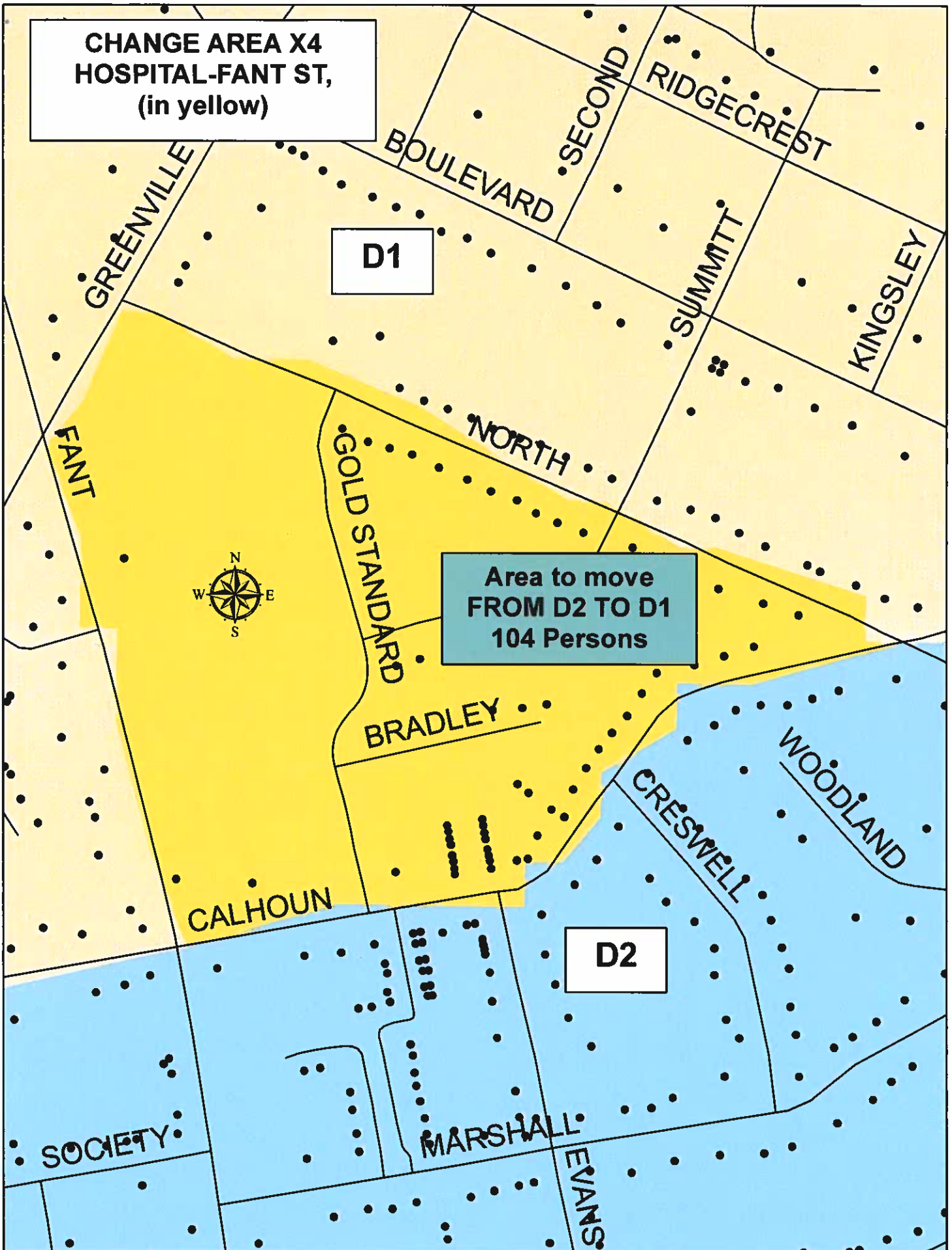


**CHANGE AREA X4  
HOSPITAL-FANT ST,  
(in yellow)**

**D1**

**Area to move  
FROM D2 TO D1  
104 Persons**

**D2**



**CHANGE AREA X5  
GLUCK MILL  
(in yellow)**



**Area to move  
FROM D2 TO D5  
99 Persons**

**D2**

**D5**

CHIPWOOD

CORNING

MT VERNON

NORBERT

MEADOW

WINFIELD

ROSEMONT

WOODVIEW

COTTAGE

KEYS

VISTA

CARSWELL

**ORDINANCE NO. 2022-003**

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

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

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

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

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

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

**ATTEST:**

**FOR ANDERSON COUNTY:**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman

---

Renee Watts  
Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: January 18, 2022

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

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

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

**EXHIBIT A**

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

Address: 509 Falls Street, Greenville, South Carolina

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

Legal Description: see attached survey

**SHEET 1 OF 1**

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

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

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

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



**ORDINANCE NO. 2022-004**

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

**WHEREAS**, the Anderson County, South Carolina, Code of Ordinances, Chapter 38 does not presently address a time frame whereby projects disapproved by the Planning Commission may be amended and brought back before the Planning Commission;

**WHEREAS**, the Anderson County Council desires to provide for the efficient operation of the Planning Commission;

**WHEREAS**, various proposed projects have been brought before the Planning Commission multiple times with minimal revisions to a previous proposal; and

**WHEREAS**, the County Council desires to amend Section 38-311 (c) of the Code of Ordinances to address the above stated issues.

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

1. The Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding a section, to be numbered 38-311 (c)(2), which section reads as follows:

38-311 (c)

(2) If the subdivider submits a corrected preliminary plat as provided in subsection (1) above and its is rejected by the planning commission, no further preliminary plats may be submitted within the next six (6) months.

2. The existing section 38-311(c)(2) shall be renumbered to 38-311 (c)(3) and existing section 38-311(c)(3) shall be renumbered to 38-311(c)(4).

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 February, 2022.

**ATTEST:**

**FOR ANDERSON COUNTY:**

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

\_\_\_\_\_  
Tommy Dunn, District #5, Chairman

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: \_\_\_\_\_

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

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

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

**ORDINANCE NO. 2022-005**

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OF LOLLIS METALS, INC.; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted by Anderson County Council on November 16, 2010 and Ordinance No. 4391 enacted November 2, 2010 by Greenville County Council, Anderson and Greenville Counties entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 (the "Agreement"); and

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

**WHEREAS**, in connection with certain incentives being offered by Anderson County to Lollis Metals, Inc., it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

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

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

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

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

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

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

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Leon C. Harmon  
County Attorney

1<sup>st</sup> Reading: \_\_\_\_\_

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

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

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

**FOR ANDERSON COUNTY:**

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

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

Anderson County TMS Numbers:

- 1) TMS No. 1520001005
- 2) TMS No. 1520001003
- 3) TMS No. 1520001014

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

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

Clerk, Anderson County Council

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

**ORDINANCE NO. 2022-006**

**AN ORDINANCE TO AMEND SECTIONS 38-172 AND 38-174 OF THE ANDERSON COUNTY, SOUTH CAROLINA, CODE OF ORDINANCES SO AS TO REQUIRE PLANNING COMMISSION APPROVAL FOR CERTAIN DWELLING UNITS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, dwelling units presently defined in Section 38-37 of the Anderson County, South Carolina, Code of Ordinances (hereinafter “Anderson County Code” or “Code”) as attached, multifamily, or townhouse are presented to the Planning Commission for approval or rejection if they qualify as a large scale project:

**WHEREAS**, projects in the aforementioned classifications may have significant impacts upon the general health and welfare of a community;

**WHEREAS**, the County Council desires that certain projects containing multiple dwelling units should be evaluated by the Planning Commission; and

**WHEREAS**, the County Council desires that the approval process for certain projects containing multiple dwellings units should mirror the approval process for subdivisions as contained in Article III of Chapter 38 of the Code.

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

1. Section 38-172 of the Code of Ordinances, Anderson County, South Carolina is hereby amended to add item (11) to read as follows:

(11) Attached, multifamily, or townhome developments consisting of 14 or more dwelling units or more dwelling units.

2. Section 38-174 of the Code of Ordinances, Anderson County, South Carolina is hereby amended to read as follows:

(b) The Commission shall review and evaluate each application with respect only to compliance with all applicable development standards contained herein and elsewhere in this article, except that any application for a project contained within section 38-172 (11) shall be evaluated by the commission in accordance with section 38-311.

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 \_\_\_\_\_, 2022.

**ATTEST:**

**FOR ANDERSON COUNTY:**

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

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Leon C. Harmon  
County Attorney

1<sup>st</sup> Reading: \_\_\_\_\_

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

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

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

**RESOLUTION NO.: R2022-005**

**A RESOLUTION TO APPROVE AN AUTHORIZATION AGREEMENT BETWEEN RENEWABLE WATER RESOURCES AND ANDERSON COUNTY TO PROVIDE FOR SEWER SERVICE TO CERTAIN AREAS SOUTH OF SOUTH CAROLINA HIGHWAY 8 IN THE VICINITY OF ITS INTERSECTION WITH I-85; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, multiple properties on the southside of South Carolina Highway 8 in the vicinity of its intersection with I-85 have requested public sewer service;

**WHEREAS**, the north side of Highway 8 in this area is the current boundary of Renewable Water Resources ("ReWa") service area;

**WHEREAS**, ReWa has infrastructure in this area to provide sewer service;

**WHEREAS**, Anderson County does not presently have infrastructure in this area to provide sewer service; and

**WHEREAS**, Anderson County is agreeable to ReWa providing sewer service in this area.

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

1. The Anderson County Council hereby approves the Authorization Agreement, attached hereto as Exhibit A, which provides for ReWa to provide sewer service to certain parcels on the south side of Highway 8 in the vicinity of its intersection with I-85 and further directs the County Administrator to execute the Authorization Agreement on behalf of Anderson County.

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

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

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

**RESOLVED** this \_\_\_\_ of February 2022, in meeting duly assembled.



**ATTEST:**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman

---

Renee Watts  
Clerk to County Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
Anderson County Attorney

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE  
FEDERAL ARBITRATION ACT AND THE SOUTH CAROLINA UNIFORM  
ARBITRATION ACT, SC CODE ANN. 115-4-10 ET. SEQ.**

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

**AUTHORIZATION AGREEMENT**

This agreement (hereinafter, the “Agreement” or “Authorization Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Renewable Water Resources (“ReWa”) and Anderson County, public entities and political subdivisions of the State of South Carolina. ReWa and Anderson County are each a “Party” to this Agreement and collectively constitute the “Parties.”

## BACKGROUND

ReWa is a political subdivision authorized to contract for acceptance of wastewater for transportation via its trunk lines and treatment at its wastewater treatment facilities in accordance with the terms of a Section 208 Water Quality Management Plan adopted by the Appalachian Council of Governments (the “208 Plan”) and its own enabling acts.

ReWa does now or proposes to own, operate and maintain certain sanitary sewer service laterals and sanitary sewer collection systems that serve specific Projects outside ReWa's defined service area (each, individually, a "Project" and collectively, the "Projects").

The Parties find it in the interests of each other and the public to enter into this Agreement that will make ReWa's services available under the terms and conditions more specifically set forth below.

The governing body of each Party has approved and authorized this Agreement and designated the undersigned individuals to execute and deliver this Agreement as the authorized act of the Party.

## TERMS

NOW THEREFORE, in consideration of the above, the mutual benefits to the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties agree that ReWa may provide services to certain Projects located in whole or in part in Anderson County, but outside of ReWa's service area, until such time that Anderson County elects to provide sanitary sewer treatment services to that Project and the Project no longer needs ReWa's services. The Projects are identified on **Exhibit A** and its addenda, which may be amended from time to time by the Parties. Such amendments are expressly incorporated into this Agreement.
2. ReWa agrees to accept flow from the Projects on the condition that the properties and constituents of the effluent comply with South Carolina Department of Health and Environmental Control ("SCDHEC") and ReWa rules and regulations. (collectively the "Regulations").
4. The wastewater customers within Anderson County but outside of the ReWa service area utilizing ReWa transportation and treatment facilities will be bound by and abide by the Regulations of ReWa, including but not limited to its sewer use regulations and collection system maintenance requirements pertaining to inflow and infiltration, general management policies, fines, penalties, and sanctions. The terms of this Agreement shall be binding upon all successors or assigns of Anderson County. This Agreement may not be assigned without the express, written consent of ReWa.

5. ReWa shall be liable for all damages, including but not limited to costs and attorneys' fees, caused by the discharge of any flow or materials from projects covered by this Agreement.
6. Anderson County agrees that customers utilizing ReWa transportation and treatment facilities shall pay ReWa all costs, rates, assessments, tap fees, impact fee(s), treatment charges, now in existence and/or which may in the future be set and established by ReWa and are uniformly applied to similar parties.
7. The current charges, rates and fees charged by ReWa for wastewater transportation and treatment are set forth in **Exhibit B** (Attachment B from ReWa's Sewer Use Regulation). This Attachment is modified by ReWa from time to time. Notwithstanding any provision to the contrary, ReWa may amend this exhibit in its sole discretion and without the consent of Anderson County. ReWa shall provide notice to Anderson County of such a change.
8. ReWa acknowledges that the introduction of any flow from these or other Projects into a ReWa transportation or treatment facility must be with the prior written consent of Anderson County. The Parties hereto agree to cooperate with each other in any proceedings necessary to obtain regulatory, administrative, regional or local government approvals for their performance of the terms and conditions of this Agreement, including those necessary under the 208 Plan.
9. **Resolution of Disputes: THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT**

**AND SOUTH CAROLINA CODE ANNOTATED SECTION 15-48-10, ET  
SEQ.**

- 9.1. **Mediation.** If a dispute arises between the Parties, whether relating to this Agreement or not, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by an attorney licensed in the state of South Carolina. The mediation shall be conducted in Greenville County, South Carolina. The mediator shall be an attorney, licensed in the State of South Carolina. The Parties shall mutually select a mediator.
- 9.2. **Arbitration.** The Parties agree to conduct the aforesaid mediation before resorting to arbitration. If the mediation is unsuccessful, the Parties agree to resolve any dispute regarding this Agreement or otherwise arising between the Parties by binding arbitration. Any claims, whether in contract, tort, equity, or arising under statute shall be subject to this arbitration provision. The arbitration shall be conducted before a single mutually acceptable arbitrator in Greenville County, South Carolina. The arbitrator shall be an attorney, licensed in the State of South Carolina. The Parties shall mutually select the arbitrator.
- 9.3. **Rules/Format.** The format and governing rules for the mediation and/or arbitration shall be that as provided in the Commercial Arbitration Rules and Mediation Procedures as amended and promulgated by the American Arbitration Association. If the Parties are unable to agree to a mediator

and/or arbitrator as contemplated above, one will be appointed pursuant to these rules.

9.4 **Notice.** Notice of any Demand for Mediation and/or Arbitration shall be served on the other Party within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall any such demand be made when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Notice of any Demand for Arbitration with respect to a specifically described claim, counterclaim, dispute or other matter in question will not constitute notice or consent to arbitrate any other claim, counterclaim, dispute, or other matter in question which is not specifically described in such notice.

9.5. **Finality of Decision.** The decision rendered by the arbitrator will be final; judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11), or under the South Carolina Arbitration Act, as amended, if applicable.

9.6. **Litigation.** In the event that the prior, binding arbitration shall for any reason be deemed unenforceable, the Parties agree as follows: the Parties consent and agree that any dispute(s) between the Parties (in contract, tort, or statutory) or any dispute(s) arising under this Agreement shall be

exclusively resolved in the State Courts of South Carolina for Anderson County or the Federal Courts for the District of South Carolina, Anderson Division. Both Parties consent to jurisdiction in and agree to have any such disputes resolved in these two courts. Both Parties agree that these courts are the most convenient venue for the resolution of any such disputes.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without giving effect to principles of conflict of laws.
11. This Agreement, including the Exhibit(s) referenced herein, is a complete contract and contains the entire agreement between the Parties relating to the Projects. The separate Inflow and Infiltration Agreement between the Parties will also apply to the flow from the Projects.
13. Any failure or delay in exercising, or any single or partial exercise of, any right or remedy by either Party hereto shall not be deemed a waiver of any further, prior, or future right or remedy hereunder.
14. This Agreement is entered into solely between and may be enforced only by ReWa and Anderson County. The Agreement shall not be deemed to create any rights in third parties or to create any obligations of a Party to any such third parties.
15. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. In case any covenant, stipulation, obligation, or agreement contained in this Agreement shall

for any reason be held to be in violation of law, then such covenant; stipulation, obligation, or agreement shall nonetheless be enforced to the full extent permitted by law, giving as full effect as possible to that particular portion of the Agreement. The Parties agree to substitute such an enforceable term or otherwise to have a court and/or arbitrator substitute such a term to as fully as possible maximize the intent of the stricken term.

16. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
17. With the exception of the change provided in Paragraph 6, this Agreement may not be amended, changed, modified or terminated without, in each instance, the prior written consent of both Parties. No modification, amendment or other change in this Agreement shall be effective or binding upon a Party unless specifically set forth in writing signed by the Party to be bound thereby.
18. This Agreement shall become effective on the above date.
19. Any notice, demand or other communication which either Party shall desire or be required to give pursuant to the provisions of this Agreement shall be in writing and shall be deemed to be served when delivered personally, by telecopy, or deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, and addressed as follows, or to such other address as any Party may request by proper written notice:



To Anderson County:  
Anderson County  
P.O. Box 8002  
Anderson, SC 29622  
Attn: County Administrator

To ReWa:

Renewable Water Resources  
561 Mauldin Road  
Greenville, SC 29607  
Attn: Chief Executive Officer

With a courtesy copy sent via e-mail to rivers.stilwell@nelsonmullins.com.

Or to such other address as any Party may, by proper notice, request.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their  
seals as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Witnesses:**

**Anderson County**

\_\_\_\_\_

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

\_\_\_\_\_

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

**Witnesses:**

**Renewable Water Resources**

\_\_\_\_\_

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

\_\_\_\_\_

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

**EXHIBIT A**  
**Projects Subject to Authorization Agreement**

Renewable Water Resources (“ReWa”) and Anderson County, public entities and political subdivisions of the State of South Carolina, are parties to an Authorization Agreement executed on or about \_\_\_\_\_, 20\_\_\_\_ (the “Agreement”). Through this Agreement, ReWa and Anderson County agreed to certain terms and conditions and authorized ReWa to provide its services to certain Projects located outside of its service area. Each Project is identified through one or more addenda to this Exhibit A, which are expressly attached to and incorporated into the Agreement.

**Addendum to Exhibit A to the Authorization Agreement**  
**Project(s) Subject to Agreement**

This is an addendum by Anderson County and ReWa to Exhibit A to the Authorization Agreement between the parties executed on or about \_\_\_\_\_, \_\_\_\_\_. The following parcel(s) constitute a Project or Projects subject to the Authorization Agreement:

- Tax Map Number 193-00-15-005.

The Authorization Agreement is hereby updated and amended to include these additional parcels by the authorized representatives signing below. This Addendum does not revoke any previously executed addenda unless specifically stated herein.

**Anderson County**

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

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

Date: \_\_\_\_\_

**Renewable Water Resources**

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

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

Date: \_\_\_\_\_

# Potential Parcels to be Served by Service Area Agreement

Highway 86 PS #3

Loves Travel Center

Piedmont Reg. WRRF Basin

TMS 2180015001

TMS 2180015005

TMS 1930015005

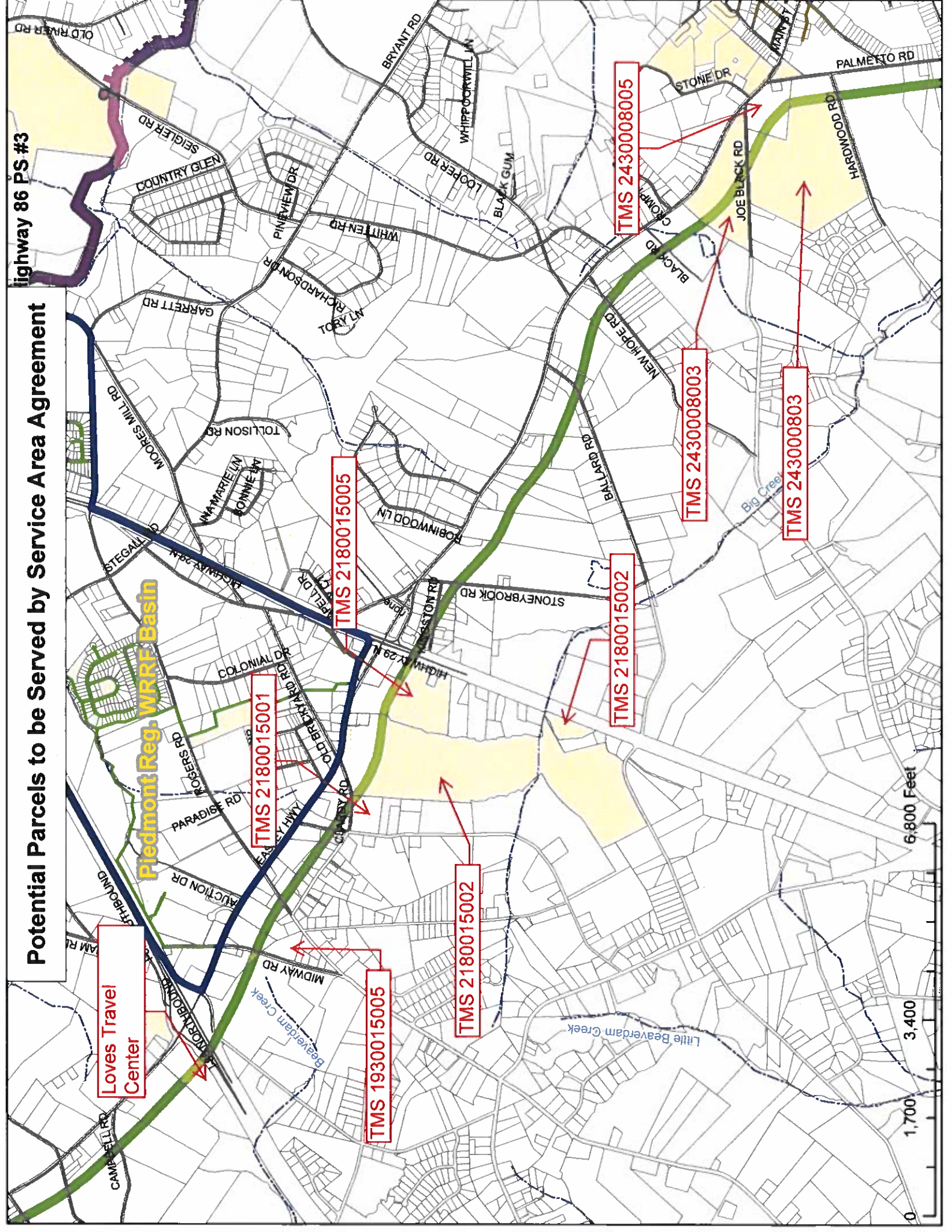
TMS 2180015002

TMS 2180015002

TMS 2430008003

TMS 2430008005

TMS 2430008003



# Anderson County Purchasing Department Bid Tabulation

## BID #22-019 GREAT LAWN PARK PROJECT

	Vendor	addend. & bond	BID / ALT. BID
1	JM COPE		\$262,500.00
2	FOOTHILLS CONTRACTOR		\$331,900.00
3	AOS		\$383,345.00
4	B COUCH		NO RESPONSE
5	NO FAULT		NO RESPONSE
6	ENGINEERING		NO RESPONSE
7	S AND S		NO RESPONSE
8	H2I GROUP		NO RESPONSE
9	J DAVIS CONSTRUCTION		NO RESPONSE
10	BCG INC		NO RESPONSE
11	DAVIS PLUMBING		NO RESPONSE
12	SUMMIT CONSTRUCTION		NO RESPONSE
13	GREAT SOUTHERN		NO RESPONSE
14	STERLING		NO RESPONSE

	Vendor	addend. & bond	BID / ALT. BID
15	NT GRADING		NO RESPONSE
16	BELK		NO RESPONSE
17	MILLER		NO RESPONSE
18	THG CONSTRUCTION		NO RESPONSE
19	GLENN CONSTRUCTORS		NO RESPONSE
20	ATTAWAY CONSTRUCTION		NO RESPONSE
21	MOORHEAD		NO RESPONSE
22	GREENSTONE		NO RESPONSE
23	EARTH MATERIALS		NO RESPONSE
24			
25			
26			
27			
28			
	<b>AWARD TO:</b>		<i>Foothills</i>

## SECTION IV: Addendum A

### BID FORM

Name of Party submitting the Bid: Foothills Contracting Service LLC

To: Purchasing Manager for Anderson County

Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: #22-019    **Great Lawn Park Project**

ITEM	UNIT	QTY.	UNIT COST	ITEM COST
Mobilization	LS	1		\$15,700
Earthwork	LS	1		\$61,000
Demo existing	LS	1		\$63,000
Concrete Sidewalk/Flatwork/Benches	LS	1		\$105,000
Guardrail	LS	1		\$33,000
Landscape/Grass	LS	1		\$54,200
<b>TOTAL BID</b>				<b>\$331,900</b>



# Anderson County Purchasing Department Bid Tabulation

BID #22-032 THE 1428 BLDG. RE-R00F

	Vendor	addend. & bond	BID / ALT. BID
1	CAROLINA ROOF RESCUE		\$855,000.00
2	TURN KEY ROOFING		\$989,000.00
3	J A PIPER		\$815,653.00
4	LAND ROOFING		\$797,800.00
5	LLOYD ROOFING		\$689,800.00
6	C E BOURNE		\$917,719.00
7	PORTER ROOFING		\$1,093,643.00
8	AAR OF NC		\$799,000.00
9	STATES COMMERCIAL ROOFING		NO RESPONSE
10	RPI		NO RESPONSE
11	BONE DRY ROOFING		NO RESPONSE
12	PS ROOF		NO RESPONSE
13	ATD RESTORATION		NO RESPONSE
14	LAFAVES CONSTRUCTION		NO RESPONSE



	Vendor	addend 2 bond	BID / ALT. BID
15	PICKENS ROOFING		NO RESPONSE
16	ALL CON ROOFING		NO RESPONSE
17	THE ROOF CO.		NO RESPONSE
18	NATIONS ROOF		NO RESPONSE
19	GLENN CONSTRUCTION		NO RESPONSE
20	I AND E SPECIALTIES		NO RESPONSE
21	NUNNERY ROOFING		NO RESPONSE
22	WNC ROOFING		NO RESPONSE
23	WAYNCO		NO RESPONSE
24	DURALAST		NO RESPONSE
25	CORNERSTONE CONSTRUCTION		NO RESPONSE
26	PALMETTO STATE ROOFING		NO RESPONSE
27	ADAMS AND COE ROOFING		NO RESPONSE
28	PREMIERE ROOFING		NO RESPONSE
<b>AWARD TO:</b>		Lloyd Roofing	\$689,800.00



### SECTION III

#### Bid Form (REVISED)

Name of Party submitting the Bid: Lloyd Roofing Co., Inc.

To: Purchasing Manager for Anderson County

1. Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: **Partial Re-Roof of the Anderson County 1428 Building**

Bid No.: **22-032**

ITEM	Qty.	UNIT	UNIT PRICE	TOTAL
Partial Re-Roof of the Anderson County 1428 Building	1	L/S		\$ 689,800.00
***** Provide unit prices below:				
Deck Replacement		Sq. Ft.	\$ 13.00	
Treated Blocking Replacement		Lin. Ft.	\$ 3.00	
Drain Replacement		Each	\$ 800	
Roof Insulation		Sq. Ft.	\$ 2.00	

**\* See Scope of Work**

Each individual bid item shall be determined from visiting the work site, reviewing the plans and specifications and all other portions of the bid documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Contractor's Agreement, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, permanent and temporary construction signs, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, and all bonds, insurance and submittals, pursuant to the requirements of the Bid Package, including, but not limited to, the Contractor's Agreement and all Bid Documents, whether or not expressly listed or designated. It is understood that each item is estimated and quantities may change and that the final bill will reflect actual quantities in place per the unit priced of that bid item.

# Anderson County Purchasing Department Bid Tabulation

BID #22-033 BRADLEY RD. INTERCEPTOR

	Vendor	addend. & bond	BID / ALT. BID
1	MOORHEAD		BASE \$2,088,801.00
2			ALT.1 -\$94,350.00
3			-\$140,000.00
4			\$1,854,451.00
5	TUGALOO		BASE \$1,932,880.33
6			ALT.1 -\$135,150.00
7			- \$205,405.00
8			\$1,592,280.33
9	CLEARY		BASE \$2,961,927.10
10			ALT.1 -\$125,800.00
11			- \$196,000.00
12			\$2,640,127.10
13	VORTEX		NO RESPONSE
14	MCCLAM		NO RESPONSE

Vendor	Address & Phone	BID / ALT. BID
15 G C INC.		NO RESPONSE
16 GREENSTONE CONSTRUCTION		NO RESPONSE
17 J M CON.		NO RESPONSE
18 YOUNG PLUMBING		NO RESPONSE
19 THRASHERS		NO RESPONSE
20 CRYSTAL SEWER		NO RESPONSE
21 CHANDLER		NO RESPONSE
22 DAVIS PLUMBING		NO RESPONSE
23		
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28		
<b>AWARD TO:</b>		

Tugaloo  
Alternate 1

4-1/98



January 14, 2022

Goodwyn Mills Cawood

617 East McBee Avenue  
Suite 200  
Greenville, SC 29601

T (864) 527-0460  
F (864) 527-0461

www.gmcnetwork.com

Mr. Rusty Burns  
Anderson County  
101 South Main Street  
Anderson, SC 29624

**RE: Recommendation of Award for Bradley Road Interceptor, Bid #22-033**  
**GMC Project No. CGRE210100**

Dear Mr. Burns,

Three (3) bids were received and opened for the Bradley Road Interceptor Project, Bid #22-033, on Thursday, January 13, 2022. All three (3) bidders were responsive and qualified. The bids have been reviewed and tabulated from the following:

Bidder	Base Bid	Base Bid + Alt 1
Tugaloo Pipeline, Inc.	\$1,934,123.33	\$1,593,523.33
Don Moorhead Construction, Inc.	\$2,088,801.00	\$1,854,451.00
Cleary Construction Inc.	\$2,961,927.10	\$2,640,127.10

There was a mathematical error in the Bid of Tugaloo Pipeline, Inc. resulting in an incorrect unit price extension for Item 12. The unit price extension was corrected and the total base bid adjusted. This error did not change the order of the bids. There was a scribers error in the Bid of Moorhead Construction, Inc. consisting of an incorrectly written allowance unit price for Item 21. This allowance was set at 10% of the bid amount. This correction did not change the bid total, nor the order of the bids.

Tugaloo Pipeline, Inc. was the low bidder with a base bid of \$1,934,123.33 and a deduction of (\$340,600.00) for alternate #1. Due to their responsive and reasonable bid, I recommend the award be made to Tugaloo Pipeline, Inc. in the amount of \$1,934,123.33 for the base bid or \$1,593,523.33 if Anderson County elects to award Alternate #1.

Should you have any questions, please do not hesitate to call me at 864-527-0460.

Sincerely,  
GOODWYN, MILLS AND CAWOOD, LLC.

John Raiford, PhD, PE  
Project Engineer

Cc: Derick Singleton, Robert Carroll

**SECTION IV: Addendum A**  
**BASE BID FORM (Rev. Addendum 1)**  
**Bradley Road Interceptor**

Name of Party submitting the Bid: Tugalo Pipeline, Inc

To: Purchasing Manager for Anderson County

1. Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: Bradley Road Interceptor

Bid No.: 22-033

**BID SCHEDULE**

**BRADLEY ROAD INTERCEPTOR**

<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	1	LS	Mobilization (5%)	<u>85,000.00</u>	<u>85,000.00</u>
2			<b>24 inch PVC-PS115 Gravity Sewer</b>		
2a	160	LF	0' to 8' depth	<u>232.00</u>	<u>37,120.00</u>
2b	440	LF	8' to 12' depth	<u>252.00</u>	<u>110,880.00</u>
2c	700	LF	12' to 16' depth	<u>265.00</u>	<u>185,500.00</u>
2d	400	LF	16' to 20' depth	<u>284.00</u>	<u>113,600.00</u>
2e	100	LF	>20' depth	<u>315.00</u>	<u>31,500.00</u>
3			<b>24 Inch PVC-PS46 Gravity Sewer</b>		
3a	1400	LF	0' to 8' depth	<u>189.00</u>	<u>264,600.00</u>
3b	1350	LF	8' to 12' depth	<u>210.00</u>	<u>283,500.00</u>
3c	750	LF	12' to 16' depth	<u>223.00</u>	<u>167,250.00</u>
4			<b>8 inch PVC SDR35 Gravity Sewer</b>		
4a	320	LF	0' to 8' depth	<u>75.00</u>	<u>24,000.00</u>

4b	140	LF	8' to 12' depth	<u>94.00</u>	<u>13,440.00</u>
5	660	LF	6 inch PVC Force Main	<u>59.00</u>	<u>38,940.00</u>
6	18	EA	48 inch Diameter Concrete Manholes (up to 8' depth)	<u>3530.00</u>	<u>63,540.00</u>
7	130	VF	Extra Depth for 48 inch Reinforced Concrete Manhole (>8' depth)	<u>352.00</u>	<u>45,760.00</u>
8	2	EA	Polymer Concrete Manhole	<u>20,000.00</u>	<u>40,000.00</u>
9	1	EA	Doghouse Manhole	<u>34,009.00</u>	<u>34,009.00</u>
10	1	LS	Inside Manhole Drop Connection	<u>22,674.00</u>	<u>22,674.00</u>
11	100	CY	Trench Rock	<u>168.00</u>	<u>16,800.00</u>
12	2	EA	Trench Plugs	<u>1243.00</u>	<u>1,243.00</u>
13	2	LS	Connect to Existing Sewer	<u>7602.00</u>	<u>15,204.00</u>
14	14	SY	Cut & Repair Asphalt (Local Road)	<u>392.00</u>	<u>5488.00</u>
15	93	LF	12 inch Steel Cased Bore under SC-81	<u>376.00</u>	<u>34968.00</u>
16	1	LS	Abandon Existing Pump Station	<u>19513.00</u>	<u>19513.00</u>
17	1	LS	Clearing and Grubbing	<u>33,635.00</u>	<u>33,635.00</u>
18	1	LS	Erosion and Sediment Control	<u>33,706.00</u>	<u>33,706.00</u>
19	1	LS	Seeding and Restoration	<u>15,136.00</u>	<u>15,136.00</u>
20	1	LS	Traffic Control	<u>2402.00</u>	<u>2402.00</u>
21	1	LS	Contingency Allowance (10%)	<u>193,412.33</u>	<u>193,412.33</u>
				<b>Total Base Bid</b>	<u><b>1,932,880.33</b></u>
<b>Alternate 1</b>					
22	1700	LF	Add/Deduct for use of 18 inch diameter in lieu of 24 inch diameter for Bid Item 2.	<u>- 49.50</u>	<u>- 135,150.00</u>
23	3500	LF	Add/Deduct for use of 18 inch diameter in lieu of 24 inch diameter for Bid Item 3	<u>- 58.70</u>	<u>- 205,405.00</u>
				<b>Total Alternate 1</b>	<u><b>- 340,600.00</b></u>
				<b>Total Base Bid plus Alternate 1</b>	<u><b>1,592,280.33</b></u>

# Anderson County Purchasing Department Bid Tabulation

BID #22-034 FIVE MILE PHASE IV

	Vendor	addend. & bond	BID / ALT. BID
1	VORTEX		\$1,551,440.00
2	GRANITE INLINER		\$1,728,974.50
3	SAK CONSTRUCTION		\$1,824,102.50
4	MCCLAM		NO RESPONSE
5	G C INC.		NO RESPONSE
6	TUGALOO		NO RESPONSE
7	GREENSTONE CONSTRUCTION		NO RESPONSE
8	MOORHEAD		NO RESPONSE
9	J M CON.		NO RESPONSE
10	YOUNG PLUMBING		NO RESPONSE
11	THRASHERS		NO RESPONSE
12	CRYSTAL SEWER		NO RESPONSE
13	CHANDLER		NO RESPONSE
14	AMLINER		NO RESPONSE



15	NAPC	NO RESPONSE
16	RECONOLOGY	NO RESPONSE
17	BIO-NOMIC	NO RESPONSE
18	GULF COAST UNDERGROUND	NO RESPONSE
19	TEAM IPR	NO RESPONSE
20	AEGION	NO RESPONSE
21	PUCC	NO RESPONSE
22	RESINATING LLC	NO RESPONSE
23		
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<b>AWARD TO:</b>		

*Vortex*  
*12/1/2022*



January 14, 2022

**Goodwyn Mills Cawood**

617 East McBee Avenue  
Suite 200  
Greenville, SC 29601

T (864) 527-0460  
F (864) 527-0461

[www.gmcnetwork.com](http://www.gmcnetwork.com)

Mr. Rusty Burns  
Anderson County  
101 South Main Street  
Anderson, SC 29624

**RE: Recommendation of Award for 5 Mile Rehabilitation Phase IV, Bid #22-034  
GMC Project No. CGRE210051**

Dear Mr. Burns,

Three (3) bids were received and opened for the 5 Mile Rehabilitation Project Phase IV, Bid #22-034, on Thursday, January 13, 2022. The bids have been reviewed and tabulated from the following:

<u>Bidder</u>	<u>Total Bid</u>	<u>Notes</u>
Vortex Services, LLC Greenville, SC 29605	\$1,551,440.00	Low Bidder
Granite Inliner, LLC Gastonia, NC 28052	\$1,728,974.50	
SAK Construction, LLC O'Fallon, MO 63366	\$1,824,102.50	

Vortex Services, LLC. was the low bidder with a base bid of \$1,551,440.00. All three (3) bidders were responsive and qualified. Due to their responsive and reasonable bid, GMC recommends the award be made to Vortex Services, LLC. in the amount of \$1,551,440.00.

Should you have any questions, please do not hesitate to call me at 864-527-0460.

Sincerely,  
GOODWYN, MILLS AND CAWOOD, INC.



Will Nading, PE

**SECTION IV: Addendum A**  
**BASE BID FORM**  
**FIVE MILE PHASE IV REHABILITATION**

Name of Party submitting the Bid: Vortex Services, LLC.

To: Purchasing Manager for Anderson County

1. Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: FIVE MILE PHASE IV REHABILITATION  
 Bid No. 22-034

**BID SCHEDULE**

**FIVE MILE PHASE IV REHABILITATION**

<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	1	LS	Mobilization (5% of bid)	\$65,000.00	\$65,000.00
Five Mile Phase IV					
2	6,000	LF	Pre-CIPP Sewer Cleaning and CCTV	\$9.25	\$55,500.00
3	1,000	LF	Heavy Sewer Cleaning (Tuberculation)	\$10.00	\$10,000.00
4	3	EA	Service Lateral Replacement	\$11,900.00	\$35,700.00
5	10	EA	15-inch point Repair (up to 10 LF)	\$9,500.00	\$95,000.00
6	1,000	LF	Additional 15-inch point repair length	\$395.00	\$395,000.00
7	6,000	LF	15-inch CIPP installation	\$70.75	\$424,500.00
8	375	VF	Corrosion proof MH lining	\$270.00	\$101,250.00
9	10	EA	Re-build invert	\$750.00	\$7,500.00
10	15	EA	Replace MH Cone and riser	\$7,500.00	\$112,500.00
11	25	EA	Replace MH Ring and Cover	\$900.00	\$22,500.00
12	1	LS	5 Mile Site Restoration (Grassing, asphalt, etc.)	\$3,450.00	\$3,450.00

Gilmer Subdivision

2.1	40	EA	MACP Manhole Inspection	<u>\$200.00</u>	<u>\$8,000.00</u>
2.2	150	VF	Cementitious MH Rehab	<u>\$330.00</u>	<u>\$49,500.00</u>
2.3	5	EA	Raise Manhole Rim Elevation	<u>\$1,350.00</u>	<u>\$6,750.00</u>
	5	EA	Re-buld invert	<u>\$750.00</u>	<u>\$3,750.00</u>
2.4	10	EA	Replace MH ring and cover	<u>\$1,350.00</u>	<u>\$13,500.00</u>
2.5	1	LS	Gilmer Site Restoration (Grassing, asphalt, etc.)	<u>\$1,000.00</u>	<u>\$1,000.00</u>
				<b>Subtotal</b>	<u><b>\$1,410,400.00</b></u>
				<b>Contingency (10% of subtotal)</b>	<u><b>\$141,040.00</b></u>
				<b>Total Bid</b>	<u><b>\$1,551,440.00</b></u>

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive informalities in the bidding.

BASE BID IN WORDS One million four hundred ten thousand ~~four~~ four hundred  
dollars and zero cents

TOTAL BID IN WORDS One million five hundred fifty one thousand four hundred  
forty dollars and zero cents

## Anderson County Purchasing Department Bid Tabulation

BID #22-035 ASEC PAVER REPLACEMENT

	Vendor	addend. & bond	BID / ALT. BID
1	STERLING STRUCTURE		\$87,000.00
2	SOUTHERN CONCRETE		\$74,413.28
3	DANS SERVICES		NO RESPONSE
4	CP BUILDERS		NO RESPONSE
5	MACE GREEN BUILDERS		NO RESPONSE
6	ANDERS INC.		NO RESPONSE
7	SANITARY PLUMBING		NO RESPONSE
8	WILSON BROS.		NO RESPONSE
9	JONES CURB		NO RESPONSE
10	S AND S		NO RESPONSE
11	EARTH MATERIALS		NO RESPONSE
12	WHAM		NO RESPONSE
13	HUTCHINSON		NO RESPONSE
14	LYNNSTAR		NO RESPONSE

	Vendor	Address & Bond	BID / ALT BID
15	FOWLER		NO RESPONSE
16	MIKE DUNCAN		NO RESPONSE
17	WALT HART		NO RESPONSE
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	<b>AWARD TO:</b>	Southern Concrete	

# SECTION IV: Addendum A

## BID FORM (Revised)

Name of Party submitting the Bid: Southern Concrete and Construction, Inc.

To: Purchasing Manager for Anderson County  
Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: #22-035 **ASEC Paver Replacement Project**

Items for Raised Landscaping Bed	UNIT	QTY.	UNIT COST	ITEM COST
Removal of approximately 70 CY of unclassified existing material and terminate the existing electrical box per plans	LS	1	5,733.00	5,733.00
Installation of approximately 20 CY of compacted washed stone per plans	CY	20	156.59	3,131.80
Place approximately 1,591 SF of 4x4-W5.5XW5.5 welded wire fabric per plans	SF	1,591	2.88	4,582.08
Pour approximately 30 CY of 4000 PSI air entrained concrete per plans	CY	30	430.00	12,900.00

Items for Concession Area	UNIT	QTY.	UNIT COST	ITEM COST
Removal of approximately 80 CY of unclassified existing material per plans	LS	1	7,357.00	7,357.00
Installation of approximately 32 CY of compacted washed stone per plans	CY	32	156.59	5,010.88
Place approximately 2,404 SF of 4x4-W5.5XW5.5 welded wire fabric per plans	SF	2,404	2.88	6,923.52
Pour approximately 48 CY of 4000 PSI air entrained concrete per plans	CY	48	430.00	20,640.00

Mobilization (to include bonds)	1	LS	<u>2,500.00</u>	<u>2,500.00</u>
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Soil Compaction Testing & Concrete Testing	1	LS	<u>5,635.00</u>	<u>5,635.00</u>
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<b>Total Cost</b>	<b>\$</b>	<u><b>74,413.28</b></u>
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## Anderson County Purchasing Department Bid Tabulation

### BID #22-036 ASEC LANDSCAPING

	Vendor	Bid/Alt Bid
1	COLLINS LANDSCAPING	\$157,508.00
2	CHAPMAN	NO RESPONSE
3	FRESH CUT LAWN	NO RESPONSE
4	PALMETTO GREEN	NO RESPONSE
5	M & C CONTRACTING	NO RESPONSE
6	JAREMA LANDSCAPING	NO RESPONSE
7	MCLAWN	NO RESPONSE
8	JM	NO RESPONSE
9	STERLING	NO RESPONSE
10	MILLERS	NO RESPONSE
11	BELK	NO RESPONSE
12	COMPLETE TURF	NO RESPONSE
13	FIRST IMPRESSIONS	NO RESPONSE
14	S & S	NO RESPONSE



	Vendor	adband & bond	BID/ALT BID
15			
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28			
<b>AWARD TO:</b>		Collins JAL 1/20/22	

## SECTION IV: Addendum A

### BID FORM

Name of Party submitting the Bid: Collins Landscape Mgmt, Inc.

To: Purchasing Manager for Anderson County

Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

**Bid: #22-036 Anderson Civic Center Blvd Landscaping Project**

#### BASE BID-LUMP SUM:

Single-Prime Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by ADC Engineering, Inc., having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, services, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc., according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

#### BASE BID

\$ 157,508.00 Dollars (\$ )

In writing

One Hundred, Fifty-Seven Thousand, Five Hundred, Eighty + 00/100

#### UNIT PRICES (see project manual):

Unit prices quoted and accepted shall apply throughout the life of the Contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of the changes in the scope of the Work all in accordance with the Contract Document. The Bidder is asked to provide the following unit prices to be used to adjust the Contract up or down if the scope of the Work changes. Award shall be based on the lump sum bid and not the unit prices. Quantities of Unit Prices below are estimated and are only to establish a baseline.

UNIT PRICE ITEM	UNIT	QTY.	UNIT COST	ITEM COST
River Rock	SF	1	\$ 6.80	\$ 18,000.
Rip Rap	SF	1	\$ 6.10	\$ 40,800.
Sod	SF	1	\$ 1.10	\$ 22,000.
Irrigation	SF	1	\$ 0.30	\$ 12,000.



ANDERSON COUNTY  
SOUTH CAROLINA

**Tommy Dunn**  
Chairman, District 5

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

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

**Glenn A. Davis**  
Council District 2

**Ray Graham**  
Council District 3

**Jimmy Davis**  
Council District 6

**Cindy Wilson**  
Council District 7

**Renee Watts**  
Clerk to Council

**Rusty Burns**  
County Administrator

## RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

Mail/Email/Fax to:

Anderson County Council Clerk  
P.O. Box 8002, Anderson, SC 29622  
rdwatts@andersoncountysc.org  
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:  
Palmetto Knights
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):

District 1:	\$500.00
District 2:	\$500.00
District 3:	\$500.00
District 4:	\$2,000.00
District 5:	\$500.00
District 6:	\$500.00
District 7:	\$500.00
3. The purpose for which the funds are being requested:

For the last 4 years, the T. Ed Garrison arena has hosted teams from around the Nation attempting to make the US National team that travels to Europe each year to compete in the World Championships in the sport of medieval combat. Teams selected here in Anderson, SC have competed in World Championships held in Italy(2018) and Serbia(2019) though sadly the 2020 and 2021 teams were unable to travel due to the world pandemic causing those events to be cancelled.

This year, the first official North American event of the season will take place here in Anderson with teams from across the USA and even as far away as Mexico and Brazil planning to attend baring Covid based travel restrictions. This year the event will be a 2 day long event featuring some of the best male and female fighters in the country competing on February 25<sup>th</sup> and 26<sup>th</sup>. Friday there will be singles competitions featuring

a number of different weapons styles and competition formats. Saturday February 26<sup>th</sup> we will move to team competitions starting with 5 fighters vs 5 fighters and later that same day teams of 12 fighters will compete against each other.

From the combined 2 days of competition, we should have approximately 120-140 fighters coming to Anderson, SC plus an additional 40+ staff, trainers, and family and the majority will be coming in on Thursday and staying until Sunday. We already have over 100 confirmed reservations 6 weeks prior to the event itself. We have arranged for all the teams to stay at the Hilton Garden Inn in Anderson again this year and I assume these approximately 160+/- will be eating, shopping and all around enjoying all that Anderson has to offer when they are not competing. We provide the teams with a list of restaurants and bars and other venues that our visitors can enjoy in the local area so that hopefully everyone does not end up only one locations as any one place would have trouble with any Covid distancing when so many people come in at once.

Over the last 4 years, this event has garnered national and even international acclaim as one of the best events held each year. As this event continues to grow, we think the numbers of competitors will continue to do so as well requiring us to move to a larger venue such as the Civic Center of Anderson or some other such location. Thank you for taking the time to look over this proposal and I would be happy to answer any questions you may have about the event.

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

YES, see attached from the SC Sec. of State Office

5. Contact Person:           Trey Sutter  
Mailing Address:       136 McGaha Rd, Easley, SC 29640  
Phone Number:       864-787-3589  
Email:                   TreySutter@gmail.com

6. Statement as to whether the entity will be providing matching funds:

The Palmetto Knights, in addition to its own funds, has additional funds coming in to help cover the cost of the arena as well as the many

other costs associated (food, drinks, first aid staff, covid precautions, etc.) with the event from both a fee charged to each competitor as well as advance and "at the door" ticket sales as the event is open to the public both days and in the past we have had several hundred fans in the stands. The arena is large enough to socially distance groups from each other as it is designed to seat over 1300 at a time.

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 E. Sutter III

Print Name

Jan 14, 2022

Date

# Business Entities Online

File, Search, and Retrieve Documents Electronically

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## PALMETTO KNIGHTS

### Corporate Information

**Entity Type:** Nonprofit

**Status:** Good Standing

**Domestic/Foreign:** Domestic

**Incorporated State:** South Carolina

### Important Dates

**Effective Date:** 11/24/2014

**Expiration Date:** N/A

**Term End Date:** N/A

**Dissolved Date:** N/A

### Registered Agent

**Agent:** HOWARD E. SUTTER III

**Address:** 200 E MAIN ST  
EASLEY, South Carolina 29640

### Official Documents On File

Filing Type	Filing Date
Incorporation	11/24/2014