



AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, September 19, 2023, at 6:30 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Greg Elgin

3. APPROVAL OF MINUTES

minutes not received September 5, 2023

4. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

5. COMMISSIONING OF CODE ENFORCEMENT OFFICERS

a. Resolution No. 2023-041: A Resolution to commission code enforcement officers for Anderson County, South Carolina; and other matters related thereto.

Mr. Jordan Thayer

6. FOOTHILLS HUMAN TRAFFICKING TASK FORCE PRESENTATION

Ms. Maria Torres-Green (allotted 10 minutes)

7. ORDINANCE THIRD READING: None

8. ORDINANCE SECOND READING:

a. 2023-034: An Ordinance to amend section 2-1053, related to marriage ceremonies in government offices, of the Anderson County Code of Ordinances; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)

b. 2023-035: An Ordinance authorizing the execution and delivery of a fee-in-lieu of *ad valorem* tax and special source revenue credit agreement by and between Anderson County, South Carolina and Project Asteroid to provide for payment of a fee-in-lieu of taxes; authorizing the expansion of a multi-county business park; authorizing certain special source revenue credits; and other matters related thereto. [Project Asteroid]

Mr. Burriss Nelson (allotted 5 minutes)

9. ORDINANCE FIRST READING:

a. 2023-036: An Ordinance to approve an intergovernmental agreement with the City of Anderson for the sale of real property; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)

Tommy Dunn
Chairman, District Five

John B. Wright, Jr.
District One

Greg Elgin
District Three

M. Cindy Wilson
District Seven



Brett Sanders
V. Chairman, District Four

Glenn Davis
District Two

Jimmy Davis
District Six

Renee Watts
Clerk to Council

Rusty Burns
County Administrator



10. RESOLUTIONS:

- a. **2023-040:** A Resolution expressing intent to cease county maintenance on and to authorize county consent to judicial abandonment and closure of Forrester Road designated as C-17-74; and other matters related thereto. [District 3]

Mr. Matt Hogan (allotted 5 minutes)

11. CHANGE ORDERS/BID APPROVALS:

- a. Bid #23-052 Taxiway A Pavement Improvements

12. TRANSFERS

Mr. Brett Sanders

13. EXECUTIVE SESSION:

- a. Receipt of legal advice subject to attorney client privilege regarding sewer easements

14. REPORT FROM SOLID WASTE ADHOC COMMITTEE MEETING HELD ON SEPTEMBER 13, 2023

- a. Discussion of Solid Waste Management Plan
b. Approval of Solid Waste Management Plan

Mr. Glenn Davis (allotted 10 minutes)

15. REQUEST BY COUNCIL:

- a. The Community Workshop Choir-All Districts
b. Jackie Seawell Junior Golf Tournament-All Districts
c. Mount Lebanon Elementary School-District 4
d. JBECO-All Districts
e. T.L. Hanna Band Aides Inc.-District 1

16. ADMINISTRATOR'S REPORT:

- a. Building and Codes Report
b. Paving
c. Special Projects

17. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

18. REMARKS FROM COUNCIL

19. 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 NO. 2023-041

A RESOLUTION TO COMMISSION CODE ENFORCEMENT OFFICERS FOR ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the South Carolina Code of Laws of 1976, as amended, section 4-9-145 provides that a governing body may commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the county;

WHEREAS, the Code of Ordinances, Anderson County, South Carolina section 26-42 provides that county council may commission by resolution code enforcement officers for the proper security, general welfare, and convenience of the county;

WHEREAS, the South Carolina Code of Laws of 1976, as amended, section 56-7-80 and the Code of Ordinances, Anderson County, South Carolina section 26-64 provide that county code enforcement officers may issue uniform ordinance summons to enforce local ordinances in magistrate or municipal courts within Anderson County; and

WHEREAS, the Anderson County Council desires to commission code enforcement officers necessary for the proper security, general welfare, and convenience of the county through the enforcement of regulatory ordinances of the Code of Ordinances, Anderson County, South Carolina.

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

1. Anderson County Council formally commissions David Hendrix and Matthew Stipe to serve as code enforcement officers responsible for the enforcement of the regulatory ordinances of the Code of Ordinances, Anderson County, South Carolina, so long as they serve as employees of the Building and Codes department of Anderson County.

2. The above referenced code enforcement officers must take an oath of office before an exercise of authority to issue a uniform summons.

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

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

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

RESOLVED this 19th day of September, 2023, in a 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

ORDINANCE NO. 2023-034

AN ORDINANCE TO AMEND SECTION 2-1053, RELATED TO MARRIAGE CEREMONIES IN GOVERNMENT OFFICES, OF THE ANDERSON COUNTY CODE OF ORDINANCES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has the authority to create ordinances under South Carolina Code section 4-9-25; and

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

WHEREAS, Anderson County Council wishes to increase the fee associated with use of county offices and personnel for personal marriage ceremonies from \$20 to \$100.

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

1. That section 2-1053 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

Anyone using any county office and/or personnel for a personal wedding ceremony during normal office hours shall be charged a fee of \$100.00 per ceremony, payable to the county probate judge and deposited in the general fund of the county.

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

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

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

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

SIGNATURE PAGE TO FOLLOW.

ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to Council

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: September 5, 2023
Second Reading: September 19, 2023
Third Reading: _____

Public Hearing: _____

ORDINANCE NO. 2023-035

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT ASTEROID TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING THE EXPANSION OF A MULTI-COUNTY BUSINESS PARK; AUTHORIZING CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND OTHER RELATED MATTERS.

WHEREAS, Anderson County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks (a “MCIP Park”) with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Greenville County (the “Park”) pursuant to the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended from time to time (the “2010 Park Agreement”);

WHEREAS, pursuant to the FILOT and MCIP Act, the County is authorized to provide special source revenue credits (“Infrastructure Credits”) against FILOT Payments derived from property located in a MCIP Park to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Project Asteroid (“Sponsor”) desires to expand its manufacturing facility in the County (“Project”) consisting of an investment in real and personal property of approximately \$6,600,000 and the creation of approximately 49 new, full-time jobs; and

WHEREAS, as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (1) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating the Project in the Park; and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria, including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

- (a) The Project is anticipated to benefit the general public welfare of the locality by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;
- (b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;
- (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.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 4. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 5. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn
Chairman, Anderson County Council

(SEAL)
ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk of Council, Anderson County Council

Approved as to Form:

Leon Harmon, Anderson County Attorney

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

EXHIBIT A
FORM OF FEE AGREEMENT

~#4825-9177-8464 v.2~

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

BETWEEN

PROJECT ASTEROID

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2023

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Exhibit A – Description of Property
Exhibit B – Form of Joinder Agreement
Exhibit C – Description of Infrastructure Credit
Exhibit D – Description of Claw Back

SUMMARY OF CONTENTS OF FEE AGREEMENT

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Asteroid	
Project Location		
Tax Map No.		
FILOT		
• Phase Exemption Period	30 years	
• Investment Commitment	\$6,600,000 by the end of the Investment Period	
• Jobs Commitment	49 full-time jobs with average pay of \$30.11 per hour by the end of the Investment Period while maintaining 23 full-time jobs	
• Investment Period	5 years	
• Assessment Ratio:	6%	
• Millage Rate	312.28	
• Fixed or Five-Year Adjustable millage:	fixed	
• Claw Back information	Failure to reach \$2.5 million within the 5-year Investment Period terminates the Fee Agreement.	
Multicounty Park		
Infrastructure Credit		
• Brief Description	years 1 - 5 65% years 6 - 10 45%	
• Credit Term	see above	
• Claw Back information:	Failure to reach Investment Commitment or Jobs Commitment results in a decrease of SSRC to 40% starting in year 6 and following.	
Other information		

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [DATE], between Anderson County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Anderson County Council (“*County Council*”) as the governing body of the County, and Project Asteroid, a limited liability company organized and existing under the laws of the State of [] (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-170, 4-1-175, 4-29-68 and 12-44-70 of the Code authorize the County to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of Section 13 of Article VIII of the Constitution of the State of South Carolina makes such property exempt from *ad valorem* property taxes, therefore changing the character of the annual receipts from such properties from *ad valorem* property taxes to FILOT payments; and (iii) grant an annual tax credit against such FILOT payments in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

(c) The Sponsor has committed to establish a manufacturing facility (“*Facility*”) in the County, consisting of investment in real and personal property of not less than \$6,600,000 and the creation of 49 new, full-time jobs;

(d) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

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

**ARTICLE I
DEFINITIONS**

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a Multicounty Park and, as such, are or will be exempt from *ad*

valorem taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution and the MCIP Act (as defined herein). With respect to facilities located in a Multicounty Park, references to taxes or ad valorem taxes means the fees-in-lieu of ad valorem taxes provided for in the MCIP Act.

“**Act**” means Title 12, Chapter 44 of the Code, as the Act may be amended from time to time and all future acts successor or supplemental thereto.

“**Act Minimum Investment Requirement**” means an investment of at least \$2,500,000 in the Project by the Sponsor or a Sponsor Affiliate within five years of the Commencement Date, or a combined total investment of at least \$5,000,000 in the Project by the Sponsor and one or more Sponsor Affiliates, regardless of the amount invested by each such party, within five years of the Commencement Date.

“**Administration Expenses**” means the reasonable out-of-pocket expenses incurred by the County in the negotiation, approval and execution of this Fee Agreement, for reasonable attorney’s fees. Administration Expenses do not include any costs, expenses, including attorney’s fees, incurred by the County (i) after execution of this Fee Agreement, (ii) in defending challenges to the FILOT Payments, Infrastructure Credits or any other incentives provided by this Fee Agreement brought by any third parties; (iii) any actions by the Sponsor or its affiliates and related entities against the County; or (iv) in connection with matters arising prior to execution of this Fee Agreement at the request of the Sponsor outside of the immediate scope of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as the same may be amended from time to time.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be **December 31, 2023**.

“**Contract Minimum Investment Requirement**” means an investment in real and personal property at the Project of not less than \$5,280,000 at any time within the Investment Period.

“**Contract Minimum Jobs Requirement**” means not less than 39 full-time or full-time equivalent jobs created by the Sponsor in the County in connection with the Project at any time between March 1, 2023, and the end of the Investment Period, paying an average of \$30.11 per hour, which jobs must be in addition to the existing 23 full-time jobs of the Sponsor.

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

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal

“Economic Development Property” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filings may be amended from time to time).

“Event of Default” means any event of default specified in Section 7.1 of this Fee Agreement.

“***Fee Term***” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“***FILOT Payments***” means the aggregate amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1 and before taking into account any Infrastructure Credit. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park.

“Final Termination Date” means the date on which the last FILOT Payment or Net FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2057, the Final Termination Date is expected to be January 15, 2059, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Infrastructure” means (i) the infrastructure serving the County or the Project, and (ii) improved and unimproved real estate. Upon the written election by the Sponsor and notice to the County, personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and such other items as may be described in or permitted under Section 4-29-68 of the Code shall also be included in the definition of Infrastructure.

3

“Infrastructure Credit Period” means the period of time during which the Infrastructure Credit is being provided by the County pursuant to Section 5.1 of this Fee Agreement.

“Investment Period” means 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, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless extended (or unless the Commencement Date is later than December 31, 2026), is expected to end on December 31, 2027. The Investment Period shall be automatically extended by five (5) years if the Sponsor reaches an investment of \$6,600,000 within the first five (5) years of the Commencement Date without any further approval or action by the County required.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park), dated as of December 1, 2010, between the County and Greenville County, South Carolina.

“Net FILOT Payment” means the FILOT Payment net of the Infrastructure Credit.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement, and shall also include such land located in the County which shall be noted on schedules or supplements to Exhibit A, as may be provided by the Sponsor, provided that any requirement that the Sponsor provide such schedules or supplements with respect to future land may be satisfied by the Sponsor’s filing with the Department of Form PT-300 with Schedule S attached listing such additional land, or such comparable form or schedule as the Department may provide in connection with projects subject to the Act.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement

Property replaces a single Removed Component.

“**Sponsor**” means [COMPANY NAME] 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 Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment or job creation at the Project and, following receipt of any required County approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

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.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, in cash or in kind, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants 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 Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the locality by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on [DATE] by adopting an inducement resolution, as defined in the Act on such date.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate and maintain the Project in the Multicounty Park.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the State of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing 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 Sponsor intends to operate the Project as a manufacturing facility, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement, and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT Payments and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending **December 31, 2023**. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project.

Section 3.2 *Leased Property.* To the fullest extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement.

Section 3.3. *Filings and Reports.*

(a) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Administrator, the Sponsor shall remit to the County copies of such records related to the calculation of the FILOT Payments and the Net FILOT Payments due hereunder as the County would normally be entitled to in case the Project was subject to ad valorem taxation.

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period for the term of this Agreement, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2023, which the parties believe to be 312.28 mills.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate, in accordance with and subject to the terms of Section 10.8, the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement.

Section 4.2. *FILOT Payments on Replacement Property.* If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. *Removal of Components of the Project.* The Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise permanently removed from the Project with the intent that it no longer be used for the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

In the event the Sponsor shall, in accordance with this Section, dispose of any part of the Project as to which any net present value payments were made pursuant to Section 4.1(a) hereof, then, in accordance with Section 12-44-50(B)(2) of the Act, there shall be computed the amount of payments which would have been made with respect to such property as of the disposal date under Section 4.1(a) without the use of the

net present value payment method, and to the extent that the amount which would have been so paid exceeds the amount paid by the Sponsor pursuant to Section 4.1(a) that is allocable to such property the Sponsor or any Sponsor Affiliate, as applicable, shall pay the difference (with interest as required under Section 12-44-50(B)(2) of the Act) with the next Net FILOT Payment or Net FILOT Payment to be made to the County pursuant to Section 4.1(a) after such property is disposed of.

Section 4.4. *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate all or part of this Fee Agreement. In the property tax year in which the damage or casualty occurs and continues, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate all or part of this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. *Calculating FILOT Payments on Diminution in Value.* If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement. For the avoidance of doubt, the Infrastructure Credit shall remain applicable to such adjusted FILOT Payment.

Section 4.7. *Payment of Ad Valorem Taxes.* If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law, pursuant to this Fee Agreement, the Act, or otherwise, then the calculation of any *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions and exemptions that would have applied to the Economic Development Property as if it were not Economic Development Property; and (ii) include a credit for FILOT Payments or Net FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. *Place of FILOT Payments.* All FILOT Payments or Net FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V ADDITIONAL INCENTIVES

Section 5.1. *Infrastructure Credits.* To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit C. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year of the Credit Term, the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit C. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

ARTICLE VI CLAW BACK

Section 6.1. *Claw Back.* If the Sponsor together with any Sponsor Affiliate fails to perform its obligations under this Fee Agreement as described in Exhibit D, then the Sponsor and any Sponsor Affiliate is subject to the claw backs as described in Exhibit D. Any amount that may be due from the Sponsor and any Sponsor Affiliate to the County as calculated in accordance with or described in Exhibit D is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor and any Sponsor Affiliate to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit D survives termination of this Fee Agreement and is the exclusive remedy for the failure to perform the obligations described on Exhibit D.

ARTICLE VII DEFAULT

Section 7.1. *Events of Default.* Subject in all events to Section 10.9 hereof, the following are "Events of Default" under this Fee Agreement:

(a) Failure by the Sponsor to make FILOT Payments or Net FILOT Payments due under this Agreement, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in such payments and requesting that it be remedied;

(b) (i) A representation or warranty made by the Sponsor which is materially incorrect when made or deemed made; or (ii) a failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a) above or addressed under

Section 6.1 hereof for which an exclusive remedy has been provided in Exhibit D), which failure under (i) or (ii) has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(c) A representation or warranty made by the County which is materially incorrect when made or deemed made; or

(d) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) in the case of an Event of Default under Section 7.1(a), bring an action for collection of any amounts due hereunder and/or terminate this Fee Agreement upon another 30 days written notice; or

(ii) take whatever action at law or in equity that may appear necessary or desirable to remedy the Event of Default under Section 7.1(b) but the County's damages under this Agreement for an Event of Default shall always be limited to and never exceed under any circumstance the amount of FILOT Payments due (after application of any Infrastructure Credit) plus legal fees and expenses under Section 7.3 hereof, and any penalty and interest required by statute. Under no circumstances will the Sponsor ever be liable to the County for any other damages hereunder or any other penalty or other interest.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) take such other action as is appropriate, including legal action, to recover its damages, to the extent allowed by law. For purposes of this Agreement, the Sponsor and any Sponsor Affiliate's damages under this Agreement for an Event of Default shall be limited to and never exceed, under any circumstance, the actual savings to be realized by the Sponsor and/or the Sponsor Affiliate due to the FILOT Payments and Infrastructure Credit provided herein, plus any legal fees and expenses under Section 7.3 hereof, plus interest at the same rate as provided under (a)(ii) above. Under no circumstances will the County ever be liable hereunder for any other damages hereunder or penalty or other interest.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. If a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement

or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. Unless expressly provided otherwise, no remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies described in this Agreement, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. Subject to the Sponsor's safety policies and requirements, this Agreement does not limit any otherwise existing legal right of the County and its authorized agents, at any reasonable time on prior notice, to enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "**Confidential Information.**" Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges 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. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members 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 for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.4. Limitation of Liability. The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.5. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold; provided,

however, that the County hereby expressly consents in advance to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.6. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.7. *Administration Expenses.* The Sponsor will reimburse the County for its Administration Expenses in an amount that shall in any event be capped at and limited in the aggregate to \$5,000 on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 8.8. *Multicounty Park.* By December 31, 2023, the County will use its best efforts to cause the Real Property to be placed in the Multicounty Park (if not already in the Multicounty Park) and to maintain the Real Property in the Multicounty Park or in some other multicounty industrial or business park within the meaning of the MCIP Act for at least as long as the Infrastructure Credit is to be provided to the Sponsor under this Fee Agreement.

Section 8.9. *Indemnification Covenants.*

(a) To the extent of its negligence or the negligence of any Third Parties (as defined below), the Sponsor shall and agrees to indemnify and save the County, including the members of the governing body of the County, and the employees, officers and agents of the County (herein collectively referred to as the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm, company, or legal entity arising from the conduct or management of, or from any work or thing done on the Project during the Term, and, the Sponsor further, to the extent of its negligence or the negligence of any Third Parties, shall indemnify and save the Indemnified Parties harmless against and from all claims arising from any act, error or omission occurring during the Term from: (i) any condition of the Project, (ii) any breach or default on the part of the Sponsor in the performance of any of its obligations under this Agreement, (iii) any act of the Sponsor or any of its agents, contractors, servants, employees or licensees, related to the Project, (iv) any act of any assignee or sublessee of the Sponsor, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Sponsor, related to the Project (such third parties under (iii) and (iv) being collectively referred to as "Third Parties"), or (v) any environmental violation by the Sponsor or Third Parties. The Sponsor shall indemnify, defend and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from an Indemnified Party, the Sponsor shall defend it in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of (i) the terms of this Agreement, (ii) the undertakings required of the County hereunder, (iii) by reason of the execution of this Agreement, (iv) the performance of any act requested of it by the Sponsor, (v) the operation of the Project by the Sponsor or (vi) arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Sponsor shall indemnify and hold them harmless against all claims, but only insofar resulting from Sponsor's or Third Parties' negligence, arising out of the same, and all costs and expenses, including, but not limited to, attorneys' fees, incurred in connection with any such claim or in connection with any action or proceeding brought thereon. Upon notice, the Sponsor shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Sponsor shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Sponsor has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonable believes there are defenses available to it that are not being pursued or that the counsel engaged by the Sponsor reasonably determines that a conflict of interest exists between the County and the Sponsor, the County may, with the approval of Sponsor, such approval not to be unreasonably withheld, hire independent counsel to pursue its own defense, and the Sponsor shall be liable for the reasonable cost of such counsel.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project; provided, however, that the County hereby expressly consents to any future designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor and (ii) any third party that the Sponsor may elect to involve in the construction or financing of the Project, and (iii) the landowner(s) of the Real Property. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. *Primary Responsibility.* Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. The Sponsor Affiliate's secondary obligation to make FILOT Payments under this Fee Agreement to the County shall be limited to the FILOT Payments due on the Sponsor Affiliate's Economic Development Property only and under no circumstances shall the Sponsor Affiliate be liable for any FILOT Payments relating to the Sponsor's

Economic Development Property.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is 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 of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

[]

WITH A COPY TO (does not constitute notice):

Nelson Mullins Riley & Scarborough, LLP
Attn: Edward Kluiters
1320 Main Street, 17th Floor (29201)
PO Box 11070
Columbia, South Carolina 29211

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

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

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor and any Sponsor Affiliates any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor and any Sponsor Affiliates.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. *Governing Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. *Amendments.* This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. *Agreement to Sign Other Documents.* From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. *Interpretation; Invalidity; Change in Laws.*

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done 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 Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. *Force Majeure.* Notwithstanding Section 7.1 hereof or any other provision of this Fee Agreement to the contrary, the Sponsor is not liable or responsible under this Agreement for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations (including imposition of tariffs), war or national emergency, acts of God, nationwide economic recessions, natural disasters, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control. In such case the County agrees to postpone the Sponsor's obligations under Article VI hereof for the time such force majeure continues.

Section 10.10. *Termination; Termination by Sponsor.*

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement

terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. *Entire Agreement.* This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is 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 of this Fee Agreement.

Section 10.12. *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 10.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

Section 10.15. *Rollback Taxes.* The parties agree that the rollback taxes as provided in Section 12-43-220(d) of the Code do not apply to the change in use of the Real Property from its agricultural use to non-agricultural use.

Section 10.16. *Permit Fees.* The County agrees that any sewer impact fees (up to \$_____) and any building permit and code fees (up to \$_____) will be waived as provided by the County's letter dated July 24, 2019.

[Signature pages follow]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Anderson County, South Carolina

ATTEST:

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

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

[PROJECT ASTEROID]

Signature: _____

Name: _____

Title: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [] (“Fee Agreement”), between Anderson County, South Carolina (“County”) and [] (“Sponsor”).

1. Joinder to Fee Agreement.

_____, a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina (“Sponsor Affiliate”, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Request of Sponsor.

The Sponsor hereby requests and consents to the addition of Sponsor Affiliate as Sponsor Affiliate to the Fee Agreement.

5. Consent of County.

The County, through approval as authorized in the Fee Agreement, hereby consents to the addition of Sponsor Affiliate as Sponsor Affiliate to the Fee Agreement.

6. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

7. **Notice.**

Notices under Section 10.1 of the Fee Agreement to Sponsor Affiliate shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

SPONSOR AFFILIATE

Date

Signature: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____

County Council Chair
Anderson County, South Carolina

ATTEST:

By: _____

Clerk to County Council
Anderson County, South Carolina

PROJECT ASTEROID

Signature: _____

Name: _____

Title: _____

EXHIBIT C
DESCRIPTION OF INFRASTRUCTURE CREDIT

The Sponsor shall be entitled to an Infrastructure Credit equal to sixty-five percent (65%) for a period of five (5) property tax years, to commence with the first FILOT Payment to be made with respect to the Project after it is placed in service, unless the Sponsor requests a different starting date by notice to the County no later than June 30 of the property tax year in which the Infrastructure Credit is to commence, and an additional Infrastructure Credit of forty-five percent (45%) per year for an additional succeeding period of five (5) consecutive property tax years following the previous five (5) year property tax period.

To the extent the Infrastructure Credit is used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to 4-29-68(A)(2)(ii) of the Code, the Sponsor shall be entitled to an additional Infrastructure Credit against any remaining FILOT Payments to be made on property remaining subject to the FILOT Payments after the date of such removal.

EXHIBIT D
DESCRIPTION OF CLAWBACK

If the Sponsor (together with any Sponsor Affiliates) fails to meet the Act Minimum Investment Requirement, the Fee Agreement shall terminate and any repayment obligation arising therefrom shall be as provided in the Act.

If the Sponsor (together with any Sponsor Affiliates) fails to meet the Contract Minimum Investment Requirement or the Contract Minimum Jobs Requirement, the Infrastructure Credit shall be reduced to forty percent (40%) prospectively only (i.e., starting in the 6th property tax year). If the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement (as applicable) have been met by the end of the seventh (7th) property tax year after the Commencement Date, the Infrastructure Credit shall be restored to 45% but there shall not be any recapture of any lost Infrastructure Credits.

There will be no rebate or clawback of any Infrastructure Credit received by the Sponsor and any Sponsor Affiliates.

For example, assuming the Project Commencement Date is December 31, 2023, and the Sponsor (together with any Sponsor Affiliates) has met and continues to meet the Contract Minimum Investment Requirement but fails to meet the Contract Minimum Job Requirement by December 31, 2027, the Infrastructure Credit will be forty percent (40%) beginning in 2028. If the Sponsor (together with any Sponsor Affiliates) will have again met the Contract Minimum Job Requirement by December 31, 2028 or by December 31, 2029, the Infrastructure Credits shall be restored to the original amounts and duration for the remainder of the Infrastructure Credit Period but no previously lost Infrastructure Credits shall be provided or restored to the Sponsor or any Sponsor Affiliates.

ORDINANCE NO. 2023-036

**AN ORDINANCE TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH
THE CITY OF ANDERSON FOR THE SALE OF REAL PROPERTY; AND OTHER
MATTERS RELATED THERETO.**

WHEREAS, the City of Anderson conveyed a 7.5-acre tract of land to the County by deed dated August 25, 1975 and recorded September 5, 1975, in the Register of Deeds for Anderson County in Deed Book 18-A at Page 448 and identified as TMS number 124-00-02-003. The Deed provides that the conveyance is made for the use of an animal shelter and that if the use is discontinued the title shall revert back to the City of Anderson; and

WHEREAS, the County acquired an adjacent piece of property from Duke Energy of the Carolinas in 2007 on which a portion of the animal shelter was located. The County has been leasing a portion of the site to American Tower Corporation who is interested in purchasing both tracts of land; and

WHEREAS, in order to convey a fee simple title, it will be necessary that both the City of Anderson and Anderson County execute deeds conveying their interest in the property. It is also necessary that the property be sold pursuant to procurement regulations; and

WHEREAS, upon receipt of an offer agreeable to the parties, the net proceeds of the sale will be divided equally.

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

1. The Anderson County Council desires to enter into an Intergovernmental Agreement for the sale of real property with the City of Anderson and directs the County Administrator to execute a document that is substantially similar and not materially different from the attached Exhibit A.
2. That the Anderson County Administrator is directed and authorized to sign any other deeds or documents necessary to effectuate the above referenced Intergovernmental Agreement for the sale of the real property as identified on Exhibit B.
3. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.
4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
5. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

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

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

**INTERGOVERNMENTAL AGREEMENT
BEWTWEEN ANDERSON COUNTY AND
THE CITY OF ANDERSON REGARDING
THE SALE OF REAL PROPERTY**

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between Anderson County, South Carolina (hereinafter “County”) and the City of Anderson, South Carolina (hereinafter “City”).

Background Statement

The City conveyed a 7.5-acre tract of land to the County by deed dated August 25, 1975 and recorded September 5, 1975, in the Register of Deeds for Anderson County in Deed Book 18-A at Page 448. The deed provides that the conveyance is made for the use of an animal shelter and that if the use is discontinued the title shall revert back to the City.

The County acquired an adjacent piece of property from Duke Energy of the Carolinas in 2007 on which a portion of the prior Animal Shelter was located. The County has been leasing a portion of the site to America Tower Corporation who is interested in purchasing both tracts of land.

In order to convey a fee simple title, it will be necessary that both the City and County execute deeds conveying their interest in the property.

It is also necessary that the property be sold pursuant to procurement regulations.

STATEMENT OF AGREEMENT

In consideration of the mutual representatives, warranties, covenants, and agreements contained herein, the parties hereto agree to the follows:

1. The property is surplus property and has no present reasonable expectation of future use by the County or the City.
2. Pursuant to procurement regulations the County will advertise the property for sale by the receipt of sealed bids. The parties will equally divide the cost of publication and other costs of the sale.

3. Upon receipt of an offer agreeable to the parties, the parties will authorize execution of the necessary documents to complete the sale and convey title to the successful bidder. The net proceeds will be equally divided.

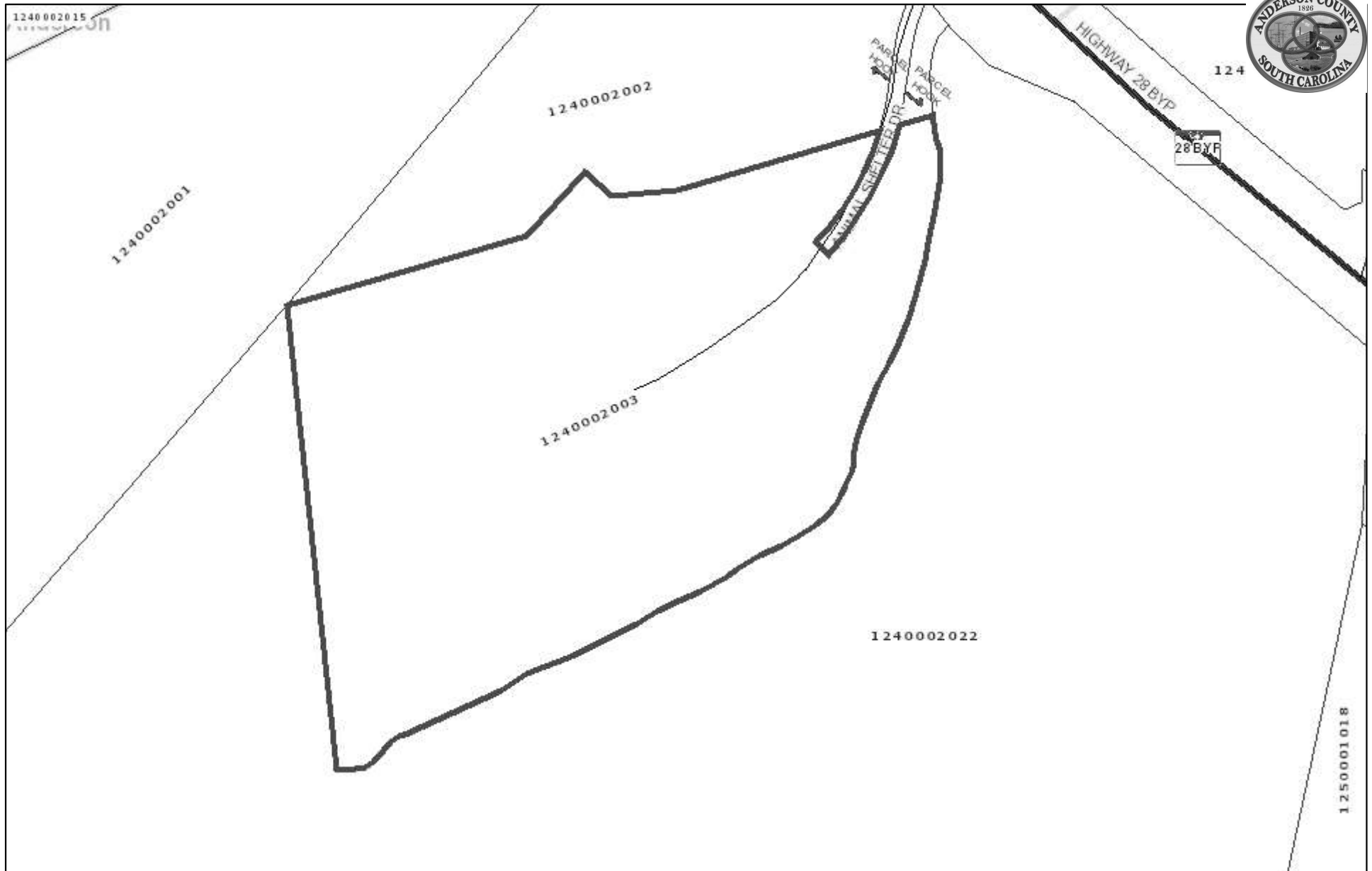
Anderson County

BY: _____
ITS: _____

City of Anderson

BY: _____
ITS: _____

Anderson County



September 14, 2023 Disclaimer accepted.

TMS:	1240002003		
Owner:	ANDERSON COUNTY		
Owner Address:	PO BOX 8002		
City/State:	ANDERSON SC	Zip Code:	29622
Deed Book:	7853	Deed Page:	82
Tax District:	5	Current Plat:	CP 000/000
Sale Year:	1975	Description:	HWY 28 BY PASS 7.58 AC
	Sale Price:	\$4,000	Market Value:
			\$196,640



1 in = 160 ft

0 0.015 0.03 0.06 mi

0 0.025 0.05 0.1 km

ESRI, Highland Mapping, and Anderson County GIS

RESOLUTION R2023-040

A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE OF AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF FORRESTER RD DESIGNATED AS C-17-74; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Forrester Rd (the “Road”) is currently an asphalt Anderson County (the “County”) public road, designated as Anderson County Road C-17-74; and,

WHEREAS, the Road extends 2466 feet from First Creek Road (S-04-0201) and exists on four parcels of property identified as Anderson County tax map numbers 209-00-05-003, 209-00-05-004, 209-00-05-008, and 210-00-06-001; all of which have common ownership, as shown on the map prepared by Anderson County Roads and Bridges Department in August 2023 attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, the property owners (hereinafter collective the “Petitioners”) have requested that the County abandon said Road in order to deter unsolicited traffic; the Petition is attached hereto as **Exhibit B** and incorporated herein by reference;

WHEREAS, the County has complied with all of its Ordinances and Regulations pertaining to cessation of County maintenance and County consent to judicial abandonment and closure of County public roads, in the case of the above referenced Road;

WHEREAS, none of the procedures undertaken by the County have revealed or reflected a need for said Road to remain under County maintenance or to remain a public road, and the County staff have recommended that the County consent to the requested abandonment and judicial closure; and

WHEREAS, Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) desires to express its intent to cease County maintenance on, and to authorize County consent to judicial abandonment and closure of the Road.

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

1. Anderson County, acting by and through its County Council, consents to the judicial abandonment and closure of Forrester Rd (C-17-74) by the property owners.
2. In the event Forrester Rd is closed by a Judicial Order, the county shall immediately cease all maintenance of this Road.
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

4. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
5. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 19th day of September, 2023, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee D. Watts
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

Exhibit A - Proposed Abandonment of Forrester Rd





Anderson County Roads & Bridges

PO Box 8002, Anderson, SC 29622-8002
(864) 260-4190

Roadway Abandonment Petition

*Only one signature per household will be counted

Date: 7/23/23

I am the Contact Person for this road and will be responsible for the expedition of information between the Anderson County Roads & Bridges Engineering Section and the landowners on the proposed road.

Name: MARK Threlkeld
Mailing Address: 1601 Level Land Rd.
City: Anderson State: SC Zip: 29021
Telephone #: 864. 934-2800

Road Name: Forrester Road

Reason for abandonment: Road dead ends, and only land owners have access to any of the property. There is no need for anyone else to use the road. As stated below, all land owners are in agreement.

We, the undersigned landowners, do petition Anderson County Roads & Bridges to abandon the road, or portion of road, named above.

Signature (Do not print)	Print Name	Address	Phone Number
<u>Greg Vaughn</u>	<u>Greg Vaughn</u>	<u>4 Wild Indigo Circle</u>	<u>864-340-2060</u>
<u>Mark Threlkeld</u>	<u>MARK Threlkeld</u>	<u>Greenville, SC 29607</u> <u>1501 Level Land Rd</u>	<u>864-934-2806</u>
<u>Charlene Campbell</u>	<u>Charlene Campbell</u>	<u>125 Forrester Rd Anderson, SC</u>	<u>864-933-3447</u>
<u>Paul Threlkeld</u>	<u>PAUL THRELKELD</u>	<u>1400 KENE CR.</u>	<u>864 933-1445</u>
		<u>WILLIAMSTON, SC 29097</u>	



MEMORANDUM

ROADS AND BRIDGES DEPARTMENT

DATE: September 12, 2023

TO: Mr. Rusty Burns
County Administrator

FROM: Matt Hogan
Road and Bridges Manager

SUBJECT: Proposed abandonment of Forrester Rd, C-17-74
Council District 3

Please see attachments for information on the proposed abandonment of Forrester Rd, C-17-74. Property owners have requested abandonment due to undesirable vehicle traffic on the now dead-end road.

The landowner's signed petition is enclosed. The owner was provided a copy of Anderson County's Ordinance of policies and procedures for abandoning and closing public roads, as well as a written notice of their responsibility for acquiring legal ownership to the road if Council approves abandonment by resolution.

On August 9, 2023, a road closure notification sign was posted at the entrance of the road. The sign was in place for 30 days on September 8, 2023.

Notification of the proposed abandonment was mailed to Emergency Service providers and Anderson School District Two Transportation Department. Anderson School District has no issue with the abandonment. Buses do not use the road. There was no response from Emergency Services.

Our department has conducted a thorough investigation of this road.

- Public notification signs were posted for 30 days
- There were 0 inquiries
- Entire road is in general public use
- Road runs from First Creek Rd (S-4-201) to the Abbeville County border
- The asphalt road is 2466 linear feet and 14 feet wide
- Prescriptive right-of-way
- Average Daily Traffic Count is 6 cars per day

Tommy Dunn
Chairman, District 5

John B. Wright Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



MEMORANDUM

ANDERSON COUNTY DEPARTMENT NAME | PAGE 2

With the information provided, I recommend Anderson County abandon interest in Forrester Rd, C-17-74.

For your convenience, photographs and a location map are enclosed.

Sincerely,

Matt Hogan

Tommy Dunn
Chairman, District 5

John B Wright Jr.
Council District 1

Greg Elgin
Council District 4

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Ray Graham
V. Chairman, District 3

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

Forrester Rd (C-17-74) Proposed Abandonment

View from First Creek Rd (S-04-201)



View from Abbeville County Lineⁱ



ⁱ Abbeville County has abandoned their portion of Forrester Rd, the road has since become overgrown by trees.



8/15/2023

Alan Walfield, Director of Transportation
Anderson County School District Two
10990 Belton-Honea Path Highway
Honea Path, South Carolina 29654

Dear Mr. Walfield:

This letter is to inform you that we have received a request to abandon Forrester Rd (C-17-74).

We would appreciate your input as to how, if any, this closure might impact bus routing on this road. We would appreciate a response within 30 days.

Thank you in advance for your assistance with this matter. You may contact me via email at wmhogan@andersoncountysc.org if you desire.

Sincerely,

Matt Hogan | ROADS AND BRIDGES DEPARTMENT
Roads and Bridges Manager

Tommy Dunn
Chairman, District 5

John B. Wright Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



8/15/2023

Jamie Hanks, Fire Chief
Ebenezer Station #23
1416 Due West Hwy
Anderson, South Carolina 29621

Dear Chief Hanks:

We have received a request to abandon Forrester Rd (C-17-74).

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at wmhogan@andersoncountysc.org if you desire.

Sincerely,

Matt Hogan | ROADS AND BRIDGES DEPARTMENT
Roads and Bridges Manager

Tommy Dunn
Chairman, District 5

John B. Wright Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



8/15/23

Jimmy Ray Sutherland, Fire Chief
Anderson County Fire Department
210 McGee Road
Anderson, South Carolina 29625

Dear Chief Sutherland:

We have received a request to abandon Forrester Rd (C-17-74).

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at wmhogan@andersoncountysc.org if you desire.

Sincerely,

Matt Hogan | ROADS AND BRIDGES DEPARTMENT
Roads and Bridges Manager

Tommy Dunn
Chairman, District 5

John B. Wright Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



**Anderson County Central Services Division
Purchasing Department**

To: Mr. Rusty Burns

From: Robert Carroll

Date: 09/14/2023

Re: Bid #23-052

Anderson County received bids on the Anderson Regional Airport's Taxiway A Pavement Improvements Project on April 27th. We had one (1) contractor to submit a bid. County staff and our Engineers recommend award of the Base Bid only (Taxiway A "East") to the low bidder, Roger's Group of Greer, S.C. The total price for the project is \$7,051,957.00. Staff is requesting approval of the bid at this time.

Anderson County Purchasing Department Bid Tabulation

BID #23-052 TAXIWAY A PAVEMENT IMPROVEMENTS

	Vendor	Total Cost
1	ROGERS GROUP ✓ BASE BID	\$7,051,957.00
2	ADD	\$4,367,360.00
3	TOTAL	\$11,419,317.00
4	PICKENS CONSTRUCTION	NO RESPONSE
5	PALMETTO CORP	NO RESPONSE
6	KING ASPHALT	NO RESPONSE
7	THRIFT DEVELOPMENT	NO RESPONSE
8	S AND S INC.	NO RESPONSE
9	SLOAN	NO RESPONSE
10	PANAGAKOS PAVING	NO RESPONSE
11	THRIFT BROTHERS	NO RESPONSE
12	H 2 I GROUP	NO RESPONSE
13	EARTH MATERIALS	NO RESPONSE
14	REEVES	NO RESPONSE



BID SCHEDULE
TAXIWAY A PAVEMENT IMPROVEMENTS PROJECT
ANDERSON REGIONAL AIRPORT



Item No.	Spec. No.	Item Description / (Write Unit Price in Words)	Quantity	Unit	Price	Total
----------	-----------	--	----------	------	-------	-------

BID SCHEDULE SUMMARY

BASE BID (TW A EAST) - GRAND TOTAL =	7,051,957.00
ADDITIVE BID (TW A WEST) - GRAND TOTAL = seven thousand four hundredse	4,367,360.00
PROJECT GRAND TOTAL (BASE BID + ADDITIVE BID) =	11,419,317.00

DEPARTMENTAL TRANSFERS - FOR COUNCIL APPROVAL

For Budget Year 2023 - 2024

Mark APPROVED	DEPARTMENT NAME	FROM: ACCOUNT NAME ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
Finance Meeting of: Council Meeting:					
	9/19/2023				
1	Contingency to Forensic Lab	Contingency 510720 509999	Services Contracts 520150 531400	60,000.00	Oversight during budget process. Was not entered into budget line item. Used for contracts with Agilent Technologies, Justice Trax, etc.

DATE	Renee Watts
------	-------------

BUDGET TRANSFER

DIVISION: Between Departments

DEPARTMENT: Contingency to Forensic Lab

AMOUNT:

60,000.00

1000

60,000.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

Oversight during budget. The money was requested by the Department head and not seen when entering budgets into AS400

No

No



AGENDA

ANDERSON COUNTY SOLID WASTE ADHOC COMMITTEE

Wednesday, September 13, 2023, 9:00 a.m.

101 South Main Street, Anderson SC

Second Floor, Administrator's Conference Room

Chairman Glenn Davis, Presiding

- | | |
|---|-----------------------------|
| 1. Call to Order | Chairman Glenn Davis |
| 2. Prayer and Pledge of Allegiance | Honorable Greg Elgin |
| 3. Discussion of Solid Waste Management Plan | Mr. Greg Smith |
| 4. Citizens Comments | |
| 5. Adjourn | |

Tommy Dunn
Chairman, District 5

John B. Wright, Jr
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Egin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:
Community Workshop Choir / LENA DAVIS
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
\$3000.00
3. The purpose for which the funds are being requested:
HISTORICAL marker AND post AND installation
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
5. Contact Person: LENA DAVIS
Mailing Address: 207 Brookforest Dr
Phone Number: 864-225-0376
Email: LENA.DAVIS.ShapeNote@yahoo.com
6. Statement as to whether the entity will be providing matching funds:
if possible

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.

Lena Davis
Signature

LENA DAVIS
Print Name

9-6-2023
Date



Log In

The Community Workshop Choir

Corporate Information

Entity Id 00875465

Entity Type Nonprofit

Status Good Standing

Domestic/Foreign Domestic

Incorporated State South Carolina

Important Dates

Effective Date 09/12/2017

Expiration Date N/A

Term End Date N/A

Dissolved Date N/A

Registered Agent

Agent Lena M. Davis

Address 207 Brook Forest Dr.
Anderson, South Carolina 29621

+ Request Documents

+ Add Filing

Official Documents On File

Filing Type

Articles of Incorporation

Filing Date

09/12/2017

Back



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
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Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

Jackie Seawell Junior Golf Tournament

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):

\$5000

3. The purpose for which the funds are being requested:

Tournament operation

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. NO

5. Contact Person: Cobb Oxford
Mailing Address: 312 Five Forks Road, Anderson, 29621
Phone Number: 864-958-2013
Email: CobbOx@AOL.COM

6. Statement as to whether the entity will be providing matching funds: NO

I certify that the foregoing 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.

Cobb Oxford Cobb Oxford 9/11/23
Signature Print Name Date

130 junior golfers from more than 40+ cities in SC



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 4

Mail/Email/Fax to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:
Mount Lebanon Elementary
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): 2,500
3. The purpose for which the funds are being requested: I am requesting these funds for my living to serve plan in which I am getting teachers at mount Lebanon elementary school possible life saving equipment if there were to be an active shooter 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.
5. Contact Person:
Allie Taylor
Mailing Address:
1126 Autun Rd
Pendleton, Sc
29970
Phone Number: 864-760-8517
Email:
Allie.Taylor@delahowe.sc.gov
6. Statement as to whether the entity will be providing matching funds:

I certify that the forgoing is true and accurate to the best of my knowledge and

that I am authorized to make this application on behalf of the above-named entity.

Signature Allie Taylor
9-7-023

Print Name Allie Taylor

Date

PO Box 8002, Anderson, South Carolina 29622-8002 | 864.260.1039 | www.andersoncountysc.org



ANDERSON COUNTY
SOUTH CAROLINA

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

JBECO

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$ 6 000.00

3. The purpose for which the funds are being requested:

Bathrooms and Kitchen Repairs

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

5. Contact Person: Douglas Lofton
Mailing Address: 1020 Greenwood Ave Anderson, SC 2962
Phone Number: 864-296-2210
Email: Ruby1@bellsouth.net

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

NO

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

Douglas Lofton Douglas Lofton SE 9-13-2023
Signature Print Name Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1

Mail/Email/Fax to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

T.L. Hanna Band Aides Inc.

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):

\$6,156

3. The purpose for which the funds are being requested: *Transportation for TL Hanna Band competitions props, instruments.*

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

5. Contact Person: *501c3 #57-0801572 Elinor Lister, President*
Mailing Address: *P.O. Box 1125, Anderson, SC 29622*
Phone Number: *864-940-5064*
Email: *elinor.lister@gmail.com*

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

Yes, We are actively fund raising to fund our needs.

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.

Amy Ciancio
Signature

Amy Ciancio
Print Name

9-14-2023
Date

Anderson County Building & Codes
Monthly Activity Report
Aug-23

Total Number Permit Transactions:	1105	
<i>New Single Family:</i>	<i>91</i>	
<i>New Multi-Family:</i>	<i>18</i>	
<i>Residential Additions/Upgrades:</i>	<i>19</i>	
<i>Garages/Barns/Storage:</i>	<i>29</i>	
<i>New Manufactured Homes:</i>	<i>21</i>	
<i>New Commercial:</i>	<i>6</i>	
<i>Commercial Upfits/Upgrades:</i>	<i>4</i>	
<i>Courtesy Permits/Fees Waived:</i>	<i>4</i>	<i>(See Attached)</i>

Inspection Activity:

<i>Citizens Inquiries:</i>		<i>(Includes Updating Sub-Standard Cases)</i>
<i>(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>		
<i>Tall Grass Complaints (New and Follow Ups):</i>	<i>22</i>	
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<i>1018</i>	
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<i>11</i>	
<i>Manufactured Home Inspections:</i>	<i>83</i>	
Total Number of Inspections (Site Visits) for Department:	1134	

Reviews/Misc. Activity:

<i>Plans Reviewed:</i>	<i>104</i>	<i>(Includes preliminary consultations, resubmittals and solar)</i>
<i>Mech/Elec/Plumb Reviews:</i>	<i>31</i>	<i>(Includes residential solar)</i>
<i>New Derelict Manufactured Home Cases:</i>	<i>0</i>	
<i>Hearings:</i>		
<i>Court Cases:</i>	<i>0</i>	

Revenue Collected:

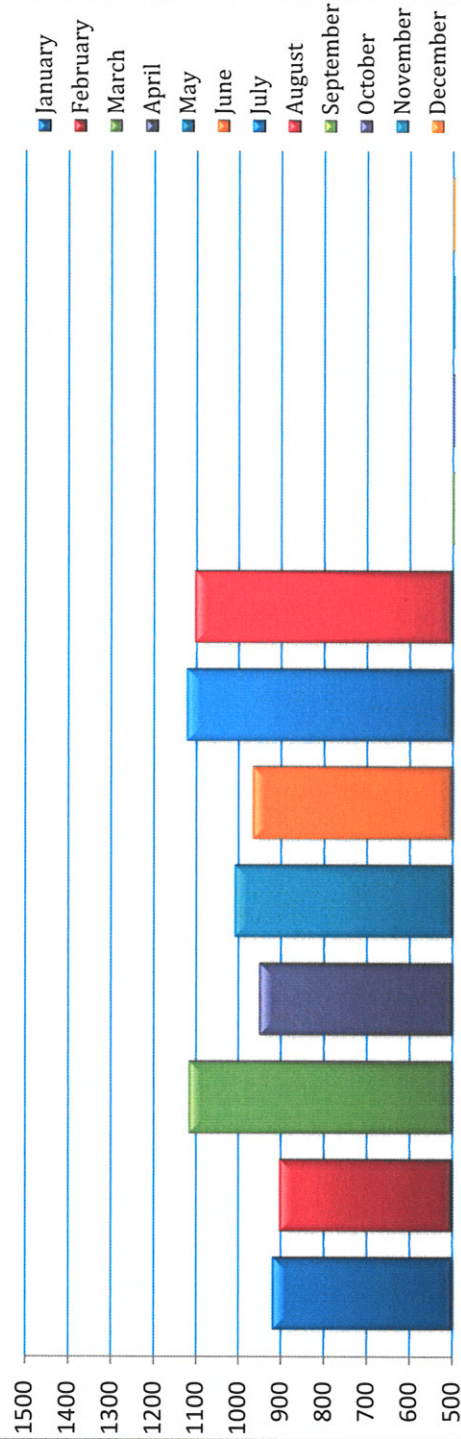
<i>Reinspection Fees Collected:</i>	<i>\$600.00</i>
<i>Plan Review Revenue:</i>	<i>\$10,775.60</i>

Total Revenue For The Month: **\$232,436.60**

Anderson County Building & Codes Permits Issued for 2023

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	226	256	143	152	82	17	4	41	921
February	240	277	145	135	63	5	11	28	904
March	301	308	156	164	99	34	16	41	1119
April	249	288	148	154	63	10	3	37	952
May	256	291	148	158	88	27	8	34	1010
June	241	270	148	163	77	8	16	45	968
July	286	305	181	197	79	14	15	47	1124
August	279	308	175	193	83	11	14	42	1105
September									0
October									0
November									0
December									0
Total	2078	2303	1244	1316	634	126	87	315	8103

Permits Issued

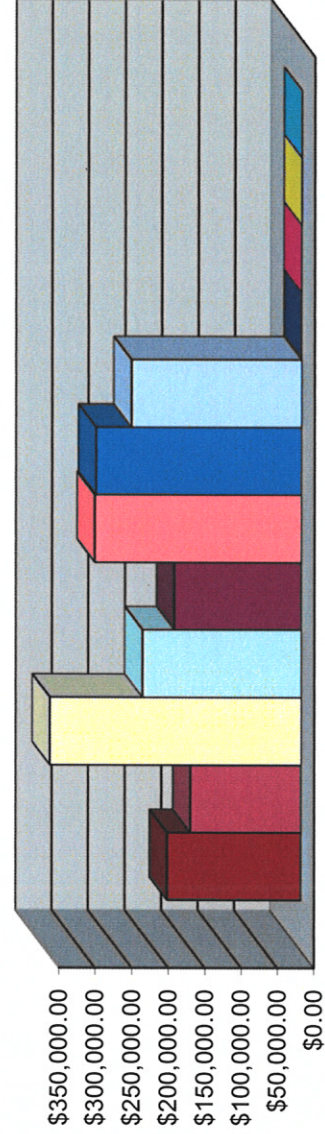


Anderson County Building & Codes

Permit Revenue for 2023

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$87,128.00	\$25,188.00	\$13,380.00	\$22,877.00	\$4,153.00	\$1,275.00	\$300.00	\$29,821.70	\$184,122.70
February	\$88,724.20	\$26,868.00	\$13,316.00	\$13,865.00	\$3,556.00	\$375.00	\$825.00	\$4,500.00	\$152,029.20
March	\$262,766.80	\$28,431.00	\$14,906.00	\$17,454.00	\$6,135.00	\$975.00	\$1,125.00	\$12,752.60	\$344,545.40
April	\$150,071.60	\$26,379.00	\$13,601.00	\$16,334.00	\$3,559.00	\$750.00	\$225.00	\$6,967.80	\$217,887.40
May	\$97,684.00	\$28,585.00	\$14,775.00	\$18,122.00	\$4,062.00	\$525.00	\$600.00	\$10,335.80	\$174,688.80
June	\$91,487.00	\$27,487.00	\$13,661.00	\$17,014.00	\$4,946.00	\$600.00	\$975.00	\$126,673.10	\$282,843.10
July	\$174,538.80	\$30,473.00	\$19,149.00	\$22,847.50	\$4,167.00	\$1,050.00	\$1,050.00	\$28,153.30	\$281,428.60
August	\$131,389.00	\$37,197.00	\$16,638.00	\$27,756.00	\$7,406.00	\$675.00	\$1,050.00	\$11,375.60	\$233,486.60
September									\$0.00
October									\$0.00
November									\$0.00
December									\$0.00
Total	\$1,083,789.40	\$230,608.00	\$119,426.00	\$156,269.50	\$37,984.00	\$6,225.00	\$6,150.00	\$230,579.90	\$1,871,031.80

Permit Revenue



F.W. DODGE BUILDING STATISTICS
Toll-Free Phone: 877-489-4092 Fax: 800-892-7470

**REPORT OF BUILDING OR
ZONING PERMITS ISSUED AND
LOCAL PUBLIC CONSTRUCTION**

For the month of: **Aug-23**

ANDERSON COUNTY BUILDING & CODES
P.O. Box 8002
ANDERSON, SC 29622-8022

If your building permit system has changed, mark (X) in the appropriate place below

- ☐ Discontinued issuing permits
☐ Merged with another system
☐ Split into two or more systems
☐ Annexed land areas
☐ Had other changes

PLEASE RETURN THE WEEK OF:

If **NO PERMITS** were issued during this period, mark (X) and return this form

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
	Single-Family houses, detached <i>Exclude mobile homes</i>	101	91	91	\$26,328,959			
	Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters	102	8		\$1,383,680			
	Two-family buildings	103	10		\$1,805,800			
	Three-and four-family buildings	104						
	Five-or-more family buildings	105						
	TOTAL: Sum of 101-105	109	109	91	\$29,518,439	0	0	\$0.00
Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
	Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>	213						
	Other non-housekeeping shelter	214						
Section 3	NEW NONRESIDENTIAL BUILDINGS	Item	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
	Amusement, social, and recreational	318						
	Churches and other religious	319						
	Industrial	320						
	Parking garages (buildings & open decked)	321	1		\$300,000			
	Service stations and repair garages	322						
	Hospitals and institutional	323						
	Offices, banks, and professional	324						
	Public works and utilities	325						
	Schools and other educational	326						
	Stores and customer services	327	5		\$3,652,822			
	Other nonresidential buildings	328	16		\$831,795			
	Structures other than buildings	329	10		\$774,530			
Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
	Residential - <i>Classify additions of garages and carports in Item 438</i>	434	19		\$1,298,698			
	Nonresidential and non-housekeeping	437	4		\$1,676,737			
	Additions of residential garages and carports (attached and detached)	438	13		\$659,773			
Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
	Single-family houses (attached and detached)	645	2					
	Two-family buildings	646						
	Three-and four-family buildings	647						
	Five-or-more family buildings	648						
	All other buildings, structures or mobile homes	649	8					

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
=====				
MOD 702	COURTESY PERMIT/NO CHARGE			
202302620	8/11/2023	1.00	VILLAFRANCA YORDI + AMELIA MIRANDA	DEMO DERELICT MH LIC# 1727
202302694	8/17/2023	169,961.00	ANDERSON COUNTY	POWERSVILLE ANNEX/ROOF REPLAE
202302709	8/18/2023	34,600.00	HABITAT FOR HUMANITY OF ANDERSON INC	HABITAT FOR HUMANITY HOME
202302864	8/31/2023	2,450.00	CLEMSON AGRICULTURAL COLLEGE	POWER TO ANDERSON CO SIGN

TOTALS: 4 207,012.00

All Project Report - August 31st 2023

Total	\$2,270,842.04
FY 18-19 Budget	\$1,500,000.00
Transfer In	\$770,842.04
Committed	\$2,213,998.59
AVAILABLE	\$56,843.45

Prepared by: Amy Merritt
Date: 9-01-23

Certified by: Neil Carney

NWCg Date 9/14/23

Projects/Towns-Cities/Other					
Approved Date	Project	Scope	Appropriated Amount	Total Spent to Date	Completion Date
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00	\$1,600.00	04/30/19
08/07/18	Town of Honea Path	Paving	\$48,000.00	\$18,345.05	
08/07/18	Town of Pelzer	Paving	\$17,000.00	\$6,428.99	
08/07/18	Town of West Pelzer	Paving	\$25,000.00	\$25,000.00	
08/07/18	Town of Williamslon	Paving	\$52,000.00	\$52,000.00	
08/21/18	School District Road in D6	Paving	\$0.00	\$0.00	
10/02/18	Mental Health Parking Lot	Pave Parking Lot	\$23,158.55	\$23,158.55	
10/04/18	C-Fund Matching Funds	Paving	\$315,000.00	\$315,000.00	Transfer complete
11/07/18	Road Improvement Plan	See Below	\$1,723,840.04	\$2,224,750.68	
		Totals:	\$2,213,998.59	\$2,666,283.27	

Road Name	District	Scope of Work	Estimate	Total Spent to Date	Completion Date
Hobson Road	1	CS/Pave	\$83,571	\$81,449.14	01/00/00
Oakridge Court	1	CS/Pave	\$18,908	\$19,346.79	01/00/00
Harbison Drive	7	FDP/Pave	\$46,633	\$0.00	01/00/00
Plantation Road	4	CIPR	\$51,000	\$52,205.60	01/00/00
Branch Road	4	CIPR	\$86,288	\$81,550.68	01/00/00
Valley Drive	4	CIPR	\$43,144	\$43,967.21	01/00/00
Meadow Road	4	CIPR	\$51,584	\$25,396.28	01/00/00
Governor's Boulevard	1	FDR/Pave	\$171,024	\$164,979.09	01/00/00
Hopewell Ridge	7	CIPR/Pave	\$152,636	\$137,189.01	01/00/00
Winding Creek Road	7	CIPR/Pave	\$73,901	\$69,591.91	01/00/00
Creekside Court	7	CIPR/Pave	\$14,425	\$20,651.79	01/00/00
Crossridge Lane	7	CIPR/Pave	\$17,224	\$23,667.65	01/00/00
Old Oak Trail	7	CIPR/Pave	\$21,092	\$29,644.68	01/00/00
Grove Road	2/3	Pave	\$142,944	\$142,805.44	01/00/00
Shirley Drive	2	Pave	\$175,467	\$138,488.64	01/00/00
Airline Road	3/5	FDP/ST/FS	\$243,293	\$237,157.95	01/00/00
Firetower Road	6/4	FDP/ST/FS	\$142,982	\$188,392.08	01/00/00
Old Webb Road	5	FDP/Pave	\$184,905	\$175,614.78	01/00/00
Holden Lane	5	Mill/Binder/Pave	\$10,515	\$12,895.20	01/00/00
Cely Lane	6	FDP/Pave	\$244,679	\$365,758.33	01/00/00
			\$1,976,215	\$2,010,752.25	

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

Through August 31st, 2023

Projects/Towns-Cities/Other

District 1 Paving Plan

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31st, 2023

Certified By: Neil Carney
Date

Amy Merrill
September 1, 2023

NWC
9/14/23

Through August 31st, 2023

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

District 2 Paving Plan				
Approval Date	Project	Scope	Appropriated Amount	Completion Date
	All monies moved to account 000			
Totals:			\$0.00	\$0.00

Certified by: Neil Carney
Date: Neil Carney

Now $\frac{9}{14} \div \frac{23}{23}$

Through August 31st, 2023

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$42,690.00
Committed	\$20,690.00
AVAILABLE	\$14,557.88

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

[illegible]

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

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31st, 2023

Prepared By: Amy Merritt

Certified By: Neil Carney
Date: Neil Carney

Amy Merrill
September 1, 20

New 9/11/23

Through August 31st, 2023

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

District 4 Paving Plan				
Approval Date	Project	Scope	Appropriated Amount	
	All monies moved to account 000			
Totals:			\$0.00	\$0.00

Certified By: Neil Carney
Date

NEW 8
9/14/23

Through August 31st, 2023

Approval Date	Project	Projects/Towns&Cities/Other		Total Project Spent To-Date	Completion Date
		Scope	Appropriated Amount		
		Totals:	\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31st, 2023

Certified By: Neil Carney
Date

Through August 31st, 2023

FDP = Full Depth Patching, FDR = Full Depth Reclamation, ST = Single Treat, FS = Fog Seal, Pave = Resurface with Asphalt; CS = Crack Seal				
Approval Date	Project	Projects/Towns&Cities/Other		Completion Date
		Scope	Appropriated Amount	
Totals:			\$0.00	\$0.00

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

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of August 31st, 2023

Certified By: Neil Camey

Amy Merrill
September 1, 2023

Nov 8
9/14/23

Through August 31st, 2023

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

		District 7 Paving Plan	
Approval Date	Project	Scope	Appropriated Amount
	All monies moved to account 000		
		Totals:	\$0.00

NEW 9/14/23

September 12, 2023

DISTRICT 1 - SPECIAL PROJECTS
001-5829-001-241
FY Ended June 30, 2024

<u>Council</u> <u>Meeting of:</u>	<u>Check</u> <u>Dated:</u>	<u>Check</u> <u>Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2023 - 2024	35,000.00
			From Accommodations Fee	5,000.00
			Brought Forward	15,313.23
07/18/23	07/28/23	6209	American Red Cross	(2,000.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(1,000.00)
09/05/23			Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23			Anderson University (Bass Fishing Club)	(3,750.00)

Ending Balance 46,563.23

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

Renee Watts, Clerk to Council

DATE:

Jana W Pressley

Jana Pressley, Assistant Finance Manager

DATE: September 12, 2023

September 12, 2023

DISTRICT 2 - SPECIAL PROJECTS
001-5829-002-241
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	31,236.02
06/20/23	07/18/23	6023	Friends of Broadway Lake	(1,250.00)
07/18/23	07/28/23	6209	American Red Cross	(1,000.00)
07/18/23	07/28/23	6375	Homeland Park Community	(1,500.00)
07/18/23	07/28/23	6376	Homeland Park Fire	(2,500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(2,500.00)
09/05/23			Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23			Foothills Community Health Care (Patient Pharmacy Fund)	(1,500.00)

Ending Balance 58,986.02

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

<i>Jana W Pressley</i>	Jana Pressley, Assistant Finance Manager	DATE: September 12, 2023
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Renee Watts, Clerk to Council

DATE:

September 12, 2023

DISTRICT 3 - SPECIAL PROJECTS

001-5829-003-241

FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	18.89
06/20/23	07/18/23	6023	Friends of Broadway Lake	(1,250.00)
07/18/23	07/28/23	6209	American Red Cross	(500.00)
07/18/23	07/28/23	6252	Belton Area Museum	(1,000.00)
07/18/23	07/28/23	6251	Belton Center for the Arts	(500.00)
08/01/23	08/10/23	19417	Starr Fire Department	(500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(250.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(500.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(500.00)
09/05/23			Anderson Crime Stoppers (P3 Tips Website)	(500.00)

Ending Balance

34,518.89

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

Renee Watts, Clerk to Council

DATE:

Jana W Pressley

Jana Pressley, Assistant Finance Manager

DATE: September 12, 2023

September 12, 2023

DISTRICT 4 - SPECIAL PROJECTS

001-5829-004-241

FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	35,045.32
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(400.00)
08/15/23	08/30/23	19870	CESA Tri County	(3,500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(500.00)
09/05/23			Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23			Anderson University (Bass Fishing Club)	(3,750.00)

Ending Balance

65,395.32

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

Renee Watts, Clerk to Council

DATE:

Jana W Pressley

Jana Pressley, Assistant Finance Manager

DATE: September 12, 2023

September 12, 2023

DISTRICT 5 - SPECIAL PROJECTS

001-5829-005-241

FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	48,340.33
07/18/23	07/28/23	6209	American Red Cross	(1,000.00)
07/18/23	07/28/23	6284	Center Rock Fire	(2,000.00)
07/18/23	07/28/23	6375	Homeland Park Community	(1,500.00)
07/18/23	07/28/23	6376	Homeland Park Fire	(2,500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(1,000.00)
09/05/23			Anderson Crime Stoppers (P3 Tips Website)	(800.00)
09/05/23			Anderson University (Bass Fishing Club)	(2,500.00)

Ending Balance

73,540.33

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

Renee Watts, Clerk to Council

DATE:

Jana W Pressley

Jana Pressley, Assistant Finance Manager

DATE: September 12, 2023

September 12, 2023

DISTRICT 6 - SPECIAL PROJECTS

001-5829-006-241

FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	26,994.45
08/01/23	08/10/23	19377	Powdersville League of Athletic Youth (PLAY) for Field Maintenance	(5,000.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	1987	CESA Tri County	(3,500.00)
08/15/23	08/30/23	19446	Piedmont Emergency Relief Center (Basic Assistance)	(2,500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(5,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(1,000.00)

Ending Balance

49,494.45

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

Rense Watts, Clerk to Council

DATE:

Jana W Pressley

Jana Pressley, Assistant Finance Manager

DATE: September 12, 2023

September 12, 2023

DISTRICT 7 - SPECIAL PROJECTS

001-5829-007-241

FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	0.00
07/18/23	07/28/23	6224	Anderson Jets Track	(500.00)
07/18/23	07/28/23	6542	Watkins Community Center	(1,500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19872	Cheddar Youth Center	(3,500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(500.00)
08/15/23	08/30/23	19973	Town of Honea Path	(5,000.00)
08/15/23	08/30/23	19974	Town of Pelzer	(5,000.00)
08/15/23	08/30/23	19975	Town of West Pelzer	(5,000.00)
08/15/23	08/30/23	19976	Town of Williamston	(5,000.00)
09/05/23			Honea Path Free Clinic	(1,000.00)

Ending Balance

12,500.00

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

Renee Watts, Clerk to Council

DATE:

Jana W Pressley

Jana Pressley, Assistant Finance Manager

DATE: September 12, 2023