



**AGENDA**  
**Special Presentation Meeting**  
**Tuesday, October 17, 2023, at 6:00 p.m.**  
**Historic Courthouse**  
**101 S. Main Street**  
**Anderson, South Carolina**  
*Chairman, Tommy Dunn, Presiding*

**1. CALL TO ORDER**

**2. RESOLUTIONS/PROCLAMATION:**

- a. **2023-045:** A Resolution honoring and recognizing the Kiwanis Club of Anderson upon the occasion of the organization's 100th Anniversary; and other matters related thereto.

Hon. Brett Sanders

- b. **PROCLAMATION:** A Proclamation declaring October as National Disability Employment Awareness Month.

All Council

**3. ADJOURNMENT**

**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**REGULAR MEETING**  
**Tuesday, October 17, 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. Brett Sanders

**3. APPROVAL OF MINUTES**

September 5, 2023  
minutes not received September 19, 2023, October 3, 2023

**4. CITIZENS COMMENTS**

Agenda Matters Only  
**THREE-MINUTE TIME LIMIT**

**Tommy Dunn**  
Chairman, District Five

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

**Greg Elgin**  
District Three

**M. Cindy Wilson**  
District Seven



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

**Glenn Davis**  
District Two

**Jimmy Davis**  
District Six

**Renee Watts**  
Clerk to Council

**Rusty Burns**  
County Administrator



**5. ORDINANCE THIRD READING:** None

**6. ORDINANCE SECOND READING:**

- a. 2023-038:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax and special source credit agreement by and between Anderson County, South Carolina and a company known to the county at this time as Project Purple Haze with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto. [Project Purple Haze]

Mr. Burriss Nelson (allotted 5 minutes)

- b. 2023-039:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and a company or companies known to the county at this time as Project Connector, with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto. [Project Connector]

Mr. Burriss Nelson (allotted 5 minutes)

**7. ORDINANCE FIRST READING:**

- a. 2023-040:** An Ordinance authorizing the execution and delivery of a fee-in-lieu-of-tax and incentive agreement by and between Anderson County, South Carolina and WC Fiber, LLC, acting for itself, one or more subsidiaries, affiliates, successors, assigns, lessors or other project sponsors, pursuant to which the county shall covenant to accept certain special source revenue credits with respect to certain facilities in the county; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

**8. RESOLUTIONS:**

- a. 2023-048:** A Resolution identifying a project to satisfy the requirements of Title 12, Chapter 44 of the South Carolina Code, so as to allow investment expenditures incurred by WC Fiber, LLC, acting for itself, one of more subsidiaries, affiliates, successors, assigns, lessors or other project sponsors, to qualify as expenditures eligible for fee-in-lieu of *ad valorem* taxes and special source revenue credit arrangement with Anderson County, South Carolina and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- b. 2023-049:** A Resolution authorizing a joinder agreement to provide for the addition of RGH Enterprises, LLC as a sponsor affiliate, to authorize an assignment of the benefits of such agreement, and to address other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

**9. TRANSFERS**

Mr. Brett Sanders

**10. ATAX COMMITTEE RECOMMENDATIONS FY 2023-2024**

Mr. Glenn Brill

**11. EXECUTIVE SESSION:**

- a.** Contractual matter involving Pendleton/Clemson Anderson County Wastewater Treatment Plant.  
**b.** Council action following Executive Session

**12. APPOINTMENTS:**

- a.** Library Board, District #2

Mr. Glenn Davis



**13. REQUEST BY COUNCIL:**

- a. Anderson Chapter National Federation of the Blind-All Districts
- b. Broadway Fire Department-Districts 1 & 2
- c. Piedmont Public Service District-District 6

**14. ADMINISTRATOR'S REPORT:**

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

**15. CITIZENS COMMENTS**

Non-Agenda Matters  
**THREE-MINUTE TIME LIMIT**

**16. REMARKS FROM COUNCIL**

**17. ADJOURNMENT**

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

## RESOLUTION 2023-045

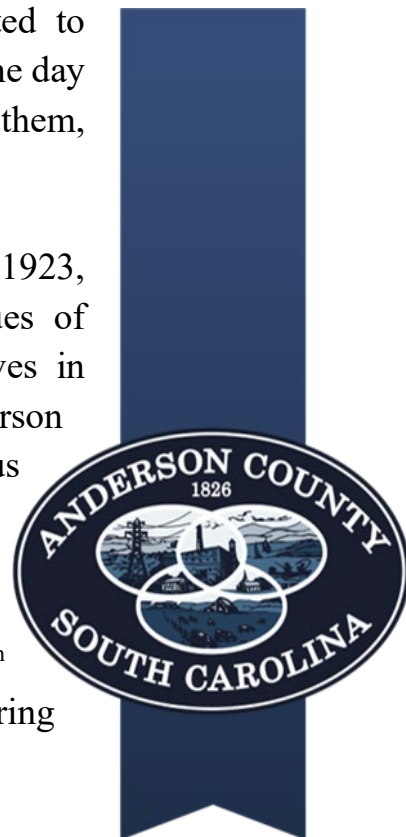
### A RESOLUTION HONORING AND RECOGNIZING THE KIWANIS CLUB OF ANDERSON UPON THE OCCASION OF THE ORGANIZATION'S 100<sup>TH</sup> ANNIVERSARY; AND OTHER MATTERS RELATED THERETO.

**Whereas** Kiwanis is a global organization of volunteers dedicated to improving the world one child and one community at a time so that one day all children will wake up in communities that believe in them, nurture them, and provide the support they need to thrive; and

**Whereas** the Kiwanis Club of Anderson has, since its founding in 1923, been a cornerstone of community service, exemplifying the values of fellowship, altruism, and community engagement through initiatives in education and civic projects, benefitting the lives of children in Anderson County through generous scholarships to deserving students, numerous community events, and programs that have positively impacted thousands of residents; and

**Whereas** the Kiwanis Club of Anderson is celebrating its 100<sup>th</sup> anniversary this year, an opportunity to reflect upon its enduring contributions and civic leadership;

**Now, therefore, be it resolved**, in a meeting duly assembled this seventeenth day of October 2023, that the Anderson County Council joins the Kiwanis Club of Anderson in celebrating one hundred years of dedicated service to the Anderson community.



#### FOR ANDERSON COUNTY:

\_\_\_\_\_  
Tommy Dunn, Chairman  
District Five

\_\_\_\_\_  
John B. Wright, Jr.  
District One

\_\_\_\_\_  
Glenn Davis  
District Two

\_\_\_\_\_  
Greg Elgin  
District Three

\_\_\_\_\_  
Brett Sanders, Vice-Chairman  
District Four

\_\_\_\_\_  
Jimmy Davis  
District Six

\_\_\_\_\_  
M. Cindy Wilson  
District Seven

#### ATTEST:

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

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

# A PROCLAMATION DECLARING OCTOBER AS NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH IN ANDERSON COUNTY

**WHEREAS**, October 2023 marks the seventy-eighth anniversary of National Disability Employment Awareness Month; and

**WHEREAS**, the purpose of National Disability Employment Awareness Month is to educate about disability employment issues and celebrate the many and varied contributions of America's workers with disabilities; and

**WHEREAS**, National Disability Employment Awareness Month recognizes the importance of ensuring people with disabilities have an equal opportunity to prepare for and succeed in employment; and

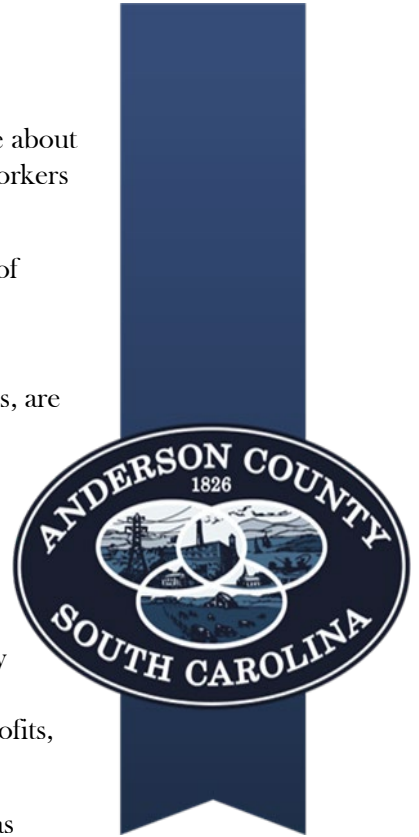
**WHEREAS**, workplaces welcoming the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and a strong economy; and

**WHEREAS**, activities during this month will reinforce the value and talent people with disabilities add to our workplaces and communities and affirm the State of South Carolina's commitment to an inclusive community that increases access and opportunities to all, including individuals with disabilities.

**WHEREAS**, the Anderson Vocational Rehabilitation Office serves the Anderson community by preparing and assisting those with disabilities to achieve and maintain competitive employment, creating relationships among individuals, community partners, agencies, non-profits, and businesses.

**NOW, THEREFORE**, the Anderson County Council does hereby proclaim October 2023 as National Disability Employment Awareness Month.

**PROCLAIMED** this 17th day of October 2023



## FOR ANDERSON COUNTY:

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

\_\_\_\_\_  
John B. Wright, Jr.  
District One

\_\_\_\_\_  
Glenn Davis  
District Two

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Greg Elgin  
District Three

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Brett Sanders, Vice-Chairman  
District Four

\_\_\_\_\_  
Jimmy Davis  
District Six

\_\_\_\_\_  
M. Cindy Wilson  
District Seven

## ATTEST:

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

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

State of South Carolina     )

County of           Anderson     )

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
SEPTEMBER 5, 2023

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

ALSO PRESENT:  
RUSTY BURNS  
JORDAN THAYER  
RENEE WATTS

1 TOMMY DUNN: We want to  
2 welcome everyone here tonight, and thank y'all for  
3 coming out for this part of our special presentation of  
4 September 5th meeting. Call to order.

5 One housekeeping, Mr. Glenn Davis is unable to make  
6 it. He's going to make our council meeting, hopefully,  
7 but he had a little accident with some gasoline that  
8 got spilled, so he went home to clean up. Not hurt or  
9 nothing, but just what you call it. He'll be here  
10 shortly.

11 As we get ready, we'll go ahead and move on to  
12 resolution/proclamation, this will be 23-07.  
13 Councilman John Wright. Councilman Wright.

14 JOHN WRIGHT: Thank you, Mr.  
15 Chairman. It is my distinct honor and privilege to  
16 bring before you tonight a resolution honoring and  
17 recognizing the Montessori School of Anderson upon the  
18 occasion of its fiftieth anniversary of educating  
19 joyful young scholars in Anderson County.

20 Whereas, in 1973, Ms. Karen Holt founded the  
21 Montessori School of Anderson (MSA) and taught its  
22 first group of fourteen preschoolers in basement rooms  
23 rented from a local church, from which word quickly  
24 spread of the caliber of the education, making  
25 necessary the dedicated facility constructed on two  
26 acres of land purchased on Sam McGee Road the following  
27 year to accommodate the expanding enrollment; and

28 Whereas, as the initial group of MSA students  
29 progressed, parents led the push to expand programs to  
30 include infants, toddlers, elementary-age pupils, and,  
31 eventually, students through 12th grade, the campus now  
32 sitting on eighteen acres and including classrooms and  
33 support facilities built by parents over the years that  
34 support a vital community of approximately 150 children  
35 and their families with a staff of almost 50, the  
36 premier and only private Montessori high school in the  
37 State of South Carolina, advancing a philosophy of  
38 education to help children become responsible for their  
39 learning by realizing what they need to learn and how  
40 they can learn best and by embracing the responsibility  
41 that comes with this knowledge.

42 Now, therefore, be it resolved, in a meeting duly  
43 assembled this fifth day of September 2023, that the  
44 Anderson County Council joins the MSA community in  
45 celebrating this milestone anniversary and the vision  
46 of Ms. Karen Holt to offer Dr. Maria Montessori's world  
47 renowned educational method to the children of Anderson  
48 County.

49 And I'd like to put that in the form of a motion.

50 TOMMY DUNN: Have a motion

1 from Councilman Wright; second Ms. Wilson. Any further  
2 discussion?

3 CINDY WILSON: May I?

4 TOMMY DUNN: Ms. Wilson.

5 CINDY WILSON: I have had a  
6 firsthand experience at Montessori for a number of  
7 years with my child. And I can only give them the  
8 highest accolades. A lot of children might seem to be  
9 challenged in learning, but once they get to  
10 Montessori, miraculously they start learning, and they  
11 love learning. It's just a wonderful environment for  
12 little children.

13 Thank you.

14 TOMMY DUNN: Thank you.

15 Anyone else? All in favor of the motion show of hands.  
16 All opposed like sign. Show the motion carries  
17 unanimously.

18 JOHN WRIGHT: And if we  
19 could, Mr. Chairman, we have some folks from Montessori  
20 here tonight, including Ms. Karen Holt.

21 **PRESENTATION OF RESOLUTION**

22 **APPLAUSE**

23 TOMMY DUNN: That will  
24 conclude this part of our meeting. We'll adjourn and  
25 meet back here at 6:30 to start our regular council  
26 meeting.

27

28 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:07 P.M.)**



State of South Carolina     )  
County of           Anderson     )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
SEPTEMBER 5, 2023

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

ALSO PRESENT:  
RUSTY BURNS  
JORDAN THAYER  
RENEE WATTS

1 TOMMY DUNN: ... Anderson  
 2 County Council regular meeting to order. Before we  
 3 have the invocation and pledge of allegiance by Mr.  
 4 Davis, I would like for us to all rise and have a  
 5 moment of silence for Judge Steele. Just keep his  
 6 family in our mind. He passed away this past few days.  
 7 And also the lady that's over our dispatch, Ms.  
 8 Drawdy's father passed away. So let's keep those  
 9 families in our thoughts and prayers, please.

10 **MOMENT OF SILENCE**

11 TOMMY DUNN: Amen. Mr.  
 12 Davis.

13 GLENN DAVIS: Let us pray.

14 **INVOCATION AND PLEDGE OF ALLEGIANCE BY GLENN DAVIS**

15 TOMMY DUNN: We're going to  
 16 move on to item number 3 now, approval of minutes of  
 17 August 1, 2023. Are there any corrections to be made  
 18 to those? Do we have a motion to move these forward?

19 CINDY WILSON: So moved.

20 TOMMY DUNN: Ms. Wilson  
 21 makes a motion to move them forward. Do we have a  
 22 second?

23 GLENN DAVIS: Second.

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

28 Moving on, are there any corrections to be made to  
 29 the August 15, 2023 meeting.

30 CINDY WILSON: May I make the  
 31 motion that we approve as presented?

32 TOMMY DUNN: Ms. Wilson  
 33 makes a motion we approve this as presented. Do we  
 34 have a second?

35 GREG ELGIN: Second.

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

40 We're going to go on now to citizens' comments. As  
 41 Mr. Jordan Thayer, Mr. Thayer calls your name -- plus,  
 42 this first round is for agenda items only. You have  
 43 three minutes. Please address the chair. And as Mr.  
 44 Thayer calls your name, please repeat your name and  
 45 your district just for the record. Mr. Thayer.

46 JORDAN THAYER: Mr. Chairman,  
 47 the first name is Evette Rezika (phonics).

48 EVETTE REZIKA: Good evening.  
 49 My name is Evette Rezika. And I'm here to speak on  
 50 behalf of the education program, the drug education

1 program for our schools. I have four grandchildren  
2 here at the school districts and I have a daughter-in-  
3 law that also works for the school districts. Cindy is  
4 my County Council person, and April Cromer is my  
5 representative. I can't imagine living anywhere else  
6 except here in Anderson County. I love it.

7 I pick up my older grandson everyday at Hanna and I  
8 see the kids coming out and I always wonderful, what is  
9 it going to be like for them? You know, am I going to  
10 see them tomorrow? Are they going to be the one that  
11 falls victim to the drugs?

12 And you know, I can look around the room and  
13 probably at some point it has affected some of us;  
14 maybe not personally, but someone I know or someone  
15 that I care about, someone in their family, drugs has  
16 affected them.

17 And I pulled up the statistics and I found out that  
18 actually 150 people die per day in the U.S. from  
19 Fentanyl alone. 150 people. That's 54,000 plus per  
20 year.

21 Recently, probably about four months ago, I had the  
22 honor of hearing Sheriff McBride speak. He was at a  
23 women's group and he told us of several of his officers  
24 who had come in contact with Fentanyl. And fortunate  
25 for them, there was other officers present there to  
26 administer Narcan. Or it could have been a very  
27 devastating thing for their family, for the county and  
28 for the sheriff's department. And I think about how  
29 dangerous it is, that their jobs are, each day that  
30 they go out. And I pray for them.

31 You know, at the end of that speech that he gave  
32 us, I did ask the question, was there anything in our  
33 schools? Because I know as my children were growing up  
34 they had the DARE program. You would go down the  
35 hallways and you could see the signs. Just Say No To  
36 Drugs. I can remember my child actually doing a -- he  
37 had to do like a little essay for his class and then  
38 they judged them and gave them little prizes and  
39 things.

40 I have to say that I am so, so excited because as  
41 I've heard Sheriff McBride tell me -- I've seen him  
42 several times out and also Cindy, and I hear that the  
43 coroner is also working on a program for our schools  
44 right now. And I'm telling you what, that just thrills  
45 me because I think of my grandchildren and all the  
46 lives that this could save. Because when it comes down  
47 to it, it's just say no.

48 Our kids are involved in video games a lot of times  
49 and sometimes they just don't know the dangers. But we  
50 can get there and we can tell them and let them know

1 that that one tablet could be what causes the end of  
2 their life. And they will learn that lesson. And they  
3 will remember, just say no.

4 Thank you so much for your time. God bless you,  
5 and God bless Anderson County, because I love it.

6 TOMMY DUNN: Thank you.

7 Mr. Thayer.

8 JORDAN THAYER: Mr. Chairman,

9 the next speaker is Jeff Howard.

10 TOMMY DUNN: Mr. Howard.

11 JEFF HOWARD: Not nearly as

12 important as the last speaker, that subject.

13 I'm obviously not a legal expert or a speaker,  
14 which you'll find out directly, and I understand you're  
15 trying to -- I want to speak about the 23-030, the  
16 junkyards and storage areas.

17 I understand that you're trying to clean up the  
18 county and keep the areas from being health hazards.  
19 But given the recently hired code enforcement officer,  
20 the authority to interpret and enforce the article  
21 could possibly turn into -- or be perceived as  
22 government overreach and excessive power to a non-  
23 elected official.

24 I've not met the person and assume them to be a  
25 reasonable person, but the potential for conflict seems  
26 highly possible. I noticed some definitions and  
27 phrases that could be subjective such as in 10-21  
28 purpose, it says along with controlling vermin disease  
29 and fire hazards is the phrase public nuisance. That  
30 sounds subjective to me. Applying -- I'm going  
31 backwards now. I've probably only got 30 seconds left,  
32 but it might take me three minutes to find it.

33 In section 10-22, applicability, applying this to  
34 residents and residential open storage areas may also  
35 cause conflict when the residents of the county have  
36 not had to follow such ordinances, at least not where  
37 they could be enforced with state fines and possible  
38 jail time.

39 Under the definitions in section 10-25, when junk  
40 definition states that it includes rope, rubber, old  
41 building materials, lumber, it also includes the words,  
42 other similar items. I can see potential conflicts in  
43 that interpretation.

44 Section 10-25, location, 1,000 feet from roads and  
45 residences will make it impossible for most residents  
46 to comply without spending time and possibly money  
47 getting rid of one man's definition of junk. Spending  
48 money building a building to put the said junk in and  
49 getting it done in 15 days, or spending money and  
50 winning a court case or facing fines and possible jail

1 time.

2 It's also interesting that in the minutes of August  
3 15th in the second reading, it was stated that litter  
4 is -- it's stating some people's litter they would  
5 consider their storage and their property than someone  
6 may consider it, which I guess one man's litter might  
7 be another man's treasure. I don't know.

8 JORDAN THAYER: Mr. Chairman,  
9 that's three minutes.

10 Mr. Chairman, the next speaker is going to be  
11 Josephine Miles.

12 JOSEPHINE MILES: Good afternoon.  
13 My name is Josephine Miles and I live in District 2.  
14 I'm hoping I'm in the right place for my complaint. I  
15 may be in the wrong place, but we'll see.

16 It's about my road. I live on Belhaven Road.

17 TOMMY DUNN: Ma'am, I'm  
18 sorry. Will you speak in that mic right there. They  
19 can't hear you. We need to record where everybody can  
20 hear you over there. Okay.

21 JOSEPHINE MILES: Okay.

22 TOMMY DUNN: There you go.

23 JOSEPHINE MILES: I say I hope  
24 I'm in the right place. I'm not really sure, but we'll  
25 see. I guess y'all will tell me if I'm not.

26 But I'm concerned about my roads. I live on  
27 Belhaven Road. And what they have done, they come and  
28 patch up some of the holes in the road and they leave  
29 some of them. My concern is, you know, why they don't  
30 pave the whole road or patch up all of the holes. And  
31 it's the same thing on Bolt Drive. My aunt lives at  
32 2008 Bolt Drive and she lives almost in front of  
33 Moorhead Construction Company and that grass hasn't  
34 been cut all summer.

35 One other thing is my mailbox has been knocked down  
36 when the county came and dug the ditch out from between  
37 my house. I mentioned this before to my County  
38 Councilman, but I guess he hasn't had a chance to check  
39 on it. But my mailbox is being held up by bricks, and  
40 it was, you know, in the ground secure. So, you know,  
41 I'm concerned about my mailbox getting put back up in a  
42 proper perspective.

43 Thank you for your time.

44 TOMMY DUNN: Ma'am, will you  
45 make sure they get your contact information and  
46 somebody will check on this mailbox.

47 JORDAN THAYER: Mr. Chairman,  
48 the next speaker is Cindy Burris.

49 TOMMY DUNN: Ms. Burris,  
50 you're up.

1 CINDY BURRIS: Hello. I'm  
2 Cindy Burris. I was recently elected to the school  
3 board in Anderson 5 last year, and it's disturbing to  
4 hear of all the Fentanyl and drugs coming across our  
5 borders. And I was especially disturbed to hear  
6 Sheriff McBride say that we had Fentanyl deaths in  
7 Anderson every day. And of course, Greenville is  
8 worse.

9 But I'm excited to hear that a program may be  
10 offered here to our school children. It's so needed.  
11 And I wanted to also mention that I had a brother who  
12 had a drug addiction and he died from it. It was  
13 devastating to the family, and it's such a stronghold  
14 to break that addiction, you know. So anything we can  
15 do to prevent with the children would be such a  
16 blessing, you know. It would help our county. It's so  
17 needed. Thank you.

18 TOMMY DUNN: Yes, ma'am.  
19 Mr. Thayer.

20 JORDAN THAYER: The last name  
21 is Jeannie Burris.

22 JEANNIE BURRIS: Hello. I  
23 am Jeannie Burris. I am a resident of Anderson County  
24 and I'm the founding chair of Just Jeannie Media  
25 Foundation in Anderson, which is empowered by spirit  
26 gospel radio station WABB.

27 We are a non-profit organization serving Anderson  
28 County and surrounding areas. And as a multi-platform  
29 media organization, our mission is to produce media and  
30 with overall positive social impact that inspires and  
31 encourage our audience to transform some lives.

32 Now, we take pride in educating the community,  
33 entertaining a diverse audience and cooperating with  
34 social conscious organizations such as churches,  
35 schools and colleges to use the power of media to carry  
36 out our mission -- their mission and vision.

37 And also, we have had the pleasure of interviewing  
38 Administrator Rusty Burns. He's been there. John  
39 Wright, District 1, Councilman John Wright. And also  
40 Councilman Glenn Davis. And we'd like to send an  
41 invitation to the other districts that we haven't had a  
42 chance to meet yet. District, Ms. Cindy, District  
43 number 1; is that it? Seven, okay. And also the other  
44 two, District 3 and District 5. So the door is open to  
45 interview you guys. Come on in, talk about what you do  
46 here, what's going on in the county and surrounding  
47 areas. We'd love to hear. And we'd also extend an  
48 invitation to anyone else who's here in Anderson County  
49 and surrounding areas. We're trying to bridge the gap  
50 without our communities. We can do this, y'all,

1 through media.  
2 Thank you.  
3 TOMMY DUNN: Mr. Thayer.  
4 JORDAN THAYER: There's no more  
5 speakers, Mr. Chairman.  
6 TOMMY DUNN: Thank you.  
7 We're going to move on now to item number 5, Opioid  
8 Recovery Fund Proposals. Mr. Don McCown. Mr. McCown.  
9 DON MCCOWN: Can y'all hear  
10 me okay?  
11 TOMMY DUNN: Yes, sir.  
12 DON MCCOWN: First of all,  
13 thank you, members of Council, for allowing me to come  
14 before you and talk.  
15 Just briefly, I want to commend the two ladies who  
16 come up and talked about the drug problem.  
17 Does Anderson County have a drug problem? Yes, we  
18 do. We have a tremendous drug problem. I'm just going  
19 to read -- I know y'all received a letter that I  
20 submitted to Mr. Burns in an effort to try to become a  
21 more proactive education component.  
22 This is a little bit different considering the  
23 coroner's office is putting this forth. I hope I never  
24 have to investigate another drug death as long as I  
25 live. However, that's not going to be reality.  
26 To give you an example, just in our reports and  
27 numbers here that I've given you already, in 2021, we  
28 had 48 drug death; in 2022 we had 101; we're on target  
29 right now in 2023 to see that by a longshot. Okay.  
30 EMS, just in 2021 responded to approximately 241  
31 responses for just simple drug related emergencies.  
32 This year in 2022, they responded to 476. Most members  
33 on this Council and most of our public listen to the  
34 radio every day. That's like three, four and five  
35 times a day now they're responding to somebody with a  
36 drug related emergency.  
37 So my program or the sales pitch I'm throwing at  
38 you is that we want to become more proactive. So we  
39 want to attack this more from an educational standpoint  
40 and an awareness standpoint and a counseling  
41 standpoint. Not downing from our law enforcement side,  
42 but, let's face it, incarcerating people ain't working.  
43 You know, we're still having the drug deaths.  
44 So taking on the perspective from the coroner's  
45 office, why I think that we would be the ideal agency  
46 to head that is because we see the final results.  
47 Also, most of you on this Council know that all of  
48 our staff serve in all those roles; we hold EMS role,  
49 we hold law enforcement role and we hold the medical  
50 role. So we feel that having us as the initial

1 oversight, I guess you could say, we can pull all these  
2 other public safety agencies together. Pull our EMS in  
3 with us, pull our law enforcement in with us and maybe  
4 have a very aggressive education program.

5 So we want to be able to attack all of our schools  
6 with basically 90 percent to 95 percent of the school  
7 hit within one year. We want to be able to hit at  
8 least 70 to 75 percent of our civic organizations. We  
9 want to be able to get out and educate. I think that's  
10 got to be something to start forth in our first step.

11 Then our next step is to take another different  
12 role with our EMS side, which you know, I serve on both  
13 sides, is take and have where we can get counselors to  
14 these people when they're brought in or when they're  
15 attended to by EMS. If we get one, two, three to go  
16 for that counseling, that's one, two, three that didn't  
17 die.

18 I kind of go back to the statistics all the time.  
19 Drug deaths are 100 percent preventable. 101 people  
20 died in 2022 that shouldn't have died. Okay? And it's  
21 just going to get worse if we don't really start trying  
22 to utilize some of the federal money and things to  
23 start trying to do more of an educational component;  
24 get out and talk to our schools, and yeah, scare some  
25 people that we know.

26 In our world right now in Anderson County, the  
27 majority -- 70 percent of our drug deaths involve  
28 Fentanyl. Seventy percent. Seventy more percent  
29 involve multiple drugs. So 70 percent of all of our  
30 drug deaths are involving Fentanyl. Still the most  
31 dangerous drug out there. We're even adding new drugs  
32 out there now that they're adding to the Fentanyl.

33 I don't know if education is going to be 100  
34 percent the answer, but it's got to be a first step.  
35 And so hopefully we convince a few young people that  
36 they get it in their system to not do it later one,  
37 then maybe we don't have the 30 or 40 year olds or 50  
38 year olds dropping dead from drug use.

39 That's kind of my sales pitch to you. I think --  
40 what I've asked for is some money to basically go forth  
41 and have some educational components, to buy some  
42 training materials, and basically hold some meetings.  
43 Because, yes, we are going to have to get out and host  
44 meeting and say, look, let's talk about the drug  
45 problem.

46 I want to be able to go to every school and talk to  
47 kids. And we're going to make that -- I think with the  
48 program you've laid out and you've read, it's an  
49 aggressive program. And I think with our partnership  
50 and everybody else, EMS and law enforcement, hopefully



1 we can get there and at least steer some people away  
2 from what's going on in our community. I don't think  
3 we'll ever 100 percent correct it. I wish we could.  
4 But maybe we just have an impact and we correct it 50  
5 percent.

6 I'll be glad to take any questions if you read my  
7 proposal.

8 CINDY WILSON: This is a  
9 desperately needed program.

10 TOMMY DUNN: Anybody got any  
11 questions?

12 CINDY WILSON: May I?

13 TOMMY DUNN: Yes, ma'am.

14 CINDY WILSON: In reading your  
15 proposal and the PlaySafe, will y'all be coordinating  
16 somewhat with one another to get fuller coverage for  
17 all the schools?

18 DON MCCOWN: A hundred  
19 percent, Ms. Wilson. It's going to take everybody  
20 working together. My staff doesn't have a hundred  
21 percent and neither does EMS and neither does the  
22 sheriff's office or local police departments. But I  
23 think if we can just get one person from each place to  
24 try to be kind of an initiative, then we can move  
25 forward with that program.

26 I think by us coordinating it, that person -- and  
27 I'm going to take most of that responsibility myself --  
28 to say, okay, we've set up a presentation this day. I  
29 need these people to be present. I mean we're even  
30 going to take it a step further. Holidays coming up,  
31 you're going to see us in the mall handing our poster  
32 and brochures and things to let everybody know.

33 Personally, and I'm kind of passionate about this,  
34 I personally think it should have more of an impact if  
35 the Deputy Coroner is handing you something that tells  
36 you, don't use drugs. Okay. I don't see how much more  
37 of an impact anybody could have.

38 CINDY WILSON: Remembering  
39 back when I was in high school decades ago, there was a  
40 program called Scared Straight. And they had a -- it  
41 was very graphic visuals of wrecks. And would you be  
42 able to do some really graphic visuals? Because when  
43 one is young, you just don't think you're mortal. But  
44 it's, it's really a ---

45 DON MCCOWN: I think you've  
46 also got parents to handle -- you know, God forbid any  
47 of us in this room would ever have to suffer what they  
48 suffered. But we've even had parents come forward said  
49 I'll tell my story. You know, I'll tell them what I  
50 went through. You know, what hurt was when I lost my

1 son or my daughter, or even my dad. I don't think  
2 there's more of an impact than that. And I think we've  
3 got to, as our county has always been aggressive on  
4 taking the step forward, I think we've got to still  
5 step forward a little bit more with this. If we don't  
6 it's not going to get any better.

7 TOMMY DUNN: Thank you.  
8 Councilman Sanders.

9 BRETT SANDERS: Mr. McCown?  
10 DON MCCOWN: Yes, sir.

11 BRETT SANDERS: I think this is  
12 a monumental initiative. Is the 45,000 that you're  
13 asking, is that going to be enough to do what you need?  
14 It seems too small of an amount. And I'm, I'm always  
15 about saving money. But if we're going to do  
16 something, I think we need to get the right fundings  
17 together and come in with an amount that we're actually  
18 going to be able to make a difference with.

19 DON MCCOWN: I think it'll  
20 be a start. Of course, I'm just like ---

21 TOMMY DUNN: You can always  
22 come back; can't you?

23 DON MCCOWN: Exactly, sir.  
24 I can always come back. And that's always been my  
25 component, is let me get it started. Because I want to  
26 show you success before I start coming back and saying  
27 we just blowed a bunch of money, and we didn't do  
28 anything.

29 BRETT SANDERS: Thank you.  
30 TOMMY DUNN: Anyone else?

31 Councilman Glenn Davis.

32 GLENN DAVIS: Mr. McCown,  
33 your target audience, are you starting at elementary,  
34 middle or high school?

35 DON MCCOWN: That's going to  
36 be a question -- we were just discussing that today. I  
37 would like to more or less head for the middle school  
38 and up. Most elementary schools aren't going to quite  
39 understand what we're talking about unless I'm just  
40 giving them a bunch of candy. But I think middle  
41 schools and up are where we'll have the most  
42 significant impact.

43 The hardest one, honestly, and you guys know this,  
44 is high school. Because of course, now I'm dealing  
45 with kids that already know everything. And they've  
46 already had life's experiences. So they're my hardest  
47 groups. The best groups to hit are typically your  
48 seventh, eighth, ninth, tenth grade students. So, but  
49 we're going to make our goal to hit towards middle  
50 school all the way up to high school.

1 GLENN DAVIS: Thank you.  
2 TOMMY DUNN: Anyone else? I  
3 just want to say, Mr. McCown, appreciate you. Thank  
4 you. I've known you for a long, long time and I know  
5 what you've done, you went in it head-on and done a  
6 great job and been part of it. And I've got nothing  
7 but the upmost confidence in this and just let us know  
8 what we need to do. Okay? Appreciate y'all and your  
9 team putting this together and starting this because it  
10 is something greatly needed. And like I said, if it  
11 only saves one life it's worth it.

12 DON MCCOWN: Thank you, Mr.  
13 Dunn. Members of Council, thank you.

14 RUSTY BURNS: Mr. Chairman.  
15 TOMMY DUNN: Yes, sir.  
16 RUSTY BURNS: Brandy from  
17 PlaySafe is here if you would like to have her say a  
18 few words on her proposal.

19 TOMMY DUNN: Yeah, yeah.  
20 BRANDY SINGLETON: Thank you guys  
21 for having us here tonight. Just to kind of piggyback  
22 on what he's saying. This is something that we have to  
23 address in our communities. And we were talking  
24 earlier about, we continue to do the same things over  
25 and over and expect different results. And I think now  
26 we're at a point where we have to think outside of the  
27 box. And so it's going to take all of us coming  
28 together and working and trying to push that ball  
29 forward. And that's what we're trying to do with our  
30 initiative, as well. So you guys have received our  
31 proposal and I'm happy to answer any questions.

32 TOMMY DUNN: Does anyone  
33 have any questions? Comments?

34 Again, I want to appreciate y'all for having this  
35 initiative and taking this -- I think it's very, very  
36 much needed. And I think it's great. I think it will  
37 make an impact. I really do. And get something  
38 started. I'm looking forward to it. Thank y'all.

39 BRETT SANDERS: Do we need to  
40 vote?

41 TOMMY DUNN: Yeah. Go  
42 ahead.

43 BRETT SANDERS: I make a  
44 motion, Mr. Chairman, that we accept both opioid  
45 recovery fund proposals from PlaySafe and from the  
46 coroner's office.

47 CINDY WILSON: Second.  
48 JOHN WRIGHT: Second.  
49 TOMMY DUNN: We have a  
50 second I think from the whole council. Mr. Sanders

1 makes the motion and second by whole Council. Any  
2 discussion? All in favor of the motion show of hands.  
3 All opposed like sign. Show the motion carries  
4 unanimously.

5 Thank y'all. Appreciate y'all.

6 We're going to move on now to item number 6(a),  
7 third reading, 2023-029, an Ordinance to amend section  
8 8-79, related to building codes, of the Anderson County  
9 Code of Ordinances; and other matters related thereto.

10 I'm going to ask, Mr. Thayer, if you would just  
11 give a brief little thing before we go into public  
12 hearing if somebody wants to talk about it.

13 JORDAN THAYER: We're just  
14 clarifying what specific provisions of the property  
15 maintenance code we're adopting. We're adopting  
16 provisions that are not overlapped by other building  
17 code provisions, like fire, electrical, plumbing and  
18 things like that. So we're just adopting specific  
19 ones. We're also clarifying that we do not follow the  
20 administrative procedure of the International Property  
21 Maintenance code. We had a hiccup for that in court  
22 recently so this is going to make it easier for the  
23 judges to understand what's going on.

24 TOMMY DUNN: Thank you very  
25 much, Mr. Thayer.

26 We'll go into a public hearing on this. Anyone  
27 wishing to speak to this matter, please step forward,  
28 state your name and district for the record and address  
29 the chair, and you've got three minutes. Anyone at  
30 all?

31 Seeing and hearing none, the public hearing will be  
32 closed. Do I have a motion to move this forward?

33 CINDY WILSON: So moved.

34 TOMMY DUNN: Motion Ms.

35 Wilson. Do we have a second?

36 JOHN WRIGHT: Second.

37 TOMMY DUNN: Second

38 Councilman Wright. Any discussion?

39 CINDY WILSON: May I?

40 TOMMY DUNN: Ms. Wilson.

41 CINDY WILSON: Just very

42 quickly. This will help with our codes enforcement.  
43 But I'm going to suggest at some point before long we  
44 take up some type of disclaimer that would be put on  
45 our occupancy permits explaining what Building and  
46 Codes inspected.

47 We have a lot of people moving here into Anderson  
48 County and they're buying homes in developments and  
49 they expect that because we inspected that house that  
50 it passed muster. And that may not always be the case.

1 We've got a lawsuit now coming before that Anderson  
2 County has been a named party to that pretty much  
3 outlines that.

4 I know Mr. Wright is in the real estate business  
5 and for years I did a lot of houses, too. But always  
6 we would recommend to a prospective buyer, make sure  
7 you get a thorough professional inspection and you be  
8 there present to ask questions. And a lot of these  
9 folks are moving here buying sight unseen because the  
10 county inspected and they think they're buying a prime  
11 property.

12 So anyway, I'm just wondering if it wouldn't be a  
13 good idea to put a disclaimer on those occupancy  
14 permits.

15 TOMMY DUNN: That might be  
16 something we look at and talk to legal counsel about.  
17 You know, I don't think it's neither here nor there,  
18 but always keep in mind and people realize, that  
19 building official that comes out, all he can enforce is  
20 what's in that code book. And workmanship is not in  
21 it.

22 CINDY WILSON: Precisely.  
23 Precisely.

24 TOMMY DUNN: But we'll let  
25 Mr. Jordan and his team look at that. Anything else?

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

29 Next we're going to move on to item number 6(b),  
30 third reading, 2023-030, an Ordinance to amend sections  
31 10-20 through 10-36, related to junkyards and open  
32 storage, of the Anderson County Code of Ordinances; and  
33 other matters related thereto.

34 Mr. Thayer, if you would, just a brief synopsis of  
35 this.

36 JORDAN THAYER: Yes, sir, Mr.  
37 Chairman. We went through here and we changed the  
38 regulatory compliance officer to code enforcement  
39 officer. We clarified the applicability and we added  
40 an enforcement provision to give us some teeth in this,  
41 in this junkyard violation ordinance.

42 TOMMY DUNN: This helps give  
43 us a better standing when we go to Court. Everybody's  
44 got a right to go to Court if they don't like something  
45 or something ain't right or what not, gives a little  
46 bit better thing, hopefully. Because it is a problem.

47 JORDAN THAYER: Correct. Yes,  
48 this will help us.

49 TOMMY DUNN: I mean, it's  
50 something everyday.

1 This will be a public hearing. Anyone wishing to  
2 speak to this matter, please step forward. You've got  
3 three minutes. And address the Chair, please. Anyone  
4 at all?

5 JEFF HOWARD: Jeff Howard,  
6 District 2. The only thing I had left was I don't know  
7 if it's anything to worry about, but in this day of age  
8 -- day and age of drones being used for surveillance  
9 for Labor Day parties in New York and other similar  
10 issues of possible government overreach, I think more  
11 time to consider with the public consideration and  
12 y'all's consideration and -- because I've had a couple  
13 people say to me something along the lines of since  
14 when did we vote for a countywide HOA? That's all.

15 TOMMY DUNN: Thank you.  
16 Anyone else? Public hearing will be closed. Do we  
17 have a motion to move this forward?

18 CINDY WILSON: So moved.  
19 TOMMY DUNN: Motion Ms.

20 Wilson. Have a second?

21 JOHN WRIGHT: Second.

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

26 We're going to move on to item number 7(a),  
27 ordinance second reading, 2023-031, an ordinance  
28 authorizing the execution and delivery of a special  
29 source credit agreement by and between Anderson County,  
30 South Carolina, Lake Hartwell Development Group LLC,  
31 D/B/A The Shores of Asbury with respect to certain  
32 economic development property in the County, whereby  
33 such property will receive certain special source  
34 credits in respect of investment in related  
35 infrastructure; and other matters related thereto.

36 I think this is -- I want to make something clear  
37 to come out. This is going to be, I think, where we  
38 come in -- just want to take a moment to note that  
39 something here on page two of the ordinance, number  
40 2023-031, and page three of the special source credit  
41 agreement are not accurate. Especially, we are talking  
42 about the definition of gross sales and net sales and  
43 after the definitions have been provided to Council and  
44 will be available to the public online if applicable.

45 I just wanted to get that for the record. We had  
46 it last Council meeting, but we didn't get it quite  
47 handed out. I just wanted to make sure that's plain.

48 Mr. Nelson, you got anything you want to say?

49 BURRISS NELSON: Mr. Chairman,  
50 thank you. This is just really setting in place the

1 fee agreement so that they can pay their property tax  
2 through sales and activity that they have out there at  
3 the park.

4 TOMMY DUNN: This is also  
5 changing up some ---

6 BURRISS NELSON: Right. This  
7 changes -- gets all the names correct.

8 TOMMY DUNN: That's right.  
9 That's what ---

10 BURRISS NELSON: Doing business  
11 as ---

12 TOMMY DUNN: That's what's  
13 brought us here today.

14 BURRISS NELSON: Right.  
15 TOMMY DUNN: We have a  
16 motion, Mr. Wright?

17 JOHN WRIGHT: So moved.  
18 Yes, sir.

19 TOMMY DUNN: Make the  
20 motion to move this forward.

21 CINDY WILSON: Second.  
22 TOMMY DUNN: Second Ms.  
23 Wilson. I open the floor up for discussion.

24 JOHN WRIGHT: Mr. Chairman.  
25 TOMMY DUNN: Mr. Wright.  
26 JOHN WRIGHT: If I could, I  
27 know that a big part of this is to -- for the name  
28 change pertaining to the ownership group. But since  
29 there will be an amendment filed to this agreement, I  
30 think it would make sense to amend the payment  
31 structure, as well. Currently, there's I think, some  
32 contradictory language and somewhat of a -- what I  
33 would deem convoluted -- maybe a little complicated  
34 formula to calculate that payment. So to sync things  
35 up and simplify it and also I think make it more  
36 beneficial for us as a county, if we could amend that  
37 to reflect that the payment will be on gross sales, not  
38 net sales. Like three percent of the gross sales; not  
39 net sales. So I guess anywhere in that agreement that  
40 net sales appears, we would substitute that for gross  
41 sales. Or anywhere that net sales payment appears it  
42 would be the gross sales payment which would be three  
43 percent of the gross sales.

44 I put that in form of a motion.

45 TOMMY DUNN: Motion Mr.  
46 Wright. Have a second?

47 BRETT SANDERS: Second.  
48 TOMMY DUNN: Second Mr.  
49 Sanders. Now open the floor up for discussion. I  
50 think this is needed. When you go through this

1 document and start looking, it contradicts itself even  
 2 on definitions on a couple of places. And this is I  
 3 think just good business sense to come out. And I  
 4 think we talked about doing this awhile back.  
 5 Anyone else? All in favor of the motion show  
 6 hands. All opposed like sign. Show the motion carries  
 7 unanimously.  
 8 Now we'll go back to the original motion. Are  
 9 there any discussion to the original motion? All in  
 10 favor of the original motion show of hands. All  
 11 opposed like sign. Show the motion carries  
 12 unanimously.  
 13 We're going to move on item number 7(b), second  
 14 reading, 2023-32, an Ordinance to amend an agreement  
 15 for the development of a joint county industrial and  
 16 business park (2010 Park) of Anderson and Greenville  
 17 Counties so as to enlarge the park to include certain  
 18 property of Lake Hartwell Development Group LLC, D/B/A  
 19 The Shores of Asbury and other matters related thereto.  
 20 This is standard, what we do to put them in a park.  
 21 And Greenville does it to us. Do we have a motion to  
 22 move this forward?  
 23 JOHN WRIGHT: So moved.  
 24 TOMMY DUNN: Motion John  
 25 Wright. Have a second?  
 26 CINDY WILSON: Second.  
 27 TOMMY DUNN: Second Mr.  
 28 Elgin. I open the floor up for discussion.  
 29 BURRISS NELSON: Mr. Chairman,  
 30 this is to simply put it in the park agreement so that  
 31 they can get the benefits from the -- the way the state  
 32 has the benefit program set up.  
 33 TOMMY DUNN: Any more  
 34 discussion? All in favor of the motion show of hands.  
 35 All opposed like sign. Show the motion carries  
 36 unanimously.  
 37 We're going to move on to item number 8(a), first  
 38 reading, 2023-034, an Ordinance to amend section 2- ---  
 39 JORDAN THAYER: Mr. Chairman, I  
 40 believe you skipped 7(c).  
 41 TOMMY DUNN: Yep. I did, I  
 42 skipped (c). I was just checking on you, Jordan. Good  
 43 job.  
 44 This is 2023-033 -- I'm sorry -- I had an X by it  
 45 is what got me -- X too soon-- an Ordinance to approve  
 46 the first amendment to sublease agreement between  
 47 Anderson County, South Carolina, and Lake Hartwell  
 48 Development Group LLC D/B/A The Shores of Asbury for  
 49 the Asbury Park site on Lake Hartwell; and other  
 50 matters related thereto.



1 Do we have a motion?  
2 JOHN WRIGHT: So moved.  
3 BRETT SANDERS: So moved.  
4 TOMMY DUNN: Motion Mr.  
5 Wright; second Mr. Sanders. Now, Mr. Nelson, you got  
6 anything?  
7 BURRISS NELSON: Thank you, Mr.  
8 Chairman. This is the component that changes the --  
9 corrects the names and gets it corrected for the lease  
10 agreement.  
11 TOMMY DUNN: Okay. Anymore  
12 discussion?  
13 JOHN WRIGHT: Mr. Chairman.  
14 TOMMY DUNN: Yes, sir.  
15 JOHN WRIGHT: If I could, I'd  
16 like to make a motion that we table item 7(c). If we  
17 were to move this forward with the name change, it  
18 could potentially jeopardize the amendment in 7(a). So  
19 I just think until we get the solution to 7(a)  
20 rectified that we should table 7(c).  
21 TOMMY DUNN: Do we have a  
22 second?  
23 BRETT SANDERS: Second.  
24 TOMMY DUNN: All in favor of  
25 the motion show of hands. All opposed like sign. Show  
26 the motion carries unanimously.  
27 Moving on, 8(a), first reading, 2023-034, an  
28 ordinance to amend section 2-1053 related to marriage  
29 ceremonies in government offices, of the Anderson  
30 County Code of Ordinances; and other matters related  
31 thereto.  
32 Mr. Thayer, do you want to touch base on this?  
33 JORDAN THAYER: Yes, Mr.  
34 Chairman. I actually brought this before y'all last  
35 meeting. We're going to raise it from 25 to \$100. But  
36 the equal dignify rule says we have to match an  
37 ordinance with an ordinance, so we're just jumping  
38 through the hurdles here.  
39 TOMMY DUNN: And this was --  
40 Probate Judge asked for this; right?  
41 JORDAN THAYER: Probate Judge  
42 requested this, yes, sir.  
43 TOMMY DUNN: Do we have a  
44 motion to move this forward?  
45 BRETT SANDERS: So moved.  
46 JOHN WRIGHT: Second.  
47 TOMMY DUNN: Mr. Sanders;  
48 second Mr. Wright. Any discussion? All in favor of  
49 the motion show of hands. All opposed like sign. Show  
50 the motion carries unanimously.

1 We're going to move on to item number 8(b), 2023-  
 2 035, an Ordinance authorizing the execution and  
 3 delivery of a fee-in-lieu of ad valorem tax and special  
 4 source revenue credit agreement by and between Anderson  
 5 County, South Carolina and Project Asteroid to provide  
 6 for payment of a fee-in-lieu of taxes; authorizing the  
 7 expansion of a multi-county business park; authorizing  
 8 certain special source revenue credits; and other  
 9 matters related thereto. Project Asteroid.

10 Mr. Nelson.

11 BURRISS NELSON: Yes, sir, Mr.  
 12 Chairman. This is Project Asteroid. It's a local  
 13 family owned machine tools technology company investing  
 14 6.6 million in building and equipment and creating 49  
 15 new jobs with an average pay of \$30.11 an hour, for a  
 16 new county payroll of \$2.95 million annual payroll.  
 17 It's a fee agreement with 6% assessment ratio and a 30  
 18 year term 65% special source revenue credit for years  
 19 one through five and 45% years six through 10. Taxes  
 20 paid in 2022 24,000. And projected taxes for 2024 will  
 21 be the 24,000, new taxes 42, for a total of close to  
 22 \$50,000.

23 The new projected taxes over 30 years 1.98 million.  
 24 And the county impact -- community impact in the first  
 25 year 16 million, with 30 year impact of 127 million.

26 Thank you for your consideration for this project.  
 27 This is a great company that's been in business since  
 28 1968 and brings a lot to our community.

29 TOMMY DUNN: Do we have a  
 30 motion?

31 BRETT SANDERS: So moved.

32 TOMMY DUNN: Mr. Sanders  
 33 makes a motion; Ms. Wilson seconds it. Any discussion?

34 CINDY WILSON: Just a quick  
 35 point ---

36 TOMMY DUNN: Ms. Wilson.

37 CINDY WILSON: --- that it's

38 so encouraging to have native growing companies  
 39 expanding. That should give us all some -- a pause for  
 40 some smiles. That's really good.

41 TOMMY DUNN: Thank you.

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

45 We're going to move on to item number 9(a),  
 46 Resolutions. This is 2023-038, a Resolution committing  
 47 to negotiate a fee-in-lieu of ad valorem taxes and  
 48 special source revenue credit agreement between  
 49 Anderson County and Project Asteroid; identifying the  
 50 project; and other matters related thereto. Project

1 Asteroid.  
2 Mr. Nelson, do you have anything? It's the same,  
3 just dotting i's ---  
4 BURRISS NELSON: This just  
5 restates the agreement between the county and the  
6 company. Thank you, sir.  
7 TOMMY DUNN: Do we have a  
8 motion to move this forward?  
9 BRETT SANDERS: So moved.  
10 CINDY WILSON: Second.  
11 TOMMY DUNN: Motion Mr.  
12 Sanders; second Ms. Wilson. Any discussion? All in  
13 favor of the motion show of hands. All opposed like  
14 sign. Show the motion carries unanimously.  
15 We're going to move on to number 9(b), 2023-039, a  
16 Resolution authorizing and approving the assignment and  
17 assumption of a fee in lieu of tax and incentive  
18 agreement by and among Anderson County, South Carolina,  
19 FedEx Ground Package System, Inc., and Evergreen Road  
20 Anderson, LLC; and other matters related thereto.  
21 Mr. Nelson.  
22 BURRISS NELSON: Thank you, Mr.  
23 Chairman. This is the FedEx project. And it was owned  
24 by SunCap, who was the developer investor initially,  
25 and it's been purchased by another investor group that  
26 buys a lot of major buildings across the U.S., Miramar  
27 Industrial. And this is codifying the name change to  
28 the new company.  
29 TOMMY DUNN: Do we have a  
30 motion?  
31 BRETT SANDERS: So moved.  
32 TOMMY DUNN: Motion Mr.  
33 Sanders. Do we have a second?  
34 JOHN WRIGHT: Second.  
35 TOMMY DUNN: Second John  
36 Wright, Jr. Now open the floor up for discussion.  
37 CINDY WILSON: May I?  
38 TOMMY DUNN: Ms. Wilson.  
39 CINDY WILSON: We all were so  
40 excited when FedEx announced that they were putting  
41 their distribution center out on 81. And they pay a  
42 very handsome wage according to the fee in lieu of tax  
43 agreements and so forth. But my constituency who live  
44 across the road are concerned about the appearance of  
45 the property.  
46 We have requested a number of times for it to be  
47 better landscaped and blend a little better into the  
48 community for such an investment. And so far we  
49 haven't gotten anything. But Mr. Nelson did reach out  
50 again to the new company.

1           Apparently the new purchaser doesn't realize that  
2   this facilities is in Anderson County. He calls it the  
3   me Greenville instead of me Anderson. And they're  
4   located in California and the attorney's in Phoenix,  
5   Arizona.  
6           So I'm going to request that until Mr. Burriss has  
7   -- Mr. Burriss Nelson has a response from them that if  
8   we could table this till the next meeting and hopefully  
9   get some better appearances out there.

10           TOMMY DUNN:                               You make a  
11   motion to table it?

12           CINDY WILSON:                            Yes, sir.  
13           TOMMY DUNN:                            Okay. There's  
14   no discussion; no discussion on a motion to table. So  
15   all in favor of Ms. Wilson's motion to table, show of  
16   hands. All opposed. How you voting, Mr. Davis?  
17           Okay. It's voted three to three, Ms. Wilson, Mr.  
18   Elgin and Mr. Davis votes to table. Mr. Wright, Mr.  
19   Sanders and Mr. Dunn votes not to table. So your  
20   motion fails being a tie vote. Am I correct? Motion  
21   on the floor you've got to have a majority.

22           JORDAN THAYER:                        I believe  
23   that's correct; you'd need a majority.

24           TOMMY DUNN:                            That's right.  
25           CINDY WILSON:                           Well, I've been  
26   up here for years. That would be correct.

27           TOMMY DUNN:                            Okay. Do we  
28   have a motion to move this forward?

29           BRETT SANDERS:                        So moved.  
30           TOMMY DUNN:                            Motion Mr.  
31   Sanders. Do we have a second?

32           JOHN WRIGHT:                           Second.  
33           TOMMY DUNN:                            John Wright,  
34   Jr. All in favor of the motion show of hands. All  
35   opposed like sign. So all in favor is Mr. Sanders, Mr.  
36   Glenn Davis, Mr. Tommy Dunn, Greg Elgin and John Wright  
37   in favor; Ms. Wilson opposed.

38           BURRISS NELSON:                       Mr. Chairman,  
39   point of privilege. I'd just like to say that I will  
40   continue to try to contact this company and work with  
41   them to see if we can get some resolution and see if we  
42   can get it worked out.

43           CINDY WILSON:                           Thank you.  
44           TOMMY DUNN:                            Thank you.  
45           BURRISS NELSON:                        Thank you.  
46           TOMMY DUNN:                            Moving on to  
47   item number 10. Change orders/bid approvals. Bid  
48   number 24-003, Hurricane Creek Forcemain Project.

49           RUSTY BURNS:                           Mr. Chairman,  
50   we had two contractors to bid on this project. The low

1 bidder was Don Moorhead. The total price is  
2 \$2,528,813. Request approval from Council.  
3 TOMMY DUNN: Do we have a  
4 motion to move this forward? By Mr. Sanders. Do we  
5 have a second? Second Councilman Elgin. Any  
6 discussion? All opposed like sign. All opposed like  
7 sign. Show the motion carries unanimously.  
8 We're going to move on to item number 11. Any  
9 appointments? Mr. Sanders.  
10 BRETT SANDERS: None at this  
11 time, sir.  
12 TOMMY DUNN: Mr. Glenn  
13 Davis?  
14 GLENN DAVIS: None at this  
15 time, sir.  
16 TOMMY DUNN: Greg Elgin?  
17 GREG ELGIN: Yes, sir. I  
18 have one, reappointing a library board member, Ms.  
19 Frances Saville for District 3.  
20 TOMMY DUNN: We have a  
21 motion by Mr. Elgin. Do we have a second? By Mr.  
22 Sanders. Any discussion? All in favor of the motion  
23 show of hands. All opposed like sign. Show the motion  
24 carries unanimously.  
25 Mr. Wright, do you have any?  
26 JOHN WRIGHT: No, sir,  
27 nothing at this time.  
28 TOMMY DUNN: Ms. Wilson, do  
29 you have any?  
30 CINDY WILSON: No.  
31 TOMMY DUNN: District 5 has  
32 one to the library appointment board. I'd like to  
33 nominate Ms. Angela Dixon. Put that in the form of a  
34 motion.  
35 CINDY WILSON: Second.  
36 TOMMY DUNN: I have a second  
37 -- Ms. Wilson seconds. Any discussion? All in favor  
38 of the motion show of hands. All opposed like sign.  
39 Show the motion carries unanimously.  
40 Moving on now to requests by Council members. Mr.  
41 Sanders.  
42 BRETT SANDERS: Thank you, Mr.  
43 Chairman. If I may combine these two. I would like  
44 to, out of my special appropriations account, \$500 to  
45 Anderson Area Crime Stoppers; also, I'd like to do  
46 \$3,750 to Anderson University. Put that in the form of  
47 a motion.  
48 JOHN WRIGHT: Second.  
49 CINDY WILSON: Second.  
50 TOMMY DUNN: Have a motion

1 Mr. Sanders; and second Mr. Wright. Any discussion?  
2 All in favor of the motion show of hands. All opposed  
3 like sign. Show the motion carries unanimously.  
4 Mr. Davis, Glenn Davis.  
5 GLENN DAVIS: Thank you, Mr.  
6 Chairman.  
7 TOMMY DUNN: Yes, sir.  
8 GLENN DAVIS: May I do both  
9 of them at the same time. Foothills Community Health  
10 Center \$1,500; Anderson Crime Stoppers \$500. I'd like  
11 to put that in the form of a motion from District 2's  
12 special rec account.  
13 TOMMY DUNN: We have a  
14 motion by Mr. Davis and second by Mr. Elgin. Any  
15 discussion? All in favor of the motion show of hands.  
16 All opposed like sign. Show the motion carries  
17 unanimously.  
18 Anything else, Mr. Davis?  
19 GLENN DAVIS: No, sir. Thank  
20 you.  
21 TOMMY DUNN: Going on to  
22 Councilman Elgin. Councilman Elgin.  
23 GREG ELGIN: Yes, sir. I  
24 have one from District 3 for Anderson Area Crime  
25 Stoppers \$500 from District 3's account.  
26 JOHN WRIGHT: Second.  
27 TOMMY DUNN: Have a second  
28 -- motion by Mr. Elgin and second by Mr. Wright. Any  
29 discussion? All in favor of the motion show of hands.  
30 All opposed like sign. Show the motion carries  
31 unanimously.  
32 We're going to move on now to Councilman Wright.  
33 JOHN WRIGHT: Thank you, Mr.  
34 Chairman. From District 1's special rec account, I'd  
35 like to appropriate \$500 to the Anderson Area Crime  
36 Stoppers and \$3,750 to Anderson University. And put  
37 that in the form of a motion.  
38 CINDY WILSON: Second.  
39 TOMMY DUNN: Have a motion  
40 Mr. Wright and second Ms. Wilson. Any discussion? All  
41 in favor of the motion show of hands. All opposed like  
42 sign. Show the motion carries unanimously.  
43 Ms. Wilson.  
44 CINDY WILSON: Thank you.  
45 District 7 would like to appropriate \$1,000 to the  
46 Honea Path Free Clinic. And I put that in the form of  
47 a motion.  
48 GLENN DAVIS: Second.  
49 TOMMY DUNN: Have a motion  
50 by Ms. Wilson; second by Mr. Sanders. Any discussion?

1 All in favor of the motion show of hands. All opposed  
2 like sign. Show the motion carries unanimously.  
3 Out of District 5's special appropriation account,  
4 I'd like to appropriate \$800 for the Anderson Area  
5 Crime Stoppers; and \$2,500 to Anderson University. Put  
6 that in the form of a motion.

7 BRETT SANDERS: Second.  
8 CINDY WILSON: Second.  
9 TOMMY DUNN: Second Mr.

10 Sanders. Any discussion? All in favor of the motion  
11 show of hands. All opposed like sign. Show the motion  
12 carries unanimously.

13 We're going to move on now to administrator's  
14 report.

15 RUSTY BURNS: Nothing at this  
16 time.

17 TOMMY DUNN: We're going to  
18 move on now to citizens' comments. When Mr. Thayer  
19 calls your name, please step forward. For the record  
20 please state your name and district for the record.  
21 You've got three minutes. And address the chair. Mr.  
22 Thayer.

23 JORDAN THAYER: Mr. Chairman,  
24 the first name is Jill O'Connor.

25 TOMMY DUNN: Okay.  
26 JILL O'CONNOR: Good evening,  
27 Chairman Dunn and council members. I'm Jill O'Connor  
28 from District 5. Once again, I've changed what I was  
29 going to say. I just want to say, I'm so appreciative  
30 that you did such a thorough review and consideration  
31 in making the changes to Ordinance 2023-031. And  
32 holding off on 33 to see if that is complete.

33 Thank you very much.

34 TOMMY DUNN: Mr. Thayer.  
35 JORDAN THAYER: Mr. Chairman,  
36 that's all the names we have for this evening.

37 TOMMY DUNN: Thank you.  
38 We'll go to comments from council members. Ms. Wilson.  
39 CINDY WILSON: Thank you, Mr.  
40 Chairman. It has to be said that we are such a highly  
41 desirable county, not only because of our logistics,  
42 but mostly because of our people here. But I do think  
43 we need to improve our standards on appearances. We  
44 haven't had this problem with other manufacturers or  
45 industrial spec warehouses until recently. So I'm  
46 hoping we can have some measures soon to improve the  
47 standards there.

48 And also, we get lots of phone calls every day  
49 regarding our roads, as well as the subdivision  
50 development issues. And I found out today it was

1 confirmed that Greenville County, for example, no  
2 longer accepts roads from subdivisions into their  
3 system. All new subdivisions have to build and  
4 maintain themselves. And it may be time that we have  
5 to consider this. Because obviously, we have more  
6 roads than we can possibly resurface even now. And so  
7 many potholes over a very wet winter have popped up and  
8 creating more problems. And sometimes the potholes  
9 indicate that there's a greater need to resurface a  
10 section of that road and maybe even rebuild the base.

11 So I'm going to request that we look into that.  
12 There are several things that we could probably do to  
13 help improve our standards here. And I hope that we  
14 can all sit down together and come up with some  
15 measures that will make our descendants in this county  
16 proud of us for doing something to keep things looking  
17 nice and being more functional for decades to come.  
18 Thank you.

19 TOMMY DUNN: Thank you, Mr.  
20 Wright.

21 JOHN WRIGHT: Thank you, Mr.  
22 Chairman. Just very briefly. I was not in town this  
23 weekend. But talked to a number of people that  
24 attended to Celebrate Anderson events this weekend out  
25 at the Civic Center. And I just appreciate Mr. Burns,  
26 his team, Ms. Cole, and just all the great work that  
27 they're doing out there. And we have people coming in  
28 Friday night. So another great week out at the Civic  
29 Center. Thank you.

30 CINDY WILSON: That was Pit  
31 Bull.

32 TOMMY DUNN: Councilman  
33 Elgin.

34 GREG ELGIN: Just want to  
35 say the same thing that he just stated. I do  
36 appreciate everything. I was there this weekend. It  
37 was a huge crowd. Mr. Burns and his staff and Ms. Cole  
38 and the whole Civic Center staff killed it this  
39 weekend. So look forward to what's coming up not only  
40 next weekend, but for time to come because we drew a  
41 really big crowd and it brought a bunch of people out  
42 totally, and to Anderson County as a whole.

43 And I know we've already said it, but just to be --  
44 be in prayer for the Tim Drawdy family. He's been a  
45 longtime firemen with the Flatrock-Bowen Fire  
46 Department in our district. And his daughter now works  
47 for the county. So if you would just keep them in your  
48 prayers through this time. Thank you.

49 TOMMY DUNN: Thank you.  
50 Councilman Glenn Davis.



1                   GLENN DAVIS:                   Thank you, Mr.  
2 Chairman. Ms. Miles is gone. But first of all, I'd  
3 like to apologize to her. I mean, that mailbox thing  
4 issue has been going on for like six months, but I need  
5 to resolve that.

6           As a native Andersonian, this past Sunday, I'm very  
7 proud. I've never seen so many people gather together  
8 in Anderson County before in my life. I don't know  
9 what the exact count was, but it had to be 15, 20,  
10 30,000 people. I mean, people were out there. Again,  
11 it was an excellent event. I thank Mr. Burns and his  
12 staff for the hard work that was put in for the event.  
13 And that's all I have. Thank you, Mr. Davis.

14           Mr. Sanders.

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

17                   TOMMY DUNN:                   Thank you.  
18 Appreciate everybody. Meeting be adjourned.

19  
20  
21

**(MEETING ADJOURNED AT 7:24 P.M.)**

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STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2023-038

COUNTY OF ANDERSON

)

AN ORDINANCE

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

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated as of \_\_\_\_\_, 2023 (the “*Inducement Agreement*”) with \_\_\_\_\_, a \_\_\_\_\_ (the “*Company*”) (which was known to the County at the time as “*Project Purple Haze*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new facility in the County for the manufacture of packaging products (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$68,000,000 in the County and the expected creation of approximately 215 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

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

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

**WHEREAS**, a portion of the Project will consist of improvements to real property (the “*Improvements*”) located on, or to be located on, land that has been identified as part of that certain Fee in Lieu of Tax and Special Source Credit Agreement, dated as of November 16, 2021 by and between the County and Anderson Land, LLC (the “*Existing FILOT Agreement*”);

**WHEREAS**, the County and the Company intend to perform such further acts, adopt such further proceedings, and execute such further documents, as may be reasonably necessary to cause the Improvements to be eligible for inclusion in the Fee Agreement (as such term is defined below), or for the Company to receive incentives, including, but not limited to, fees-in-lieu-of taxes and special source credits, with regard to the Improvements as though they were subject to the terms of the Fee Agreement;

**WHEREAS**, the County and the Company desire and anticipate that the Improvements will be a part of the Project and eligible for inclusion in the Fee Agreement, or will otherwise be subject to fees-in-lieu-of taxes and receive special source credits calculated on terms equal to those in the Fee Agreement;

**WHEREAS**, the County and the Company intend for the Improvements to be counted as Economic Development Property, as that term is defined in the Fee Agreement and the FILOT Act;

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

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

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

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

Section 1. Based on information supplied by the Company, it is hereby found,

determined and declared by the County Council, as follows:

- (a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;
- (b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;
- (c) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;
- (d) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and
- (e) The benefits of the Project are anticipated to be greater than the costs.

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

Section 3. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary (1) to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder, and (2) to cause the Improvements to be eligible for inclusion under the Fee Agreement, or for the Company to receive incentives, including, but not limited to, fees-in-lieu-of taxes and special source credits, with regard to the Improvements as though they were subject to the terms of the Fee Agreement.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

**ENACTED** in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ANDERSON COUNTY, SOUTH CAROLINA**

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

Attest:

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

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

Approved as to form:

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

First Reading: October 3, 2023

Second Reading: October 17, 2023

Third Reading: \_\_\_\_\_, 20\_\_\_\_

Public Hearing: \_\_\_\_\_, 20\_\_\_\_

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk of the County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, correct and verbatim copy of an ordinance, which received first reading on \_\_\_\_\_, 2023, second reading on \_\_\_\_\_, 2023, a third reading and public hearing, which was duly noticed, on \_\_\_\_\_, 2023, and was duly adopted by the County Council at its meeting held on \_\_\_\_\_, 2023, at which meetings a quorum of members of the County Council were at all times present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

**WITNESS MY HAND** this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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

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

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**PROJECT PURPLE HAZE**

---

Dated as of \_\_\_\_\_, 20\_\_

---

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

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

<b>Company Name:</b>	<b>TBD</b>	<b>Project Name:</b>	Project Purple Haze
<b>Projected Investment:</b>	\$68,000,000	<b>Projected Jobs:</b>	215
<b>Location (street):</b>	<b>TBD</b>	<b>Tax Map No.:</b>	<b>TBD</b>
<b>Attorney</b>	Christopher H. Kouri Andrew W. Saleeby	<b>Attorney Firm</b>	Maynard Nexsen PC
<b>1. FILOT</b>	Yes		
Required Investment:	\$2,500,000		
Investment Period:	5 + 5 years if the Contract Minimum Investment Requirement is met during Standard Investment Period	Ordinance No./Date:	
Assessment Ratio:	6% Fixed	Term (years):	30 + 10
Fixed Millage:	Yes; 317.59	Net Present Value (if yes, discount rate):	N/A
Clawback information:	Failure to achieve \$2,500,000 (or \$5,000,000 together with all Sponsor Affiliates) within the Standard Investment Period, Company must pay back difference between FILOT incentive and ad valorem tax plus interest		
<b>2. MCIP</b>			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson/Greenville Park (2010)		
<b>3. SSRC</b>	Yes		
Total Amount:	90% years 1-5; 85% years 6-10; 52% years 11-30		
No. of Years	30 Years – performance based Special Source Credits. Term starts once Company places first Phase of Project in service.		
Yearly Increments:	Yes – see above		
Clawback information:	If Company fails to achieve Contract Minimum Investment Requirement and Jobs Creation Target by end of Standard Investment Period, Special Source Credit is reduced to 35%		
<b>4. Other information</b>			

## FEE IN LIEU OF TAX AGREEMENT

**THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT** (the “*Fee Agreement*”) is made and entered into as of \_\_\_\_\_, 2023 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Anderson County Council (the “*County Council*”) as the governing body of the County, and **PROJECT PURPLE HAZE**, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (the “*Company*”).

### RECITALS

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

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

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a facility in the County for the manufacture of packaging and related products, and to serve as its North American headquarters.

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

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

6. By enactment of an Ordinance on \_\_\_\_\_, 2023, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes

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

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

# ARTICLE I

## DEFINITIONS

### Section 1.01    Definitions

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

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

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

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

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

***“Company”*** shall mean \_\_\_\_\_, a \_\_\_\_\_, its affiliates, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

***“Contract Minimum Investment Requirement”*** shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$68,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***“Investment Period”*** shall initially mean, and shall initially be equal to, the Standard Investment Period; provided, however, that if the Contract Minimum Investment Requirement is satisfied by the end of the Standard Investment Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or County Council, by five (5) years beyond the Standard Investment Period to end of the tenth (10<sup>th</sup>) anniversary of the Commencement Date, all in accordance with Section 12-44-30(13) of the FILOT Act. In the event the Commencement Date is December 31, 2024, as is presently anticipated, upon any such extension, the Investment Period will end on December 31, 2034.

***“Jobs Creation Target”*** shall mean, with respect to the Project, the creation of two hundred and fifteen (215) net new, full-time, jobs at the Project by the Company.

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

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

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

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

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

***“Project”*** shall mean the Land and all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(1), (2) and (3) of the FILOT Act.

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

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

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

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

***“SSC Term”*** shall mean a period of thirty (30) consecutive years during which the Company shall be entitled to receive, and the County agrees to provide, Special Source Credits in accordance with Section 4.02 hereof, beginning with the first year following the calendar year in which the first Phase of the Project is placed in service.

***“Standard Investment Period”*** shall mean the period beginning with the first day the Company purchases or acquires Economic Development Property to be placed in service at the Project, and ending five (5) years after the Commencement Date.

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

***“Termination Date”*** shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 40<sup>th</sup> year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 40 annual FILOT Payments under Article IV hereof with respect to each Phase of the Project, which Termination Date includes the ten (10) year extension authorized by Section 12-44-40(21) of the FILOT Act; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

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

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

## Section 1.02    Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through



federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT Payments by the Company.

[End of Article I]

## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

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

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 317.59 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2023, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

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

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

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

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

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

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

[End of Article II]

## ARTICLE III

### COMMENCEMENT AND COMPLETION OF THE PROJECT

#### Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliates, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately 215 new, full-time jobs (with benefits) within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2023.

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

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

#### Section 3.02 Diligent Completion

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

#### Section 3.03 Filings and Reports

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

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

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

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

[End of Article III]

## ARTICLE IV

### FILOT PAYMENTS

#### Section 4.01    FILOT Payments

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

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

**Step 2:** Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the assessed value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 40 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT Payments.

**Step 3:** Use a millage rate of 317.59 mills during the Exemption Period against the assessed value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

#### Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for SSC Term, calculated as follows: (1) 90% of each year's payments in lieu of taxes pursuant to the Fee Agreement for years 1 through 5 of the SSC Term; (2) 85% of each year's payments in lieu of taxes pursuant to the Fee Agreement for years 6 through 10 of the SSC Term; and (3) 52% of each year's payments in lieu of taxes pursuant to the Fee Agreement for years 11 through 30 of the SSC Term, all to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period).

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

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

(d) Notwithstanding the calculation of Special Source Credits in Section 4.02(a), should the Company fail to meet either the Contract Minimum Investment Requirement or Jobs Creation Target by the end of the Standard Investment Period, the eighty-five percent (85%) Special Source Credit otherwise provided for years 6 through 10 of the SSC Term, and the fifty-two percent (52%) Special Source Credit otherwise provided for years 11-30 of the SSC Term, shall be reduced to thirty-five percent (35%); provided, however, that if the Company meets the Contract Minimum Investment Requirement and Jobs Creation Target by year 7 of the SSC Term, the eighty-five percent (85%) Special Source Credit for years 6 through 10 of the SSC Term, and the fifty-two percent (52%) Special Source Credit for years 11-30 of the SSC Term, shall be reinstated, but the Company shall not be entitled to recoup any Special Source

Credits not received for the period during which it did not meet both the Contract Minimum Investment Requirement and the Jobs Creation Target.

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

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

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

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

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

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

#### Section 4.04 Removal of Equipment

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

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

#### Section 4.05     FILOT Payments on Replacement Property

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

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

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

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

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

[End of Article IV]



## **ARTICLE V**

### **PARTICULAR COVENANTS AND AGREEMENTS**

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

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

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

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

#### **Section 5.03    Confidentiality**

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

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

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

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

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

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

#### Section 5.06 Indemnification Covenants

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

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

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

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

#### Section 5.07 Qualification in State

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

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

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

#### Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County, which consent or subsequent ratification may be granted by the County in its sole discretion as evidenced by any one of the following: (1) a letter or other writing executed by an authorized county representative, (2) a resolution passed by the County Council, or (3) an ordinance passed by the County Council following three readings and a public hearing; (ii) except when a financing

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

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

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

#### Section 5.10 Administration Expenses

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

#### Section 5.11 Priority Lien Status

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

#### Section 5.12 Interest; Penalties

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

### Section 5.13    Sponsor Affiliates

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

[End of Article V]

## ARTICLE VI

### DEFAULT

#### Section 6.01 Events of Default

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

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

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

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

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

#### Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

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

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

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

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

#### Section 6.04 No Waiver

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

[End of Article VI]

**ARTICLE VII**  
**MISCELLANEOUS**

Section 7.01    Notices

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

If to the Company:

PROJECT PURPLE HAZE

Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

With a copy, which shall not constitute notice, to:

Maynard Nexsen PC  
Attn: Christopher H. Kouri  
227 W Trade Street, #1550  
Charlotte, North Carolina 28202

With a copy, which shall not constitute notice, to:

Maynard Nexsen PC  
Attn: Andrew W. Saleeby  
1230 Main Street, Suite 700 (29201)  
P.O. Box 2426  
Columbia, South Carolina 29202

If to the County:

Anderson County Administrator  
Attn: Rusty Burns  
Post Office Box 8002  
Anderson, South Carolina 29622

With a copy to:

Anderson County Attorney  
Attn: Leon C. Harmon  
Post Office Box 8002  
Anderson, South Carolina 29622



#### Section 7.02    Binding Effect

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

#### Section 7.03    Counterparts

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

#### Section 7.04    Governing Law

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

#### Section 7.05    Headings

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

#### Section 7.06    Amendments

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

#### Section 7.07    Further Assurance

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

#### Section 7.08    Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to

locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

#### Section 7.09 Termination by Company

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

#### Section 7.10 Entire Understanding

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

#### Section 7.11 Waiver

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

#### Section 7.12 Business Day

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

#### Section 7.13 Facsimile/Scanned Signatures

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

#### Section 7.14 Distribution of FILOT Payment Revenue by County

All FILOT Payment revenue received by the County for MCIP premises located in the County attributable to current MCIP property that is retained by the County after paying Greenville County its portion of such FILOT Payment revenue in accordance with the MCIP Agreement shall be distributed in accordance with Section 3 of Anderson County Ordinance 2010-026 and paragraph 7 of the MCIP

Agreement. All FILOT Payment revenue received by the County for MCIP premises located in the County and attributable to MCIP property added on and after November 16, 2020 shall be distributed, net of Special Source Credits provided by the County pursuant to Section 4-1-175 (“Net Park Fees”) as follows: First, 15% of Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County, and Third, remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old *ad valorem* property tax in any of the areas comprising the County’s portion of the MCIP in the same percentage as is equal to that taxing entity’s percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

[End of Article VII]

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

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

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

**ATTEST:**

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

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

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

**PROJECT PURPLE HAZE**

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

**[Insert legal description here]**

**EXHIBIT B**

**INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the “*Company*”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of \_\_\_\_\_, 2023 between Anderson County, South Carolina and the Company (the “*Agreement*”), as follows:

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

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

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

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

**PROJECT PURPLE HAZE**

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

**EXHIBIT C**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of \_\_\_\_\_, 2023 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

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

Personal Property Description

Investment Amount

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

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

**PROJECT PURPLE HAZE**

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



**ORDINANCE NO. 2023-039**

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

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

**WHEREAS,** pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated \_\_\_\_\_, 2023 (the “*Inducement Agreement*”) with [PROJECT CONNECTOR], a \_\_\_\_\_ (the “*Company*”) (which was known to the County at the time as “*Project Connector*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new distribution/manufacturing facility in the County (collectively, the “*Project*”); and

**WHEREAS,** the Company has represented that the Project will involve an investment of approximately \$4,500,000 in the County and the expected creation of twenty-eight (28) new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

**ENACTED** in meeting duly assembled this \_\_\_ day of \_\_\_\_\_, 2023.

**ANDERSON COUNTY, SOUTH CAROLINA**

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

Attest:

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

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

Approved as to form:

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

First Reading: \_\_\_\_\_, 2023  
Second Reading: \_\_\_\_\_, 2023  
Third Reading: \_\_\_\_\_, 2023  
Public Hearing: \_\_\_\_\_, 2023

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of \_\_\_\_\_, 2023, \_\_\_\_\_, 2023, and \_\_\_\_\_, 2023, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

\_\_\_\_\_  
Renee D. Watts, Clerk to County Council,  
Anderson County, South Carolina

Dated: \_\_\_\_\_, 2023

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

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**[PROJECT CONNECTOR]**

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Dated as of \_\_\_\_\_, 2023

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

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

<b>Company Name:</b>	<i>To be provided</i>	<b>Project Name:</b>	<b>Project Connector</b>
<b>Projected Investment:</b>	<b>\$5,230,000</b>	<b>Projected Jobs:</b>	<b>28</b>
<b>Location (street):</b>	<i>To be provided</i>	<b>Tax Map No.:</b>	<i>To be provided</i>
<b>1. FILOT</b>			
Required Investment:	\$4,500,000	Required Jobs:	28
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	312.28 mills	Net Present Value (if yes, discount rate):	
Clawback information:			
<b>2. MCIP</b>			
Included in an MCIP:	Anderson/Greenville Park (2010)		
If yes, Name & Date:			
<b>3. SSC</b>			
Total Amount:			
No. of Years	10 years		
Yearly Increments:	40% years 1-5; 25% years 6-10		
Clawback information:	If the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement either or both are not made during the Standard Investment Period, the SSC is reduced to 20% for years 6-10; if the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement are both made by the 7 <sup>th</sup> year, the SSC will return to 25% for years 8-10.		
<b>4. Other information</b>			



## FEE IN LIEU OF TAX AGREEMENT

**THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT** (the “*Fee Agreement*”) is made and entered into as of \_\_\_\_\_, 2023 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Anderson County Council (the “*County Council*”) as the governing body of the County, and [PROJECT CONNECTOR], a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (the “*Company*”).

### RECITALS

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

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

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a facility in the County for the manufacture of custom automation equipment and related products.

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

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

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

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

## ARTICLE I

### DEFINITIONS

#### Section 1.01    Definitions

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

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

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

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

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

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

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

***“Contract Minimum Investment Requirement”*** shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$4,500,000.00 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

***Contract Minimum Jobs Creation Requirement*** shall mean, with respect to the Project, twenty-eight (28) new full-time jobs (with benefits) with expected average wages of \$19.38 per hour.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Section 1.02    Project-Related Investments

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

[End of Article I]

## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

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

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 312.28 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2023, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

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

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

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

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

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

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

[End of Article II]

## ARTICLE III

### COMMENCEMENT AND COMPLETION OF THE PROJECT

#### Section 3.01    The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) meet the Contract Minimum Jobs Creation Requirement, all within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2024.

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

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

#### Section 3.02    Diligent Completion

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

#### Section 3.03    Filings and Reports

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

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

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.



[End of Article III]

## ARTICLE IV

### FILOT PAYMENTS

#### Section 4.01    FILOT Payments

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

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

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

**Step 3:** Use a millage rate of 312.28 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

#### Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of ten (10) consecutive years in an amount equal to forty percent (40%) for years 1 through 5 and twenty-five percent (25%) for years 6 through 10 of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

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

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

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

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

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

#### Section 4.03 Failure to Achieve Minimum Investment and Jobs Creation Requirement

(a) Should the Contract Minimum Investment Requirement or the Contract Minimum Jobs Creation Requirement not be met by the Company by the end of the Standard Investment Period, any subsequent Special Source Credits shall be reduced to twenty percent (20%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement; except, however, if the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement are both met by the end of the seventh (7<sup>th</sup>) tax year following the Commencement Date, then the Special Source Credits going forward shall return to twenty-five percent (25%) for years 8 through 10. Any portion of Special Source Credits lost because of a failure to meet the Contract Minimum Investment Requirement or the Contract Minimum Jobs Creation Requirement by the end of the Standard Investment Period shall not be recoverable by the Company or its Sponsor Affiliates.

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

#### Section 4.04 Removal of Equipment

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

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

#### Section 4.05     FILOT Payments on Replacement Property

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

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

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

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

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

[End of Article IV]

## ARTICLE V

### PARTICULAR COVENANTS AND AGREEMENTS

#### Section 5.01 Cessation of Operations

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

#### Section 5.02 Rights to Inspect

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

#### Section 5.03 Confidentiality

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

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

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

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

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

#### Section 5.06    Indemnification Covenants

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

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the

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

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

#### Section 5.07 Qualification in State

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

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

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

#### Section 5.09 Assignment, Leases or Transfers

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



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

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

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

#### Section 5.10 Administration Expenses

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

#### Section 5.11 Priority Lien Status

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

#### Section 5.12 Interest; Penalties

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

#### Section 5.13 Sponsor Affiliates

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

[End of Article V]

## ARTICLE VI

### DEFAULT

#### Section 6.01 Events of Default

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

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

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

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

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

#### Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

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

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

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

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

#### Section 6.04 No Waiver

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

[End of Article VI]

**ARTICLE VII**  
**MISCELLANEOUS**

Section 7.01    Notices

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

If to the Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

Maynard Nexsen PC  
Attn: James K. Price  
104 South Main Street, Suite 900  
Greenville, South Carolina 29601

If to the County:

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

With a copy to:

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

Section 7.02    Binding Effect

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

### Section 7.03    Counterparts

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

### Section 7.04    Governing Law

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

### Section 7.05    Headings

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

### Section 7.06    Amendments

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

### Section 7.07    Further Assurance

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

### Section 7.08    Invalidity; Change in Laws

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

### Section 7.09    Termination by Company

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

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

Section 7.10    Entire Understanding

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

Section 7.11    Waiver

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

Section 7.12    Business Day

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

Section 7.13    Facsimile/Scanned Signatures

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

[End of Article VII]

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

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

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

ATTEST:

\_\_\_\_\_  
Renee D. Watts, Clerk to County Council,  
Anderson County, South Carolina

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



**[PROJECT CONNECTOR]**

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

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

**[Insert legal description here]**

**EXHIBIT B**

**INVESTMENT AND JOBS CREATION CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of \_\_\_\_\_, 2023 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

(3) The number of new, full-time jobs created at the Project since \_\_\_\_\_, 20\_\_ (the beginning date of the Investment Period) is \_\_\_\_\_ persons and their average wage exceeds \$19.38 per hour. The total number of employees of the Company at the Project as of December 31, 20\_\_ is \_\_\_\_\_.

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

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

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

**EXHIBIT C**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of \_\_\_\_\_, 2023 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

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

Personal Property Description

Investment Amount

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

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

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

## ORDINANCE NO. 2023-040

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU-OF-TAX AND INCENTIVE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND WC FIBER, LLC, ACTING FOR ITSELF, ONE OR MORE SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, LESSORS OR OTHER PROJECT SPONSORS, PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN SPECIAL SOURCE REVENUE CREDITS WITH RESPECT TO CERTAIN FACILITIES IN THE COUNTY; AND OTHER MATTERS RELATING THERETO.**

**NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ANDERSON COUNTY, AS FOLLOWS:**

**Section 1 Findings.** The County Council of Anderson County (the “*County Council*”), the governing body of Anderson County, South Carolina (the “*County*”), makes the following findings of fact in connection with the enactment of this ordinance (this “*Ordinance*”):

(a) The County Council is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “*Code*”), particularly Title 12, Chapter 44 of the Code (the “*Fee Act*”) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; and (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“*FILOT*”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Fee Act, with respect to a project.

(b) WC Fiber, LLC, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, Sponsor Affiliates (as defined in the Fee Act), lessors, and others (collectively, the “*Company*”) proposes to acquire, lease, construct, purchase, or install certain machinery, equipment, and other personal property in order to extend broadband infrastructure within the County that will serve the County and its citizens (the “*Project*”).

(c) Based on information provided to the County by the Company, the County Council has determined that the Project would subserve the purposes of the Fee Act, qualifies as a “project” S.C. Code Ann. § 4-29-10(3)(d) that falls within the purposes set forth in S.C. Code Ann. § 4-29-68(A)(2)(i) as required by S.C. Code Ann. § 12-44-70, and has made certain findings pertaining thereto in accordance with the Fee Act.

(d) In accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the County Council adopted a Resolution on \_\_\_\_\_, 2023, whereby the County agreed to provide the benefits of a negotiated fee in lieu of *ad valorem* tax and special source revenue credit with respect to the Project; and

(c) The County and the Company have agreed to the specific terms and conditions of such arrangements in a Fee-in-Lieu-of-Tax and Incentive Agreement (the “*Fee Agreement*”) by and between the County and the Company with respect to the Project, the form of which is attached

hereto as **Exhibit A**. It appears that the Agreements now before this meeting are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended.

**Section 2 Statutory Recitations.** As contemplated by Sections 12-44-40(I) and 12-44-70 of the Fee Act, based on information provided to the County by the Company with respect to the Project, the County makes the following findings and determinations:

(a) The Project will constitute a “project” within the meaning of the Fee Act and a “project” per S.C. Code Ann. § 4-29-10(3)(d) that falls within the purposes set forth in S.C. Code Ann. § 4-29-68(A)(2)(i) as required by S.C. Code Ann. § 12-44-70; and

(b) The Project, and the County’s actions herein, will subserve the purposes of the Fee Act; and

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

(d) The Project gives rise to no pecuniary liability or charge against the general credit or taxing power of the County or any incorporated municipality; and

(e) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(f) The benefits of the Project are greater than the costs.

**Section 3 Negotiated Payment in Lieu of Taxes.**

(a) The County hereby agrees to enter into the Fee Agreement. The Fee Agreement shall be in the form of a Fee Agreement, pursuant to the Fee Act, whereby the Company will acquire, construct, or install the Project within the County within certain prescribed time periods and the County will agree to accept certain negotiated FILOT payments with respect to the Project (“*Negotiated Payments-in-Lieu-of-Taxes*”) and grant certain special source revenue credits, as set forth in Section 2 hereof and in accordance with the terms of the Fee Agreement.

(b) The Negotiated Payments-in-Lieu-of-Taxes shall be determined using: (1) an assessment ratio of 6%, (2) the June 30, 2023 millage rate with respect to each component of the Project, based upon the location of such Project component and the millage rate applicable thereto, pursuant to Section 12-44-50(A)(1)(d) of the Fee Act, as set forth in greater detail in the Fee Agreement, which millage rate shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Fee Act for the full term of the Negotiated Payments-in-Lieu-of-Taxes; (3) the fair market value of the Project, as determined in accordance with Section 12-44-50(A)(1)(c) of the Fee Act; and (4) and such other terms and conditions as will be specified in the Fee Agreement.

(c) The Negotiated Payments-in-Lieu-of-Taxes shall be calculated as provided in this Section 3 for all Economic Development Property placed in service during the Investment Period. For each annual increment of investment in Economic Development Property, the annual Negotiated Payments-in-Lieu-of-Taxes shall be payable for a payment period of twenty (30) years. Accordingly, if such Economic Development Property is placed in service during more than one

year, each year's investment during the Investment Period shall be subject to the Negotiated Payments-in-Lieu-of-Taxes for a payment period of twenty (30) years.

(d) The total special source revenue credit shall be an amount equal to twenty percent (20%) of that portion of Personal Property Fee Payments (as defined in the Fee Agreement) payable by the Company with respect to the Project for five (5) tax years after the effective date of the Fee Agreement.

**Section 4 Fee Agreement.** The form, provisions, terms, and conditions of the Fee Agreement, as attached at **Exhibit A** hereto, are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of the County Council is hereby authorized, empowered, and directed to execute the Fee Agreement in the name and on behalf of the County; the Clerk to the County Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the County Council is further authorized, empowered, and directed to deliver the Fee Agreement to the Company. The Fee Agreement is to be in substantially the form attached hereto and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Fee Agreement attached hereto.

**Section 5 Further Acts.** The Chairman of the County Council, the County Administrator, and the Clerk to the County Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Fee Agreement, including the execution and delivery of certificates and documents as they deem necessary, upon advice of counsel, to accomplish the foregoing.

**Section 6 Severability.** The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

**Section 7 General Repealer; Effective Date.** All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.

[Remainder of Page Left Blank]

Enacted and approved, in meeting duly assembled, this \_\_\_\_ day of \_\_\_\_\_,  
2023.

ANDERSON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
The Honorable Tommy Dunn  
Chairman, County Council

[SEAL]

Attest:

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

Attest:

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

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

APPROVED AS TO FORM:

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



**EXHIBIT A**  
**DRAFT OF FEE AGREEMENT**

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**FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

**By and between**

**ANDERSON COUNTY, SOUTH CAROLINA**

**and**

**WC FIBER, LLC**

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**Dated \_\_\_\_\_, 2023**

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### **EXHIBIT D FORM OF INFRASTRUCTURE INVESTMENT CERTIFICATION**

## FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

This **FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT** (“*Fee Agreement*”) is made and entered into as of \_\_\_\_\_, 2023 (“*Effective Date*”), by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “*County Council*”) as governing body of the County, and **WC FIBER, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina, along with its affiliated or related entities, and assigns, as Sponsor (collectively, “*Company*”) and any other entity that may join as a Sponsor Affiliate as the term is defined in this Fee Agreement (hereinafter, the County, the Company, and any Sponsor Affiliate are referred to individually as a “*Party*” and, collectively, as “*Parties*”).

### RECITALS:

**WHEREAS**, to induce companies to locate in the State of South Carolina (the “*State*”) and to encourage companies now located in the State to expand their investments and thus make use of and employ workers and other resources of the State, the County is authorized by the Code of Laws of South Carolina 1976, as amended (the “*Code*”) and particularly Title 12, Chapter 44 of the Code (the “*Fee Act*”), to enter into a fee agreement with companies meeting the requirements of the Fee Act which identifies certain property of the Company as Economic Development Property (as defined herein) and provides for the payment of negotiated payments-in-lieu-of-taxes with respect to such property; and

**WHEREAS**, pursuant to the Fee Act, the County finds that (a) it is anticipated that the Project (as defined herein) will benefit the general public welfare of the County by providing services and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any 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 to the public are greater than the costs to the public; and

**WHEREAS**, the County further finds that the Project, which will be used to provide retail fiber-based broadband service to the citizens of the County, is a “project” as that term is defined in S.C. Code Ann. § 4-29-10(3)(d) that falls within the purposes set forth in S.C. Code Ann. § 4-29-68(A)(2)(i) as required by S.C. Code Ann. § 12-44-70; and

**WHEREAS**, in order to induce the Company to make, or cause to be made, new or additional investment through the development or expansion of its facilities located in the County, the County has agreed to enter into a fee agreement and to provide other incentives under the Fee Act with the Company whereby the County would, under certain circumstances, accept certain negotiated payments-in-lieu-of-taxes with respect to the Project and receive certain special source revenue credits based on the amount of the investment made; and

**WHEREAS**, pursuant to a Resolution adopted \_\_\_\_\_, 2023, the County Council identified the Project, as required under the Fee Act, and pursuant an Ordinance enacted on \_\_\_\_\_, 2023 (the “**Ordinance**”), the County Council, authorized the County to enter into this Fee Agreement with the Company, which, establishes, among other things, a negotiated payment-in-lieu-of-taxes arrangement and special source revenue credit and identifies the property comprising the Project as Economic Development Property, subject to the terms and conditions hereof and the provisions of the Fee Act, all as set forth in greater detail herein.

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

## **ARTICLE I**

### **RECAPITULATION AND DEFINITIONS**

**SECTION 1.1. *Statutorily Required Recapitulation.*** Pursuant to Section 12-44-55(B) of the Fee Act, the Parties agree to waive a portion of the recapitulation requirements of Section 12-44-55 of the Fee Act. If the Company should be required to retroactively comply with all of the recapitulation requirements of Section 12-44-55 of the Fee Act, then the County agrees to waive any and all penalties and fees of the County for the Company’s noncompliance. The recapitulations required by Section 12-44-55(A) of the Fee Act are as follows:

1. Legal name of each party to the Agreement: Anderson County, South Carolina and WC Fiber, LLC
2. County and street address of the project and property subject to the Agreement:  
  
County: Anderson County  
Address: WC Fiber, LLC  
229 Highway 28 Bypass  
Abbeville, SC 29620
3. Length and term of the Agreement: Not to exceed 30 years
4. The assessment ratio applicable for each year of the Agreement: 6%
5. The millage rate applicable for each year of the Agreement: See **Exhibit A** for millage rates in each taxing district within the County where Economic Development Property may be acquired, constructed, or installed.
6. Minimum investment agreed upon: \$10,000,000

7. Schedule showing the amount of the fee and its calculation for each year of the agreement:  
This provision has been waived.
8. Schedule showing the amount to be distributed annually to each of the affected taxing entities: This provision has been waived.
9. Statements answering the following questions:
  - a. Is the project located in a multi-county park? No
  - b. Is disposal of property subject to the fee allowed? Yes
  - c. Will special source revenue bonds be issued or credits for infrastructure investment be allowed in connection with this project? Yes
  - d. Will payment amounts be modified using a net present value calculation? No
  - e. Do replacement property provisions apply? Yes
10. Any other feature or aspect of the agreement which may affect the calculations of items (7) and (8): This provision is waived.
11. Description of the effect upon the schedules required by items (7) and (8) of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8): This provision is waived.
12. Which party or parties to the Agreement are responsible for updating any information contained in the summary document? This provision is waived.

**SECTION 1.2. Rules of Construction; Use of Defined Terms.** Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document or agreement shall include any amendments, supplements, addenda, and modifications to that document, unless the context clearly indicates otherwise.

From time to time, reference is made herein to the term taxes or *ad valorem taxes*. All or portions of the Project subject to this Fee Agreement and, as such, are or may be exempt from *ad valorem* taxation under and by virtue of the provisions of the Fee Act. With respect to the Project, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the Fee Act.

### **SECTION 1.3. Definitions.**

“Act” means, collectively, Title 12 Chapter 44 of the Code (the “*Fee Act*”).



**“Administration Expenses”** mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including attorneys’ fees at the hourly rates which are standard for legal services to the County but excluding any expenses incurred by the County in defending suits brought by any Company under Section 10.2 hereof; provided, however, that no such expense shall be considered an Administration Expense unless the County shall have furnished to the Company an itemized statement of all expenses incurred; and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

**“Affiliate”** means any corporation, limited liability company, partnership or other Person or entity which owns all or part of the Company or in which the Company has and maintains a minimum 51% equity interest, and any subsidiary, affiliate or other Person, individual, or entity, who bears a relationship to the Company as described in Section 267(b) of the Internal Revenue Code.

**“Applicable Governmental Body”** means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

**“Chair”** means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

**“Clerk”** means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

**“Code”** means Code of Laws of South Carolina 1976, as in effect on the date hereof and as the same may be amended from time to time.

**“Commencement Date”** means the last day of the property tax year during which Project property, consisting of Economic Development Property, is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the Parties have entered into this Agreement. The parties presently anticipate that the Commencement Date may be, but shall not be required to be, December 31, 2023.

**“Company”** means WC Fiber, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, and its affiliated or related entities, successors and assigns.

**“Contractual Minimum Requirement”** means an investment by the Company and, as applicable, any Sponsor Affiliate(s) in the Project of at least \$10,000,000 (without regard to depreciation, reassessment, or other diminution in value), which investment must be made by no later than December 31, 2028.

**“Cost of the Infrastructure”** shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other

expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of Insurance of all kinds that may be required or necessary during the course of construction and Installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; I all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

**“County”** means Anderson County, South Carolina, and its successors and assigns.

**“County Administrator”** means the County Administrator for the County (or the person or persons authorized to perform the duties thereof in the absence of the County Administrator).

**“County Council”** means the County Council of the County.

**“Documents”** mean the Ordinance and this Fee Agreement.

**“DOR”** means the South Carolina Department of Revenue and any successor thereto.

**“Economic Development Property”** means all property qualifying as economic development property (as defined by the Fee Act), including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40I of the Fee Act, together with all Replacement Property.

**“Event of Default”** means any Event of Default specified in Section 10.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee Agreement, dated as of the date first written above, by and between the County and the Company.

**“Fee Term”** means the duration of the Negotiated Payments-in-Lieu-of-Taxes arrangement with respect to each Stage of the Project as specified in Section 5.3 hereof.

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

**“Investment Period”** means the period beginning with the first day that Economic Development Property for the Project is purchased or acquired and ending on the last day of the fifth property tax-year following the Commencement Date, subject to any further extension of such period as provided in Section 3.2(b) hereof. By way of example, in the event that Economic

Development Property comprising a portion of the Project is placed in service prior to December 31, 2023, the Investment Period shall end on December 31, 2028.

**“Negotiated Payments-in-Lieu-of-Taxes”** means the payments to be made pursuant to Section 5.1 of this Fee Agreement with respect to that portion of the Project consisting of Economic Development Property.

**“Ordinance”** means the Ordinance adopted by the County on \_\_\_\_\_, 2023, authorizing this Fee Agreement.

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

**“Personal Property Fee Payments”** shall mean the payments in lieu of taxes for Infrastructure appropriately qualifying as personal property made by the Company with respect to the Project pursuant to the Act or Chapter 29 or Title 4 of the South Carolina Code of Laws, as amended, or any successor provisions thereto.

**“Personal Property Special Source Revenue Credits”** shall mean the credits to the Personal Property Fee Payments in respect of the Company’s investment in Cost of the Infrastructure set forth in Section 7.4 hereof.

**“Project”** means: (i) the broadband infrastructure, as described more specifically in **Exhibit B** hereto, qualifying as Economic Development Property and (ii) any Replacement Property, all as measured in accordance with the provisions of Section 4.1 hereof.

**“Replacement Property”** means any property placed in service as a replacement for any Economic Development Property regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Economic Development Property.

**“SSRC Investment Target”** shall have the same meaning as “Contractual Minimum Requirement” to be achieved by the Company and any Sponsor Affiliate in non-exempt investment by the SSRC Target Date.

**“Sponsor Affiliate”** means an entity or affiliate that joins with or is an affiliate of the Company, whose investment with respect to the Project shall be considered part of the Contractual Minimum Requirement and qualify for Negotiated Fee-in-Lieu Payments and other benefits pursuant to Section 5.1 hereof and Sections 12-44-30 and 12-44-130 of the Fee Act.

**“SSRC Period”** shall mean the five (5) year period beginning the year following the first year which any portion of the Project is first placed in service and running through the fifth (5th) year after the first year which any portion of the Project is first placed in service.

“**SSRC Target Date**” shall mean the date that is five (5) years after the Effective Date of this Agreement.

“**Stage**” in respect of the Project, means each annual increment of Project property, if any, placed in service during each year of the Investment Period.

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

“**Statutory Minimum Requirement**” means investment in the Project of at least \$2,500,000 (without regarding to depreciation, reassessment, or other diminution in value) within the Investment Period, in accordance with Section 12-44-30(14) of the Fee Act.

**SECTION 1.4. *Internal References.*** Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document. References herein to Title, Chapters or Sections, except the references to Sections of this Fee Agreement or where the intent clearly requires otherwise, refer to Sections of the Code. The words “hereof”, “herein”, “hereunder”, and other words of similar impact refer to this Fee Agreement as a whole.

## ARTICLE II

### **LIMITATION OF LIABILITY; EXEMPTION FROM *AD VALOREM* TAXES**

**SECTION 2.1. *Limitation of Liability.*** Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

**SECTION 2.2. *Exemption from Ad Valorem Taxes.*** The County and the Company acknowledge that pursuant to the Act, upon execution of this Fee Agreement, no part of the Project will be subject to *ad valorem* property taxation in the State, and that this factor, among others, is the basis upon which the Company has entered into this Fee Agreement.

## ARTICLE III

### **REPRESENTATIONS, WARRANTIES AND COVENANTS**

**SECTION 3.1. *Representations and Warranties of the County.*** The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the validity or enforceability of the Documents, the County's obligations hereunder, or the consummation of the transactions described in the Documents.

(d) Neither the existence of the County nor the rights of any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County, State and all other Applicable Governmental Bodies in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) The Project constitutes a "project" within the meaning of the Act and S.C. Code Ann. § 4-29-10.

(g) By due corporate action, the County has agreed that, subject to compliance with applicable provisions of the Fee Act, each item of real and personal property comprising the Project shall be considered Economic Development Property.

(h) The Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

**SECTION 3.2. *Covenants by the County.*** The County covenants with the Company as follows:

(a) The County agrees to do all things deemed reasonably necessary as requested by the Company in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) To the extent permitted by law, the Company may request of the County, and the County may approve in its sole discretion, an extension of the Investment Period in accordance with and up to the limits permitted under Section 12-44-30(13) of the Fee Act. The grant of any such extension by the County may be approved by a resolution of County Council. Upon the granting of any such extension the County agrees to, at the Company's expense, cooperate with the Company in assisting the Company to file with the DOR a copy of such extension within thirty days of the date of execution thereof by the County. Notwithstanding the foregoing, to the extent permitted by law, the County agrees to extend the Investment Period for an additional five (5) years if Company demonstrates that it has satisfied the Contractual Minimum Requirement within the initial five (5) years of the Investment Period.

**SECTION 3.3. *Representations and Warranties of the Company.*** The Company makes the following representations and warranties to the County:

(a) The Company is a limited liability company organized and existing under the laws of the State of South Carolina authorized to transact business in the State. The Company has full power to execute the Documents to which it is a party and to fulfill its obligations described in such Documents and, by proper action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in such Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein an unfavorable decision, ruling or finding would adversely and materially affect the consummation of the transactions described in the Documents to which the Company is a party.

(d) All consents, authorizations and approvals required on the part of the Company in connection with the execution, delivery, and performance by the Company of Documents to which the Company is a party and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

(e) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

## ARTICLE IV

### COMMENCEMENT AND COMPLETION OF THE PROJECT

**SECTION 4.1. *The Project.*** The Company and, as applicable, any Sponsor Affiliate(s), has acquired, constructed and/or installed or made plans for the acquisition, lease, construction and/or installation of certain broadband infrastructure and other personal property which comprise the Project and is anticipated to expand access to broadband service within the County. The parties agree that Project property shall consist of such property and any additional personal property as may be identified by the Company, its Affiliates, or other third parties that have entered into any financing, lease, license or other access arrangement with the Company or any of its Affiliates with respect to Project property, in connection with annual filings with the DOR of Form PT-300, or comparable property tax or fee in lieu of tax forms, including any schedules thereto (as such filings may be amended or supplemented from time to time), for each year within the Investment Period and, with respect to Replacement Property, for each year thereafter during the term of this Fee Agreement.

Pursuant to the Fee Act, the Company and the County hereby agree that to the extent that the property comprising the Project is Economic Development Property, it will remain Economic Development Property so long as such property meets the requirements of the Fee Act.

Notwithstanding any other provision of this Fee Agreement, the Company may place property into service, without any limit as the amount thereof, at any time under this Fee Agreement, but such property may only qualify as Economic Development Property if it is placed in service during the Investment Period, including any additional extension period, or is Replacement Property.

All investment in the Project by the Company, by any of its Affiliates, and by any third party to the extent that the Company or any of its Affiliates utilizes the property funded by such third party pursuant to any financing, lease, license, or other access arrangement shall, to the extent permitted by law, count toward any investment requirement or threshold, and the timeframe during which such investment must be made, specified in this Fee Agreement including, without limitation, the Contractual Minimum Requirement and the Statutory Minimum Requirement. Any Sponsor Affiliate shall hereby be entitled, to the extent permitted by the Fee Act, to all rights and benefits set forth in this Fee Agreement including, without limitation, the Negotiated Payments-in-Lieu-of-Taxes arrangement specified in Section 5.1 hereof and shall be bound by all of the terms and provisions of this Fee Agreement related thereto, except as provided otherwise in any separate written agreement, all with respect to each such entity's portion of the Project. The Company shall notify DOR in writing of all such entities to benefit from the Negotiated Payments-in-Lieu-of-Taxes arrangement in accordance with Section 12-44-130(B) of the Fee Act. Any other entity to

whom the Company intends to extend the benefits of the Negotiated Payments-in-Lieu-of-Taxes arrangement may, at the request of the Company, be approved by a resolution passed by the County Council, in its sole discretion.

**SECTION 4.2. *Diligent Completion.*** The Company agrees to use its commercially reasonable efforts to cause the acquisition, construction and installation of the Project to be completed within the Investment Period; however, notwithstanding anything contained in this Fee Agreement to the contrary, the Company shall not be obligated to complete, or cause the completion of, the acquisition, construction, and installation of the Project and may terminate this Fee Agreement with respect to all or a portion of the Project as set forth in Article X herein.

**SECTION 4.3. *Modifications to Project.*** The Company may make, or cause to be made, from time to time any additions, modifications to the Project that it may deem desirable for its business purposes.

**SECTION 4.4. *Payment of Administration Expenses.*** The Company shall reimburse, or cause to be reimbursed, the County, from time to time, for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the implementation of this Agreement's terms and provisions, with respect to the Company, promptly upon written request therefor, but in no event later than sixty days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized hereby, and aside from the attorneys' fees set forth below, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions contemplated hereunder. The parties understand that legal counsel to the County has estimated its fees and other expenses for the drafting of the Inducement Resolution and this Agreement and all resolutions, ordinances and other documentation related thereto at \$5,000. The Company shall pay such amount to the County within 30 days of the execution of this Fee Agreement.

**SECTION 4.5. *Reports, Filings.*** In accordance with Section 12-44-90 of the Fee Act, the Company shall cause a copy of this Fee Agreement, as well as a copy of the completed DOR Form PT-443, to be filed with the County Auditor, the County Assessor, the County Treasurer and DOR within thirty days after the date of execution and delivery hereof and shall also cause a copy of this Fee Agreement to be filed with the County Auditor and the County Assessor of Greenville County, South Carolina. In addition, the Company shall provide the County Auditor, the County Assessor, and the County Treasurer with a copy of all annual filings made by the Company to DOR pursuant to this Fee Agreement and the Fee Act.

**SECTION 4.6. *Addition of Sponsor Affiliates.*** Upon request of and at the expense of the Company, the Company may approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Fee Agreement and which agrees to be bound by the provisions hereof to be further evidenced by such future Sponsor Affiliate entering into a joinder agreement in the form attached to this Fee Agreement as **Exhibit C**. The County specifically approves the addition of any Affiliate of Company, Blue Ridge Electric Cooperative, Inc. ("**BREC**"), or any



Affiliate of BREC, as a Sponsor Affiliate to this Fee Agreement upon BREC entering into a Joinder Agreement as provided by this Section 4.6.

## ARTICLE V

### NEGOTIATED PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF NEGOTIATED PAYMENTS-IN-LIEU-OF-TAXES

**SECTION 5.1. *Negotiated Payments-in-Lieu-of-Taxes.*** The parties acknowledge that under Article X, Section 3 of the Constitution of the State, the Project is exempt from *ad valorem* property taxes. However, the Company shall be required to make, or cause to be made, Negotiated Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Fee Act, and unless this Fee Agreement is sooner terminated, the Company shall make, or cause to be made, annual Negotiated Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Fee Act. Such amounts shall be calculated and payable as follows:

(a) Subject to the provisions of Section 5.4, the County has agreed to accept, and the Company has agreed to make, or cause to be made, annual Negotiated Payments-in-Lieu-of- Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect and to such property, if it were taxable, but using (i) an assessment ratio of 6%; (ii) the millage rates in effect on June 30, 2023 applicable to the various components of the Project, based upon the location thereof within the County and the total millage rates levied therein, as set forth in **Exhibit A** hereof; and (iii) the fair market value of such property which shall be determined in accordance with Section 12-44-50(A)(1)(c) of the Fee Act as follows:

(i) for real property if such real property is constructed for the fee or is purchased in an arm's length transaction, by utilizing the original income tax basis for South Carolina income tax purposes without regard to depreciation, reassessment, or other diminution in value, which value shall remain fixed for the Fee Term; and

(ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation, reassessment, or other diminution in value, allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Negotiated Payments-in-Lieu-of-Taxes shall be made on the basis that the Project property, if it were otherwise subject to *ad valorem* property taxes, would be allowed all applicable exemptions from those taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(c) The Company shall make, or cause to be made, Negotiated Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the property tax year following the year Project property consisting of Economic Development Property is first placed in service. The

Negotiated Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any Economic Development Property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, for a period not exceeding the Fee Term as provided for in Section 5.3 herein. Pursuant to and subject to the Fee Act: (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (ii) Replacement Property shall be deemed to replace the oldest property subject to the fee which is disposed of in the same property tax year that the Replacement Property is placed in service; (iii) more than one piece of Replacement Property can replace a single piece of property; (iv) Replacement Property does not have to serve the same function as the Project property it is replacing; (v) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Project property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for Economic Development Property were not allowed; and (vi) Replacement Property is entitled to Negotiated Payments-in-Lieu-of-Taxes pursuant to this Section 5.1 hereof for the remaining portion of the Fee Term hereof applicable to the property which it is replacing.

## **SECTION 5.2. *Disposal of Property; Replacement Property.***

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 5.4 hereof with regard to the maintenance of certain investment levels, and this Section 5.2 with respect to Replacement Property, the Negotiated Payments-in-Lieu-of-Taxes required by Section 5.1 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.2(a) hereof. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced.

**SECTION 5.3. *Fee Term.*** The applicable term of this Fee Agreement shall be measured for each Stage beginning from the last day of the property tax year in which such Stage of the Project is placed in service through the last day of the property tax year which is the twenty-ninth

year following such year; provided, that the maximum term of this Fee Agreement shall not be more than thirty (30) years from the end of the last year of the Investment Period. This Fee Agreement shall terminate, as to the Negotiated Payments-in-Lieu-of-Taxes arrangement, with respect to the Project or any Stage or part thereof, upon the earlier to occur of (a) payment of the final installment of Negotiated Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

#### **SECTION 5.4. *Failure to Achieve or Maintain Investment Requirements.***

(a) In the event that the Contractual Minimum Requirement is not satisfied, as to both the amount invested by the Company and the timeframe in which such investment must be made, then the Negotiated Payments-in-Lieu-of-Taxes shall revert retroactively to *ad valorem* property taxation and the County shall terminate this Fee Agreement. In the event that the County terminates this Fee Agreement pursuant to the provisions of this Section 5.4, by no later than the date that is ninety (90) days after the termination date, the Company shall make, or cause to be made, payments to the County in an amount equal to the difference between the Negotiated Payments-in-Lieu-of-Taxes theretofore made and the amount of *ad valorem* property taxes which would otherwise have been due, subject to Section 5.4(c) hereof, provided, however, that notwithstanding the foregoing provisions of this Section 5.4(a), as long as the Statutory Minimum Requirement is nevertheless satisfied by December 31, 2028, upon request of the Company, the County may by resolution of County Council, in its sole discretion, elect to waive any or all of the differential payment to the County otherwise required by this Section 5.4(a).

(b) In the event that the Company is required to make, or to cause to be made, any differential payment to the County or is no longer eligible for Negotiated Payments-in-Lieu-of-Taxes, pursuant to paragraphs (a) of this Section, in calculating any such differential payment or prospective *ad valorem* property tax due from the Company, the Company shall be entitled: (1) to enjoy any other property tax exemption that would have been available to the Company with respect to the Project had the Company and the County not entered into this Fee Agreement; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company were obligated to pay *ad valorem* property taxes hereunder or under the Fee Act.

(c) Notwithstanding anything herein to the contrary, including without limitation the provisions of Section 10.2 hereof, the remedies stated in this Section 5.4 hereof shall be the County's sole remedies for failure to meet any required investment level hereunder or under the Fee Act.

#### **SECTION 5.5. *[Reserved]***

**SECTION 5.6. *Leased Equipment.*** To the extent that applicable law allows or is revised or construed to allow the benefits of the Fee Act, in the form of Negotiated Fee-in-Lieu of Tax Payments as described in Section 5.1 hereof, to be applicable to personal property to be installed at the Project and leased to but not purchased by the Company or, as applicable, any Sponsor Affiliate, from at least one third party, under any form of lease, then that personal property, at the Company's or Sponsor Affiliate's sole election, will become subject to Negotiated Fee-in-Lieu of Tax Payments to the same extent as the Economic Development Property under this Fee

Agreement, upon proper application of the law and applicable procedures by the Company or, as applicable, any Sponsor Affiliate and so long as the value of such leased assets are reported by the Company or, as applicable, any Sponsor Affiliate on their respective DOR Form PT-300.

## ARTICLE VI

### PROPERTY TAX EXEMPTION AND ABATEMENT

**SECTION 6.1. *Protection of Tax Exempt Status of the Project.*** In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State or any political subdivision thereof, the County and the Company covenant that:

(a) all rights and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section 6.1 and any other provision in any document shall arise, then in that case, this Section 6.1 shall control;

(b) the County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County or other political subdivision of the State in which any part of the Project is located; and

(c) the Company will maintain the identity of the Project as a “project” in accordance with the Act.

## ARTICLE VII

### SPECIAL SOURCE REVENUE CREDITS

**SECTION 7.1 *SSRC Investment Target.*** The Company shall use commercially reasonable efforts to cause the SSRC Investment Target to be achieved no later than the SSRC Investment Target Date.

**SECTION 7.2 *Books and Records.*** The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company’s compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 7.4(a) hereof. The Company may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

**SECTION 7.3 *Payment of Costs of Infrastructure.*** The Company and, as applicable, any Sponsor Affiliate(s), shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

#### **SECTION 7.4 *Personal Property Special Source Revenue Credits.***

(a) To reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Personal Property Fee Payment(s) to be first payable on or before the January 15th immediately following the first year in which any portion of the Project is first placed in service, the County shall provide to the Company annual Personal Property Special Source Revenue Credits during the SSRC Period in an amount equal to twenty percent (20%) of that portion of Personal Property Fee Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period).

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

(c) In no event shall the aggregate amount of all Personal Property Special Source Revenue Credits claimed by the Company or, as applicable, any Sponsor Affiliate(s), exceed the amount expended by them collectively with respect to the Infrastructure at any point in time. The Company and each Sponsor Affiliate shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit D. Further, any amount of reimbursement of the Company for Infrastructure expenditure by way of a Personal Property Special Source Revenue Credit may not be duplicated through a Personal Property Special Source Revenue Credit to the Company for the same expenditure.

(d) To the extent any Personal Property Special Source Revenue Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

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

CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE PERSONAL PROPERTY SPECIAL SOURCE REVENUE CREDITS.

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

**SECTION 7.5. *Transfers of Project; Assignment of Interest in this Agreement by the Company.*** The County hereby acknowledges that the Company may, in accordance with applicable law, sell, transfer or convey, or grant its interest in the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent or subsequent ratification of the County, which shall not be unreasonably withheld. Provided, however, that Company's sale, transfer, conveyance, grant or assignment of such interests to an Affiliate or, as applicable, and Sponsor Affiliate (any such transfer, an "Affiliate Transfer"), shall not require the County's consent, but the Company will promptly notify the County of same. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Personal Property Special Source Revenue Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Personal Property Special Source Revenue Credits under applicable law.

## **ARTICLE VIII**

### **EFFECTIVE DATE**

**SECTION 8.1. *Effective Date.*** This Fee Agreement shall become effective as of the date first written above.

## **ARTICLE IX**

### **SPECIAL COVENANTS**

#### **SECTION 9.1. *Indemnification Covenants.***

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees (collectively, the "***Indemnified Parties***") harmless from pecuniary liability in connection with those reasons set forth in (i) or (ii) of Section 9.1(b) hereof.

(b) Notwithstanding the fact that it is the intention of the Parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, or (ii) by reason of the performance of any act in connection with the entering

into and performance of the transactions described in the Documents, if any of the Indemnified Parties should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the Indemnified Parties against all pecuniary claims by or on behalf of any Person, arising (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, or (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, and all reasonable costs and expenses, including reasonable attorney's fees, incurred in connection with defending against any such claim, and upon notice from the County, the Company at its own expense shall defend the Indemnified Party in any such action or proceeding. An Indemnified Party may not avail itself of the indemnification provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The Company is entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents or employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or negligence of the County or any of its individual members, officers, agents or employees.

**SECTION 9.2. *Assignment and Leasing.*** Subject to and pursuant to the Fee Act, including Section 12-44-120 thereof, with the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such consent is not required in connection with financing-related transfers or any other transfers not requiring the consent of the County under the Fee Act. The County hereby expressly consents to any transfer or assignment by the Company of any or all of its interest in the Project and/or this Fee Agreement to any Affiliates of the Company and to any transfer or assignment of any or all of such interest among other such Affiliates. Except as otherwise required by the Fee Act or this Fee Agreement, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of this Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Fee Act. Notwithstanding any provision of this Section 9.2 to the contrary, if and to the extent that the future consent of the County is required in connection with a transfer, assignment or other action referenced in this Section, the County hereby expressly agrees that, to the extent permitted by the Fee Act, such approval may be provided by a letter or other writing executed by the Chair or the County Administrator, and each of those two officials are hereby expressly authorized to provide such consent on behalf of the County. If, notwithstanding the foregoing sentence, the Company elects to obtain additional action by County Council indicating

such consent, a resolution passed by County Council shall be sufficient to indicate such additional County Council consent.

**SECTION 9.3. *Commensurate Benefits.*** The parties acknowledge the intent of this Fee Agreement, in part, is to afford the Company the benefits specified in Article V hereof in consideration of the Company's decision to locate the Project within the County, and this Fee Agreement has been entered into in reliance upon the enactment of the Fee Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Fee Act is unconstitutional or this Fee Agreement or agreements similar in nature to this Fee Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Fee Agreement in any material respect, then at the request of the Company, the County agrees to extend to the Company the intended benefits of this Fee Agreement and agrees, if requested, to enter into a lease purchase agreement or similar arrangement with the Company pursuant to Section 12-44-160 of the Fee Act, under Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable, and to take such other steps as may be appropriate to extend to the Company the intended benefits of this Fee Agreement, including, without limitation, the provision of a special source revenue credit which is commensurate to the benefits which would otherwise accrue to the Company under the Fee Agreement.

**SECTION 9.4. *Confidentiality.*** The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information. The County agrees that neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information, or (ii) shall request or be entitled to inspect the Project or any property associated therewith. To the extent that the Company has heretofore provided confidential and proprietary information regarding the Project in the County which has been provided under written designation of the Company as "Confidential," the County shall not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement, at the expense of the Company.

## **ARTICLE X**

### **EVENT OF DEFAULT AND REMEDIES**

**SECTION 10.1. *Events of Default Defined.*** The occurrence of any one or more of the following events shall be an "Event of Default" under this Fee Agreement:

(a) If the Company shall fail to make, or cause to be made, any Negotiated Payments-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for thirty days after receiving written notice of default from the County; or



(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company (other than as referred to in Section 10.1(a) hereof), and such failure shall continue for a period of thirty days after written notice of default has been given to the Company by the County; provided if by reason of “force majeure” as hereinafter defined, the Company is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than thirty days to cure such default and the Company is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term “force majeure” as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council or other County authority; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company or the County made in the Documents furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

(d) Anything herein to the contrary notwithstanding, failure to meet any investment requirements set forth herein shall not be deemed to be an Event of Default under this Fee Agreement, the sole remedy for which is set forth in Section 5.4 hereof.

**SECTION 10.2. Remedies on Default.** Whenever any Event of Default shall have happened and be subsisting, the County, after having given written notice to the Company, or, as applicable, any Sponsor Affiliate (a copy of which shall be provided to the Company by the County), of such default and after the expiration of a thirty (30) day cure period may (i) terminate this Fee Agreement; or (ii) take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Company, under the Documents. Although the parties acknowledge that the Project is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49 and Title 12, Chapter 51) and any act relating to the enforced collection of taxes. The County’s right to receive Negotiated Payments-in-Lieu-of-Taxes shall, subject all times to the liens of the United States Department of Agriculture, Rural Utilities Service and its affiliated lenders, CoBank, ACB and National Rural Utilities Cooperative Finance Corporation, have priority lien status to other creditors pursuant to Section 12-44-90 of the Fee Act and Title 12, Chapters 4 and 54 of the Code. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Fee Agreement, including, without limitation, a suit for mandamus or specific performance.

Each right, power, and remedy of the County or the Company provided for in this Fee Agreement shall be cumulative and concurrent and shall be in addition to every other right, power,

or remedy provided for in this Fee Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or the Company of any one or more of the rights, powers, or remedies provided for in this Fee Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or the Company of any or all such other rights, powers, or remedies.

**SECTION 10.3. *No Additional Waiver Implied by One Waiver.*** In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

## **ARTICLE XI**

### **OPTION TO TERMINATE**

**SECTION 11.1. *Option to Terminate.*** From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least thirty days-notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable for *ad valorem* property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Fee Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1, or, if the termination is of the entire Project, then within one hundred eighty (180) days of termination.

## **ARTICLE XII**

### **MISCELLANEOUS**

**SECTION 12.1. *Notices.*** All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 12.1:

**If to the Company:**

WC Fiber, LLC  
ATTN: Jeff T. Wilson, Chief Executive Officer  
233 Highway 28 Bypass  
Abbeville, SC 29620

With copy to (such copy shall not constitute notice):

Christopher McDonald, Esq.  
The Tiencken Law Firm  
234 Seven Farms Dr., Suite 114  
Charleston, SC 29492

**If to the County:**

Anderson County Council, South Carolina  
Attention: County Administrator  
PHYSICAL:  
101 South Main Street  
Anderson, SC 29624  
MAILING:  
Post Office Box 8002  
Anderson, SC 29622  
Telephone: (864) 260-4031  
Email: [rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)

With copy to:

Anderson County, South Carolina  
Attention: Leon C. Harmon, County Attorney  
PHYSICAL:  
101 South Main Street  
Anderson, SC 29624  
MAILING:  
Post Office Box 8002  
Anderson, SC 29622  
Telephone: (864) 964-6538  
Email: [lharmon@andersoncountysc.org](mailto:lharmon@andersoncountysc.org)

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt, or (2) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

**SECTION 12.2. *Binding Effect.*** This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns, subject to Section 10.2 hereof.

**SECTION 12.3. *Invalidity and Severability.*** In the event that the Fee Act or the Negotiated Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid or unenforceable in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall

not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4 of the Code.

**SECTION 12.4. *Payments Due on Saturday, Sunday and Holidays.*** Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

**SECTION 12.5. *Fiscal Year; Property Tax Year.*** If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly, except that Negotiated Payments-in-Lieu-of-Taxes shall always be required to be made at the same time and subject to the same conditions, penalties, and enforcement, as with *ad valorem* property taxes.

**SECTION 12.6. *Amendments, Changes and Modifications.*** Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent including, without limitation, any County consent specifically referred to in this Fee Agreement, may, at the sole discretion of the County, be provided by a resolution of County Council.

**SECTION 12.7. *Execution of Counterparts.*** This Fee Agreement may be executed in several counterparts, only one of which shall be an original; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

**SECTION 12.8. *Entire Understanding.*** This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery thereof.

**SECTION 12.9. *Law Governing Construction of Agreement.*** The laws of the State shall govern the construction of this Fee Agreement.

**SECTION 12.10. *Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**SECTION 12.11. *Further Assurance.*** From time to time the County agrees to execute and deliver to the Company such additional instruments and undertaking further proceedings as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

**SECTION 12.12. *Use of Local Goods, Services, and Suppliers.*** The Company agrees, in construction of the Project, to make commercially reasonable efforts to make use of goods, services, and suppliers that are derived from contractors, vendors, and service providers that are based in or have a significant presence in the County.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES BEGIN ON NEXT PAGE]

**IN WITNESS WHEREOF, ANDERSON COUNTY, SOUTH CAROLINA, and WC FIBER, LLC**, each pursuant to due authority, has duly executed this Fee Agreement, all as of the date first above written.

**ANDERSON COUNTY, SOUTH  
CAROLINA**

---

The Honorable Tommy Dunn  
Chairman, County Council

**ATTEST:**

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Renee D. Watts  
Clerk to County Council

*[Signature Page of Company to Follow]*

*[Signature Page of County]*

**WC FIBER, LLC**

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By: Jeff T. Wilson

Its: Chief Executive Officer

*[Signature Page of Company]*

## EXHIBIT A

### MILLAGE APPLICABLE TO PROJECT COMPONENTS [To Be Confirmed]

Anderson County		
Millage Rates		
<b>County Base Millage</b>		
Anderson County Total		.08330
<i>Includes:</i>		
County Ordinary	.06350	
Capital Projects Fund	.00370	
Infrastructure Reserve Fund	.00140	
Library	.00650	
County EMS	.00640	
GO Bond 2014 Refunded	.00100	
GO Bond 2020 Series	.00080	
<b>School District Millage Rate</b>		
District Total: Anderson 1		.22411
Career and Technology	.01926	
County Schools	.01770	
Tri-County Tech	.00310	
School Operations	.15005	
School Bond Sinking Fund	.03400	
District Total: Anderson 2		.25029
Tri-County Tech	.00310	
County Schools	.01770	
School Bond Sinking Fund	.02300	
School Operations	.18723	
Career and Technology	.01926	
District Total: Anderson 3		.24525
School Bond Sinking Fund	.04000	
County Schools	.01770	
Tri-County Tech	.00310	
School Operations	.18445	

[continued on next page]



District Total: Anderson 5		.27810
County Schools	.07700	
School Operations	.18300	
School Bond Sinking Fund	.01500	
Tri-County Tech	.00310	
District Total: Pickens		.16400
School Operations	.16400	

#### **Municipal Millage Rate**

Anderson	.10900
Belton	.12500
Clemson	.08570
Easley	.06650
Honea Path	.13400
Iva	.18210
Pendleton	.12700
West Pelzer	.09400
Williamston	.11250

#### **Other Millages Not Included in County Base**

Name	Purpose	Location	Millage Rate
Anderson County Sewer	Sewer	Unincorporated Areas less Homeland & Piedmont	.00300
Big Creek	Watershed	School District 1	.00220
Broadmouth	Watershed	School District 1	.00142
Brushy Creek	Watershed	School District 1	.00063
Cobbs Glen Public Service	Lights	School District 5	.00460
County Fire	Fire	Unincorp, Starr, Iva, W Pelzer, Clemson, Pendleton	.00718
Homeland Park	Water/Sewer	Homeland Park	.01600
Piedmont Public Service	Water/Sewer	Piedmont	.07470
Sedgewood Public Service	Water/Sewer	Sedgewood	.00700
Three & Twenty	Watershed	School District 1	.00044

#### **Special Fees (Additional Charges)**

Fee Name	Purpose	Location	Fee
Ashwood	Roads	District 5	\$155.55
Clarendon	Light, Garbage Pick up	District 5	\$117.68
Easley Storm Water	Storm Water	Easley	\$30.00
Hidden Brook	Roads	District 5	\$379.73
Knightsbridge	Roads	District 5	\$449.27
Sharen Ridge	Roads	District 5	\$182.15
Solid Waste Fee	Solid Waste	Countywide	\$75.00
The Farm	Roads	School District 1	\$430.06

#### **Value of One County Mil (Based on County Operations Only)**

This helps determine the county's tax base for comparative analyses.	\$861,000
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## **EXHIBIT B**

### **PROJECT DESCRIPTION**

The Project will consist of construction of an 100-percent fiber-optic-to-the-premises network capable of gigabit or greater symmetrical speeds that will pass approximately 5,500 addresses within the County.

## EXHIBIT C

### FORM OF JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee Agreement dated as of [DATE] (the “Fee Agreement”), between Anderson County, South Carolina (the “County”) and [COMPANY OR SPONSOR AFFILIATE], (the “Company”).

4. 1. Joinder to FILOT Agreement.

The undersigned 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; (b) acknowledges and agrees that (i) in accordance with the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Fee Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(19) and Section 12-44-130 of the Fee Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. Governing Law.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice.

Notices under Section 12.1 of the Fee Agreement shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**DATE:** \_\_\_\_\_

**[SPONSOR AFFILIATE]**

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

\_\_\_\_\_

**EXHIBIT D**

**FORM OF INFRASTRUCTURE INVESTMENT  
CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of WC Fiber, LLC (the “***Company***”), do hereby certify in connection with the Special Source Revenue Credit Agreement dated as of \_\_\_\_\_, 20\_\_\_\_ (the “***Agreement***”) between Anderson County, South Carolina and the Company, as follows:

(1) As of December 31, 20\_\_\_\_, the total amount of Personal Property Special Source Revenue Credits received by the Company is as follows:

(a)		\$ _____
(c)	Total Personal Property Special Source Revenue Credits received	\$ _____

(2) As of [DATE], the total amount of investment in Costs of Infrastructure by the Company is not less than \$[AMOUNT].

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

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

**WC FIBER, LLC**

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

## RESOLUTION NO. 2023-048

**A RESOLUTION IDENTIFYING A PROJECT TO SATISFY THE REQUIREMENTS OF TITLE 12, CHAPTER 44 OF THE SOUTH CAROLINA CODE, SO AS TO ALLOW INVESTMENT EXPENDITURES INCURRED BY WC FIBER, LLC, ACTING FOR ITSELF, ONE OR MORE SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, LESSORS OR OTHER PROJECT SPONSORS, TO QUALIFY AS EXPENDITURES ELIGIBLE FOR A FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT ARRANGEMENT WITH ANDERSON COUNTY, SOUTH CAROLINA AND OTHER MATTERS RELATED THERETO.**

**NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF ANDERSON COUNTY, AS FOLLOWS:**

**Section 1 Findings.** The County Council of Anderson County (the “*County Council*”), the governing body of Anderson County, South Carolina (the “*County*”), makes the following findings of fact in connection with the adoption of this resolution (this “*Resolution*”):

(a) The County Council is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “*Code*”), particularly Title 12, Chapter 44 of the Code (the “*Fee Act*”) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; and (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“*FILOT*”) payments and provide certain infrastructure credits, including, but not limited to, negotiated FILOT payments and special source revenue credits made pursuant to the Fee Act, with respect to a project.

(b) The County has been approached by the WC Fiber, LLC, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, Sponsor Affiliates (as defined in the Fee Act), lessors, and others (collectively, the “*Company*”), regarding the expansion of broadband infrastructure within the County that will serve the County and its citizens (the “*Project*”).

(c) The Council, in order to induce the Company to locate the Project within the County and to maximize the Company’s investment in the Project, has committed to the Company that the Council will take certain actions and provide certain incentives, including entering into a FILOT and incentive agreement, pursuant to which the Company will acquire, construct, or install the Project within the County within certain prescribed time periods and the County will agree to accept certain negotiated FILOT payments and provide certain special source revenue credits with respect to the Project.

(d) The County has determined and found after considering all relevant factors and criteria as prescribed by law (with assistance, to the extent needed, from the South Carolina Department of Revenue and/or Board of Economic Advisors) that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs.

(e) The County has determined on the basis of the information supplied to it by the Company, that the Project would be a “project” as that term is defined in the Fee Act and as defined in S.C. Code Ann. § 4-29-10(3)(d) that falls within the purposes set forth in S.C. Code Ann. § 4-29-68(A)(2)(i) as required by S.C. Code Ann. § 12-44-70, and that the Project would serve the purposes of the Fee Act.

## **Section 2. Statutory Recitations.**

(a) The Council, upon request by the Company, hereby agrees to enter into one or more agreements under the Fee Act that will provide the Company with (i) the benefits allowed pursuant to a FILOT and incentive agreement for thirty years for each component of the Project placed in service during the “Investment Period” (as that term is defined in the Fee Act), with the calculation of the fee thereunder on the basis of a fixed assessment ratio of 6%, and a fixed millage rate equal to the June 30, 2023 millage rate with respect to each component of the Project, based upon the location of such Project component and the millage rate applicable thereto, pursuant to Section 12-44-50(A)(1)(d) of the Fee Act, which millage rate shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Fee Act for the full term of the Negotiated Payments-in-Lieu-of-Taxes; and (ii) for a period of five (5) years, Personal Property Special Source Revenue Credits during the SSRC Period in an amount equal to twenty percent (20%) of that portion of Personal Property Fee Payments (as each of those terms is defined in the FILOT and incentive agreement) payable by the Company with respect to the Project.

(b) The Council agrees to provide the Company with the most favorable provisions allowable under the Fee Act for a project of this size with respect to the disposal and replacement of property.

(c) To the extent permitted by the Fee Act, the Council agrees to waive the recapitulation requirements set forth in the Fee Act, to the extent that and so long as the Company provides the County with copies of all filings and reports which the Company is required to make under the Fee Act.

(d) The Council agrees to enter into and execute the appropriate agreements and other documents to implement the provisions of this Resolution and such other provisions as the Company may request consistent with this Resolution and such applicable statutes.

(e) WC Fiber, LLC is a South Carolina limited liability company and subsidiary of West Carolina Rural Telephone Cooperative, Inc., a South Carolina telephone cooperative corporation considering the acquisition and expansion of facilities in Anderson County. WC Fiber, LLC is engaging in this venture with Blue Ridge Electric Cooperative, Inc., a South Carolina nonprofit electric cooperative membership corporation, which additionally has operations in Anderson County.

[Remainder of Page Left Blank]

Enacted and approved, in meeting duly assembled, this \_\_\_\_ day of \_\_\_\_\_,  
2023.

ANDERSON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
The Honorable Tommy Dunn  
Chairman, County Council

[SEAL]

Attest:

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

Attest:

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

APPROVED AS TO FORM:

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



## **RESOLUTION NO. 2023-049**

### **A RESOLUTION AUTHORIZING A JOINDER AGREEMENT TO PROVIDE FOR THE ADDITION OF RGH ENTERPRISES, LLC AS A SPONSOR AFFILIATE, TO AUTHORIZE AN ASSIGNMENT OF THE BENEFITS OF SUCH AGREEMENT, AND TO ADDRESS OTHER MATTERS RELATED THERETO.**

WHEREAS, pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”), Anderson County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), entered into that certain Fee in Lieu of Tax and Special Source Credit Agreement (Lot 4) with COI Anderson Industrial, LLC (“COI Anderson”), dated as of December 7, 2021 (“FILOT Agreement”); and

WHEREAS, COI Anderson conveyed all of COI Anderson's right, title, and interest in the Land (as defined in the FILOT Agreement) and any real and/or personal property located thereon (the “Transferred Property”) to COI Anderson Phase 2-346, LLC (the "Company"); and

WHEREAS, in connection with COI Anderson's conveyance of the Transferred Property to the Company, COI Anderson assigned all its interest in the FILOT Agreement to the Company and the Company assumed the obligations of COI Anderson thereunder, all pursuant to that certain Assignment and Assumption of Fee in Lieu of Tax and Special Source Credit Agreement (Lot 4) by and between COI Anderson and the Company, effective as of May 10, 2022 (the "Assignment"); and

WHEREAS, the Act authorizes the extension of the benefits of a fee in lieu of tax arrangement to a “Sponsor Affiliate,” which is defined in the Act as an entity that joins with or is an affiliate of a sponsor and that participates in the investment in, or financing of, a project; and

WHEREAS, RGH Enterprises, LLC (“RGH”) and the Company have requested that the County authorize the addition of RGH as a Sponsor Affiliate to the FILOT Agreement and approve an assignment of the relevant obligations, duties, responsibilities, terms, covenants, conditions and agreements contained in the FILOT Agreement from the Company to RGH with respect to any property subject to the FILOT Agreement that is owned and leased by RGH on the Land; and

WHEREAS, RGH and the Company have caused to be prepared and presented to this meeting a Joinder Agreement to effectuate the purposes set forth above.

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

Section 1. The form, terms and provisions of the Joinder Agreement attached hereto as Exhibit A (the “Joinder Agreement”) presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such Joinder Agreement were set out in this

Resolution in its entirety. The County Council Chairman and the Clerk of the County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the Joinder Agreement in the name and on behalf of the County, and thereupon to cause the Joinder Agreement to be delivered to the Company and RGH and performed by the County. The Joinder Agreement is to be in substantially the form now before this meeting and hereby approved, with any changes thereto as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, the execution thereof to constitute conclusive evidence of the approval of all changes therein from the form of Joinder Agreement now before this meeting.

Section 2. The County Council Chairman and all other appropriate officials of the County are (and each individually is) hereby authorized, empowered and directed to take or cause to be taken such further action and to receive and/or execute and deliver for and in the name and on behalf of the County or County Council (as applicable) any and all instruments, certificates, agreements and documents as may be required, necessary or appropriate to carry out, give effect to and consummate the transactions contemplated by this Resolution.

Section 3. This Resolution shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 4. This Resolution shall become effective immediately following adoption by the County Council.

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

Section 6. All orders, resolutions and ordinances, and parts thereof, in conflict herewith are, to the extent of the conflict, hereby repealed.

*[Signature Page to Follow]*

**BE IT RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

**ANDERSON COUNTY, SOUTH CAROLINA**

**ATTEST:**

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

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

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

**APPROVED AS TO FORM:**

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

Exhibit A

Joinder Agreement

## **JOINDER AGREEMENT**

This Joinder Agreement is dated effective as of the \_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”).

Reference is hereby made to that certain Fee in Lieu of Tax and Special Source Credit Agreement (Lot 4) by and between Anderson County, South Carolina (the “County”) and COI Anderson Industrial, LLC (“COI Anderson”), dated as of December 7, 2021 (the “FILOT Agreement”), and assigned by COI Anderson to COI Anderson Phase 2-346, LLC (the “Company”) pursuant to that certain Assignment and Assumption of Fee in Lieu of Tax and Special Source Credit Agreement (Lot 4) effective as of May 10, 2022.

1. **Joinder to FILOT Agreement.** RGH Enterprises, LLC (the “Sponsor Affiliate”): (a) hereby joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of the FILOT Agreement as if it were a Sponsor; (b) shall receive the benefits including, but not limited to, FILOT benefits and Special Source Credits, as provided under the FILOT Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor; (c) hereby acknowledges and agrees that (i) it has been designated as a Sponsor Affiliate by the Company in accordance with the FILOT Agreement for purposes of the Project; (ii) represents that RGH Enterprises, LLC qualifies or will qualify as a Sponsor Affiliate under the FILOT Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) hereby agrees that electronic signatures, whether digital or encrypted, of the parties to this Joinder Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

2. **Capitalized Terms.** Each undefined capitalized term used in this Joinder Agreement shall have the meaning of that term set forth in the FILOT 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 the 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.** By its execution of this Joinder Agreement, the Company, as Sponsor under the auspices of the FILOT Agreement, hereby requests and consents to the addition of the Sponsor Affiliate to the FILOT Agreement.

5. **Consent of County.** By its execution of this Joinder Agreement, the County, through approval as authorized in the FILOT Agreement, hereby consents to the addition of the Sponsor Affiliate to the FILOT Agreement.

6. **Asset Reporting.** For any year during the term of the FILOT Agreement in which RGH and/or the Company are reporting assets subject to the FILOT Agreement which are eligible for the FILOT benefits and Special Source Credits (as those terms are defined in the FILOT Agreement), RGH and/or the Company, as applicable, shall file two separate Property Returns (PT-300 forms or any successor forms promulgated by the South Carolina Department of Revenue), clearly designating on the respective Schedule S forms their respective assets that are eligible for the payment of fee in lieu of ad valorem taxes and the Special Source Credits (as that term is defined in the FILOT Agreement).

7. **RGH and the Company's Rights and Responsibilities After this Amendment.** RGH, the Company and the County acknowledge and agree that as of the Effective Date of this Amendment: (a) RGH shall be solely responsible for all obligations, including without limitation payments due to the County, under the FILOT Agreement pertaining to property owned by RGH; and (b) the Company shall be solely responsible for all obligations, including without limitation payments due to the County, under the FILOT Agreement pertaining to property owned by the Company.

8. **No Cross-Defaults.** Subject to the provisions of Section 4.02(d), Section 4.03 (a) and Section 5.01 of the FILOT Agreement, any default, breach, noncompliance or any other failure of performance or condition or otherwise, or termination or diminution of the FILOT Agreement (or any benefits thereunder) in whole or in part, with respect to RGH or the Company (such party, the "Defaulting Party") under the FILOT Agreement (a "Failure") does not affect the FILOT Agreement or any benefits thereunder as it relates to the other party. A Failure shall impact only the Defaulting Party and shall have no impact whatsoever on the other party, and the County may exercise its remedies (including termination of the FILOT Agreement) only against the Defaulting Party and not against the other party. Accordingly, if the County elected to terminate the FILOT Agreement due to a Failure by RGH, the FILOT Agreement would continue as to the Company and its portion of the Project, and vice versa.

9. **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.

10. **Notice.** Notices to the Sponsor Affiliate under Section 10.1 of the FILOT Agreement shall be sent to:

RGH Enterprises, LLC  
c/o Cardinal Health, Inc.  
7000 Cardinal Place  
Dublin, Ohio 43017  
Attn: Tax Department

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the Effective Date.

RGH Enterprises, LLC, an Ohio limited liability company

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

Signature: \_\_\_\_\_

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

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



IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the Effective Date.

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

COI Anderson Phase 2-346, LLC, a South  
Carolina limited liability company

Signature: \_\_\_\_\_

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

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

IN WITNESS WHEREOF, the County acknowledges and agrees it has consented to, and hereby does consent to, the addition of the above-named entity as a Sponsor Affiliate under the FILOT Agreement effective as of the Effective Date.

**ANDERSON COUNTY, SOUTH CAROLINA**

Signature: \_\_\_\_\_

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

Title: County Council Chairman

Attest:

Signature: \_\_\_\_\_

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

Title: Clerk to Council

DEPARTMENTAL TRANSFERS - FOR COUNCIL APPROVAL

For Budget Year 2022 - 2023

Mark APPROVED	DEPARTMENT NAME	FROM: ACCOUNT NAME ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
Council Meeting: 10/17/2023					
1	BETWEEN DEPTS LEGAL TO MEDIA	LEGAL 001-5015-000-315 \$10090 531000	PROFESSIONAL SERVICES 001-5017-000-304 \$10120 531100	21,500.00	Videography of events
2	BETWEEN DEPTS PERSONNEL TO FACILITIES	Training for Employees 001-5014-000-277 \$10240 521300	WATER AND SEWER 001-5021-000-286 \$10360 525200	4,500.00	To pay County water bills - estimated budget lower than actual
3	BETWEEN DEPTS LEGAL TO FACILITIES	LEGAL 001-5015-000-315 \$10090 531000	SERVICE CONTRACTS 001-5021-000-375 \$10360 531400	35,000.00	Mowing County parks, security services and tree work
4	BETWEEN DEPTS EMP BENEFITS TO TREAS	COST OF LIVING/MERIT 001-5831-000-115 \$10270 511150	SALARIES - TEMP/PART TIME 001-5042-000-102 \$10180 511020	12,500.00	Employee moved from full time to part time
5	BETWEEN DEPTS LEGAL TO TREASURER	LEGAL 001-5015-000-315 \$10090 531000	BANK FEES AND CHARGES 001-5042-000-203 \$10180 522100	5,200.00	Bank fees continuing to increase
6	BETWEEN DEPTS EMP BENEFITS TO FINANCE	COST OF LIVING/MERIT 001-5831-000-115 \$10270 511150	SALARIES - OVERTIME 001-5043-000-103 \$10210 511030	13,750.00	Hours needed while running two systems, training and learning new software
7	BETWEEN DEPTS LEGAL TO FINANCE	LEGAL 001-5015-000-315 \$10090 531000	PRINTING 001-5043-000-245 \$10210 523075	2,350.00	Direct Deposits, AP Check, & Envelopes
8	MUSEUM	SERVICE CONTRACTS 001-5064-000-375 560250 531400	INSURANCE - EQUIPMENT 001-5064-000-226 560250 526300	700.00	Increase in premiums
9	BETWEEN DEPTS SPEC POPS TO PRT	SALARIES - TEMP/PART TIME 001-5066-001-102 530050 511020	SALARIES - TEMP/PART TIME 001-5065-000-102 560000 511020	4,955.00	Farmer's Market and events
10	BETWEEN DEPTS EMP BENEFITS TO PRT	COST OF LIVING/MERIT 001-5831-000-115 \$10270 511150	SALARIES - OVERTIME 001-5065-000-103 560000 511030	39,060.00	Working fishing tournaments, Saluda River Rally and other events
11	BETWEEN DEPTS SPEC POPS TO PRT	SALARIES - TEMP/PART TIME 001-5066-001-102 530050 511020	SOCIAL SECURITY 001-5065-000-120 560000 511200	1,110.00	Working fishing tournaments, Saluda River Rally and other events
12	BETWEEN DEPTS SPEC POPS TO PRT	SALARIES - TEMP/PART TIME 001-5066-001-102 530050 511020	TELEPHONE 001-5065-000-275 560000 525300	9,400.00	Internet connectivity @ Green Pond Landing.
13	BETWEEN DEPTS SENIORS TO PRT	MEALS 001-5066-002-236 560100 521100	TELEPHONE 001-5065-000-275 560000 525300	300.00	Internet connectivity @ Green Pond Landing.
14	BETWEEN DEPTS SENIORS TO PRT	ADVERTISING 001-5066-002-201 560100 522400	TELEPHONE 001-5065-000-275 560000 525300	300.00	Internet connectivity @ Green Pond Landing.
15	BETWEEN DEPTS ASSESSOR TO PRT	POSTAGE 001-5044-000-243 \$10390 522600	PROFESSIONAL SERVICES 001-5065-000-304 560000 531100	29,500.00	Engineering services

DEPARTMENTAL TRANSFERS - FOR COUNCIL APPROVAL

For Budget Year 2022 - 2023

Mark APPROVED	DEPARTMENT NAME	FROM: ACCOUNT NAME ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
_____	16 REGISTRATION AND ELECTION	SUPPLIES - DATA PROCESSING 001-5081-000-287 \$10630 523225	COMPUTER EQUIPMENT MAINTENANCE 001-5081-000-305 \$10630 533000	10,000.00	Increase in maintenance contract and licenses
_____	17 BETWEEN DEPTS LEGAL TO PURCHASING	LEGAL 001-5015-000-315 \$10090 531000	TELEPHONE 001-5091-001-275 \$10330 523300	18,000.00	To cover data lines, mobiles phones and landlines
_____	18 BETWEEN DEPTS EMP BENEFITS TO ANIMAL SHELTER	COST OF LIVING/MERIT 001-5831-000-115 \$10270 511150	SALARIES - TEMP/PART TIME 001-5111-000-102 \$550000 511020	45,000.00	Parttime needed to maintain care of abundant number of animals housed at the shelter
_____	19 DETENTION CENTER	SALARIES - FULL TIME 001-5141-000-101 \$20100 511010	FOOD 001-5141-000-215 \$20100 521900	124,000.00	Provided meals for all inmates of the overcrowded facility
_____	20 DETENTION CENTER	SALARIES - FULL TIME 001-5141-000-101 \$20100 511010	SUPPLIES - CLEANING 001-5141-000-265 \$20100 523150	37,500.00	Daily cleaning needs to maintain protocol of an over crowded facility
_____	21 DETENTION CENTER	SALARIES - FULL TIME 001-5141-000-101 \$20100 511010	MEDICAL 001-5141-000-346 \$20100 534250	22,700.00	Mediko contract
_____	22 BETWEEN DEPTS EMP BENEFITS TO CIVIC CENTER	COST OF LIVING/MERIT 001-5831-000-115 \$10270 511150	SALARIES - OVERTIME 001-5955-000-103 \$60150 511030	4,500.00	OT needed for working events
_____	23 CIVIC CENTER	REPAIRS TO BUILDING 001-5955-000-250 \$60160 524100	CAPITAL PURCHASES 001-5955-000-499 \$60150 544990	28,000.00	Purchase of heavy duty stage barrier
_____	24 CIVIC CENTER	SUPPLIES - OFFICE 001-5955-000-269 \$60150 523025	CAPITAL PURCHASES 001-5955-000-499 \$60150 544990	4,400.00	Purchase of heavy duty stage barrier
_____	25 CIVIC CENTER	SUPPLIES - BUILDING 001-5955-000-268 \$60150 523550	CAPITAL PURCHASES 001-5955-000-499 \$60150 544990	3,500.00	Purchase of heavy duty stage barrier
_____	26 CIVIC CENTER	TRAVEL 001-5955-000-279 \$60150 521000	CAPITAL PURCHASES 001-5955-000-499 \$60150 544990	600.00	Purchase of heavy duty stage barrier
_____	27 E-911	COMPUTER SOFTWARE 174-5063-000-209 \$21300 522550	PROFESSIONAL SERVICES 174-5063-000-304 \$21300 531100	40,000.00	ESXI, Tritelch Software, Central Square Professional services related to software

DATE

Renee Watts

**Anderson County ATAX Committee**  
**Requests & Recommendation Summary for FY 2023-2024**

Below is a summary of the requests for Accommodations Tax (ATAX) funding from Anderson County for fiscal year 2023-2024. **Total ATAX Funds Requested: \$699,796** (\$704,534.56 last year). **Total ATAX Funds Available: \$370,299.48** (\$342,859.94 last year).

- 1      Applicant:              Anderson Arts Center  
Project:                      Attracting Tourists through the Arts  
Duration:                    September 2023-August 2024  
Description:                It seeks ATAX for advertising to tourists & operational costs for its building.  
**FY 23 Allocation:**        \$5,200  
**FY 24 Request:**          \$20,000  
**County Staff:**           \$5,000  
**Committee:**             \$10,000  
**Council:**                \$
- 2      Applicant:              Anderson County  
Project:                      Hurricane Springs Park  
Duration:                    November 2023-February 2024  
Description:                ATAX would help fund the construction of a new shelter. Other state & private grants will also make contributions. Park projects are eligible for ATAX Grants.  
**FY 23 Allocation:**        NA  
**FY 24 Request:**          \$50,000  
**County Staff:**           \$50,000  
**Committee:**             \$38,500  
**Council:**                \$
- 3      Applicant:              Anderson County CVB  
Project:                      Assn, of Collegiate Anglers (ACA) Hartwell Slam  
Duration:                    4/8-14/24  
Description:                \$500,000 economic impact & 2,000 room nights. ATAX is requested to pay for advertising the tournament to tourists (\$9,500), tourist shuttle transportation & law enforcement security for tourists at Green Pond Landing (\$14,500) and marketing materials (\$6,000).  
**FY 23 Allocation:**        N/A  
**FY 24 Request:**          \$30,000  
**County Staff:**           \$16,000  
**Committee:**             \$16,000  
**Council:**                \$
- 4      Applicant:              Anderson County CVB  
Project:                      American Bass Anglers (ABA) American Fishing Tour Championship  
Duration:                    10/9-13/23  
Description:                This event will fill more than 1,500 hotel room nights & generate an economic impact of \$500,000. \$10,000 is requested for marketing/advertising, \$5,000 for tourist shuttle transportation & law enforcement to serve tourists.  
**FY 23 Allocation:**        N/A  
**FY 24 Request:**          \$15,000  
**County Staff:**           \$11,000  
**Committee:**             \$11,000  
**Council:**                \$

- 5      Applicant:                      Anderson County CVB  
        Project:                        Operational Funding  
        Duration:                      7/1/23-6/30/24  
        Description:                    ATAX would help pay for the operation of its Visitor Center including common area maintenance, insurance & utilities.
- FY 23 Allocation:    \$15,000**  
**FY 24 Request:       \$30,000**  
**County Staff:        \$20,000**  
**Committee:           \$15,000**  
**Council:              \$**
- 6      Applicant:                      Anderson County CVB  
        Project:                        Advertising  
        Duration:                      7/1/23-6/30/24  
        Description:                    ATAX will pay for: print advertising (\$12,000), including State Travel Guide, digital/social ads (\$3,500) and TV ads/trade shows (15,500).
- FY 23 Allocation:    \$10,000**  
**FY 24 Request:       \$30,000**  
**County Staff:        \$15,000**  
**Committee:           \$12,000**  
**Council:              \$**
- 7      Applicant:                      Anderson County CVB  
        Project:                        B.A.S.S. Nation Championship  
        Duration:                      10/16-20/23  
        Description:                    This tournament's economic impact will be \$500,000, and it'll fill 2,000 room nights. 11 countries fished this tourney when we last hosted in 2019. Advertising & Marketing (\$14,000). Tourist shuttle transportation and law enforcement security for tourists (\$9,000).
- FY 23 Allocation:    \$N/A**  
**FY 24 Request:       \$23,000**  
**County Staff:        \$16,000**  
**Committee:           \$16,000**  
**Council:              \$**
- 8      Applicant:                      Anderson County CVB  
        Project:                        SC High School League Wrestling Championships  
        Duration:                      2/22-24/24  
        Description:                    This event annually generates 1,000 hotel room nights. 3,455 tickets so for last year's event. A Girl's Division is new this year. ATAX would pay for law enforcement security & EMS services to tourists (\$9,500), Hospitality & Staffing (15,000).
- FY 23 Allocation:    \$10,000**  
**FY 24 Request:       \$20,000**  
**County Staff:        \$10,299.48**  
**Committee:           \$10,299.48**  
**Council:              \$**

- 9      Applicant:            Anderson County CVB  
Project:                 Marketing  
Duration:               7/1/23-6/30/24  
Description:            ATAX is requested for: website, brand development & creative concepts (\$40,000), public relations, including angler sponsorships (\$30,000).  
**FY 23 Allocation:**    \$5,000  
**FY 24 Request:**      \$45,000  
**County Staff:**       \$25,000  
**Committee:**          \$25,000  
**Council:**             \$
- 10     Applicant:            Anderson County CVB  
Project:                 Tiger Classic Gymnastics  
Duration:               2/9-11/24  
Description:            First time event @ the Civic Center of Anderson. Up to 1,000 competitors expected. ATAX is requested for: Marketing & advertising (\$3,345), Hospitality & Law Enforcement to Serve Tourists (\$10,000).  
**FY 23 Allocation:**    N/A  
**FY 24 Request:**      \$10,000  
**County Staff:**       \$7,500  
**Committee:**          \$7,500  
**Council:**             \$
- 11     Applicant:            Anderson County CVB  
Project:                 SC USA Gymnastics  
Duration:               3/22-24/24  
Description:            960 gymnasts competed @ the Garrison Arena last year & 68\$ were from more than 50 miles away. ATAX is requested for: marketing & advertising (\$12,000).  
**FY 23 Allocation:**    N/A  
**FY 24 Request:**      \$10,000  
**County Staff:**       \$7,500  
**Committee:**          \$7,500  
**Council:**             \$
- 12     Applicant:            Anderson County CVB  
Project:                 National Professional Fishing League (NPFL) Tour Event  
Duration:               4/21-27/24 or 5/12-18/24  
Description:            \$450,000 economic impact, 1,500 hotel room nights, 130 boats. ATAX is requested to fund advertising & marketing (\$10,000). Tourist Shuttle Transportation (\$2,500). Law enforcement & event staffing to serve tourists (\$7,500)  
**FY 23 Allocation:**    N/A  
**FY 24 Request:**      \$20,000  
**County Staff:**       \$15,000  
**Committee:**          \$15,000  
**Council:**             \$

- 13      Applicant:                      Anderson County CVB  
             Project:                      ABA Military Championship  
             Duration:                      5/6-10/24  
             Description:                      \$300,000 in economic impact & 200 anglers. ATAX is requested for: Advertising & marketing (\$10,000).  
             **FY 23 Allocation:**              \$3,000  
             **FY 23 Request:**              \$10,000  
             **County Staff:**                  \$3,000  
             **Committee:**                   \$3,000  
             **Council:**                      \$
- 14      Applicant:                      Anderson County CVB  
             Project:                      The Bass Federation (TBF) World Finals  
             Duration:                      6/17-22/24  
             Description:                      \$2.5 million economic impact, 8,000 hotel room nights, 400+ boats. ATAX is requested to fund advertising & marketing (\$10,000). Tourist Shuttle Transportation (\$2,500). Law enforcement & event staffing to serve tourists (\$7,500)  
             **FY 23 Allocation:**              N/A  
             **FY 24 Request:**              \$25,000  
             **County Staff:**                  \$25,000  
             **Committee:**                   \$25,000  
             **Council:**                      \$
- 15      Applicant:                      Anderson County CVB  
             Project:                      The Bass Federation (TBF) Junior World Championship  
             Duration:                      7/23-26/24  
             Description:                      500 hotel room nights, 130 boats. Anglers are in 8<sup>th</sup> grade & younger. A National State Leadership Conference is held in conjunction with this tournament. ATAX is requested to fund advertising & marketing (\$8,500). Tourist Shuttle Transportation (\$3,000). Law enforcement & event staffing to serve tourists (\$5,500)  
             **FY 23 Allocation:**              N/A  
             **FY 24 Request:**              \$17,000  
             **County Staff:**                  \$12,000  
             **Committee:**                   \$12,000  
             **Council:**                      \$
- 16      Applicant:                      Anderson County Museum  
             Project:                      Promotion of Museum Events & Exhibits 2023-24  
             Duration:                      11/1/23-8/1/24  
             Description:                      ATAX funding would go towards digital ads (\$5,000), print ads (\$25,000) and social media advertising (\$6,000). It will advertise 24 permanent exhibits, special events and programs to tourists.  
             **FY 23 Allocation:**              \$20,000  
             **FY 23 Request:**              \$28,000  
             **County Staff:**                  \$21,000  
             **Committee:**                   \$21,000  
             **Council:**                      \$



- 17      Applicant:                      Anderson County Museum  
Project:                              Community Room Upfit  
Duration:                            11/1/23-8/1/24  
Description:                        ATAX funding would go towards renovating the room, which hosts Museum programs & events. Money would go towards flooring, electrical, tables, chairs & a sound system.
- FY 23 Allocation:**                N/A  
**FY 24 Request:**                   \$50,000  
**County Staff:**                    \$0  
**Committee:**                      \$0  
**Council:**                         \$
- 18      Applicant:                      Anderson County Parks  
Project:                              Saluda River Rally  
Duration:                            6/1/24  
Description:                        ATAX would fund electronic billboard ads to tourists, regional & national kayak magazine ads & promoting the event at other kayaking events in GA & NC. 225 attended last year's event.
- FY 23 Allocation:**                \$8,000  
**FY 24 Request:**                   \$15,000  
**County Staff:**                    \$7,000  
**Committee:**                      \$12,000  
**Council:**                         \$
- 19      Applicant:                      Anderson Senior Follies  
Project:                              Bucket List 2024  
Duration:                            3/7-10/24  
Description:                        ATAX would fund print ads to tourists, including Baptist Courier Magazine (\$1,680). Last year, 70+ motorcoach tour groups from SC, GA & NC attended the show.
- FY 23 Allocation:**                N/A  
**FY 24 Request:**                   \$2,000  
**County Staff:**                    \$1,500  
**Committee:**                      \$1,500  
**Council:**                         \$
- 20      Applicant:                      Anderson Sports Center/War Combat Promotions  
Project:                              West Region Showcase Wrestling Tournament  
Duration:                            1/27-28/24  
Description:                        Event planned for Civic Center of Anderson. 50-70 room nights projected, due to 300 wrestlers from 3 states. ATAX would pay for advertising to tourists (\$3,000), law enforcement security (\$2,000) to serve tourists & special equipment (\$1,000: not eligible).
- FY 23 Allocation:**                N/A  
**FY 24 Request:**                   \$6,000 (\$5,000 eligible)  
**County Staff:**                    \$4,000  
**Committee:**                      \$4,000  
**Council:**                         \$

- 21      Applicant:                Belton Alliance  
             Project:                SC Chili Cook-Off  
             Duration:                4/20-21/24  
             Description:              ATAX is requested for print & radio ads to tourists. (\$5,000)  
             **FY 23 Allocation:**        **\$2,500**  
             **FY 24 Request:**          **\$5,000**  
             **County Staff:**            **\$3,000**  
             **Committee:**              **\$3,000**  
             **Council:**                **\$**
- 22      Applicant:                Belton Area Museum Assn.  
             Project:                Promotion for Museum & Events  
             Duration:                9/23-7/24  
             Description:              ATAX would pay for an ad in the Upcountry SC Visitor Guide (\$1,250) & posters for events (\$275).  
             **FY 23 Allocation:**        **\$1,000**  
             **FY 24 Request:**          **\$1,500**  
             **County Staff:**            **\$1,000**  
             **Committee:**              **\$1,000**  
             **Council:**                **\$**
- 23      Applicant:                Belton Area Museum Assn.  
             Project:                Roof for Historic Belton Depot  
             Duration:                Winter 2023-Spring 2024  
             Description:              The roof is at the end of its life, and they wish to replace it before it starts leaking. Besides the Museum, the building's home to the SC Tennis Hall of Fame, the North End Gallery & rental space for events.  
             **FY 24 Allocation:**        **N/A**  
             **FY 24 Request:**          **\$10,000**  
             **County Staff:**            **\$1,500**  
             **Committee:**              **\$5,000**  
             **Council:**                **\$**
- 24      Applicant:                Belton Center for the Arts  
             Project:                Gallery Hanging System  
             Duration:                January 2024  
             Description:              ATAX would fund a commercial picture hanging system, including tracks, cables & hooks.  
             **FY 23 Allocation:**        **\$1,000**  
             **FY 24 Request:**          **\$1,450**  
             **County Staff:**            **\$1,450**  
             **Committee:**              **\$1,450**  
             **Council:**                **\$**

- 25      Applicant:                      Belton Tennis Association  
             Project:                      Five Tennis Tournaments  
             Duration:                      October 2022-May 2024  
             Description:                   The Palmetto Championships is the largest junior tennis tournament in South Carolina. Entries for next year's event are expected to be more than 350 players, with most players bringing 2 to 3 people with them. ATAX funding will be used for advertising, promotions and billboards. BTA will also host the Hall of Fame Classic, Belton Fall Championships, Tennis on Campus & Special Populations Unified Doubles.
- FY 23 Allocation:**        \$7,000  
             **FY 24 Request:**        \$9,000  
             **County Staff:**            \$8,000  
             **Committee:**              \$8,000  
             **Council:**                 \$
- 26      Applicant:                      Cancer Assn. of Anderson  
             Project:                      Hot Air Affair  
             Duration:                      9/1-4/23  
             Description:                      Applicant didn't submit a budget. In the narrative, social media promotion is the only item eligible for ATAX. Porta-Potties, Meals & Lodging for Pilots aren't eligible. Newspaper ads are listed, but nothing showing which publications were used, so it can't be determined if these ads reached tourists.
- FY 23 Allocation:**        N/A  
             **FY 24 Request:**        \$49,000  
             **County Staff:**            \$1,000  
             **Committee:**              \$1,000  
             **Council:**                 \$
- 27      Applicant:                      City of Anderson  
             Project:                      Holiday Ice  
             Duration:                      12/1/23-12/31/23  
             Description:                      ATAX would fund billboard & social media advertising to tourists.
- FY 23 Allocation:**        \$1,500  
             **FY 24 Request:**        \$2,000  
             **County Staff:**            \$1,000  
             **Committee:**              \$1,000  
             **Council:**                 \$
- 28      Applicant:                      City of Anderson  
             Project:                      Soiree  
             Duration:                      4/26/27/24  
             Description:                      ATAX would fund billboards, social media advertising to tourists, print ads in SC, GA & NC & radio ads.
- FY 23 Allocation:**        N/A  
             **FY 24 Request:**        \$12,000  
             **County Staff:**            \$3,000  
             **Committee:**              \$5,000  
             **Council:**                 \$

- 29      Applicant:                    Clemson Little Theatre  
           Project:                    Annual Advertising Budget  
           Duration:                   9/1/23-8/31/24  
           Description:                ATAX would fund promotional mailings, new season brochures social media & radio ads. No information was provided on potential tourist attendance.
- FY 23 Allocation:**        N/A  
           **FY 24 Request:**           \$1,000  
           **County Staff:**            \$0  
           **Committee:**               \$500  
           **Council:**                   \$
- 30      Applicant:                    Discover Upcountry Carolina Assn.  
           Project:                    Advertising & Marketing  
           Duration:                    10/1/23-9/30/24  
           Description:                ATAX would fund print Ads to tourists in publications including Southern Living, SE Travel Guide & Woman's Day. ATAX would also fund digital ads, trade shows & press tours.
- FY 23 Allocation:**        \$5,000  
           **FY 24 Request:**           \$25,000  
           **County Staff:**            \$10,000  
           **Committee:**               \$10,000  
           **Council:**                   \$
- 31      Applicant:                    Downtown Business Assn. of Anderson  
           Project:                    Welcome to Downtown Anderson  
           Duration:                    1/1/24-12/31/27  
           Description:                Applicant didn't submit a budget. The narrative describes a website & billboards in Atlanta & Charlotte, but no costs are assigned to either.
- FY 23 Allocation:**        N/A  
           **FY 24 Request:**           \$14,000  
           **County Staff:**            \$0  
           **Committee:**               \$0  
           **Council:**                   \$
- 32      Applicant:                    Electric City & Prickly Fingers Quilt Guilds  
           Project:                    Quilt Show Promotion 2024  
           Duration:                    7/19-20/24  
           Description:                It seeks ATAX to fund advertising flyers & ads in quilting magazines. 800 guests are projected. The attached budget only shows \$300 in eligible expenses.
- FY 23 Allocation:**        N/A  
           **FY 24 Request:**           \$1,000 (\$300 Eligible)  
           **County Staff:**            \$300  
           **Committee:**               \$300  
           **Council:**                   \$

- 33      Applicant:                    Town of Honea Path  
             Project:                    Honea Path Fall Festival  
             Duration:                   10/13/14/23  
             Description:                Applicant requests ATAX for Tourist Shuttle Transportation (\$1,000), Print Ads to tourists (\$1,000), Municipal Services to Serve Tourists (\$2,300)  
             **FY 23 Allocation:**        N/A  
             **FY 24 Request:**          \$4,300  
             **County Staff:**            \$2,000  
             **Committee:**             \$2,000  
             **Council:**                \$
- 34      Applicant:                    Town of Honea Path  
             Project:                    Honea Path's July 4<sup>th</sup> Celebration  
             Duration:                   6/28/24  
             Description:                Applicant requests ATAX for Tourist Shuttle Transportation (\$750), Print & Billboard Ads to tourists (\$2,800), Municipal Services to Serve Tourists (\$1,550) & Cooling Fans for Tourists (\$300: not eligible).  
             **FY 23 Allocation:**        N/A  
             **FY 24 Request:**          \$5,400 (\$5,100 eligible)  
             **County Staff:**            \$2,000  
             **Committee:**             \$5,000  
             **Council:**                \$
- 35      Applicant:                    Town of Honea Path  
             Project:                    Welcome Center Brochure Promoting Honea Path  
             Duration:                   11/23-5/24  
             Description:                Applicant requests ATAX to create 8,000 rack cards promoting the town for placement in the 11 SC Welcome Centers.  
             **FY 23 Allocation:**        N/A  
             **FY 24 Request:**          \$1,580  
             **County Staff:**            \$1,580  
             **Committee:**             \$1,580  
             **Council:**                \$
- 36      Applicant:                    Iva Community Recreation Assn.  
             Project:                    Dixie State Softball Championships  
             Duration:                   July 2024  
             Description:                Iva Rec. will host championships for 32 teams in four age groups: 8u, 10u, 12u & 15u. The economic impact will be \$1 million. ATAX will fund advertising to tourists and law enforcement & municipal services for tourists.  
             **FY 23 Allocation:**        N/A  
             **FY 24 Request:**          \$25,000  
             **County Staff:**            \$17,087  
             **Committee:**             \$17,087  
             **Council:**                \$

- 37      Applicant:              Lake Hartwell Country  
Project:                      Marketing for Anderson County  
Duration:                    9/23-4/24  
Description:                ATAX would fund ads in *The Angler Magazine & Bob Redfern Outdoors Magazine* TV show.
- FY 23 Allocation:      \$5,000**  
**FY 24 Request:        \$16,950**  
**County Staff:         \$10,000**  
**Committee:            \$10,000**  
**Council:               \$**
- 38      Applicant:              Main Street Program of Anderson  
Project:                      Regional Promotion  
Duration:                    8/1/23-7/31/24  
Description:                It estimates 1,560 tourists visit annually, with 780 staying overnight. ATAX would pay for social media ads to people more than 50 miles from Anderson.
- FY 23 Allocation:      \$3,371**  
**FY 24 Request:        \$6,000**  
**County Staff:         \$3,000**  
**Committee:            \$3,000**  
**Council:               \$**
- 39      Applicant:              Main Street Program of Anderson  
Project:                      Day B4 Father's Day Car Show  
Duration:                    6/15/24  
Description:                ATAX would pay for social media ads to people more than 50 miles from Anderson. It estimates last year's show attracted 500 cars & 18,000 visitors.
- FY 23 Allocation:      \$4,200**  
**FY 24 Request:        \$5,000**  
**County Staff:         \$3,000**  
**Committee:            \$3,000**  
**Council:               \$**
- 40      Applicant:              Meals on Wheels-Anderson  
Project:                      Hartwell Lake Charity Run  
Duration:                    6/6-8/24  
Description:                Applicant projects 150 room nights. 111 boats participated last year. ATAX would pay for online advertising to reach boat enthusiasts and billboards. The event is based at Green Pond Landing.
- FY 23 Allocation:      \$1,000**  
**FY 24 Request:        \$1,000**  
**County Staff:         \$1,000**  
**Committee:            \$1,000**  
**Council:               \$**

- 41      Applicant:                Mill Town Players  
             Project:                Season 10 Brochures  
             Duration:                September 2023  
             Description:              Rack cards promoting their 2023-24 season in SC Welcome Centers. 409 tourists attended their last season of plays. Best app. I've ever received from a theatre group!
- FY 23 Allocation:**        \$1,438.96  
**FY 24 Request:**            \$1,783  
**County Staff:**            \$1,783  
**Committee:**              \$1,783  
**Council:**                 \$
- 42      Applicant:                Pendleton Historic Foundation  
             Project:                Comprehensive Advertising Campaign  
             Duration:                9/23-8/24  
             Description:              ATAX would fund print ads in these publications: UpCountry SC Visitor Guide, Bassmaster Magazine, Blue Ridge Country Magazine & Cave Spring.
- FY 23 Allocation:**        \$3,000  
**FY 24 Request:**            \$4,170  
**County Staff:**            \$4,000  
**Committee:**              \$4,000  
**Council:**                 \$
- 43      Applicant:                Pendleton Historic Foundation  
             Project:                Historic Guardhouse Visitor Center Enhancement  
             Duration:                9/23-8/24  
             Description:              ATAX would fund Landscaping (\$984), Guttering (\$1,577), Painting (\$1,850) & Signage (\$750). The Guard House has been certified by SCPRT's Front Porch Program.
- FY 23 Allocation:**        N/A  
**FY 24 Request:**            \$5,161  
**County Staff:**            \$4,000  
**Committee:**              \$4,000  
**Council:**                 \$
- 44      Applicant:                SC Jersey Assn.  
             Project:                Clemson Spring Dairy Show  
             Duration:                3/21-24/24  
             Description:              The show attracts 480 attendees from 12 states & projects 195 room nights. ATAX would fund on-line advertising to increase out-of-state participation.
- FY 23 Allocation:**        N/A  
**FY 24 Request:**            \$3,500  
**County Staff:**            \$3,000  
**Committee:**              \$3,500  
**Council:**                 \$

- 45      Applicant:                    T. Ed Garrison Arena & Expo Center  
             Project:                    Expo Center Sports Advertising  
             Duration:                    September 2023-August 2024  
             Description:                They're requesting money for advertising in regional & national sporting event publications. Events at the Arena generate thousands of hotel room nights annually and its economic impact is \$8.9 million dollars.
- FY 23 Allocation:**        \$3,000  
             **FY 24 Request:**        \$10,000  
             **County Staff:**            \$4,000  
             **Committee:**            \$4,000  
             **Council:**                \$
- 46      Applicant:                    T. Ed Garrison Arena & Expo Center  
             Project:                    Expo Center Advertising  
             Duration:                    September 2023-August 2024  
             Description:                ATAX would fund an ad in the November '23 issue of Sports Destination Management Magazine. This issue focuses on the equine show industry.
- FY 23 Allocation:**        N/A  
             **FY 24 Request:**        \$8,000  
             **County Staff:**            \$8,000  
             **Committee:**            \$8,000  
             **Council:**                \$
- 47      Applicant:                    T. Ed Garrison Arena & Expo Center  
             Project:                    Garrison Arena Police & EMS Coverage  
             Duration:                    September 2023-August 2024  
             Description:                ATAX would fund Law Enforcement & EMS to Serve Tourists attending youth livestock-based events in the complex. It wouldn't be used to pay for these services at entertainment events.
- FY 23 Allocation:**        N/A  
             **FY 24 Request:**        \$10,000  
             **County Staff:**            \$0  
             **Committee:**            \$0  
             **Council:**                \$
- 48      Applicant:                    Upstate Heritage Quilt Trail  
             Project:                    Quilt Trail Promotion  
             Duration:                    10/23-8/24  
             Description:                It seeks ATAX to fund & distribute a rack card to visitor centers (\$1,430), a web-based tour app (\$249) & social media ads (\$249).
- FY 23 Allocation:**        \$1,000  
             **FY 24 Request:**        \$1,661  
             **County Staff:**            \$1,000  
             **Committee:**            \$1,000  
             **Council:**                \$



- 49      Applicant:                Williamston Springwater Committee  
Project:                        Springwater Festival  
Duration:                      8/25-26/23  
Description:                  5,000 attended this year's event. ATAX would fund: Billboards (\$1,700) & a statewide print ad (\$300).  
**FY 23 Allocation:**        \$2,000  
**FY 24 Request:**          \$2,000  
**County Staff:**            \$2,000  
**Committee:**              \$2,000  
**Council:**                 \$
- 50      Applicant:                Williamston Springwater Committee  
Project:                        Williamston Christmas Park  
Duration:                      11/26/23-1/1/24  
Description:                  Lighted displays throughout the Christmas season draw 6,000-10,000 visitors from the area and across the Upstate. ATAX funds will be used for billboards (\$650) and a rack card in SC Welcome Centers (\$150).  
**FY 23 Allocation:**        \$650  
**FY 23 Request:**          \$800  
**County Staff:**            \$800  
**Committee:**              \$800  
**Council:**                 \$

**For more information regarding this year's funding recommendations, please contact Glenn Brill, Parks, Recreation & Tourism Division Director at 260-1092.**

**BOARDS, COMMITTEES AND COMMISSIONS  
APPLICATION**

Please complete this application in its entirety and return to the address below:

Anderson County Council  
c/o Clerk to Council  
P. O. Box 8002  
Anderson, SC 29622

All applications will be considered by County Council and appointees will be mailed written confirmation of Council's decision.

Name: Rinny Pinkey h.  
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. Library
2. \_\_\_\_\_
3. \_\_\_\_\_

Physical Address and Mailing Address, if different:

\_\_\_\_\_ Physical  
same as above Mailing

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Preferred method of contact: text

County Council District: 2 GED Equivalent: Yes or No

Highest Level of Education: some college High School Grad: Yes or No

College Attended: Johnson C. Smith Un. Degree: NO

Address of College: 100 Beathes Ford Rd. Char.

Employment History:

COMPANY	POSITION	EMPLOYMENT DATES
<u>Chick Fil A</u>	<u>Lead Cashier</u>	<u>2/98 - 5/02</u>
<u>Harder's</u>	<u>Asst. Mgr.</u>	<u>5/97 - 1/98</u>
<u>West Hart Stevens</u>	<u>Packer</u>	<u>9/96 - 9/97</u>
<u>Pinkey R. Rinny</u>		<u>10-9-2023</u>
Signature of Applicant		Date

Recommendation of Council: \_\_\_\_\_



## RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1-7

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:

Anderson Chapter National Federation of the Blind

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

\$ 3,500.00

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

Christmas Dinner and Venue Location

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: Ann Berry

Mailing Address: 214-A Lee Street

Phone Number: 864-221-1957

Email: berryannelea@gmail.com

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

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

Ann B Berry  
Signature

Print Name

10/3/23  
Date



# Recreation Fund Appropriations Form

Anderson County Council Clerk P. O. Box 8002 Anderson, SC 29622

Email: [lacroegaert@andersoncountysc.org](mailto:lacroegaert@andersoncountysc.org)

Fax: 864-260-4356

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM: 2 & 1

1. Name of entity requesting recreation fund appropriation:

Broadway Fire Dept.

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

\$ 5000 from District # 1

\$ 5000 from District # 2

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

Roof Repairs and damage repairs at both Stations

1704 Speedway Dr - District #2

101 Wentzky circle - District # 1

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: Buel Callahan (Johnny Callahan)

Mailing Address: PO Box 13631 Anderson SC 29624

Phone Number: 864-395-8463

Email: JohnnyCallahan@gmail.com

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

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

Johnny Callahan

Signature

Johnny Callahan

Print Name

9/28/23

Date



## RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 6

**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:  
Piedmont Public Service District
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):  
\$ 1,200
3. The purpose for which the funds are being requested:  
Christmas lights for Piedmont
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.  
N/A
5. Contact Person: Craig Lawless  
Mailing Address: PO Box 57 Piedmont, SC 29673  
Phone Number: (864) 940-0832  
Email: pfd216@hotmail.com
6. Statement as to whether the entity will be providing matching funds:  
NONE

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

Craig Lawless  
Print Name

10/6/23  
Date

**Anderson County Building & Codes**  
**Monthly Activity Report**  
**Sep-23**

<b>Total Number Permit Transactions:</b>	<b>1047</b>	
<i>New Single Family:</i>	<i>76</i>	
<i>New Multi-Family:</i>	<i>8</i>	
<i>Residential Additions/Upgrades:</i>	<i>18</i>	
<i>Garages/Barns/Storage:</i>	<i>21</i>	
<i>New Manufactured Homes:</i>	<i>17</i>	
<i>New Commercial:</i>	<i>5</i>	
<i>Commercial Upfits/Upgrades:</i>	<i>5</i>	
<i>Courtesy Permits/Fees Waived:</i>	<i>3</i>	<i>(See Attached)</i>

**Inspection Activity:**

<i>Citizens Inquiries:</i>	<i>14</i>	<i>(Includes Updating Sub-Standard Cases)</i>
<i>(New &amp; Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>		
<i>Tall Grass Complaints (New and Follow Ups):</i>		
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<i>892</i>	
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<i>5</i>	
<i>Manufactured Home Inspections:</i>	<i>70</i>	
<b>Total Number of Inspections (Site Visits) for Department:</b>	<b>981</b>	

**Reviews/Misc. Activity:**

<i>Plans Reviewed:</i>	<i>96</i>	<i>(Includes preliminary consultations, resubmittals and solar)</i>
<i>Mech/Elec/Plumb Reviews:</i>	<i>28</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>\$350.00</i>
<i>Plan Review Revenue:</i>	<i>\$54,318.30</i>

**Total Revenue For The Month:** **\$239,542.80**

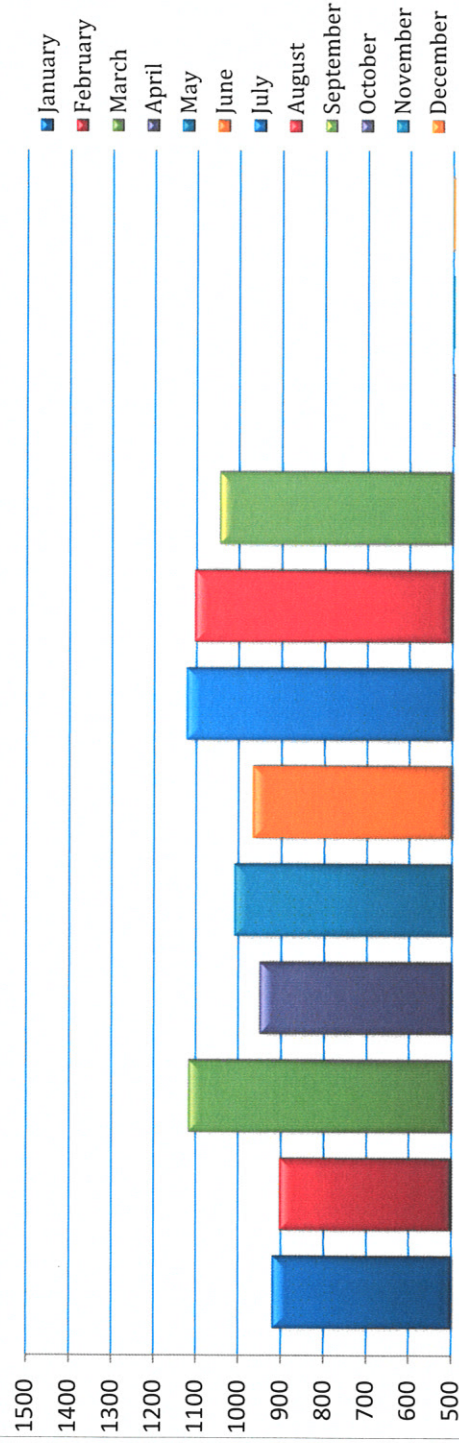


# Anderson County Building & Codes

## 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	254	311	179	164	77	15	12	35	1047
October									0
November									0
December									0
<b>Total</b>	<b>2332</b>	<b>2614</b>	<b>1423</b>	<b>1480</b>	<b>711</b>	<b>141</b>	<b>99</b>	<b>350</b>	<b>9150</b>

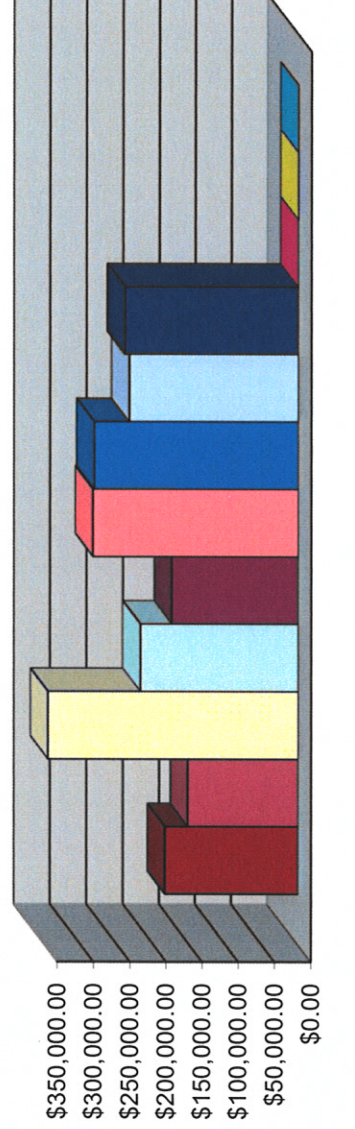
Permits Issued



## 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	\$107,353.00	\$32,899.50	\$14,124.00	\$22,516.00	\$5,957.00	\$1,125.00	\$900.00	\$54,668.30	\$239,542.80
October									\$0.00
November									\$0.00
December									\$0.00
<b>Total</b>	<b>\$1,191,142.40</b>	<b>\$263,507.50</b>	<b>\$133,550.00</b>	<b>\$178,785.50</b>	<b>\$43,941.00</b>	<b>\$7,350.00</b>	<b>\$7,050.00</b>	<b>\$285,248.20</b>	<b>\$2,110,574.60</b>

**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:

**Sep-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. (a)	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, <b>detached</b> <i>Exclude mobile homes</i>		101	76	76	\$24,959,450			
Single-family houses, <b>attached</b> - Separated by ground to roof wall, - No unites above or below, and - Separate heating systems & utility meters		102	4		\$770,280			
Two-family buildings		103	4		\$744,400			
Three-and four-family buildings		104						
Five-or-more family buildings		105						
<b>TOTAL: Sum of 101-105</b>		109	84	76	\$26,474,130	0	0	\$0.00
Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No. (a)	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 (transient accommodations only)		213						
Other non-housekeeping shelter		214						
Section 3	NEW NONRESIDENTIAL BUILDINGS	Item No. (a)	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						
Service stations and repair garages		322						
Hospitals and institutional		323						
Offices, banks, and professional		324	2		\$1,594,594			
Public works and utilities		325						
Schools and other educational		326						
Stores and customer services		327	3		\$229,140			
Other nonresidential buildings		328	13		\$398,543			
Structures other than buildings		329	11		\$810,690			
Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No. (a)	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 - Classify additions of garages and carports in Item 438		434	18		\$1,261,970			
Nonresidential and non-housekeeping		437	5		\$1,361,777			
Additions of residential garages and carports (attached and detached)		438	8		\$1,266,512			
Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No. (a)	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	6					
Two-family buildings		646						
Three-and four-family buildings		647						
Five-or-more family buildings		648						
All other buildings, structures or mobile homes		649	10					

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
MOD 702	COURTESY PERMIT/NO CHARGE			
202302933	9/07/2023	203,449.00	ANDERSON COUNTY	ANDERSON CO EXIT 14 PUMP STATI
202303175	9/28/2023	2,500.00	YMCA OF ANDERSON	YMCA DUCKWORTH/SPORTS LIGHTING
202303176	9/28/2023	1,000.00	YMCA OF ANDERSON	YMCA DUCKWORTH/SPORTS LIGHTING

TOTALS:

3206,949.00

Council Meeting: October 17, 2023

**Information Only:**

Attached transfers have been posted to General Ledger. This is notice to Council of the processed transfers.

Transfers FY 2022-2023

FY 22.23  
BU 000040  
RG 00000051

## BUDGET TRANSFER

DIVISION:

Council

DEPARTMENT:

Council

FROM:	TO:	AMOUNT:
TITLE <u>PHOTOCOPY EQUIPMENT MAINT</u> ACCT.# <u>001-5011-000-347</u> 510000 531250	TITLE <u>ADVERTISING</u> ACCT# <u>001-5011-000-201</u> 510000 522400	<u>1,500.00</u>
TITLE <u>PHOTOCOPY EQUIPMENT MAINT</u> ACCT.# <u>001-5011-000-347</u> 510000 531250	TITLE <u>FOOD</u> ACCT# <u>001-5011-000-215</u> 510000 521900	<u>620.00</u>
TITLE <u>PHOTOCOPY EQUIPMENT MAINT</u> ACCT# <u>001-5011-000-347</u> 510000 531250	TITLE <u>AWARDS AND RECOGNITIONS</u> ACCT# <u>001-5011-000-217</u> 510000 521600	<u>400.00</u>
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	_____
TITLE _____ ACCT.# _____	TITLE _____ ACCT# _____	_____
Total		2,520.00

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

REASON:

Advertising - Notices for Public Hearings, Council meetings and etc.  
Food - Food and drinks during meetings  
Awards & Recognitions - Appreciation gift for out-going Council member

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

*Renee Watts*

DATE:

*9/18/23*

DIVIS HEAD:

DATE:

*9-20-23*

FINANCE:

*[Signature]*

DATE:

*9-28-23*

ADMINISTRATOR:

*[Signature]*  
1015

DATE:

*9/29 6-30*

Journal Entry #



FY 22-23

**BUDGET TRANSFER**

DIVISION:

Elected Official

DEPARTMENT:

Auditor

FROM:

TO:

AMOUNT:

TITLE SALARIES - TEMP/PART TIME  
 ACCT.# 001-5041-000-102  
510150 511020

TITLE SUPPLIES - DATA PROCESSIN  
 ACCT# 001-5041-000-287 6,500.00  
510150 523225

TITLE SALARIES - TEMP/PART TIME  
 ACCT.# 001-5041-000-102  
510150 511020

TITLE PHOTOCOPY EQUIPMENT MAINT  
 ACCT# 001-5041-000-347 85.00  
510150 531250

TITLE \_\_\_\_\_  
 ACCT# \_\_\_\_\_

TITLE \_\_\_\_\_  
 ACCT# \_\_\_\_\_

TITLE \_\_\_\_\_  
 ACCT.# \_\_\_\_\_

TITLE \_\_\_\_\_  
 ACCT# \_\_\_\_\_

TITLE \_\_\_\_\_  
 ACCT.# \_\_\_\_\_

TITLE \_\_\_\_\_  
 ACCT# \_\_\_\_\_

Total 6,585.00

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

REASON:

Data Processing - Printing services for monthly bills

Photocopier - Contract as higher than expected

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

DATE:

1015 1015

9/29 6/30

FY 22-23

**BUDGET TRANSFER**

DIVISION:

Elected Official

DEPARTMENT:

Treasurer

FROM:

TO:

AMOUNT:

TITLE SERVICE CONTRACTS  
 ACCT.# 001-5042-000-375  
510180 531400

TITLE POSTAGE  
 ACCT# 001-5042-000-243  
510180 522600 3,500.00

TITLE \_\_\_\_\_  
 ACCT.# \_\_\_\_\_

TITLE \_\_\_\_\_  
 ACCT# \_\_\_\_\_

TITLE \_\_\_\_\_  
 ACCT# \_\_\_\_\_

TITLE \_\_\_\_\_  
 ACCT# \_\_\_\_\_

TITLE \_\_\_\_\_  
 ACCT.# \_\_\_\_\_

TITLE \_\_\_\_\_  
 ACCT# \_\_\_\_\_

TITLE \_\_\_\_\_  
 ACCT.# \_\_\_\_\_

TITLE \_\_\_\_\_  
 ACCT# \_\_\_\_\_

Total 3,500.00

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

REASON:

Mailing of tax notices

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

DATE:

9-18-23

9-20-23

9-28-23

9/29 6/30

1015

## BUDGET TRANSFER

**DIVISION:** Administration

DEPARTMENT: Finance

**FROM:**

**TO:**

**AMOUNT:**

TITLE	PHOTOCOPY EQUIPMENT MAINT
ACCT.#	001-5043-000-347
	510210 531250

TITLE	PRINTING	
ACCT#	001-5043-000-245	2,000.00
	510210 523075	

TITLE	MANAGEMENT CONSULTING
ACCT.#	001-5043-000-339
	510210 531150

TITLE	<u>SUPPLIES - OFFICE</u>	
ACCT#	<u>001-5043-000-269</u>	<u>2,650.00</u>
	510210 523025	

**TITLE** \_\_\_\_\_  
**ACCT#** \_\_\_\_\_

**TITLE** \_\_\_\_\_  
**ACCT#** \_\_\_\_\_

**TITLE** \_\_\_\_\_  
**ACCT.#** \_\_\_\_\_

**TITLE** \_\_\_\_\_  
**ACCT#** \_\_\_\_\_

**TITLE** \_\_\_\_\_  
**ACCT.#** \_\_\_\_\_

TITLE \_\_\_\_\_  
ACCT# \_\_\_\_\_

<b>Total</b>	<b>4,650.00</b>
--------------	-----------------

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

**REASON:**

**Printing - Budget and CAFR covers, envelopes and etc.**

**Office Supplies - Tablets, updating office chairs, copy paper, ink cartridges**

**Is this transfer within your department?**

(Circle One)      **Yes**      **No**

**Is this transfer within your division?**

(Circle One)      **Yes**      **No**

DEPT. HEAD: *He / m*

DATE: 9.20.23

DIVIS HEAD:

DATE: \_\_\_\_\_

**FINANCE:** 

DATE: 9 20 63

ADMINISTRATOR: \_\_\_\_\_

DATE: 9-28-43

Journal Entry # 1015

DATE: 9/27 6/5D



FY 22.23

## BUDGET TRANSFER

DIVISION: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

Development Standards

FROM:

TO:

AMOUNT:

TITLE PROFESSIONAL SERVICES  
ACCT.# 001-5069-000-304  
510690 531100

TITLE POSTAGE  
ACCT# 001-5069-000-243  
510690 522600 1,000.00

TITLE \_\_\_\_\_  
ACCT.# \_\_\_\_\_

TITLE \_\_\_\_\_  
ACCT# \_\_\_\_\_

TITLE \_\_\_\_\_  
ACCT# \_\_\_\_\_

TITLE \_\_\_\_\_  
ACCT# \_\_\_\_\_

TITLE \_\_\_\_\_  
ACCT.# \_\_\_\_\_

TITLE \_\_\_\_\_  
ACCT# \_\_\_\_\_

TITLE \_\_\_\_\_  
ACCT.# \_\_\_\_\_

TITLE \_\_\_\_\_  
ACCT# \_\_\_\_\_

Total

1,000.00

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

REASON:

Mailing of notices for changes coming to communities

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

DATE:

## BUDGET TRANSFER

**DIVISION:** Administration

DEPARTMENT: Economic Development

<b>FROM:</b>		<b>TO:</b>	<b>AMOUNT:</b>
TITLE	<u>MANAGEMENT CONSULTING</u>	TITLE	<u>MEALS</u>
ACCT.#	<u>001-5031-000-339</u>	ACCT#	<u>001-5031-000-236</u>
	540000 531150		540000 521100
			<u>11,900.00</u>
 TITLE	 <u>MANAGEMENT CONSULTING</u>	 TITLE	 <u>SUPPLIES - OFFICE</u>
ACCT.#	<u>001-5031-000-339</u>	ACCT#	<u>001-5031-000-289</u>
	540000 531150		540000 523025
			<u>1,300.00</u>
 TITLE	 <u>MANAGEMENT CONSULTING</u>	 TITLE	 <u>FUEL AND OIL</u>
ACCT#	<u>001-5031-000-339</u>	ACCT#	<u>001-5031-000-216</u>
	540000 531150		540000 525400
			<u>4,600.00</u>
 TITLE	 _____	 TITLE	 _____
ACCT.#	_____	ACCT#	_____
 TITLE	 _____	 TITLE	 _____
ACCT.#	_____	ACCT#	_____
		Total	<u>17,800.00</u>

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

**REASON:**

**Meals - Breakfast\lunch meetings with recruits, and industries**

Office Supplies - Rollup Banner Stands, Laminated Copies, cartridges

**Fuel and Oil - Meeting and travel around town**

**Is this transfer within your department?** (Circle One) **Yes** **No**

Is this transfer within your division? (Circle One) Yes No

**DEPT. HEAD:**

#### DIVIS HEAD:

**FINANCE:****ADMINISTRATOR:****Journal Entry #**

DATE:

DATE:

DATE:

DATE: \_\_\_\_\_

**DATE:**

FY 22.23

## BUDGET TRANSFER

DIVISION: Sheriff

DEPARTMENT: Detention Center

FROM:		TO:		AMOUNT:
TITLE	<u>SALARIES - FULL TIME</u>	TITLE	<u>REPAIRS TO EQUIPMENT</u>	
ACCT.#	<u>001-5141-000-101</u>	ACCT#	<u>001-5141-000-251</u>	<u>5,500.00</u>
	<u>520100 511010</u>		<u>520100 524200</u>	
TITLE	_____	TITLE	_____	
ACCT.#	_____	ACCT#	_____	
TITLE	_____	TITLE	_____	
ACCT.#	_____	ACCT#	_____	
TITLE	_____	TITLE	_____	
ACCT.#	_____	ACCT#	_____	
TITLE	_____	TITLE	_____	
ACCT.#	_____	ACCT#	_____	
Total				5,500.00

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

### REASON:

Work to upgrade our older equipment to keep in service

Is this transfer within your department?

(Circle One) Yes No

Is this transfer within your division?

(Circle One) Yes No

DEPT. HEAD: CB

DATE: 9/19/23

DIVIS HEAD: \_\_\_\_\_

DATE: \_\_\_\_\_

FINANCE: [Signature]

DATE: 9-27-23

ADMINISTRATOR: \_\_\_\_\_

DATE: 9-28-23

Journal Entry # 1015

DATE: 9/29 6/30



## BUDGET TRANSFER

**DIVISION:** Appointed

DEPARTMENT: Registration and Elections

**FROM:**

**TO:**

**AMOUNT:**

TITLE	SALARIES - TEMP/PART TIME
ACCT.#	001-5081-000-102
	510630 511020

TITLE	COMPUTER EQUIPMENT MAINTENANCE	
ACCT#	001-5081-000-305	19,000.00
	510630 533000	

**TITLE** \_\_\_\_\_  
**ACCT.#** \_\_\_\_\_

TITLE \_\_\_\_\_  
ACCT# \_\_\_\_\_

**TITLE** \_\_\_\_\_  
**ACCT#** \_\_\_\_\_

TITLE \_\_\_\_\_  
ACCT# \_\_\_\_\_

TITLE \_\_\_\_\_  
ACCT.# \_\_\_\_\_

TITLE \_\_\_\_\_  
ACCT# \_\_\_\_\_

TITLE	
ACCT.#	

TITLE \_\_\_\_\_  
ACCT# \_\_\_\_\_

<b>Total</b>	<b>19,000.00</b>
--------------	------------------

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

**REASON:**

### **Maintenance of Election equipment**

**Is this transfer within your department?**

(Circle One) Yes No

**Is this transfer within your division?**

(Circle One)      Yes      No

DEPT. HEAD: James K. Deane  
DIVIS HEAD: James L. Deane  
FINANCE: James  
ADMINISTRATOR: James

DATE: 9-21-23  
DATE: 9-21-23  
DATE: 9-27-23  
DATE: 9-28-23

**Journal Entry #**

DATE: 9/29 (6/30)

# All Project Report - September 30th 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 Merrill

Date: 10-03-23

Certified by: Neil Carney

*News* Date 10/11/23

Approved Date	Project	Projects/Towns-Cities/Other		Total Spent to Date	Completion Date
		Scope	Appropriated Amount		
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 Williamston	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 September 30th, 2023**

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

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

		Projects/Town-Cities/Other		
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date
	City of Anderson	-	\$0.00	\$0.00
11/2/2016	Civic Center	Upgrade roads, landscaping	\$56,306.16	\$56,306.16
				incomplete
1/16/2018	Oak Hill Drive Traffic Control	Radar sign & reflectors	\$3,903.03	\$3,903.03
				incomplete
	Totals		\$60,209.19	\$60,209.19

		<b>District 1 Paving Plan</b>			
<b>Approval Date</b>	<b>Project</b>	<b>Scope</b>	<b>Appropriated Amount</b>	<b>Total Project Spent To-Date</b>	<b>Completion Date</b>
All monies now in account 000					
<b>Totals:</b>			\$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 September 30th, 2023.

Prepared By: Amy Merritt Roads &amp; Bridges

Roads & Bridges	<u>Amy Merrill</u>
Date	<u>October 3, 2023</u>

Certified By: Neil Carney      Neil Carney

Neil Carney  
Date 10/11/23

Nov 2  
10/11/23

**Through September 30th, 2023**

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

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

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

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

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of September 30th, 2023

Prepared By: Amy Merritt Roads &amp; Bridges

Amy Merrill

Date \_\_\_\_\_

October 3, 2023

**Certified by: Neil Carney**

Neil Carney

Date \_\_\_\_\_

Nov 2  
10/11/23



Through September 30th, 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

		Projects/Towns&Cities/Other		
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date
8/8/2013	Town of Iva (6/4/19 rel \$20K)	Grading/Drainage	\$45,000.00	\$26,352.74
7/7/2015	Town of Iva	Grading/Drainage	\$16,250.00	\$0.00
7/7/2015	Town of Siart	Grading/Drainage	\$8,000.00	\$6,013.56
6/4/2019	City of Belton	Grading/Drainage		\$0.00
	Totals		\$69,250.00	\$32,366.30

		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 September 30th, 2023

Prepared By: Amy Merritt

## Roads and Bridges

*Amy Merritt*

October 3, 2023

**Certified By: Neil Carney**

Neil Carney

News

10/11/23

Through September 30th, 2023

FY18-19 Budget includes Carry-forward from FY17-18 Budget	\$12,455.00
Committed	\$12,455.00
AVAILABLE	\$11,596.16

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

[illegible]

		<b>District 4 Paving Plan</b>			
<b>Approval Date</b>	<b>Project</b>	<b>Scope</b>	<b>Appropriated Amount</b>	<b>Total Project Spent To-Date</b>	<b>Completion Date</b>
All monies moved to account 000					
<b>Totals:</b>			\$0.00	\$0.00	

Prepared By: Amy Merritt  
Roads & Bridges  
Date

Certified By: Neil Carney      Neil Carney

Date \_\_\_\_\_

Amy Merrill  
October 3, 2023  
New &  
10/11/23

Through September 30th, 2023

FY18-19 Budget includes Carry-forward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

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

<b>Projects/Township/Cities/Other</b>					
<b>Approval Date</b>	<b>Project</b>	<b>Scope</b>	<b>Appropriated Amount</b>	<b>Total Project Spent To-Date</b>	<b>Completion Date</b>
		<b>Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	

		District 5 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals			\$0.00		\$0.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of September 30th, 2023

Prepared By: Amy Merritt	Roads and Bridges
Date	

Amy Merrill  
October 3, 2023

Certified By: Neil Carney  
Date:

Nov 8  
10/11/23

Through September 30th, 2023

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

**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		Total Project Spent To-Date	Completion Date
		Scope	Appropriated Amount		
<b>Totals:</b>			\$0.00	\$0.00	

<b>District 6 Paving Plan</b>					
<b>Approval Date</b>	<b>Project</b>	<b>Scope</b>	<b>Appropriated Amount</b>	<b>Total Project Spent To-Date</b>	<b>Completion Date</b>
All monies moved to account 000					
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 September 30th, 2023

Prepared By: Amy Merritt Roads and Bridges

**Roads and Bridges** *Amy Merrill*  
**Date** October 3, 2023

**Certified By: Neil Carney**

Neil Carney  
Date

Amy Merrill  
October 3, 2023  
New  
11/23

# District 7 Paving Report

Through September 30th, 2023

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

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			Total Project Spent To-Date	Completion Date
		Scope	Appropriated Amount			
7/7/2015	Town of Honea Path	Grading/drainage	\$48,000.00		\$48,000.00	3/21/2017
10/19/2016	Town of Honea Path	Grading/drainage	\$48,000.00		\$25,627.46	incomplete
11/18/2014	Town of Pelzer	Grading/drainage	\$5,000.00		\$2,812.55	incomplete
7/7/2015	Town of Pelzer	Grading/drainage	\$2,500.00		\$0.00	incomplete
10/19/2016	Town of Pelzer	Grading/drainage	\$17,000.00		\$0.00	incomplete
	Town of West Pelzer	Grading/drainage	\$0.00		\$0.00	
10/19/2016	Town of Williamston	Grading/drainage	\$52,000.00		\$24,579.51	incomplete
	Totals		\$172,500.00		\$101,019.52	

District 7 Paving Plan				Total Project Spent To-Date	Completion Date
Approval Date	Project	Scope	Appropriated Amount		
	All monies moved to account 000				
	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 September 30th, 2023

Prepared By: Amy Merritt

Roads and Bridges

Date

Amy Merritt  
October 3, 2023

Neil Carney  
Date

Neil Carney  
10/11/23

October 10, 2023

DISTRICT 1 - SPECIAL PROJECTS  
001-5829-001-241  
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	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	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23	09/13/23	20174	Anderson University (Bass Fishing Club)	(3,750.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(1,500.00)
09/19/23	09/27/23	20636	Community Workshop Choir (Historical Marker)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
09/19/23	09/27/23	20765	T L Hanna Band Aides Inc. (Transportation for Competitions)	(6,155.00)
10/03/23			Mill Town Players (Auditorium Improvements)	(500.00)

Ending Balance 37,407.23

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: October 10, 2023

October 10, 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	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23	09/13/23	20235	Foothills Community Health Care (Patient Pharmacy Fund)	(1,500.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(500.00)
09/19/23	09/27/23	20636	Community Workshop Choir (Historical Marker)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(2,000.00)
10/03/23			Mill Town Players (Auditorium Improvements)	(500.00)

Ending Balance 55,486.02

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: October 10, 2023

October 10, 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	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23			Mill Town Players (Auditorium Improvements)	(500.00)

Ending Balance 33,018.89

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: October 10, 2023



October 10, 2023

DISTRICT 4 - SPECIAL PROJECTS  
001-5829-004-241  
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	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	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23	09/13/23	20174	Anderson University (Bass Fishing Club)	(3,750.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(1,000.00)
09/19/23			Anderson Co PRT (Hurricane Springs Park Peak Tower Design)	(5,000.00)
09/19/23	09/27/23	20893	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23			Just Jeanie Media Foundation (Educational Purposes)	(200.00)
10/03/23			Mill Town Players (Auditorium Improvements)	(500.00)

Ending Balance 58,195.32

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: October 10, 2023

October 10, 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	46,340.33
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	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(800.00)
09/05/23	09/13/23	20174	Anderson University (Bass Fishing Club)	(2,500.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(1,000.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
09/19/23	09/27/23	20591	Anderson School Dist 4 (Mt Lebanon Elementary Living to serve plan)	(2,500.00)
10/03/23			Mill Town Players (Auditorium Improvements)	(500.00)

Ending Balance 69,040.33

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

Renee Watta, Clerk to Council

DATE: \_\_\_\_\_

Jana W Pressley

Jana Pressley, Assistant Finance Manager

DATE: October 10, 2023

October 10, 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)
08/16/23	08/30/23	1987	CESA Tri County	(3,500.00)
08/16/23	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)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(500.00)
09/19/23			Anderson Co PRT (Hurricane Springs Park Peak Tower Design)	(5,000.00)
09/19/23	09/27/23	20636	Community Workshop Choir (Historical Marker)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23			Mill Town Players (Auditorium Improvements)	(500.00)

Ending Balance 42,494.45

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: October 10, 2023

October 10, 2023

DISTRICT 7 - SPECIAL PROJECTS  
001-5829-007-241  
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	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	09/13/23	20168	Honea Path Free Clinic	(1,000.00)
09/19/23	09/27/23	20765	T L Hanna Band Aides Inc. (Transportation for Competitions)	(500.00)
10/03/23			Mill Town Players (Auditorium Improvements)	(500.00)
10/03/23			Palmetto Fishing Team (Canopy for tournament weigh-ins)	(1,271.96)

Ending Balance 10,228.04

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: October 10, 2023