



**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**REGULAR MEETING**  
**Tuesday, December 19, 2023, at 11:00 a.m.**  
**Anderson County Sports & Entertainment Center**  
**3027 Martin Luther King Jr. Boulevard**  
**Anderson, South Carolina**  
*Chairman Tommy Dunn, Presiding*

**1. CALL TO ORDER**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

Hon. Glenn Davis

**3. APPROVAL OF MINUTES**

minutes not received December 5, 2023

**4. RESOLUTIONS/PROCLAMATION:**

- a. 2023-057:** A Resolution to honor and recognize Charles C. Vaughan's lifetime of service to his community, state, and nation upon the occasion of his 100<sup>th</sup> birthday; and other matters related thereto.

Hon. John Wright, Jr.

**5. CITIZENS COMMENTS**

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

**6. CEMETERY RELOCATION FOR SCHOOL DISTRICT ONE**

West Cox (allotted 10 minutes)

**7. ORDINANCE THIRD READING:**

- a. 2023-042:** An Ordinance to amend the 2016 Anderson County Comprehensive Plan element of the population, economic development workforce, and a new element of resilience and all maps and materials contained therein; and other matters related thereto.

Ms. Alesia Hunter (allotted 5 minutes)

- b. 2023-048:** An Ordinance to provide for the issuance and sale of not exceeding eight million three hundred thousand dollars (\$8,300,000) aggregate principal amount of general obligation bonds of Anderson County, South Carolina, to prescribe the purposes for which the proceeds shall be expended, to provide for the payment therefore, and to provide for other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

**Tommy Dunn**  
Chairman, District Five

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

**Greg Elgin**  
District Three

**M. Cindy Wilson**  
District Seven



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

**Glenn Davis**  
District Two

**Jimmy Davis**  
District Six

**Renee Watts**  
Clerk to Council

**Rusty Burns**  
County Administrator



- c. **2023-046:** 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 Southern Wall Products, Inc. and HV Real Estate, LLC 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 White]

Mr. Burriss Nelson (allotted 5 minutes)

- d. **2023-047:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville counties so as to enlarge the park to include certain property of Southern Wall Products, Inc. and HV Real Estate, LLC; and other matters related thereto. [Project White]

Mr. Burriss Nelson (allotted 5 minutes)

- e. **2023-049:** An Ordinance authorizing (1) The execution and delivery of a fee in lieu of tax and incentive agreement by and between Anderson County, South Carolina (The "County") and Advanced Metalworks LLC, (previously identified by the county as Project Chauga), including any affiliates, related entities, and sponsor affiliates (collectively, The "Company"), pursuant to which the county shall covenant to accept certain negotiated fees in lieu of ad valorem taxes with respect to the expansion of certain manufacturing facilities in the county (The "Project"); (2) The benefits of a multi-county industrial or business park to be made available to the company and the project and the distribution of revenues generated from the project within the county; (3) Certain special source revenue credits in connection with the project; and (4) other matters relating thereto. [Project Chauga] (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

Mr. Burriss Nelson (allotted 5 minutes)

- f. **2023-050:** An Ordinance authorizing the execution and delivery of a special source revenue credit agreement by and between Anderson County, South Carolina and James M. Simpson and Town Square Development, L.P., formerly known to the county as Project Austin, with respect to special source revenue credits to be applied against fee in lieu of tax payments related to certain investments in the county; and other matters related thereto. (**PUBLIC HEARING THREE MINUTE TIME LIMIT**) [Project Austin]

Mr. Burriss Nelson (allotted 5 minutes)

- g. **2023-051:** An Ordinance to amend an agreement for the development of a Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park. (**PUBLIC HEARING THREE MINUTE TIME LIMIT**) [Project Austin]

Mr. Burriss Nelson (allotted 5 minutes)

**8. ORDINANCE SECOND READING: NONE**

**9. ORDINANCE FIRST READING: NONE**

**10. RESOLUTIONS:**

- a. **2023-058:** A Resolution for Anderson County to maintain funds for its obligation to provide its proportionate share of local match for SCIP Grant Funds to assist in the expansion of Pendleton/Clemson/Anderson wastewater treatment plant; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- b. **2023-059:** A Resolution authorizing the relocation of an abandoned cemetery on real property situate and located in Anderson County on Oak Road, Piedmont, South Carolina 29673; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)



- c. **2023-061:** A Resolution authorizing the approval of a joint amendment to that certain fee in lieu of tax agreement by and among Anderson County, South Carolina (The “County”), Ortec, Inc. (The “Company”) and Pendleton Land Holdings, LLC (The “Landlord”) dated as of December 6, 2016 (As Amended) and that certain infrastructure finance agreement by and among The County, The Company and The Landlord dated as of December 6, 2016 (As Amended); extending the project period and investment period thereunder; authorizing the issuance of certain special source revenue credits thereunder; reducing the jobs requirement thereunder; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

**11. CHANGE ORDERS/BID APPROVALS:**

- a. Bid #24-014 Tracked Loader

**12. APPROVAL OF THE 2024 COUNTY COUNCIL MEETING SCHEDULE**

Mr. Tommy Dunn

**13. REPORT FROM FINANCE COMMITTEE MEETING HELD ON DECEMBER 14, 2023**

Mr. Brett Sanders (allotted 10 minutes)

- a. **Resolution No. 2023-060-**A Resolution to approve an intergovernmental agreement between Anderson County and South Carolina Counties’ Property and Liability Trust (“Trust”) for Anderson County to participate in Risk Financing and Risk Sharing Trust; and other matters related thereto.

**14. REQUEST BY COUNCIL:**

- a. Broadway Fire Department-District 1  
b. Palmetto Knights-All Districts  
c. Anderson Area Touchdown Club-Districts 1,3-7

**15. ADMINISTRATOR'S REPORT:**

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

**16. CITIZENS COMMENTS**

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

**17. REMARKS FROM COUNCIL**

**18. 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 2023-057

# A RESOLUTION TO HONOR AND RECOGNIZE CHARLES C. VAUGHAN'S LIFETIME OF SERVICE TO HIS COMMUNITY, STATE, AND NATION UPON THE OCCASION OF HIS 100<sup>th</sup> BIRTHDAY; AND OTHER MATTERS RELATED THERETO.

**Whereas** Mr. Charles C. Vaughan was born on December 10, 1923, in Jonesville, South Carolina, later moving to Anderson County in 1965 with his wife, the late Evelyn Lancaster Vaughan, to whom he was married for 70 years from their marriage on January 31, 1953 until her death on June 7, 2023; and

**Whereas** Mr. Vaughan entered service during World War II as an enlisted Combat Engineer in the 3<sup>rd</sup> Army in the European Theater on June 9, 1943, and served until his discharge from service on January 4, 1946, as a U.S. Army Staff Sergeant; and

**Whereas** Mr. Vaughan, upon graduating with a degree in agricultural engineering from Clemson University in 1948, was commissioned as a U.S. Air Force Reserve Second Lieutenant on March 22, 1952, serving for 28 years—including leaving for war on February 1, 1953, to serve with the U.S. Air Force in the last six months of the Korean War, after which he served as a United Nations peacekeeper until 1954—and retiring as a Lieutenant Colonel on July 4, 1980; and

**Whereas** Mr. Vaughan worked for the South Carolina Soil Conservation Service from 1955 until his retirement after 28 years in 1983 and is a longtime member of St. John's United Methodist Church in Anderson;

**Now, therefore, be it resolved** this nineteenth day of December 2023, in a meeting duly assembled, that the Anderson County Council hereby expresses its profound gratitude to Mr. Vaughan for his lifetime of service and wishes him a happy 100<sup>th</sup> birthday.

### FOR ANDERSON COUNTY:

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

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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

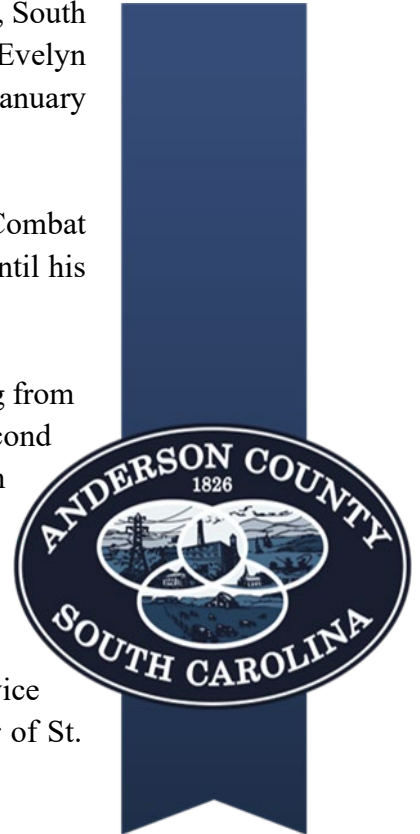
\_\_\_\_\_  
Jimmy Davis  
District Six

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

### ATTEST:

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

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



CHAPTER 43  
Cemeteries

ARTICLE 1  
Removal of Abandoned Cemeteries

Editor's Note

2007 Act No. 113, Section 3, provides as follows:

"Section 27-43-10 through Section 27-43-40 of the 1976 Code are designated as Article 1 of Chapter 43, Title 27 and are entitled 'Removal of Abandoned Cemeteries', and Chapter 43 of Title 27 of the 1976 Code is reentitled 'Cemeteries'."

**SECTION 27-43-10.** Notice of proposed removal; due care required.

A person who owns land on which is situated an abandoned cemetery or burying ground may remove graves in the cemetery or ground to a suitable plot in another cemetery or suitable location if:

(1) It is necessary and expedient in the opinion of the governing body of the county or municipality in which the cemetery or burying ground is situated to remove the graves. The governing body shall consider objections to removal pursuant to the notice under item (2) or otherwise before it approves removal.

(2) Thirty days' notice of removal is given to the relatives of the deceased persons buried in the graves, if they are known. If no relatives are known, thirty days' notice must be published in a newspaper of general circulation in the county where the property lies. If no newspaper is published in the county, notice must be posted in three prominent places in the county, one of which must be the courthouse door.

(3) Due care is taken to protect tombstones and replace them properly, so as to leave the graves in as good condition as before removal.

HISTORY: 1962 Code Section 57-421; 1960 (51) 1906; 1994 Act No. 287, Section 1.

**SECTION 27-43-20.** Removal to plot agreeable to governing body and relatives; determination of suitable plot in case of disagreement.

The plot to which the graves are removed shall be one which is mutually agreeable between the governing body of the county or municipality and the relatives of the deceased persons. If a suitable plot cannot be agreed upon between the parties concerned the matter shall be finally determined by a board of three members which shall be convened within fifteen days after final disagreement on the new location of the plot. The board shall be appointed as follows: One member shall be appointed by the county or municipality, one member shall be appointed by the relatives, and a third member shall be selected by the two. The decision of the board shall be final.

HISTORY: 1962 Code Section 57-422; 1960 (51) 1906.

**SECTION 27-43-30.** Supervision of removal work; expenses.

All work connected with the removal of the graves shall be done under the supervision of the governing body of the county, who shall employ a funeral director licensed by this State. All expenses incurred in the operation shall be borne by the person seeking removal of the graves.

HISTORY: 1962 Code Section 57-423; 1960 (51) 1906.

**SECTION 27-43-40.** Evidence of abandonment.

The conveyance of the land upon which the cemetery or burying ground is situated without reservation of the cemetery or burying ground shall be evidence of abandonment for the purposes of this chapter.

HISTORY: 1962 Code Section 57-424; 1960 (51) 1906.

ARTICLE 3  
Access to Cemeteries on Private Property

**SECTION 27-43-310.** Cemeteries on private property; persons entitled to access; purposes; notice; institution of proceedings in magistrate's court; immunity from civil liability.

(A) An owner of private property on which a cemetery, burial ground, or grave is located must allow ingress and egress to the cemetery, burial ground, or grave as provided in this section by any of the following persons:

(1) family members and descendants of deceased persons buried on the private property or an agent who has the written permission of family members or descendants;

(2) a cemetery plot owner;

(3) persons lawfully participating in a burial; or

(4) a person engaging in genealogy research who has received the written permission of:

(a) family members or descendants of deceased persons buried on the private property; or

(b) the owner of record, an agent of the owner of record, or an occupant of the private property acting on behalf and with permission of the owner of record.

(B) The ingress and egress granted to persons specified in subsection (A) must be exercised as provided in this section and is limited to the purposes of:

(1) visiting graves;

(2) maintaining the gravesite or cemetery;

(3) lawfully burying a deceased person in a cemetery or burial plot by those granted rights of burial to that plot; or

(4) conducting genealogy research.

(C)(1) In order to exercise the ingress and egress provided in subsection (A), a person authorized by subsection (A) must give written notice to the owner of record, an agent of the owner of record, or an occupant of the private property acting on behalf of and with permission of the owner of record that:

(a) he or the person for whom he requests ingress and egress meets the statutory requirements provided in subsection (A); and

(b) he requests a written proposal designating reasonable conditions for the exercise of ingress and egress as provided in subsection (B).

(2) Within thirty days after receipt of the written notice to exercise the ingress and egress, the owner of record, an agent of the owner of record, or an occupant of the private property acting on behalf and with permission of the owner of record must respond with a written proposal designating reasonable conditions for ingress and egress, including, but not limited to, routes to be used for access, duration of access, and time restrictions for access.

(3) The exercise of ingress and egress on the property by persons authorized in subsection (A) for the purposes specified in subsection (B) must be exercised as reasonably restricted in time and manner by the owner of record, an agent of the owner of record, or an occupant of the private property acting on behalf and with permission of the owner of record. The exercise of ingress and egress must not substantially and unreasonably interfere with the use, enjoyment, or economic value of the property by the owner or an occupant of the private property.

(4) If, thirty days after receipt of the written notice to exercise ingress and egress on the private property, written notice of reasonable conditions for the exercise of the ingress and egress as provided in subsection (B) have not been proposed or accepted, a person authorized by subsection (A) or the owner of record, an agent of the owner of record, or an occupant of the private property acting on behalf and with permission of the owner may institute a proceeding in the magistrate's court of the county in which the cemetery, burial ground, or grave is located. In granting relief to either party, the magistrate may set the frequency, hours, duration, or other conditions of the ingress and egress.

(5) A magistrate may deny the exercise of ingress and egress as provided in this section if:

(a) the person seeking to exercise the ingress and egress is not authorized by subsection (A); or

(b) the magistrate is presented with credible evidence that the person authorized by subsection (A) is involved in an imminent or actual violation of state or local law while upon, or entering, or exiting the private property; or

(c) the magistrate makes a finding, based upon a showing of credible evidence, that there is no condition of entry, no matter how limited in time, manner, or otherwise restricted, that would allow the person authorized by subsection (A) to enter the private property for the purposes authorized by subsection (B) without substantially and unreasonably interfering with the use, enjoyment, or economic value of the property by the owner or an occupant of the private property.

(6) The provisions of this subsection do not authorize a magistrate to make determinations concerning the title of the property or establish an easement across the property.

(D) In the absence of intentional or wilful misconduct, or intentional, wilful, or malicious failure to guard or warn against a dangerous condition, use, structure, or activity, the owner of record, an agent of the owner of record, or an occupant of the private property acting on behalf and with permission of the owner of record is immune from liability in any civil suit, claim, action, or cause of action arising out of the access granted pursuant to this section.

(E)(1) A person exercising ingress or egress to a cemetery, burial ground, or grave under the provisions of this section is responsible for conducting himself in a manner that does not damage the private property or the cemetery, burial ground, or grave, and is liable to the owner of record for any damage caused as a result of the ingress or egress.

(2) The ingress or egress to a cemetery, burial ground, or grave on private property conferred by this section does not include the authority to operate motor vehicles on the private property unless a road or adequate right-of-way exists that permits access by motor vehicles and the person authorized to exercise ingress and egress by subsection (A) has been given written permission to use motor vehicles on the road or right-of-way.

(F)(1) The provisions of this section do not apply to any deed or other written instrument executed prior to the effective date of this section which creates or reserves a cemetery, burial ground, or grave on private property, and which specifically sets forth terms of ingress and egress.

(2) The provisions of this section in no way abrogate, affect, or encumber the title to the landowner's private property and are exercisable only for a particular private property that is subject to the provisions of this section.

HISTORY: 2007 Act No. 113, Section 1, eff June 27, 2007.

Prepared By:  
Bell Carrington Price & Gregg, LLC  
408 East North Street  
Greenville, SC 29601

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON

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## GENERAL WARRANTY DEED

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

**KNOW ALL MEN BY THESE PRESENTS**, that **Billy B. Huskey**, in the State aforesaid, for and in consideration of the sum of ONE MILLION FIVE HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$1,561,200.00), as part of an IRC § 1031 Tax-Deferred Exchange, the receipt and sufficiency of which is here acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said:

### Anderson School District 1

All Grantor's right, title and equitable or legal interest in and to:

ALL that piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Anderson, on the western side of Interstate Highway I-85, being shown and designated as 26.04 acres, more or less, on a plat prepared for Anderson School District by John F. Tinsley, PLS #16824, dated June 13, 2023 and recorded September 11, 2023, in Plat Book S3069 at Page 9 in the Office of the Register of Deeds for Anderson County, South Carolina, reference to said plat being hereby craved for a more particular and detailed description of this tract.

### DERIVATION:

This being a portion of the same property conveyed to Billy B. Huskey by deed of John Charles Elrod, Mack Cely Elrod, James Henry Elrod, Dorothy Elrod and Betty Shell dated March 19, 1986 and recorded March 25, 1986 in the Office of the Register of Deeds for Anderson County, South Carolina in Deed Book 20-S at Page 984.

Anderson County Tax Map No.: P/O 238-00-09-002

Grantee Address: P.O. Box 99 Williamston, SC 29697  
Attn: Robbie Binnicker



TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, and Grantee's heirs and assigns forever.

**AND GRANTOR DOES** hereby promise, for themselves and Grantor's heirs, successors, assigns, and representatives, to warrant and forever defend the above premises unto the Grantee, Grantee's heirs and assigns, against the Grantor and Grantor's heirs, successors, assigns, and representatives and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of Billy B. Huskey this **8th day of September** and in the year of our Lord, Two Thousand and Twenty-Three (2023) and in the Two Hundred Forty Eighth (248th) year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered  
in the presence of:

Ellison Ledbetter  
Witness No. 1

Griffin Bell  
Witness No. 2 (NOTARY)

Billy B. Huskey by  
David Huskey, his  
Attorney in Fact  
Billy B. Huskey

STATE OF SOUTH CAROLINA

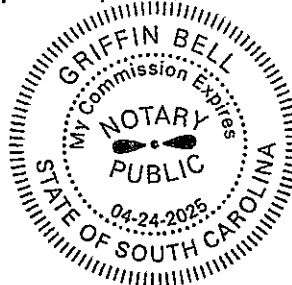
COUNTY OF ANDERSON

I, Griffin Bell, a Notary Public for the County of Anderson and State of South Carolina, do hereby certify that Billy B. Huskey personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 8th of September, 2023.

Griffin Bell  
Notary Public

My Commission Expires: 4-24-25  
(SEAL)



STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON

**AFFIDAVIT FOR TAXABLE OR  
EXEMPT TRANSFERS**

PERSONALLY, appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located at 26.05 acres on Oak Road, Piedmont, SC 29673 bearing Anderson County Tax Map Number P/O 238-00-09-002, was transferred by Billy B. Huskey to Anderson School District 1 on September 8, 2023.
3. Check one of the following: The DEED is:
  - a. ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - b. ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or a distribution to a trust beneficiary.
  - c. ☐ exempt from the deed recording fee because (see information section of affidavit):

(If exempt, please skip items 4-7 and go to item 8 of this affidavit.)

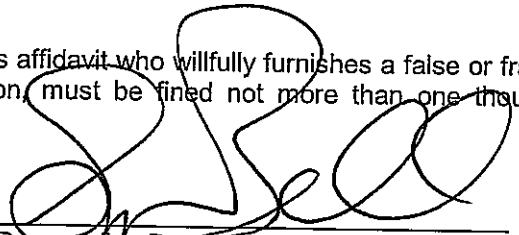
If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes ☐ or No ☒

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
  - a. ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$1,561,200.00.
  - b. ☐ The fee is computed on the fair market value of the realty which is \$\_\_\_\_\_.
  - c. ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$\_\_\_\_\_.
5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is \$\_\_\_\_\_.
6. The deed recording fee is computed as follows:
  - a. Place the amount listed in the item 4 above here: \$ 1,561,200.00
  - b. Place the amount listed in item 5 above here: \$ 0.00  
(if no amount is listing, place zero here.)
  - c. Subtract Line 6(b) from Line 6(a) and place the result here: \$ 1,561,200.00
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$5,777.55
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:

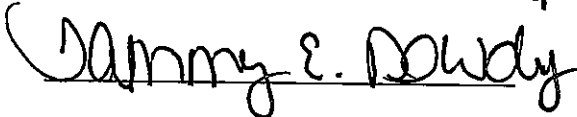
Attorney

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

  
Responsible Person Connected with the Transaction

Print or Type Name Here

Sworn to before me this 8 day of Sept. 2023



Tammy E. Dowdy

Notary Public  
for South Carolina

My Commission Expires: 3/26/28

**INFORMATION**

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership, interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), and lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

**Exempted from the fee are deeds:**

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

230022163 9/11/2023 08:51:16 AM  
 FILED, RECORDED, INDEXED  
 Bk: 16970 Pg: 00178 Pages: 005  
 Rec Fee: 15.00 St Fee: 4059.90  
 Co Fee: 1717.65  
 REGISTER OF DEEDS, ANDERSON CO, SC  
 Cynthia D. Radford

NOTICE OF INTENTION TO RELOCATE CEMETERY. Notice is hereby given to all interested persons having any relatives, descendants, or friends buried on any part of the following described property situated in Anderson County, South Carolina of the intention to disinter, remove, and reinter marked and unmarked graves on a **20**-acre parcel of land near the intersection of Elrod and Oak Roads, Anderson County, South Carolina. The property containing the burial ground is described as follows: ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Anderson, on the western side of Interstate Highway I-85 being shown and designated as 26.04 acres, more or less, on a plat prepared for Anderson School District by John F. Tinsley, PLS # 16824, dated June 12, 2023 and recorded on September 11, 2023 in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book S-3069 at Page 9, reference to said plat being hereby craved for a more particular and detailed description of this tract. TMS#: portion of 238-00-09-002 Derivation: This being the same property conveyed to Anderson School District 1 by deed of Billy B. Huskey dated September 08, 2023 and recorded on September 11, 2023 in the Office of the Register of Deeds for Anderson County, South Carolina in Book 16970 at Page 178. The grounds containing the cemetery were formerly owned by John F. and Beatrice Elrod family. Friends or relatives of those interred in the cemetery or wishing to comment on the proposed move may provide notice to G. Robert Binnicker, Superintendent, Anderson School District One, [binnickr@apps.anderson1.org](mailto:binnickr@apps.anderson1.org) or 864-847-7344.

I, Vickie M. Creamer, do solemnly swear that  
the legal advertisement for:

Notice of Intention to Relocate Cemetery

-near intersection of Elrod and Oak Roads-  
in Anderson County.

**NOTICE OF INTENTION TO RELOCATE CEMETERY.**  
Notice is hereby given to all interested persons having any relatives, descendants, or friends buried on any part of the following described property situated in Anderson County, South Carolina of the intention to disinter, remove, and reinter marked and unmarked graves on a 20-acre parcel of land near the intersection of Elrod and Oak Roads, Anderson County, South Carolina.

The property containing the burial ground is described as follows: ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Anderson, on the western side of Interstate Highway I-85 being shown and designated as 26.04 acres, more or less, on a plat prepared for Anderson School District by John F. Tinsley, PLS # 16824, dated June 12, 2023 and recorded on September 11, 2023 in


the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book S-3069 at Page 9, reference to said plat being hereby craved for a more particular and detailed description of this tract. TMS#: portion of 238-00-09-002 Derivation: This being the same property conveyed to Anderson School District 1 by deed of Billy B. Huskey dated September 08, 2023 and recorded on September 11, 2023 in the Office of

the Register of Deeds for Anderson County, South Carolina in Book 16970 at Page 178. The grounds containing the cemetery were formerly owned by John F. and Beatrice Elrod family. Friends or relatives of those interred in the cemetery or wishing to comment on the proposed move may provide notice to G. Robert Binnicker, Superintendent, Anderson School District One, binnickr@apps.anderson1.org or 864-847-7344.  
Nov. 8, 15, 22, 2023

A true and correct copy of which is hereto  
affixed, was printed in The Journal of  
Williamston, SC., a newspaper of General  
Circulation published in Anderson County,  
South Carolina.

Date: November 8, 15, 22, 2023

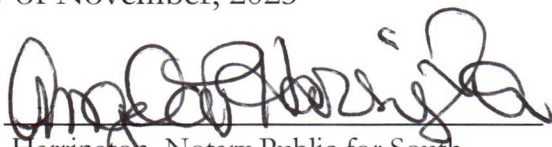
Signature:

  
Vickie M. Creamer

Sworn and Subscribed before me this

16<sup>th</sup> day of November, 2023

Notary:

  
Angela P. Harrington, Notary Public for South  
Carolina

COUNTY OF ANDERSON

My Commission Expires: February 7, 2032

## **Elrod Family Cemetery Agreement**

I, the undersigned, am a Member of the Elrod Family and am participating in the discussion about the movement of the Elrod Family Cemetery located on a piece of property recently purchased by Anderson School District One for the construction of an elementary school.

I am aware of the family cemetery on the property and am in agreement that it be moved from its current location. My desire is for the cemetery to be moved to another location on the same piece of property.

Signature: \_\_\_\_\_

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

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

Contact Information:

Address:

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

Phone Number:

\_\_\_\_\_

Email:

\_\_\_\_\_

**Ordinance #2023-042**

**AN ORDINANCE TO AMEND THE 2016 ANDERSON COUNTY COMPREHENSIVE PLAN ELEMENT OF THE POPULATION, ECONOMIC DEVELOPMENT WORKFORCE, AND A NEW ELEMENT OF RESILIENCE AND ALL MAPS AND MATERIALS CONTAINED THEREIN; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the Anderson County Planning Commission was appointed by County Council and is the duly authorized body to prepare a Comprehensive Plan that conforms to the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended, and to carry out a continuing planning program for the physical, social, and economic growth, development, and redevelopment of Anderson County;

**WHEREAS**, Section 6-29-510 (E) of the South Carolina Code of Ordinances 1976, as amended, requires that a Planning Commission review and update the plan every five (5) years to determine whether changes in the amount, kind, or direction of development of the area or other reasons make it desirable to make additions or amendments to the plan;

**WHEREAS**, the Anderson County Planning Commission held a duly advertised Public Hearing on November 14, 2023, after which time it resolved to recommend the amendment of the 2016 Anderson County Comprehensive Plan to the Anderson County Council for adoption;

**WHEREAS**, the Anderson County Council has reviewed said Comprehensive Plan Updates of population, economic development workforce, and resilience and held a duly advertised Public Hearing amending the 2016 Comprehensive Plan; and

**WHEREAS**, Anderson County Council desires to adopt the Amendment of elements to the 2016 Comprehensive Plan, and all maps and materials contained therein.

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

1. The Anderson County Council hereby finds that the Amendment of the 2016 Comprehensive Plan, with all maps and materials contained therein is consistent with requirements of the South Carolina Code of Laws Title 6, Chapter 29. Article 3.
2. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
3. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.



4. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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

**ATTEST:**

**FOR ANDERSON COUNTY:**

\_\_\_\_\_  
By: Rusty Burns  
Administrator

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

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

APPROVED AS TO FORM:

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

First Reading: November 21, 2023  
Second Reading: December 5, 2023  
Third Reading: December 19, 2023  
Public Hearing: December 5, 2023

**A RESOLUTION OF THE  
ANDERSON COUNTY PLANNING COMMISSION**

**A RESOLUTION TO RECOMMEND THAT ANDERSON COUNTY COUNCIL ENACT AN ORDINANCE TO AMEND THE 2016 COMPREHENSIVE PLAN WITH ELEMENTS OF POPULATION INCREASE, ECONOMIC DEVELOPMENT WORKFORCE AND RESILIENCE AND MAPS CONTAINED THEREIN**

**WHEREAS**, the Anderson County Planning Commission was appointed by County Council and is the duly authorized body to prepare a Comprehensive Plan that conforms to the 1994 Act, and to carry out a continuing planning program for the physical growth, social growth, and economic development and redevelopment of Anderson County; and

**WHEREAS**, Section 6-29-510 of the South Carolina Code of Ordinances 1976, as amended (South Carolina Local Government Comprehensive Planning Enabling Act of 1994, as amended), requires that a Planning Commission review the comprehensive plan or elements every five (5) years to determine whether changes in the amount, kind, or direction of development of the area or other reasons make it desirable to make additions or amendments to the plan and

**WHEREAS**, the Anderson County Planning Commission held a duly advertised Public Hearing on November 14, 2023, during which time it reviewed the Anderson County Comprehensive Plan Amendments and recommended it to the Anderson County Council for adoption; and

**NOW, THEREFORE, BE IT RESOLVED** that the Anderson County Planning Commission does hereby recommend the amendment of Anderson County Comprehensive Plan 2016, to the Anderson County Council for adoption and use as a guide for the orderly development of Anderson County.

**ADOPTED** this 14<sup>th</sup> day of November 2023.



Dan Harvell, Chair  
Anderson County Planning Commission

Attested by:



Alesia A. Hunter, CZA, CFM, CI  
Anderson County Planning Development Director

# Comprehensive Plan Update

~~2021~~ 2023





# Five (5) Year Updates & New Element of Resilience-November 14, 2023

Population  
Increase

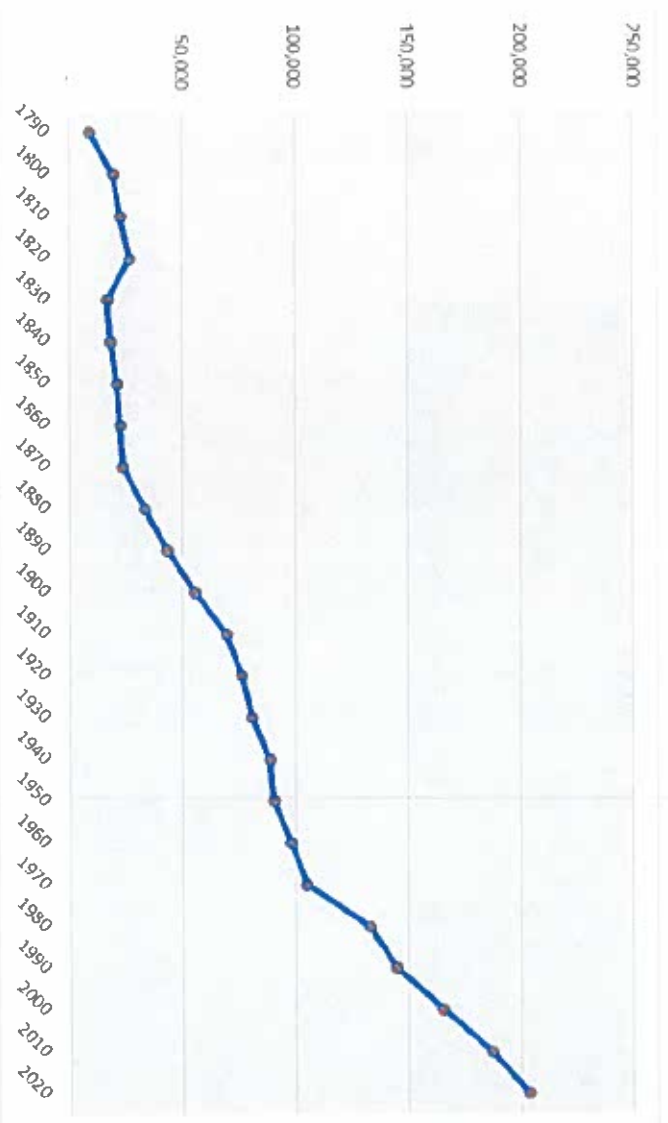
Economic  
Development  
Workforce

Resilience  
Element



# Population 2020: 203,718

Historic Population Growth Trends 1790-2020



Comparison: In 2016, our estimated population was 192,709.

### Comparison of Growth Rates, 1980-2020

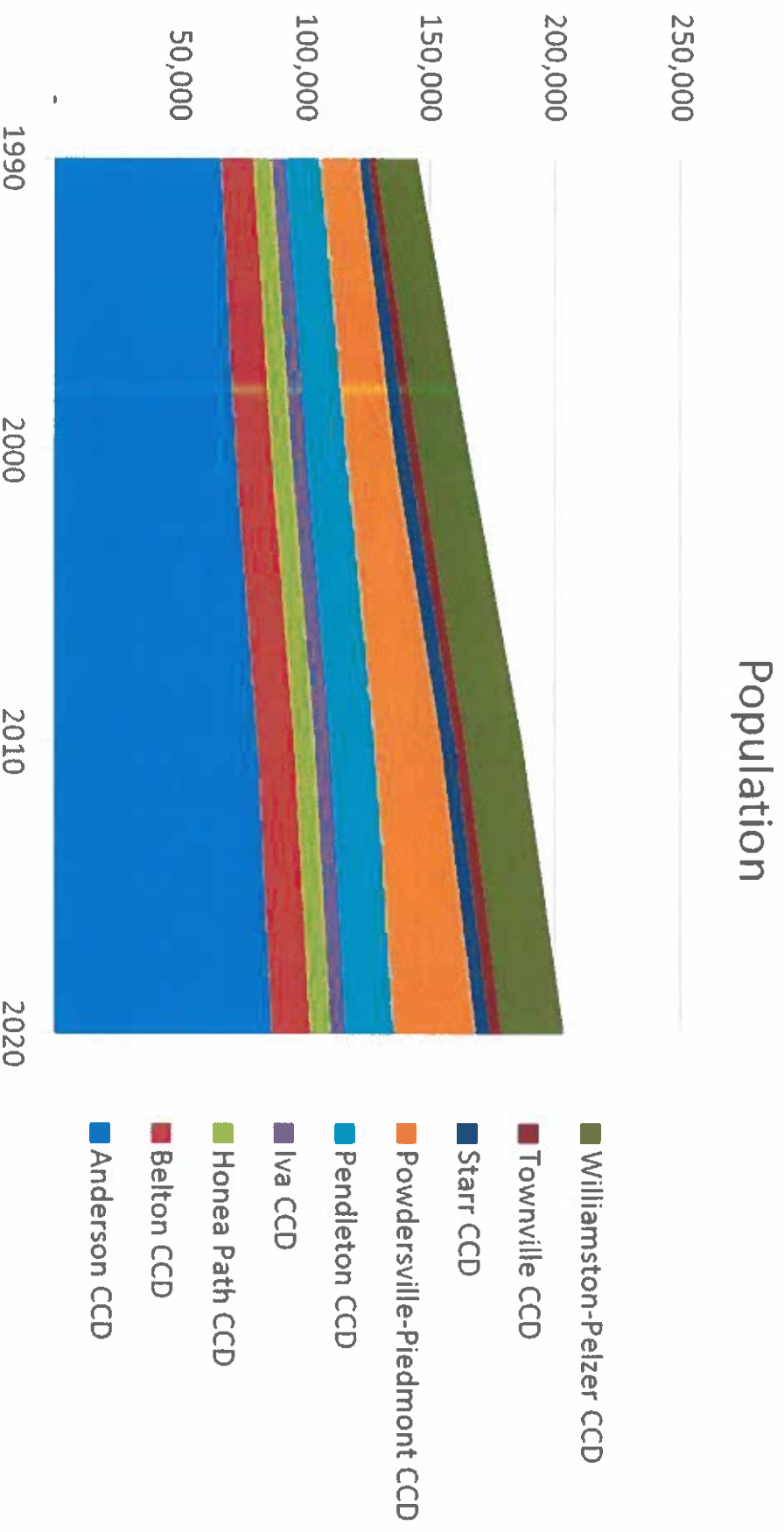
	Anderson County	South Carolina	United States
1980	133,235	3,121,820	226,545,805
1990	145,196	3,486,703	248,709,873
2000	165,740	4,012,012	281,421,906
2010	187,126	4,625,364	308,745,538
2020	203,718	5,118,425	331,449,281
% Change 1980-1990	8.9%	11.7%	11.7%
% Change 1990-2000	14.1%	15.1%	15.1%
% Change 2000-2010	12.9%	15.3%	15.3%
% Change 2010-2020	8.9%	10.7%	7.4%

# CCDs (Census County Divisions)

Anderson County 2020 Census CCDs



## Comparison of Growth by Anderson County CCDs, 1990-2020



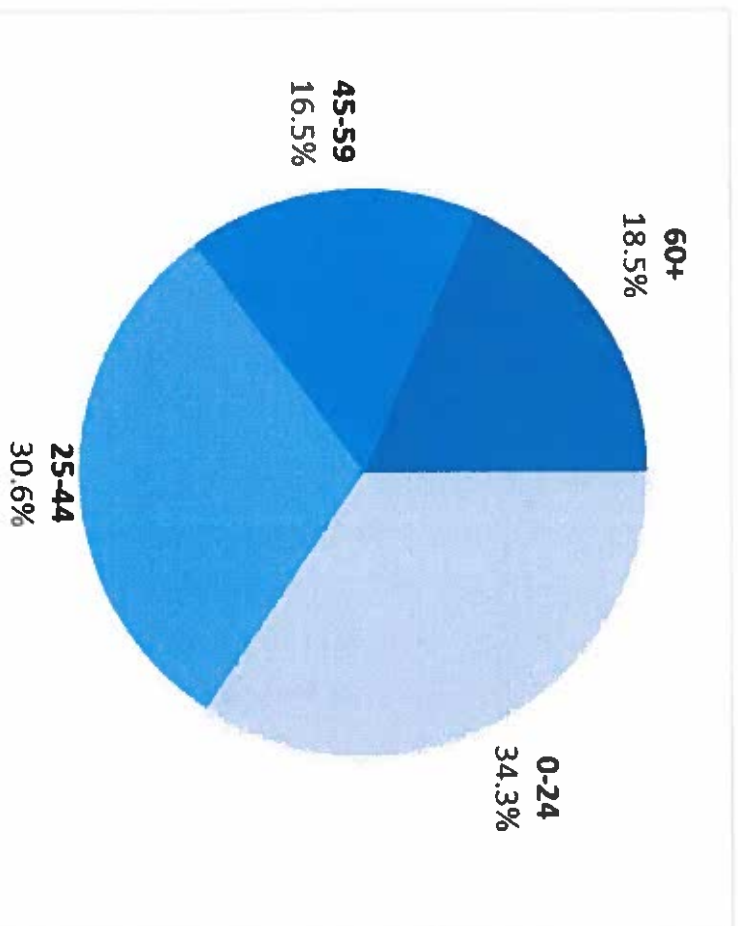


### Anderson County Projected Population Estimates

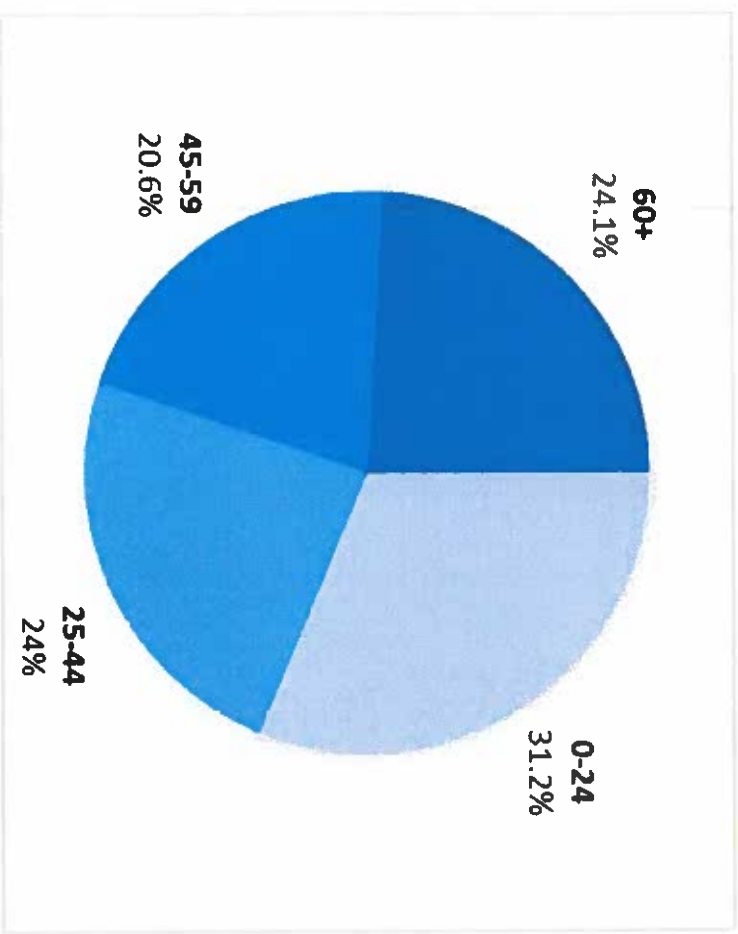
<b>CCDs</b>	<b>1990 Population</b>	<b>2000 Population</b>	<b>2010 Population</b>	<b>2020 Population</b>	<b>2030 Population</b>
Anderson	66,650	72,556	81,309	87,369	93,429
Belton	12,812	14,264	14,457	14,932	15,407
Honea Path	7,621	7,944	8,324	8,486	8,648
Iva	5,342	6,044	6,335	5,930	5,525
Pendleton	13,846	15,903	17,948	19,319	20,690
Powdersville-Piedmont	15,667	19,665	26,414	32,704	38,994
Starr	3,860	5,132	5,476	5,513	5,550
Townville	2,663	3,993	4,085	4,504	4,923
Williamston-Pelzer	16,735	20,239	22,778	24,961	27,144

# Population % Change

	2000 Population	2010 Population	2020 Population	% Change, 2000-2010	% Change, 2010-2020
Anderson CCD	72,556	81,309	87,369	12.1%	7.5%
Belton CCD	14,264	14,457	14,932	1.4%	3.3%
Honea Path CCD	7,944	8,324	8,486	4.8%	1.9%
Iva CCD	6,044	6,335	5,930	4.8%	-6.4%
Pendleton CCD	15,903	17,948	19,319	12.9%	7.6%
Powdersville-Piedmont CCD	19,665	26,414	32,704	34.3%	23.8%
Starr CCD	5,132	5,476	5,513	6.7%	0.7%
Townville CCD	3,993	4,085	4,504	2.3%	10.3%
Williamston-Pelzer CCD	20,239	22,778	24,961	12.5%	9.6%



**1990 Distribution of Population Among Age Groups**



**2019 Distribution of Population Among Age Groups**

# Demographic Profile of Anderson County CCDs

	Total Population	% Under 18 yrs	% 65 and older	% White	% Black	% Other	% Hispanic or Latino (of any race)
Anderson CCD	87,369	22.5%	18.5%	67.2%	22.7%	10.1%	5.4%
Belton CCD	14,932	22.3%	18.9%	76.2%	16.7%	7.1%	3.0%
Honea Path CCD	8,486	23.2%	20.3%	86.1%	9.3%	4.6%	1.6%
Iva CCD	5,930	20.3%	19.4%	85.4%	8.4%	6.2%	2.2%
Pendleton CCD	19,319	20.6%	18.2%	79.4%	11.8%	8.8%	3.2%
Powdersville-Piedmont CCD	32,704	25.4%	14.5%	83.1%	6.7%	10.2%	4.8%
Starr CCD	5,513	28.3%	13.3%	82.0%	10.9%	7.1%	3.2%
Townville CCD	4,504	16.8%	24.1%	91.7%	3.1%	5.2%	2.1%
Williamston-Pelzer CCD	24,961	23.8%	16.9%	83.2%	6.6%	10.2%	6.7%

### Racial Trends, 1990-2020

	1990	2000	2010	2020
White	82.8%	81.6%	80.1%	77.1%
Black	16.6%	16.6%	16.0%	16.3%
American Indian/Alaska Native	0.2%	0.2%	0.3%	0.3%
Asian	0.3%	0.4%	0.8%	1.0%
2 or more races	NA	0.8%	1.5%	1.8%
Hispanic/Latino origin	0.4%	1.1%	2.9%	4%

### **Anderson County Educational Attainment, 2000-2020**

	<b>2000</b>	<b>2010</b>	<b>2020</b>
<b>No High School Diploma</b>	26.6%	14.9%	14.7%
<b>High School Graduate</b>	32.6%	29%	31.2%
<b>Some College, no degree</b>	17.6%	20.6%	20.2%
<b>Associate Degree</b>	7.1%	7.5%	11.7%
<b>Bachelor's Degree</b>	11%	17.6%	14.1%
<b>Graduate/Professional Degree</b>	4.9%	10.3%	8.1%

<b>Anderson County</b>	<b>1990</b>	<b>2010</b>	<b>2020</b>
Median Household Income	\$25,748	\$42,334	\$50,865
Per Capita Income	\$12,027	\$22,117	\$27,552
Persons in Poverty, percent	12%	15.8%	14%

<b>South Carolina</b>	<b>1990</b>	<b>2010</b>	<b>2020</b>
Median Household Income	\$26,256	\$43,939	\$53,199
Per Capita Income	\$11,897	\$23,443	\$29,426
Persons in Poverty, percent	15.4%	16.4%	13.8%

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AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING EIGHT MILLION THREE HUNDRED THOUSAND DOLLARS (\$8,300,000) AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF ANDERSON COUNTY, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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Anderson County, South Carolina

Ordinance No. 2023-048

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December 19, 2023



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**BE IT ORDAINED BY THE COUNTY COUNCIL OF ANDERSON COUNTY,  
SOUTH CAROLINA, AS FOLLOWS:**

**ARTICLE I**

**FINDINGS OF FACT**

Section 1.01 Findings.

The County Council of Anderson County (the “**County Council**”), the governing body of Anderson County, South Carolina (the “**County**”), hereby finds and determines:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina (the “**State**”) and as such possesses all general powers granted to counties of the State.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “**Constitution**”), provides that counties may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law, subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (the “**Debt Limit**”).

(c) Pursuant to Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended (the same being and hereinafter referred to as the “**County Bond Act**”), the governing body of any county of the State of South Carolina (the “**State**”) may issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding such county’s applicable Debt Limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds, an election be held that results favorably thereto. Title 11, Chapter 27 of the South Carolina Code provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X, Section 14 of the Constitution, then in every such instance, no election need be held and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all taxable property in the County for tax year 2022, which is the latest completed assessment thereof, for the purposes of calculating the Debt Limit, is \$989,296,449. Eight percent of such sum is \$79,143,715.

(f) As of the date hereof, the outstanding principal amount of general obligation indebtedness of the County chargeable against the Debt Limit is \$8,130,000. Accordingly, the County may incur \$71,013,715 of general obligation debt within the Debt Limit.

(g) On the basis of the foregoing, the County Council has determined it is in the best interest of the County to authorize and provide for the issuance and sale of not exceeding \$8,300,000 of general obligation bonds (the “**Bonds**”) for the purpose of raising funds (i) to defray the costs of the renovation, reconstruction, and equipping of the County’s Historic Courthouse (the “**Project**”), and (ii) to pay the costs of issuance of the Bonds.

(h) Pursuant to the provisions of Section 4-9-130 of the South Carolina Code, a public hearing, after giving notice in substantially the form attached hereto as Exhibit A, was conducted prior to the third and final reading of this Ordinance by the County Council.

\* \* \*

## ARTICLE II

### DEFINITIONS AND CONSTRUCTION

#### Section 2.01 Definitions.

As used in this Ordinance, unless context otherwise requires, the following terms shall have the following respective meanings.

**“Authorized Investments”** means and includes any securities which, at the time of determination, are legal investments for political subdivisions in the State as provided in the South Carolina Code.

**“Authorized Officer”** means the Chairman or the County Administrator; either of whom may act individually as the Authorized Officer or on behalf of the Authorized Officers.

**“BAN”** means any of the bond anticipation notes issued hereunder and pursuant to the BAN Act.

**“BAN Act”** means Title 11, Chapter 17 of the South Carolina Code.

**“Bond”** or **“Bonds”** has the meaning given to such term in Section 1.01, which includes any of the Bonds of the County authorized by this Ordinance, and, where context dictates, Bonds of a Series issued hereunder.

**“Bond Counsel”** means Pope Flynn, LLC, or any successor firm, or an attorney or firm of attorneys of recognized standing in the field of law relating to municipal, state and public agency financing.

**“Bondholder”**; **“Holder”**; **“Holders of Bonds”**; **“Owner”**; **“Registered Owner”** or similar term means, when used with respect to Bonds or a Bond, any person who shall be registered as the owner of any Bonds Outstanding.

**“Bond Payment”** means the periodic payment of Principal Installments of or interest on the Bonds, or both.

**“Bond Payment Date”** means, as for any Series of Bonds issued hereunder, the date or dates when a Bond Payment is payable.

**“Chairman”** means the Chairman of County Council, or in his absence or unavailability, the Vice Chairman of County Council.

**“Clerk to County Council”** means the Clerk to the County Council.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder.

***“Continuing Disclosure Undertaking”*** means an undertaking executed by an Authorized Officer and delivered at or prior to the closing of a Series of Bonds that is intended to meet the requirements of Rule 15c2-12, and as such undertaking may be from time to time amended in accordance with the terms thereof.

***“Corporate Trust Office”*** when used with respect to any Paying Agent or Registrar, means the office of the Paying Agent or Registrar at which corporate trust business related to the Bond shall be administered. In the event the County Treasurer serves as Paying Agent and Registrar, applicable references to the Corporate Trust Office shall mean the offices of the County Treasurer.

***“County”*** means Anderson County, South Carolina.

***“County Administrator”*** means the County Administrator of the County (including any interim County Administrator), or in his absence or unavailability, a Deputy County Administrator of the County.

***“County Auditor”*** means the person holding the office of County Auditor of the County, and any person authorized to act on behalf of such office.

***“County Bond Act”*** has the meaning given such term in Section 1.01 hereof.

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

***“County Treasurer”*** means the person holding the office of Treasurer of the County, and any person authorized to act on behalf of such office.

***“Direct Placement Purchaser”*** means a Purchaser of a Series of Bonds pursuant to Section 4.02(1) hereof.

***“DTC”*** means The Depository Trust Company, New York, New York.

***“Enabling Act”*** means Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; the County Bond Act; and Title 11, Chapter 27 of the South Carolina Code.

***“Escrow Agent”*** means a financial institution appointed by an Authorized Officer of the County to hold funds for the purpose of defeasing all or a portion of the Bonds in accordance with Article VIII of this Ordinance.

***“Fiduciary”*** means any financial institution appointed by the County to serve as Paying Agent or Registrar, and its successors and assigns.

***“Financial Advisor”*** has the meaning given such term in Section 11.02 hereof.

***“Government Obligations”*** means (i) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America are pledged; (ii)

obligations, the payment of the principal (if any), or the interest (if any) on which is fully guaranteed as a full faith and credit obligation of the United States of America; (iii) non-callable, U.S. Treasury Securities – State and Local Government Series Securities; and (iv) AAA-rated general obligation bonds (based upon a rating issued by at least one nationally recognized credit rating organization) of the State, its institutions, agencies, school districts and political subdivisions.

**“Governmental Unit”** means a state or local governmental unit within the meaning of Section 141(b) of the Code.

**“Nongovernmental Person”** means any Person other than a Governmental Unit.

**“Official Notice of Sale”** has the meaning given such term in Article IV hereof.

**“Original Issue Date”** shall mean the date of delivery of the applicable Series of Bonds.

**“Other Indicia of Satisfaction”** means the delivery of a certificate to the Paying Agent by a Sole Holder in connection with a final payment of all Outstanding Principal Installments of a Series of Bonds certifying that (i) such payment represents the final payment due on such Series of Bonds, and (ii) the County owes no further obligation to the Registered Owner respecting such Series of Bonds. Such certificate may also make provision for the Sole Holder to indemnify the County in connection with the failure to surrender such Bonds.

**“Outstanding”** when used in this Ordinance, with respect to the Bonds, means as of any date, all Bonds theretofore authenticated and delivered pursuant to this Ordinance except:

- (1) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;
- (2) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 8.01 hereof; and
- (3) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Article III hereof.

**“Paying Agent”** means any bank, trust company or national banking association which is authorized to pay the Principal Installments of or interest on any Series of Bonds and has the duties, responsibilities and rights provided for in this Ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The entity named as Paying Agent may also act as Registrar. Notwithstanding the above definition of Paying Agent, if a Series of Bonds is not delivered in book-entry form, the County Treasurer may be the Paying Agent for such Bonds.

**“Person”** means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.



***“Principal Installment”*** means, as of any date of calculation, the principal amount of all Bonds due on a specified date.

***“Project”*** has the meaning given such term in Section 1.01 hereof.

***“Purchaser”*** means a purchaser of the applicable Series of Bonds.

***“Record Date”*** means the fifteenth day of the month immediately preceding a month in which there is a Bond Payment Date.

***“Redemption Price”*** when used with respect to a Bond or portion thereof to be redeemed, means the principal amount of such Bonds or such portion thereof plus the applicable premium, if any, and accrued interest, as applicable, payable upon redemption thereof pursuant to this Ordinance.

***“Registrar”*** means any bank, trust company, or national banking association which is authorized to maintain an accurate list of those who, from time to time, shall be the Holders of the Bonds and shall effect the exchange and transfer of Bonds in accordance with the provisions of this Ordinance and having the duties, responsibilities, and rights provided for in this Ordinance and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Ordinance. The institution named as Registrar may also act as Paying Agent. Notwithstanding the above definition of Registrar, if the Bonds are not delivered in book-entry form, the Registrar may be the County, acting through the County Treasurer, as determined by an Authorized Officer.

***“Registry Books”*** means the books of the County to be kept at the Corporate Trust Office of the Registrar for the registration and transfer of the Bonds.

***“Rule 15c2-12”*** means Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

***“Securities Depository”*** means, initially, The Depository Trust Company, New York, New York, or any other recognized securities depository selected by the County, which securities depository maintains a book-entry system in respect of the Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

***“Securities Depository Nominee”*** means, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by the Registrar the Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system. If DTC is the initial Securities Depository, Cede & Co. shall serve as the initial Securities Depository Nominee hereunder. In all other cases, the Securities Depository Nominee shall be the entity designated as such under the rules of the Securities Depository.

***“Series”*** or ***“Series of Bonds”*** means Bonds issued hereunder as a single issue; i.e., sold and closed on the same dates with a common bond caption and Series designation.

**“Sole Holder”** means the Holder of a Series of Bonds when such Bonds shall be physically delivered as a single Bond to a single Holder purchasing an entire Series of Bonds.

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

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

**“Summary Notice of Sale”** has the meaning given such term in Article IV hereof.

**“Taxable Bonds”** means any Bonds that have been designated as taxable under the Code by an Authorized Officer pursuant to Article V of this Ordinance.

## Section 2.02 Construction.

In this Ordinance, unless context otherwise requires:

- (1) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.
- (2) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before the date of enactment of this Ordinance.
- (3) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.
- (4) Any Fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.
- (5) Exhibits to this Ordinance constitute an integral part of this Ordinance.
- (6) Three asterisks mark the end of each Article.

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## ARTICLE III

### THE BONDS

#### Section 3.01 Ordering the Issuance of Bonds.

Pursuant to the provisions of the Enabling Act, an Authorized Officers is hereby ordered and directed to cause the issuance of Bonds in order to provide funds: (i) to defray the costs of the Project; and (ii) to pay the costs of issuance thereof. The Bonds may be issued in a single Series, or from time to time in multiple Series. The Bonds may, in addition to the title “Anderson County, South Carolina, General Obligation Bond[s],” bear a numerical or alphanumeric Series designation as may be necessary to distinguish them from the Bonds of every other Series, or other general obligation bonds of the County, and shall designate the year in which the Series is issued. Any Series of Bonds issued as Taxable Bonds shall bear an appropriate designation so as to distinguish its tax status.

#### Section 3.02 Maturity Schedule.

Each Series of Bonds shall mature on the dates and in the principal amounts as determined by an Authorized Officer, upon advice of the Financial Advisor and Bond Counsel, provided that the first maturing principal of a Series of Bonds shall mature not later than five years from the date of issue thereof and the aggregate principal amount of the Bonds issued hereunder shall not exceed \$8,300,000. No Bonds shall mature more than 30 years from their date of delivery.

#### Section 3.03 Date of Bonds; Interest Rates.

Bonds shall be authenticated on such dates as they shall, in each case, be delivered. Bonds shall bear interest, at the rates per annum determined in accordance with Section 3.15 hereof (on the basis of a 360-day year of twelve 30-day months), from the Bond Payment Date to which interest has been paid next preceding the authentication date thereof, unless the authentication date is a Bond Payment Date, in which case from such authentication date, or if authenticated prior to the initial Bond Payment Date for Bonds of that Series, then from the Original Issue Date of that Series.

#### Section 3.04 Medium of Payment; Bond Payments, Form and Denomination.

(a) The Principal Installments of, Redemption Price, if any, and interest on all Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) Payment of the Principal Installment or Redemption Price of Bonds shall be payable at the Corporate Trust Office of the Paying Agent upon presentation and surrender for cancellation of such Bonds on or after the maturity date or earlier redemption date, except as set forth at Section 3.04(d) below. Payment of interest on Bonds shall be made by check or draft mailed from the Corporate Trust Office of the Paying Agent to the Person in whose name the Bonds are registered at the close of business on the Record Date; provided, however, that any Registered Owner of Bonds in the aggregate principal amount of \$1,000,000 or more may request, in writing at least 20 days prior to the applicable Record Date delivered to the Paying Agent, that Bond Payments be made by

wire transfer to such Registered Owner at an account maintained by a financial institution located in the continental United States which bank is a member of the Federal Reserve System as specified in such request.

(c) The Bonds shall be issued in fully registered form. The Bond shall be issued in denominations of \$1,000 or any whole multiple thereof, not exceeding the principal amount of the Bonds maturing in such year, except as set forth below. Each Series of Bonds shall be numbered from R-1 upwards in such fashion as to maintain a proper record thereof.

(d) Notwithstanding the foregoing provisions of this Section 3.04, in the event that a Sole Holder is the Registered Owner of a Series of Bonds, the denomination of such Series of Bonds may be the principal amount of such Series, and presentment of such Series of Bonds for payment shall not be required, except for the payment of the final Principal Installment of such Series of Bonds, unless otherwise mutually agreed by the County and the Registered Owner of such Series of Bonds, and upon the delivery of Other Indicia of Satisfaction or similar by the Registered Owner. At the option of the Sole Holder, and upon agreement by the Paying Agent, Bond Payments may be made by wire transfer to such Sole Holder at an account maintained by a financial institution located in the continental United States specified in a request made not less than 20 days prior to the applicable Record Date, or such shorter period as may be acceptable to the Paying Agent.

#### Section 3.05 Agreement to Maintain Registrar and Paying Agent.

(a) As long as any of the Bonds remain Outstanding there shall be a Registrar and a Paying Agent which shall, subject to Section 3.05(b), be a financial institution maintaining Corporate Trust Offices where: (i) Bonds may be presented for registration of transfers and exchanges, (ii) notices and demands to or upon the County in respect of the Bonds may be served, and (iii) the Bonds may be presented for payment, exchange and transfer. A financial institution so designated by an Authorized Officer may act as both Registrar and Paying Agent. The single institution so chosen shall exercise both the functions of the Registrar and the Paying Agent.

(b) If any Series of Bonds is not issued in book-entry form, the County acting through the County Treasurer may serve as the Registrar and Paying Agent for such Series of Bonds and may fulfill all functions of the Registrar and Paying Agent enumerated herein. The County acting through the County Treasurer may also serve as Registrar and Paying Agent should the Bonds initially be held in a book-entry system and such system is subsequently discontinued.

#### Section 3.06 Execution and Authentication.

(a) The Bonds shall be executed in the name of and on behalf of the County by the manual or facsimile signature of the Chairman or the County Administrator, attested by the manual or facsimile signature of the Clerk to County Council, with the seal of the County impressed, imprinted, or reproduced thereon. Bonds bearing the signature of any Person who shall have been an Authorized Officer at the time the Bonds were so executed shall bind the County notwithstanding the fact that he may have ceased to be such Chairman, County Administrator or Clerk to County Council prior to the authentication and delivery of the Bonds or was not such

Chairman, County Administrator or Clerk to County Council at the date of authentication and delivery of the Bonds.

(b) No Bond shall be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth in the applicable form of the Bond attached hereto as Exhibit B.

#### Section 3.07 Exchange of Bonds.

Each Bond, upon surrender thereof at the Corporate Trust Office of the Registrar along with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney, may, at the option of the Registered Owner thereof, be exchanged for a new Bond of the same Series, interest rate, and maturity. So long as such Bond remains Outstanding, the County shall make all necessary provisions to permit the exchange of the Bond at the Corporate Trust Office of the Registrar. Such new Bonds shall reflect the principal amount thereof as then yet unpaid.

#### Section 3.08 Transferability and Registry.

Each Bond shall at all times, when the same is Outstanding, be payable to a Person, and shall be transferable only in accordance with the provisions for registration and transfer contained in this Ordinance and in such Bond. So long as such Bond remains Outstanding, the Registrar shall maintain and keep the Registry Books, and, upon presentation thereof for such purpose at such Corporate Trust Office, the County shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, such Bond. So long as the Bonds remain Outstanding, the County shall make all necessary provisions to permit the transfer of such Bonds at the Corporate Trust Office of the Registrar.

#### Section 3.09 Transfer of Bonds.

The Bonds shall be transferable only upon the Registry Books, which shall be kept for such purpose at the Corporate Trust Office of the Registrar and maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Registered Owner of the Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Upon surrender for transfer of Bonds, the County shall execute, authenticate, and deliver, in the name of the Person who is the transferee, a new Bond of the same principal amount and maturity and rate of interest as the surrendered Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

#### Section 3.10 Regulations with Respect to Exchanges and Transfers.

Bonds, if surrendered in any exchange or transfer, shall forthwith be cancelled by the Registrar. For each such transfer of the Bonds, the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such

transfer, which sum or sums shall be paid by the Registered Owner requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. The County shall not be obligated to issue or transfer the Bonds (i) during the period between a Record Date and the next following Bond Payment Date, or (ii) following a call for redemption of Bonds.

#### Section 3.11 Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If a Bond is mutilated and thereafter surrendered to the County or if the County receives evidence to its satisfaction of the destruction, loss or theft of a Bond and there is delivered to the County such security or indemnity as may be required by it to save it harmless, then, in the absence of notice that the Bond has been acquired by a *bona fide* purchaser, the County shall execute, and the Registrar shall authenticate and deliver, in exchange for the mutilated Bond or in lieu of any such destroyed, lost, or stolen Bond, a new Bond of like tenor and principal amount, bearing a number unlike that of the mutilated, lost, or stolen Bond, and shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost, or stolen Bond. The Registrar shall thereupon cancel the mutilated Bond so surrendered. In case the mutilated, destroyed, lost or stolen Bond has become or is to become due and payable within one month, the County in its discretion may, instead of issuing a new Bond, pay the Bond.

(b) Upon the issuance of any new Bond under this Section 3.11, the County may require the payment of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the County connected therewith.

(c) Each new Bond issued pursuant to this Section 3.11 in lieu of any destroyed, lost, or stolen Bond shall constitute an additional contractual obligation of the County, whether or not the destroyed, lost, or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof. Each Bond shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of a mutilated, destroyed, lost, or stolen Bond and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of the mutilated, destroyed, lost, or stolen Bond or securities.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

#### Section 3.12 Holder as Owner of Bond.

The County, the Registrar and the Paying Agent may treat the Registered Owner of any Bond as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Principal Installment of and interest on the Bonds and for all other purposes, and payment of the Principal Installment and interest shall be made only to, or upon the order of, such Registered Owner. All payments to such Registered Owner shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the County shall not be affected by any notice to the contrary.

### Section 3.13 Cancellation of Bonds.

The Registrar shall destroy Bonds upon surrender of the same to it for cancellation and shall deliver a certificate to that effect to the County. No such Bonds shall be deemed Outstanding under this Ordinance and no Bonds shall be issued in lieu thereof.

### Section 3.14 Payments Due Saturdays, Sundays, and Holidays.

In any case where the Bond Payment Date or redemption shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest on or Principal Installment or Redemption Price of the Bonds need not be made on such date but shall be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date or redemption date, and no interest shall accrue for the period from such Bond Payment Date or redemption date to the date on which payment of the Principal Installment, interest, or Redemption Price, if any, is made.

### Section 3.15 Conditions Related to Naming Interest Rates.

Bonds shall bear such rate or rates of interest as shall result from the sale procedures of Article IV, but:

- (1) all Bonds of the same maturity and Series shall bear the same rate of interest;
- (2) no rate of interest shall exceed 6.0%;
- (3) a 0.0% rate is not permitted;
- (4) each interest rate named shall be a multiple of 1/1000th of one percentage point; and
- (5) any premium offered shall be paid in cash as part of the purchase price.

In addition to the foregoing, an Authorized Officer is authorized to impose additional conditions for the sale of Bonds not inconsistent with those set forth above prior to the sale of Bonds and set forth in the Official Notice of Sale, and any amendment thereto.

### Section 3.16 Tax Exemption in South Carolina.

Both the Principal Installments of and interest on the Bonds shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general, or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer, or certain franchise taxes.

### Section 3.17 Security for Bonds.

The full faith, credit, and taxing power of the County is hereby irrevocably pledged for the payment of the Bonds as the Principal Installments thereof mature and as interest thereon comes due, and to create such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the Principal Installments of and interest on the Bonds as the same matures and come due, respectively, and to create such sinking fund as may be necessary therefor.

Section 3.18 Notice to Auditor and Treasurer to Levy Tax.

The County Auditor and the County Treasurer shall each be notified of the issuance of any Series of Bonds, and directed to levy and collect, upon all taxable property in the County an annual tax sufficient to meet the payment of the Principal Installment and interest on said Bonds, as the same respectively mature, and to create such sinking fund as may be necessary therefor. Such levy may be reduced to the extent that, at the time that the annual millage levy for the County is set, the County shall have funds on deposit in the sinking fund to pay Principal Installments of and interest on the Bonds for each such payment thereof coming due and payable from such tax levy.

Section 3.19 Book-Entry Only System.

(a) An Authorized Officer may elect to issue a Series of Bonds under a book-entry-only system under Article V hereof. In the event of such election, notwithstanding any provision of this Ordinance to the contrary, the provisions of this Section 3.19 shall apply to such Series of Bonds. Such Bonds will be initially issued under a book-entry-only system in fully registered form, registered in the name of Cede & Co. as the Registered Owner and Securities Depository Nominee of DTC, which will act as initial Securities Depository for the Bonds. So long as a Series of Bonds is being held under a book-entry system of a Securities Depository, transfers of beneficial ownership of such Bonds will be effected pursuant to rules and procedures established by such Securities Depository.

(b) As long as a book-entry system is in effect for a Series of Bonds, the Securities Depository Nominee will be recognized as the Registered Owner of such Bonds for the purposes of: (i) paying the Principal Installments of, interest on, and Redemption Price, if any, of such Bonds, (ii) selecting the portions of such Bonds to be redeemed, if Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to Registered Owners under this Ordinance, (iv) registering the transfer of Bonds, and (v) requesting any consent or other action to be taken by the Registered Owners of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as Registered Owner of such Bonds.



(d) The Paying Agent shall pay all Principal Installments of, interest on, and Redemption Price, if any, of Bonds issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the Principal Installments of, interest on, and Redemption Price, if any, of such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for a Series of Bonds, or that the interests of the beneficial owners of such Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the Registrar shall authenticate, register, and deliver physical certificates for such Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with a Registrar for the delivery of physical certificates in the manner described in subparagraph (e) above.

(g) In connection with any notice or other communication to be provided to the Registered Owners of Bonds by the County or by the Registrar with respect to any consent or other action to be taken by the Registered Owners of Bonds, the County or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

(h) At the closing of any Series of Bonds and the delivery of the same to the Purchaser thereof through the facilities of DTC, the Registrar may maintain custody of Bond certificates on behalf of DTC in accordance with DTC's "FAST" closing procedures.

### Section 3.20 Form of Bonds.

The Bonds shall be in a form substantially similar to that attached hereto as Exhibit B, with such revisions as an Authorized Officer may approve upon advice of Bond Counsel. As contemplated in Exhibit B, the form of a Series of Bonds shall reflect the respective manner of sale under Section 4.02 hereof. The execution of the Bonds in accordance with this Ordinance shall constitute conclusive evidence of approval of any and all revisions.

### Section 3.21 Bond Anticipation Notes.

(a) Pursuant to the BAN Act, there may be issued from time to time at the discretion of an Authorized Officer BANs in anticipation of the issuance of Bonds or to refund or renew BANs, as set forth in this Section 3.21.

(b) If BANs are issued and if, upon the maturity thereof an Authorized Officer should determine that it would be in the best interest of the County to renew or refund the BANs, he or she is authorized to renew or refund the BANs from time to time until an Authorized Officer

determines to issue the Bonds on the basis as aforesaid, and the Bonds are issued. The aggregate stated principal amount of all BANs outstanding from time to time shall not exceed \$8,300,000.

(c) BANs shall be dated and bear interest from the date of delivery thereof, payable upon the stated maturity thereof and shall mature on such dates as determined by an Authorized Officer, provided that no BAN shall mature on a date which is later than one year following the issuance thereof. Interest on the BANs shall be calculated on the basis of a 360-day year of twelve 30-day months. BANs may be issued as draw-down obligations, in which event interest shall accrue and be payable thereon based on the dates of and principal amounts advanced.

(d) BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Paying Agent. The BANs may be issued in denominations of \$1,000 and integral multiples thereof. The BANs shall be executed in the name and on behalf of the County by the manual or facsimile signature of the Chairman or Vice Chairman with the seal of the County (or a facsimile thereof) impressed, imprinted or otherwise reproduced thereon and attested by the manual or facsimile signature of the Clerk. BANs bearing the manual or facsimile signature of any Person who shall have been such an Authorized Officer at the time such BANs were so executed shall bind the County notwithstanding the fact that he may have ceased to be such Authorized Officer prior to the authentication and delivery of such BANs or was not such Authorized Officer at the date of the authentication and delivery of the BANs.

(e) An Authorized Officer may appoint either (i) a financial institution maintaining corporate trust offices, or (ii) the County Treasurer to serve as Registrar and Paying Agent for the BANs.

(f) County Council hereby authorizes an Authorized Officer to cause to be prepared and to "deem final" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission a preliminary official statement relating to the BANs and to cause to be prepared and to approve a final official statement following the sale of the BANs. The County Council hereby authorizes the use of said preliminary official statement and final official statement and the information contained therein in connection with the public offering and sale of the BANs. If the BANs are offered and sold to a financial institution to be held for its own account, an Authorized Officer will not be required to (i) prepare a preliminary official statement or final official statement if such purchaser executes and delivers an investment letter in form and content acceptable to the State Treasurer, or (ii) undertake any obligation to deliver a Continuing Disclosure Undertaking.

(g) BANs may be sold at public or private sale. If at public sale, bids therefor shall be received until such time and date to be selected by an Authorized Officer; notice of sale of the BANs shall be given in a manner determined by an Authorized Officer; award shall be made by an Authorized Officer of the BANs to the bidder offering the lowest interest cost therefor, the method of calculation of which shall be set forth in the notice of sale and determined at an Authorized Officer's discretion, without further action on the part of the Commission if an Authorized Officer shall determine that it is in the interest of the County to make such award. If at private sale, an Authorized Officer shall sell the BANs by negotiation with the Purchaser under such terms as such Authorized Officer finds achieve the objectives of the County.

(h) BANs shall be issued in such form and with such terms and conditions, not inconsistent with this Ordinance, as shall be determined by an Authorized Officer. No BAN shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such BAN a certificate of authentication duly executed by the manual signature of the Registrar and such certificate of authentication upon any BAN executed on behalf of the County shall be conclusive evidence that the BAN so authenticated has been duly issued hereunder and that the registered owner thereof is entitled to the benefit of the terms and provisions of the Ordinance.

(i) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County or to its designated agent, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County or its agent evidence of such loss, theft or destruction satisfactory to the County or its agent, together with indemnity satisfactory to it; provided that, in the case of a registered owner which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the County may pay the same without surrender thereof. The County or its agent may charge the registered owner of such BAN with its reasonable fees and expenses in this connection.

(j) The BANs shall be issued in fully registered form either (i) under a book-entry only system, registered in the name of Cede & Co. as the registered owner and securities depository nominee of DTC, or (ii) in physical form registered in the name of the registered owner, as specified by an Authorized Officer. Conditions as to ownership, exchange, transfer, replacement, and payment of BANs shall be as provided for Bonds herein, except as expressly provided in this Ordinance to the contrary. The BANs may, at the discretion of an Authorized Officer, be subject to redemption prior to their stated maturity, on such terms and conditions as an Authorized Officer may prescribe, except that the maximum premium to be paid for prior redemption shall not exceed one half of one per centum (1/2%).

(k) For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit, and taxing power of the County shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and irrevocably pledges to effect the issuance of the Bonds or, in the alternative, to refund or renew outstanding BANs in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

(l) Proceeds from the sale of the BANs shall be applied in the manner as provided by Section 6.01 herein for Bonds.

(m) Both the principal of and interest on the BANs shall be exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or

otherwise, except estate or other transfer taxes, and certain fees or franchise taxes.

(n) The form of the BAN shall be approved by an Authorized Officer.

(o) Without limiting the generality or specifics of any other provision in this Ordinance, the term “Bonds” as used in Articles VIII, IX, X, and XI shall include BANs.

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## ARTICLE IV

### SALE OF THE BONDS

#### Section 4.01 Sale and Award of Bonds.

(a) Each Series of Bonds shall be sold at a date and time certain after public notice thereof at not less than par and accrued interest to the date of delivery. Bids shall be received at such time and date and in such manner as determined by an Authorized Officer. Bids may be received in electronic form only, physical form only, or in such other form or combination of forms as may be determined by an Authorized Officer and set forth in the Official Notice of Sale. The Authorized Officer may reserve the right, on behalf of the County, to waive any irregularities and to negotiate with the lowest responsive bidder. Unless all bids are rejected, the award of Bonds may be made by an Authorized Officer to the bidder offering the most advantageous terms to the County, taking into account the interest cost (calculated on a true-interest-cost basis (TIC)) to the County and any terms or conditions specific to each bid, with the basis of such award to be set forth in the official notice of sale used in connection with the sale of such Bonds (the “**Official Notice of Sale**”), the applicable forms of which are attached hereto as Exhibit D.

(b) In lieu of publishing the Official Notice of Sale in its entirety to notice the sale, an Authorized Officer may elect to publish an abbreviated form of such notice (the “**Summary Notice of Sale**”), the form of which is attached hereto as Exhibit C, and thereafter provide the applicable Official Notice of Sale to those parties who request the same pursuant to the instructions provided in the Summary Notice of Sale. The forms of the Summary Notice of Sale and the Official Notice of Sale may be adjusted or amended by an Authorized Officer upon advice of Bond Counsel or the Financial Advisor prior to the sale of the Bonds, consistent with the terms of this Ordinance.

#### Section 4.02 Manner of Public Sale.

Not less than seven days following the publication of either the Official Notice of Sale or Summary Notice of Sale in a newspaper of general circulation in the State, and/or, if deemed appropriate by an Authorized Officer, in a financial publication published in the City of New York, New York, any Series of the Bonds may be sold pursuant to either of the following methods as determined by an Authorized Officer:

- (1) *Competitive Direct Placement.* Any Series of Bonds may be sold to a Direct Placement Purchaser as a single instrument as a means of making a commercial loan. In such case, the County Council authorizes the Authorized Officer to distribute the Official Notice of Sale to prospective purchasers of the Bonds and award the Bonds to the Direct Placement Purchaser on the basis of the terms and conditions contained therein. Such Bonds may be issued as a single Bond or multiple Bonds, without CUSIP identification (unless otherwise agreed by the Direct Placement Purchaser and an Authorized Officer on behalf of the County), shall not be issued in book-entry-only form, and no official statement shall be prepared in connection with the sale of such Bond. The Direct Placement Purchaser of any such Series of Bonds shall execute an investor letter to the County acknowledging its purchase of such Bond or Bonds as a means of making a commercial loan.

- (2) *Competitive Public Offering.* Any Series of Bonds may be sold in the public capital markets to an underwriter for the purpose of reselling such Bonds. In such case, the County Council hereby authorizes an Authorized Officer to prepare, or cause to be prepared, a preliminary official statement and distribute the preliminary official statement and the Official Notice of Sale to prospective purchasers of the Bonds. The County Council authorizes an Authorized Officer to designate the preliminary official statement as “final” for purposes of Rule 15c2-12. The Authorized Officer is further authorized to see to the completion of the final form of the official statement upon the sale of the Bonds so that it may be provided to the Purchaser.

Section 4.03 Authorization to Negotiate Sale in Certain Circumstances.

An Authorized Officer may negotiate the sale of the Bonds directly with a purchaser in either of the following circumstances:

- (1) In the event no bids are received or in the event all bids are rejected in accordance with Section 11-27-40(9)(c) of the South Carolina Code; or
- (2) Should Bonds be sold as a Series in an amount not exceeding \$1,500,000 and mature not later than ten years from its date of issuance, the sale of such Series of Bonds may be negotiated at private sale at an interest rate to be agreed to by an Authorized Officer and the purchaser of the Bonds. In negotiating the sale of such Bonds, an Authorized Officer is authorized to solicit bids from qualified lenders for the purchase of the Bonds and the award of any such solicitation shall be made under the same standards as provided in Section 4.01 above. If the Bonds are sold under the provisions of this section, notice of the sale of the Bonds (meeting the requirements of 11-27-40(4) of the South Carolina Code) shall be given not less than seven days prior to delivery of such Bonds.

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## ARTICLE V

### CERTAIN DELEGATIONS AND AUTHORIZATIONS

#### Section 5.01 Certain Delegations.

The County Council hereby expressly delegates to and authorizes an Authorized Officer to determine the following with regard to any Series of Bonds:

- (1) whether to issue the Bonds as a single Series or from time to time in several Series;
- (2) the conduct and manner of sale of such Bonds in accordance with Article IV hereof;
- (3) the award of such Bonds in accordance with Article IV hereof;
- (4) the final form, Series designation, and the exact principal amount of such Bonds;
- (5) the date of issue, Bond Payment Dates, rate or rates of interest obtained using the sale procedures of Article IV hereof, maturity amounts and schedule, and the final maturity of such Bonds;
- (6) whether such Bonds shall be subject to optional or mandatory redemption prior to maturity, and if so, the Redemption Prices applicable thereto;
- (7) the Registrar and Paying Agent for such Bonds;
- (8) whether such Bonds shall be issued in book-entry form;
- (9) whether to use bond insurance or other credit enhancement, and if so, to make appropriate arrangements therefor;
- (10) whether such Bonds will be designated as “qualified tax-exempt obligations” pursuant to the Code;
- (11) whether such Bonds shall be issued as Taxable Bonds;
- (12) whether to utilize the provisions of Section 11-27-40(8) of the Enabling Act to issue the contemplated notice and allow the County to proceed more expeditiously to issue such Bonds;
- (13) whether to use and the final form of a Continuing Disclosure Undertaking or other continuing disclosure agreement or covenant; and
- (14) such other matters regarding such Bonds as are necessary or appropriate.

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## ARTICLE VI

### APPLICATION OF PROCEEDS

#### Section 6.01 Deposit and Use of Proceeds.

The proceeds derived from the sale of each Series of Bonds issued pursuant to this Ordinance shall be applied in accordance with the Enabling Act, as follows:

- (1) any accrued interest shall be applied to the payment of the first installment of interest to become due on such Bonds;
- (2) any premium shall be deposited to the sinking fund of such Bonds; and
- (3) the remaining proceeds shall be disbursed, as directed by an Authorized Officer, (i) to defray or reimburse the costs of the Project and the costs of issuance of the Bonds, or (ii) to refund, renew, or repay any BANs and to defray the cost of issuing BANs, as applicable.

Pending the use of the proceeds of the Bonds, the same shall be invested and reinvested in Authorized Investments, as appropriate, provided that neither the Purchaser nor any Registered Owner of the Bonds shall be liable for the proper application of the proceeds thereof.

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## ARTICLE VII

### REDEMPTION OR PURCHASE OF BONDS

#### Section 7.01 Authorization of Redemption.

Bonds may be subject to redemption, in whole or in part, at any time in any order of maturity to be determined by an Authorized Officer, upon such dates and at such Redemption Prices as he shall have determined.

#### Section 7.02 Election to Redeem.

In the event that the County shall elect to redeem Bonds, it shall give notice to the Registrar and Paying Agent of each optional redemption, which notice may be conditional in the discretion of an Authorized Officer. Each notice of redemption shall specify the date fixed for redemption and the Bonds which are to be redeemed. Such notice shall be given at least 30 days prior to the date fixed for redemption or such lesser number of days as shall be acceptable to the Registrar.

#### Section 7.03 Notice of Redemption.

(a) When any Bonds are to be redeemed, the Registrar shall give notice of the redemption of the Bonds in the name of the County specifying: (i) the Bonds, the particular Series thereof, and maturities to be redeemed; (ii) the redemption date; (iii) the Redemption Price (or calculation thereof); (iv) the numbers and other distinguishing marks of the Bonds to be redeemed unless all of the Bonds Outstanding are to be redeemed; (v) the place or places where amounts due upon such redemption will be payable; (vi) whether the redemption of the Bonds is conditioned upon any event; and (vii) in the case of Bonds to be redeemed in part only, the respective portions of the principal thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, and that, from and after such date, interest thereon shall cease to accrue; provided, however, that in the event of any conditional provision in the notice, the Bonds will not become due and payable as provided in this section unless such condition has been satisfied as of the redemption date. The Registrar shall mail by registered mail a copy of such notice, postage prepaid, not less than 30 days before the redemption date to the Registered Owners of all the Bonds or portions of the Bonds which are to be redeemed at their addresses which appear upon the Registry Books, but failure to so mail any such notice to any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Bonds held by Registered Owners to whom written notice has been mailed. The obligation of the Registrar to give the notice required by this Section shall not be conditioned upon the prior payment to the Paying Agent of money or the delivery to the Paying Agent of Authorized Investments sufficient to pay the Redemption Price of the Bonds to which such notice relates or the interest thereon to the redemption date.

(b) Notice of redemption having been given as provided in subsection (a) hereof, the Bonds or portions thereof so to be redeemed shall, on the date fixed for redemption, become due and payable at the Redemption Price specified therein, and upon presentation and surrender thereof at the place specified in such notice, such Bonds or portions thereof shall be paid at the Redemption Price; provided, however, that in the event of any conditional provision in the notice, the Bonds

will not become due and payable as provided in this section until such condition has been satisfied as of the redemption date. On and after the redemption date (unless the County shall default in the payment of the Redemption Price, or any conditional provision in the notice shall not have been satisfied as of the redemption date), such Bonds shall cease to bear interest, and such Bonds shall no longer be considered as Outstanding hereunder. If money sufficient to pay the Redemption Price has not been made available by the County to the Paying Agent on the redemption date, such Bonds shall continue to bear interest until paid at the same rate as they would have borne, had they not been called for redemption, until the same shall have been paid.

(c) Notwithstanding the foregoing, the County and a Sole Holder may agree on an alternative methodology for providing notice of redemption for the applicable Series of Bonds and may memorialize the same in the form of the applicable Bond.

#### Section 7.04 Selection by Registrar of Bonds to be Redeemed.

(a) If less than all of the Bonds of like Series and maturity are to be redeemed, the particular Bonds or portions of the Bonds to be redeemed shall be selected, not less than 35 days prior to the date fixed for redemption, or such lesser number of days as shall be acceptable to the Registrar, by the Registrar by lot or in such other manner as the Registrar may deem to be appropriate, provided, however, that for so long as the Bonds are held in book-entry only form, the selection of Bonds to be redeemed hereunder shall be in accordance with the rules of the Securities Depository.

(b) In making such selection, the Registrar shall treat each Bond to be redeemed as representing that number of Bonds of the lowest authorized denomination as is obtained by dividing the principal amount of such Bond by such denomination. If any Bond is to be redeemed in part, the portion to be so redeemed shall be in a principal amount of an authorized denomination.

(c) The Registrar shall promptly notify the County in writing of the Bonds so selected for redemption.

(d) Notwithstanding the foregoing, the County and a Sole Holder may agree on an alternative methodology for selecting the maturities and portions thereof to be redeemed in the case of a partial redemption and may memorialize the same in the form of the applicable Bond.

#### Section 7.05 Deposit of Redemption Price.

On or before any date fixed for redemption of any Bonds, cash and/or a principal amount of non-callable Government Obligations maturing or redeemable at the option of the Registered Owner thereof not later than the date fixed for redemption which, together with income to be earned on such Government Obligations prior to such date fixed for redemption, will be sufficient to provide cash to pay the Redemption Price of all Bonds or portions thereof which are to be redeemed on such date, shall be deposited with the Paying Agent unless such amount shall have been previously deposited with the Paying Agent. Provided, however, that in the event of a conditional redemption such condition is not met, this Section 7.05 is inapplicable.

Section 7.06 Partial Redemption of Bonds.

In the event part but not all of Bonds Outstanding shall be selected for redemption, upon presentation and surrender of such Bond by the Registered Owner thereof or his attorney duly authorized in writing (with, if the County or the Registrar so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the County and the Registrar duly executed by, the Registered Owner thereof or his attorney duly authorized in writing) to the Registrar, the County shall execute and the Registrar shall authenticate and deliver to or upon the order of such Registered Owner, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of any authorized denomination of like tenor. The Bonds, if so presented and surrendered, shall be cancelled in accordance with Section 3.13 hereof.

Section 7.07 Purchases of Bonds Outstanding.

Purchases of Bonds Outstanding may also be made by the County at any time with money available to it from any source. Upon any such purchase the County shall deliver such Bonds to the Registrar for cancellation.

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**ARTICLE VIII**  
**DEFEASANCE OF BONDS**

Section 8.01 Defeasance.

(a) If Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of this Ordinance hereunder, and all other rights granted thereby shall cease and determine. Any Bonds shall be deemed to have been paid and discharged within the meaning of this section under any of the following circumstances:

- (1) The Paying Agent, or other Escrow Agent, shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Principal Installment and interest, or Redemption Price, thereof; or
- (2) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time as the Paying Agent, or other Escrow Agent, shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or
- (3) If the County shall elect to provide for the payment of such Bonds prior to their stated maturities and shall have deposited with the Paying Agent, or other Escrow Agent, in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Paying Agent or Escrow Agent at the same time, shall be sufficient to pay when due the Principal Installments or Redemption Price and interest due and to become due on such Bonds on and prior to their maturity dates or redemption dates, as the case may be. In the event that the County shall elect to redeem such Bonds prior to their stated maturities, the County shall proceed in the manner prescribed by Article VII hereof, subject to the provisions of Section 3.19 hereof.

Neither the Government Obligations nor moneys deposited with the Paying Agent or Escrow Agent pursuant to this Section nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal Installment and interest, or Redemption Price, of said Bonds; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Paying Agent or Escrow Agent, if not then needed for such purpose, shall, to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Principal Installment and interest, or Redemption Price, to become due on said Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and interest earned from such reinvestments not required for the payment of the Principal Installment and interest, or Redemption Price, may be paid over to the County, as received by the Paying Agent or Escrow Agent, free and clear of any trust, lien or pledge.

(b) In addition to the above requirements of paragraphs (a)(1), (2), and (3), in order for this Ordinance to be discharged, all other fees, expenses and charges of the Paying Agent or Escrow Agent shall have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance, the Paying Agent or Escrow Agent, as applicable, shall continue to be obligated to hold in trust any moneys or investments then held by the Paying Agent or Escrow Agent for the payment of the Principal Installments and interest, or Redemption Price, of the Bonds, to pay to the owners of Bonds the funds so held by the Paying Agent or Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Paying Agent or Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Paying Agent or Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are hereby assigned, transferred, and set over to the Paying Agent or Escrow Agent, as applicable, in trust for the respective Registered Owners of the Bonds, and the moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the Registered Owners of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Paying Agent or Escrow Agent to transfer the funds to the County.

(f) Any Escrow Agent shall be appointed by an Authorized Officer and shall accept in writing its acceptance to its obligations under this Ordinance.

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## **ARTICLE IX**

### **CONCERNING THE FIDUCIARIES**

#### Section 9.01   Fiduciary; Appointment and Acceptance of Duties.

Any financial institution chosen pursuant to Section 3.05 hereof to act as Paying Agent or Registrar hereunder shall accept the duties and trusts imposed upon it by this Ordinance and shall agree in writing to perform such trusts but only upon the terms and conditions set forth in this Article IX. Similarly, each financial institution appointed as a successor Registrar or as a successor Paying Agent shall signify its acceptance of the duties and trusts imposed by this Ordinance by a written acceptance.

#### Section 9.02   Responsibilities of Fiduciaries.

The recitals of fact herein and in the Bonds contained shall be taken as the statements of the County and no Fiduciary assumes any responsibility for the correctness of the same except in respect of the authentication certificate of the Registrar endorsed on the Bonds. No Fiduciary makes any representations as to the validity or sufficiency of this Ordinance or of any Bonds or as to the security afforded by this Ordinance, and no Fiduciary shall incur any liability in respect thereof. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

#### Section 9.03   Evidence on Which Fiduciaries May Act.

(a) Each Fiduciary, upon receipt of any notice, resolution, request, consent order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Ordinance, shall examine such instrument to determine whether it conforms to the requirements of this Ordinance and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be of counsel to the County, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Ordinance in good faith and in accordance therewith.

(b) Whenever any Fiduciary shall deem it necessary or desirable that a matter to be proved or established prior to taking or suffering any action under this Ordinance, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may deem reasonable.

(c) Except as otherwise expressly provided in this Ordinance any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the County to any Fiduciary shall be sufficiently executed if executed in the name of the County by an Authorized Officer.

#### Section 9.04 Compensation.

The County shall pay to each financial institution or Fiduciary other than the County Treasurer from time to time reasonable compensation based on the then standard fee schedule of the Fiduciary for all services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Ordinance subject to the appropriation of funds therefor in each applicable fiscal period; provided, however, that any specific agreement between the Ordinance and a Fiduciary with respect to the compensation of such Fiduciary shall control the compensation to be paid to such Fiduciary.

#### Section 9.05 Certain Permitted Acts.

Any Fiduciary may become the owner or underwriter of any Bonds, notes or other obligations of the County or conduct any banking activities with respect to the County, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Ordinance.

#### Section 9.06 Resignation of Any Fiduciary.

Any Fiduciary may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than 60 days written notice to the County and not less than 30 days written notice to the Registered Owners of the Bonds as established by the Registry Books prior to the next succeeding Bond Payment Date and such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed by the County pursuant to Section 9.08 hereof in which event such resignation shall take effect immediately on the appointment of such successor. In no event, however, shall such a resignation take effect until a successor has been appointed.

#### Section 9.07 Removal of Fiduciary.

Any Fiduciary may be removed at any time by an instrument or concurrent instruments in writing, filed with the County and such Fiduciary, and signed by the Registered Owners representing a majority in principal amount of the Bonds then Outstanding or their attorneys in fact duly authorized, excluding any Bonds held by or for the account of the County.

#### Section 9.08 Appointment of Successor Fiduciaries.

In case any Fiduciary hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable or acting hereunder, or in

case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the County. Any financial institution appointed as a successor Fiduciary pursuant to the provisions of this Section shall be a trust company or bank organized under the laws of the United States of America or any State thereof and which is in good standing, within or outside the State, having a stockholders' equity of not less than \$50,000,000 if there be such an institution willing, qualified and able to accept the trusts upon reasonable and customary terms.

If in a proper case no appointment of a successor Fiduciary shall be made by the County pursuant to the foregoing provisions of this Section within 45 days after any Fiduciary shall have given to the County written notice as provided in Section 9.06 hereof or after a vacancy in the office of such Fiduciary shall have occurred by reason of its removal or inability to act, the former Fiduciary or any Registered Owner may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor.

#### Section 9.09 Transfer of Rights and Property to Successor.

Any successor Fiduciary appointed under this Ordinance shall execute, acknowledge, and deliver to its predecessor, and also to the County, an instrument accepting such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Fiduciary, with like effect as if originally named in such capacity; but the Fiduciary ceasing to act shall nevertheless, on the written request of the County, or of the successor, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of the predecessor Fiduciary in and to any property held by it under this Ordinance, and shall pay over, assign and deliver to the successor Fiduciary any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the County be required by such successor Fiduciary for more fully and certainly vesting in and confirming to such successor any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the County. Any such successor Fiduciary shall promptly notify the Paying Agent and depositaries, if any, of its appointment as Fiduciary.



Section 9.10 Merger or Consolidation.

Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it may be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any State of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by this Ordinance, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

Section 9.11 Adoption of Authentication.

In case any of the Bonds contemplated to be issued under this Ordinance shall have been authenticated but not delivered, any successor Registrar may adopt the certificate of authentication of any predecessor Registrar so authenticating such Bonds and deliver such Bonds so authenticated. In case any such Bonds shall not have been authenticated, any successor Registrar may authenticate such Bonds in the name of the predecessor Registrar or in the name of the successor Registrar, and in all such cases such certificate shall be of full force and effect.

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## ARTICLE X

### TAX AND DISCLOSURE COVENANTS

#### Section 10.01 Tax Covenants.

(a) *General Tax Covenant.* The County will comply with all requirements of the Code in order to preserve the tax-exempt status of the Bonds, including without limitation, (i) the requirement to file Form 8038-G, *Information Return for Tax-Exempt Government Obligations*, with the Internal Revenue Service, and (ii) the requirement to rebate certain arbitrage earnings to the United States Government pursuant to Section 148(f) of the Code. In this connection, the County covenants to execute any and all agreements or other documentation as it may be advised by Bond Counsel will enable it to comply with this Section 10.01, including its certification on reasonable grounds that the Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code.

(b) *Tax Representations.* The County hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Registered Owners thereof for federal income tax purposes pursuant to the provisions of the Code. Without limiting the generality of the foregoing, the County represents and covenants that:

- (1) All property financed or refinanced with the proceeds of the Bonds will be owned by the County or another political subdivision of the State so long as the Bonds are Outstanding in accordance with the rules governing the ownership of property for federal income tax purposes.
- (2) The County shall not use, and will not permit any party to use, the proceeds of the Bonds, or any bonds refunded thereby, in any manner that would result in (i) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any Nongovernmental Person, (ii) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business of any Nongovernmental Person that is either “unrelated” or “disproportionate” to the governmental use of the financed facility by the County or by any other Governmental Unit (as the terms “unrelated” and “disproportionate” are defined for purposes of Section 141(b)(3) of the Code) or (iii) more than five percent (5%) of such proceeds, but in no event more than \$5,000,000, being considered as having been used directly or indirectly to make or finance loans to any Nongovernmental Person.
- (3) The County is not a party to, and will not enter into or permit any other party to enter into, any contract with any person involving the management of any facility financed or refinanced with the proceeds of the Bonds or by notes paid by the Bonds that does not conform to the guidelines set forth in Revenue Procedure 2017-13, or a successor revenue procedure or Code provision.

- (4) The County will not sell, or permit any other party to sell, any property financed or refinanced with the Bonds to any person unless it obtains an opinion of Bond Counsel that such sale will not affect the tax-exempt status of the Bonds.
- (5) The Bonds will not be “federally guaranteed” within the meaning of Section 149(b) of the Code. The County shall not enter into, or permit any other party to enter into, any leases or sales or service contract with any federal government agency with respect to any facility financed or refinanced with the proceeds of the Bonds and will not enter into any such leases or contracts unless it obtains the opinion of Bond Counsel that such action will not affect the tax-exempt status of the Bonds.

(c) *Arbitrage Bonds, Rebate.* The County covenants that no use of the proceeds of the sale of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be “arbitrage bonds” as defined in the Code, and to that end the County shall:

- (1) comply with the applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code, so long as the Bonds are Outstanding;
- (2) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States Government;
- (3) make such reports of such information at the time and places required by the Code; and
- (4) take such other action as may be required to assure that the tax-exempt status of the Bonds will not be impaired.

(d) *Bank Qualified.* Any qualifying Series of Bonds may be designated by an Authorized Officer pursuant to Article V hereof as “qualified tax-exempt obligations” in accordance with Section 265(b)(3)(B) of the Code, and after consultation with Bond Counsel.

(e) *Tax Certificate.* An Authorized Officer is hereby authorized and directed to execute, at or prior to delivery of any Series of Bonds, a certificate or certificates specifying actions taken or to be taken by the County, and the reasonable expectations of such officials, with respect to such Series of Bonds, the proceeds thereof, or the County. The County agrees to comply with its undertakings on its part set forth in any such certificate delivered with respect to Bonds.

(f) *Reimbursement Declaration.* The County adopted a declaration of official intent under United States Department of the Treasury Regulation Section 1.150-2 on July 18, 2023.

(g) *Taxable Bonds.* Prior to or upon the issuance of a Series of Bonds, an Authorized Officer may, in consultation with Bond Counsel, designate a Series of Bonds as Taxable Bonds

pursuant to the delegation authorization in Article V hereof. The election to issue a Series of Taxable Bonds shall be clearly indicated by including the phrase “Taxable Series,” or words to that effect, in the series designation of such Taxable Bonds. The above provisions of this Section 10.01 shall not be applicable to any Series of Taxable Bonds.

#### Section 10.02 Disclosure Covenants.

(a) The County hereby covenants and agrees that it will comply with and carry out all of the provisions of any continuing disclosure certificate or agreement, executed by an Authorized Officer and dated the date of delivery of the Bonds, which will meet the requirements, as applicable, of Section 11-1-85 of the South Carolina Code, which may require, among other things, that the County file with a central repository when requested: (i) a copy of its annual independent audit within 30 days of its receipt and acceptance and (ii) event-specific information, within 30 days of an event adversely affecting more than five percent of its revenues or five percent of its tax base. The only remedy for failure by the County to comply with the covenants in this Section 10.02 shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85 of the South Carolina Code, without the consent of any Registered Owner.

(b) The County hereby covenants and agrees that it will comply with and carry out all of the provisions of any Continuing Disclosure Undertaking, executed by an Authorized Officer in connection with the issuance and delivery of a Series of Bonds. Notwithstanding any other provision of this Ordinance, failure of the County to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Registered Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County to comply with its obligations under this Section. The execution of the Continuing Disclosure Undertaking shall constitute conclusive evidence of the approval by the person executing the same of any and all modifications and amendments thereto. Additionally, the Authorized Officer is authorized to contract with a dissemination agent for certain dissemination services associated with the execution and delivery of the Continuing Disclosure Undertaking.

(c) In the event a Series of Bonds are not sold as securities, but rather as a commercial loan to a Direct Placement Purchaser, no Continuing Disclosure Undertaking shall be required, but the County hereby covenants and agrees to provide financial information to the purchaser of such Series of Bonds as may be mutually agreed by an Authorized Officer and the Direct Placement Purchaser, including an agreement to provide audited financial statements within a fixed period or by a set date. Any failure by the County to comply with this paragraph, or an agreement or covenant authorized hereby, shall be enforceable solely by an action for specific performance to provide the appropriate documents or information, and shall not be a default under this Bond Ordinance or the Bonds.

\* \* \*

## ARTICLE XI

### MISCELLANEOUS

#### Section 11.01 Failure to Present Bonds.

Anything in this Ordinance to the contrary notwithstanding, any money held by the Paying Agent in trust for the payment and discharge of any of the Bonds, or the interest thereon, which remains unclaimed for such period of time, after the date when such Bonds have become due and payable, that the Registered Owner thereof shall no longer be able to enforce the payment thereof, the Paying Agent shall at the written request of the County pay such money to the County as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Registered Owner shall look only to the County for the payment of such Bonds; provided, however, the Paying Agent shall forward to the County all moneys which remain unclaimed during a period five years from a Bond Payment Date, provided, however, that before being required to make any such payment to the County, the Paying Agent, at the expense of the County, may conduct such investigations as may in the opinion of the Paying Agent be necessary to locate the Registered Owner of those who would take if the Registered Owner shall have died.

#### Section 11.02 Professional Services.

The County Council hereby authorizes, approves, or ratifies, as applicable, the engagement of First Tryon Advisors to act as financial advisor (the “***Financial Advisor***”) and Pope Flynn, LLC to act as Bond Counsel and disclosure counsel (if applicable) in connection with the issuance of each Series of Bonds hereunder and authorizes an Authorized Officer to engage the services of such other professionals and institutions of a type and in a manner customary in connection with the issuance of municipal bonds, including, but not limited to, contractual arrangements with other professionals, rating agencies, verification agents, financial and trust institutions, printers and the suppliers of other goods and services in connection with the sale, execution and delivery of the Bonds, as is necessary and desirable.

#### Section 11.03 Filing of Copies of Ordinance.

Copies of this Ordinance shall be filed in the office of the Clerk to County Council and in the office of the Clerk of Court for the County (as a part of the Record of Proceedings).

#### Section 11.04 Further Action by Officers of the County.

The County Council hereby ratifies any actions previously taken that are contemplated or authorized herein. The County Council authorizes any Authorized Officer, and all other appropriate officials of the County, to execute all such agreements, documents and instruments as may be necessary, required, or appropriate to effect the issuance of the Bonds. The Clerk to County Council is authorized and directed to attest and otherwise certify all appropriate agreements, documents and instruments in connection with the issuance of the Bonds.

#### Section 11.05 Ordinance to Constitute Contract.

In consideration of the purchase and acceptance of Bonds, the provisions of this Ordinance shall constitute a contract between the County and such Registered Owners from time to time of the Bonds.

Section 11.06 Savings Clause.

If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 11.07 Successors.

Whenever in this Ordinance the County is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the County, and all the covenants and agreements contained in this Ordinance or by or on behalf of the County shall bind and inure to the benefit of said successor whether so expressed or not.

Section 11.08 General Repealer; Effective Date.

All rules, regulations, resolutions, and ordinances and parts thereof, procedural or otherwise in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force upon enactment at third reading thereof.

\* \* \*

**ORDAINED** in meeting duly assembled this 19th day of December 2023.

ATTEST:

ANDERSON COUNTY COUNCIL

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman

---

Renee Watts  
Anderson County Clerk to Council

Approved as to form:

---

Leon C. Harmon  
Anderson County Attorney

First Reading:	November 21, 2023
Second Reading:	December 5, 2023
Public Hearing:	December 5, 2023
Third Reading:	December 19, 2023

**EXHIBIT A**  
**FORM OF NOTICE OF PUBLIC HEARING**

**NOTICE OF PUBLIC HEARING**

The Anderson County Council will hold a public hearing to receive oral or written comments on Tuesday, December 5, 2023 at 6:30 p.m. concerning a proposed ordinance entitled “AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING EIGHT MILLION THREE HUNDRED THOUSAND DOLLARS (\$8,300,000) AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF ANDERSON COUNTY, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.” The public hearing will be held in the Council Chambers – 2nd Floor – Historic Courthouse, 101 S. Main Street, Anderson, SC 29624.

ANDERSON COUNTY, SOUTH CAROLINA



EXHIBIT B  
FORMS OF BONDS

[FORM OF BOND FOR COMPETITIVE DIRECT PLACEMENT]

WITH THE CONSENT OF THE PURCHASER, AND NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED IN THE ORDINANCE, THE BOND MAY BE SOLD OR TRANSFERRED ONLY TO SUBSEQUENT PURCHASERS WHO EXECUTE AN INVESTMENT LETTER DELIVERED TO THE COUNTY, IN FORM SATISFACTORY TO THE COUNTY, CONTAINING CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS AS TO THE SUITABILITY OF SUCH PURCHASERS TO PURCHASE AND HOLD THE BOND. SUCH RESTRICTION SHALL BE SET FORTH ON THE FACE OF THE BOND AND SHALL BE COMPLIED WITH BY EACH TRANSFEREE OF THE BOND.

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
ANDERSON COUNTY  
GENERAL OBLIGATION BOND  
SERIES 202\_\_

No. R-1

REGISTERED OWNER:

PRINCIPAL AMOUNT:       \$\_\_\_\_\_

ORIGINAL ISSUE DATE:

ANDERSON COUNTY, SOUTH CAROLINA (the “**County**”), a public body corporate and politic and a political subdivision of the State of South Carolina (the “**State**”), acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, or registered assigns, solely as hereinafter provided. This bond (this “**Bond**”) is being issued in the principal amount of \$\_\_\_\_\_, pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended, Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and a bond ordinance duly adopted by the Anderson County Council, its governing body, on \_\_\_\_\_, 2023 (the “**Ordinance**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Ordinance.

This Bond shall be payable with respect to principal on \_\_\_\_\_ 1 of the years 20\_\_ through 20\_\_, inclusive, and shall be payable with respect to interest each \_\_\_\_\_ 1 and \_\_\_\_\_ 1 (the “**Bond Payment Dates**”), beginning \_\_\_\_\_ 1, 20\_\_, through and including \_\_\_\_\_ 1, 20\_\_. The payments due on the Bond Payment Dates (the “**Bond Payments**”) are set forth at Exhibit A hereto. This Bond shall bear interest at the rate of \_\_\_\_% per annum, calculated on the basis of a 360-day year consisting of twelve 30-day months, from the original issue date of this Bond and shall be paid by way of the Bond Payments to the person in whose name this Bond is registered at the close of business on the fifteenth day of the month next preceding each Bond Payment Date. The Bond Payments shall be payable by check or draft mailed at the times provided herein from the Paying Agent to the person

**EXHIBIT B**  
**FORMS OF BONDS**

in whose name this Bond is registered at the address shown on the registration books. [Insert wire or other payment provisions, if any] The Bond Payments are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The County and the Registered Owner have mutually agreed to waive all requirements for presentation and surrender of this Bond in connection with the payment thereof; provided, however that upon the payment of final Bond Payment, the Purchaser will either (i) present and surrender this Bond, (ii) provide other Indicia of Satisfaction, or (iii) [insert mutually agreed mechanism].

[This Bond is not subject to optional redemption prior to maturity.] [This Bond is subject to optional redemption at the option of the County, in whole, or in part, at any time at [ ]% of the principal amount redeemed plus accrued interest to the date of redemption.] [This Bond is subject to optional redemption at the option of the County before \_\_\_\_\_, 20\_\_, [in whole, but not in part], at any time at [ ]% of the principal amount redeemed plus accrued interest to the date of redemption. After \_\_\_\_\_, 20\_\_, the Bond is subject to redemption at the option of the County, in whole, but not in part, at any time at [ ]% of then outstanding principal plus accrued interest to the date of redemption.]

If this Bond is called for redemption, the Registrar will give notice to the Registered Owner of this Bond in the name of the County, of the redemption of such Bonds, or portions thereof. [Notice and redemption conditions shall otherwise comply with Section 7.03 of the Bond Ordinance.]

THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE HEREBY IRREVOCABLY PLEDGED FOR THE PAYMENT OF THIS BOND, AND THERE SHALL BE LEVIED AND COLLECTED ANNUALLY A TAX ON ALL TAXABLE PROPERTY IN THE COUNTY, WITHOUT LIMIT, SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THIS BOND AS THE SAME MATURES AND COMES DUE, RESPECTIVELY, AND TO CREATE SUCH SINKING FUND AS MAY BE NECESSARY THEREFOR.

This Bond shall be transferable only upon the Registry Books maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Registered Owner of the Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Upon surrender for transfer of Bonds, the County shall execute, authenticate and deliver, in the name of the Person who is the transferee, a new Bond of the same principal amount and maturity and rate of interest as the surrendered Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid. The County, the Registrar, and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

For every exchange or transfer of this Bond, the County or the Paying Agent or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

**EXHIBIT B**  
**FORMS OF BONDS**

[The County shall deliver to the Registered Owner within \_\_\_\_ days of each fiscal year end audited financial statements of the County for such fiscal year. Any failure of the County to comply with the terms of this paragraph shall be enforceable solely through an action for specific performance to provide the appropriate documents or information and shall not be a default under this instrument or the Ordinance.]

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes, but the interest hereon may be included in certain franchise fees or taxes.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other general obligation and bonded indebtedness of the County does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this Bond as they become due and payable and to create such sinking fund as may be necessary therefor.

This Bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

*[Signature Page Follows]*

**EXHIBIT B**  
**FORMS OF BONDS**

**IN WITNESS WHEREOF, ANDERSON COUNTY, SOUTH CAROLINA,** has caused this Bond to be signed by the manual signature of the Chairman of the County Council, the same to be attested by the manual signature of the Clerk to County Council, and the seal of the County to be impressed hereon.

(SEAL)

**ANDERSON COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chairman  
Anderson County Council

Attest:

\_\_\_\_\_  
Clerk to Council  
Anderson County Council

**EXHIBIT B**  
**FORMS OF BONDS**

**CERTIFICATE OF AUTHENTICATION**

This Bond has been registered in the name of [PURCHASER], on the registration books kept by the Office of the Anderson County Treasurer, as Registrar.

By: \_\_\_\_\_  
Treasurer  
Anderson County, South Carolina

**EXHIBIT B**  
**FORMS OF BONDS**

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the  
entireties

\_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

JT TEN - as joint tenants with  
right of survivorship  
and not as tenants in  
common

under Uniform Gifts to  
Minors Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in above list.

**FORM OF ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto  
\_\_\_\_\_ (Name and Address of Transferee)  
\_\_\_\_\_ the within Bond and does hereby irrevocably constitute and  
appoint \_\_\_\_\_ attorney to transfer the within Bond on the books kept for  
registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature Guaranteed

\_\_\_\_\_  
(Authorized Officer)

\_\_\_\_\_  
Notice: Signature(s) must be  
guaranteed by an institution  
which is a participant in the  
Securities Transfer Agents  
Medallion Program ("STAMP")  
or similar program.

\_\_\_\_\_  
Notice: The signature to the  
assignment must correspond with  
the name of the registered  
holder as it appears upon the  
face of the within Bond in every  
particular, without alteration or  
enlargement or any change whatsoever.

**EXHIBIT B**  
**FORMS OF BONDS**

**[FORM OF BOND FOR COMPETITIVE PUBLIC OFFERING]**

**UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
ANDERSON COUNTY  
GENERAL OBLIGATION BONDS  
SERIES 202\_**

No. R-\_\_\_\_

INTEREST RATE      MATURITY DATE      ORIGINAL ISSUE DATE      CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:      \$ \_\_\_\_\_

ANDERSON COUNTY, SOUTH CAROLINA (the “**County**”), a public body corporate and politic and a political subdivision of the State of South Carolina (the “**State**”), acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Owner named above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, upon presentation and surrender of this bond at the Corporate Trust Office of \_\_\_\_\_ in the City of \_\_\_\_\_ (the “**Paying Agent**” or the “**Registrar**”), and to pay interest on such principal sum at the interest rate set forth above (calculated on the basis of a 360-day year of twelve 30-day months), until the County’s obligation with respect to the payment of such Principal Amount shall be discharged.

Interest on this bond is payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year commencing \_\_\_\_\_ (each, a “**Bond Payment Date**”), until this bond matures. This bond shall bear interest at the rate of interest per annum set forth above (on the basis of a 360-day year of twelve 30-day months) from \_\_\_\_\_, 202\_, if no interest has yet been paid; otherwise from the last Bond Payment Date to which interest has been paid and which Bond Payment Date is on or prior to the authentication date thereof.

Both the principal of and interest on this bond shall be payable by check or draft mailed to the person in whose name this bond is registered on the Registry Books (as defined in the Bond Ordinance) maintained at the Corporate Trust Office of the Registrar, at the close of business on the 15<sup>th</sup> day of the calendar month next preceding each Bond Payment Date. The principal and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

**EXHIBIT B**  
**FORMS OF BONDS**

This bond is one of an issue of bonds (the “**Series 202\_ Bonds**”) of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \$\_\_\_\_\_, issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15 of the Code of Laws of South Carolina 1976, as amended, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended; and an ordinance duly enacted by the County Council of Anderson County, on \_\_\_\_\_, 2023 (the “**Bond Ordinance**”). Terms with initial capitals used herein and not otherwise defined have the meaning given such terms in the Bond Ordinance.

Series 202\_ Bonds maturing on or before \_\_\_\_\_ 1, 20\_\_, are not subject to optional redemption prior to maturity. Series 202\_ Bonds maturing after \_\_\_\_\_ 1, 20\_\_, are subject to redemption prior to maturity, in whole or in part, at the option of the County, at any time on and after \_\_\_\_\_ 1, 20\_\_, at a redemption price of par plus accrued interest to the date of redemption.

If this bond is called for redemption, the Registrar will give notice to the Registered Owner of this bond in the name of the County, of the redemption of such bond, or portions thereof. Notice and redemption conditions shall otherwise comply with Section 7.03 of the Bond Ordinance.

THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE HEREBY IRREVOCABLY PLEDGED FOR THE PAYMENT OF THIS BOND, AND THERE SHALL BE LEVIED AND COLLECTED ANNUALLY A TAX ON ALL TAXABLE PROPERTY IN THE COUNTY, WITHOUT LIMIT, SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THIS BOND AS THE SAME MATURES AND COMES DUE, RESPECTIVELY, AND TO CREATE SUCH SINKING FUND AS MAY BE NECESSARY THEREFOR.

The Series 202\_ Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Ordinance. One bond certificate with respect to each date on which the Series 202\_ Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Series 202\_ Bonds by the Securities Depository's Participants, beneficial ownership of the Series 202\_ Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Paying Agent will recognize the Securities Depository Nominee, while the Registered Owner of this bond, as the owner of this bond for all purposes, including payments of principal of, interest on, and Redemption Price, if any, this bond, notices and voting. Transfer of principal of, interest on, and Redemption Price, if any, payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal of, interest on, and Redemption Price if any, to beneficial owners of the Series 202\_ Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners.



**EXHIBIT B**  
**FORMS OF BONDS**

The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the Registered Owner of this bond, notwithstanding, the provision hereinabove contained, payments of principal, interest, and Redemption Price, if any, shall be made in accordance with existing arrangements between the Paying Agent or its successors under the Bond Ordinance and the Securities Depository.

This bond is transferable only upon the Registry Books kept for that purpose at the Corporate Trust Office of the Registrar and Paying Agent by the Registered Owner hereof in person or by his duly authorized attorney upon surrender of this bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Thereupon a new fully registered bond or bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County and the Registrar and Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

For every exchange or transfer of Series 202\_ Bonds, the County or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

Under the laws of the State of South Carolina, this bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included for certain franchise fees or taxes.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively become due and to create such sinking fund as may be necessary therefor.

This bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

**IN WITNESS WHEREOF, ANDERSON COUNTY, SOUTH CAROLINA,** has caused this bond to be signed by the manual signature of the Chairman of the County Council, the

**EXHIBIT B**  
**FORMS OF BONDS**

same to be attested by the manual signature of the Clerk to County Council, and the seal of the County to be impressed hereon.

(SEAL)

**ANDERSON COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chairman  
Anderson County Council

Attest:

\_\_\_\_\_  
Clerk to Council  
Anderson County Council

**EXHIBIT B**  
**FORMS OF BONDS**

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the Series 202\_ Bonds described in the within mentioned Ordinance of Anderson County, South Carolina dated \_\_\_\_\_, 20\_.

[NAME OF REGISTRAR],  
as Registrar

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

Date of Authentication: \_\_\_\_\_

**EXHIBIT B**  
**FORMS OF BONDS**

**FORM OF ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto  
\_\_\_\_\_  
the within bond and does hereby irrevocably constitute and appoint  
\_\_\_\_\_  
attorney to transfer the within bond on the books kept for registration thereof, with full power of  
substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Authorized Officer)

\_\_\_\_\_  
Notice: The signature to the assignment must  
correspond with the name of the registered owner  
as it appears upon the face of the within bond in  
every particular, without alteration or  
enlargement or any change whatever.

**EXHIBIT C**

**FORM OF SUMMARY NOTICE OF SALE**

**NOTICE OF SALE**

Bids will be received by Anderson County, South Carolina, at \_\_:00 a.m. (Eastern Time) on [DATE], pursuant to, and subject to the terms of, the Official Notice of Sale with respect to the sale of the \$\_\_\_\_\_ General Obligation Bond[s], Series 202\_ of Anderson County, South Carolina. The par amount of the bonds is subject to adjustment as set forth in the Official Notice of Sale. The Official Notice of Sale and other information are available from Amy Vitner, First Tryon Advisors, Financial Advisor to Anderson County (telephone (704) 926-2457; email [avitner@firsttryon.com](mailto:avitner@firsttryon.com)).

**EXHIBIT D**  
**FORMS OF OFFICIAL NOTICE OF SALE**

**[FORM FOR COMPETITIVE DIRECT PLACEMENT]**

**OFFICIAL NOTICE OF SALE**

**\$8,300,000\***  
**Anderson County, South Carolina**  
**General Obligation Bond**  
**Series 202\_**

Anderson County, South Carolina (the “**County**”), pursuant to this Official Notice of Sale, is requesting bids from financial institutions with respect to its \$8,300,000\* General Obligation Bond, Series 202\_ (the “**Bond**”).

Your response to this Official Notice of Sale would be greatly appreciated. The following terms and key assumptions are to be utilized in preparing your bid:

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids addressed to the County will be received by the County until \_\_:00 a.m., Eastern Time, on \_\_\_\_\_, \_\_\_\_\_, 20\_\_, at which time said bids will be publicly opened for the award of a commercial loan to be evidenced by the Bond.

Issuer: Anderson County, South Carolina

Purpose: Proceeds of the Bond will be used to provide funds to provide funds (i) to defray the costs of the renovation, reconstruction, and equipping of the County’s Historic Courthouse (the “**Project**”), and (ii) to pay the costs of issuance of the Bond.

Tax Treatment: Tax-Exempt

Bank Qualified: [No]

Audit: The last three years of audited financial statements are provided under separate attachment.

Security: The Bond is a general obligation of the County secured by an irrevocable pledge of the full faith, credit, and taxing power of the County. There shall be levied and collected annually in the same manner as other property taxes are levied and collected, an *ad valorem* tax, without limit as to rate or amount, on all taxable property in the County sufficient to pay the principal of and interest on the Bond as it matures and to create such sinking fund as may be necessary therefor.

Rating: No rating is expected to be obtained for the Bond.

**EXHIBIT D**  
**FORMS OF OFFICIAL NOTICE OF SALE**

Issue Size: \$8,300,000\*

Debt Structure: A preliminary amortization has been provided below and should be used in preparation of your bid. The County reserves the right to modify the amortization to achieve its desired debt service structure. The Bond shall bear a single fixed rate for the entire term thereof.

[INSERT PRELIMINARY AMORTIZATION TABLE]

Principal Payments: Annual principal payments payable on \_\_\_\_\_ of each year, commencing \_\_\_\_\_ through \_\_\_\_\_.

Interest Payments: Semi-annual interest payments payable on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_. Interest will be calculated on a 30/360 basis.

Optional  
Prepayment: The County is seeking flexibility with respect to redemption provisions. Please specify the redemption structure(s) that would provide the County with flexibility at the lowest cost of funds. Proposals with multiple redemption options are permitted.

Bid Requirements: Bidders shall specify a single, fixed rate of interest for the Bond.

Bidders shall specify the rates of interest per annum which the Bond is to bear, to be expressed in multiples of 1/1000 of 1%. The fixed rate must be held firm until closing. A bid for less than the entire amount of the Bond, or a bid at a price less than par, will not be considered. The interest rate bid must be held firm until at least \_\_\_\_\_, 20\_\_.

No Increased Costs: The County may deem any bids that require contractual provisions specifying future interest rate adjustments, including those relating to (i) the successful bidder's increased costs, taxes, changes in capital adequacy, or capital requirements; or (ii) events of taxability or default related to the Bond as nonresponsive to this Official Notice of Sale and may, in its discretion, disallow such bids.

Closing Costs: The costs of issuance of the Bond will be borne by the County. However, the County does not anticipate paying any closing costs to or on behalf of the successful bidder. Please specify any exceptions. Any closing costs to be borne by the County must be included as absolute figures and will be included in calculating total interest cost as described below under "Award."

Ongoing Costs: None anticipated to be paid to or on behalf of the successful bidder. Please specify any exceptions. Any ongoing costs to be borne by the

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**FORMS OF OFFICIAL NOTICE OF SALE**

County must be included as absolute figures and will be included in calculating total interest cost as described below under “Award.”

Closing: Closing is anticipated to take place on \_\_\_\_\_, 20\_\_

Ongoing Disclosure: The County will agree to provide its audit, upon request, to the purchaser of the Bond annually within 270 days of the end of its fiscal year. Bidders must specify any other ongoing disclosure obligations in their bid.

Award: The award will be based on the lowest total financing cost (including both interest cost, and upfront and ongoing fees and expenses); provided, however, the County reserves the right to select the bidder offering terms that best meet the needs of the County, including, without limitation, flexible prepayment terms and an absence of additional terms and conditions. In the event of tie bids, each tie bidder will be allowed to submit one or more lower bids on a modified auction basis until there is an award. The County reserves the right to request additional information from the bidders and to waive any irregularity or informality and to negotiate provisions and covenants directly with any bidder. The County also reserves the right to reject all bids for any reason.

Sale to a Financial Institution: The Bond shall be sold to a single financial institution. No official statement, prospectus, offering circular, or other comprehensive offering material containing material information with respect to the County and the Bond is being issued.

Loan Treatment: By submitting a bid in response to this Notice of Sale, each bidder acknowledges and represents to the County and its Financial Advisor that (i) no official statement or other offering material will be furnished other than this Notice of Sale; (ii) the bidder has knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of making the commercial loan to be evidenced by the Bond and is financially able to bear the economic risk of holding the Bond; (iii) no CUSIP number will be obtained for the Bond; and (iv) the bidder intends to acquire the Bond solely for its own account as a vehicle for making a commercial loan and with no present intention to distribute or resale the Bond or any portion thereof.

Investment Letter: The successful bidder will be required to execute a letter to the County acknowledging, among other things, that (i) no official statement or other offering material has been furnished other than this Official Notice of Sale; (ii) the successful bidder had an opportunity to make inquiries



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of, and receive answers from such officials, employees, agents and attorneys of the County; (iii) the successful bidder has knowledge and experience in financial and business matters and that it is capable of evaluating the merits and risks of making the loans to be evidenced by the Bond and is financially able to bear the economic risk of holding the Bond; (iv) the successful bidder is acquiring the Bond as a vehicle for making a commercial loan and without a present view to the distribution or resale thereof (subject, nevertheless, to any requirement of law that the disposition of its property shall at all times be under its control) within the meaning of the federal securities laws; and (v) the successful bidder is acquiring the Bond solely for its own account and no other person now has any direct or indirect beneficial ownership or interest therein. The form of the investment letter is available upon request.

Legal Opinion: Pope Flynn, LLC will prepare all documents and closing papers in connection with the issuance of the Bond, and provide a validity opinion and an opinion as to the treatment of the interest on the Bond under federal tax law at the County's expense.

Schedule: Official Notice of Sale Distributed:

Award of Bond:

Closing:

Date: This Official Notice of Sale is dated \_\_\_\_\_, 20\_\_.

Questions may be addressed to the County through its financial advisor using the contact information below: Amy Vitner, First Tryon Advisors, 6101 Carnegie Blvd, Suite 210, Charlotte, NC 28209 (telephone (704) 926-2457; email: [avitner@firsttryon.com](mailto:avitner@firsttryon.com)).

**EXHIBIT D**

**FORMS OF OFFICIAL NOTICE OF SALE**  
**[FORM FOR COMPETITIVE PUBLIC OFFERING]**

OFFICIAL NOTICE OF SALE

\$[PAR]\*  
ANDERSON COUNTY, SOUTH CAROLINA  
GENERAL OBLIGATION BONDS  
SERIES 202\_

(BOOK-ENTRY-ONLY)

ELECTRONIC BIDS for the purchase of the \$[PAR]\* General Obligation Bonds, Series 202\_, of Anderson County, South Carolina (the “**Bonds**”) will be received by Anderson County, South Carolina (the “**County**”), in the Office of the Anderson County Administrator, 101 South Main Street, Anderson, South Carolina 29624 until \_\_:00 a.m. (Eastern Time) on \_\_\_\_\_, 202\_ (the “Sale Date”) (unless postponed as provided herein).

*PARITY® Only.* The County will only accept electronic bids submitted through the BiDCOMP/Parity Electronic Bid Submission System (“**PARITY®**”). No other form of bid or provider of electronic bidding services will be accepted. Information about the electronic bidding services of PARITY® may be obtained from IPREO, Municipal Services, telephone (212) 404-8102, or parity@ipreo.com.

*Purpose.* The Bonds are being issued for the purpose of providing funds to defray (i) the costs of the renovation and reconstruction of the County courthouse, and (ii) the costs of issuance of the Bonds.

*Authorization.* The issuance of the Bonds is authorized pursuant to the provisions of Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and a bond ordinance of the County Council of Anderson County, the governing body of the County, dated \_\_\_\_\_, 2023 (the “**Bond Ordinance**”).

*Security.* The Bonds are general obligations of the County secured by an irrevocable pledge of the full faith, credit, and taxing power of the County. There shall be levied and collected annually in the same manner as other property taxes are levied and collected, an *ad valorem* tax, without limit as to rate or amount, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

*Description of the Bonds.* The Bonds will initially be subject to a system of book-entry registration maintained by The Depository Trust Company, New York, New York (“**DTC**”). Principal of the Bonds when due will be paid upon presentation and surrender of such Bonds at the Corporate Trust Office of the Paying Agent, as identified herein. The Bonds will be dated the date of delivery thereof, and bear interest from their dated date at a rate or rates to be named by the successful bidder (the “**Purchaser**”). Interest on the Bonds will be payable on \_\_\_\_ 1 and \_\_\_\_ 1 of each year commencing \_\_\_\_ 1, 20\_\_. Interest on the Bonds will be calculated on the basis of a

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360-day year consisting of twelve 30-day months. Both principal of and interest on the Bonds will be paid in any coin or currency of the United States of America, which, at the time of payment, is legal tender for the payment of public and private debts. The Bonds will be issued in denominations of \$5,000 or any multiple thereof. The Bonds will mature on \_\_\_\_\_ 1 (the “**Annual Principal Payment Date**”) in the years and principal amounts as follows:

	Principal Amount*
_____ 1	

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\* Preliminary, subject to adjustment as set forth herein.

*Optional Redemption.* [The Bonds maturing on or prior to [\_\_\_\_\_] 1, 20\_\_ are not subject to option redemption prior to their maturity date. The Bonds maturing after [\_\_\_\_\_] 1, 20\_\_, are subject to redemption, in whole or in part, at any time in any order of maturity to be determined by the County, on and after [\_\_\_\_\_] 1, 20\_\_ at the redemption price of par plus accrued interest to the date fixed for redemption.]

*Term Bonds.* Bidders may designate in their bid two or more consecutive annual principal payments as a term bond which matures on the last Annual Principal Payment Date of the sequence. Any term bond so designated must be subject to mandatory sinking fund redemptions in each year on the Annual Principal Payment Dates such that the principal amounts subject to mandatory sinking fund redemption match the principal amounts scheduled to mature as set forth in the table above\* and equal, together with the principal amount of such term bond due at its maturity, the principal amount of the term bond. There is no limitation on the number of term bonds.

*Adjustments to Principal Amounts of the Bonds.* As promptly as reasonably possible after the bids are received, the County will notify the bidder to which the Bonds will be awarded, if and when such award is made, and such bidder, upon such notice, shall advise the County of the initial public offering prices of each maturity of the Bonds (the “**Initial Reoffering Prices**”). The Initial Reoffering Prices of the Bonds will be used to calculate the final maturity schedules and the final aggregate principal amount of the Bonds (the “**Final Amounts**”), which schedules and aggregate principal amount are subject to adjustment in the discretion of the County to achieve the County’s debt service objectives and to comply with State law. The Purchaser may not withdraw its bid or

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\* Preliminary, subject to adjustment as set forth herein.

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change the interest rates bid or the Initial Reoffering Prices as a result of any changes made to the revised amounts.

The dollar amount bid by the Purchaser will be adjusted to reflect any adjustments in the aggregate principal amount of the Bonds. Such adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and original issue discount or premium, if any, but will not change the selling compensation per \$1,000 of par amount of the Bonds from the selling compensation that would have been received based on the purchase price for the Bonds of the winning bid and the Initial Reoffering Prices. The interest rate specified by the Purchaser for each maturity of the Bonds at the Initial Reoffering Prices for such maturity will not change.

The Final Amounts and the adjusted purchase price will be communicated to the Purchaser as soon as possible, but no later than 5:00 p.m. (Eastern Time) on the Sale Date.

*Electronic Bidding Procedures.* Bids to purchase Bonds (all or none) must be submitted electronically via PARITY®. Bids will be communicated electronically to the County at \_\_\_\_\_ (Eastern Time) on the Sale Date. Prior to that time, a prospective bidder may (i) submit the proposed terms of its bid via PARITY®, (ii) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Bonds or (iii) withdraw its proposed bid. Once the bids are communicated electronically via PARITY® to the County, each bid will constitute an irrevocable and unconditional offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on PARITY® shall constitute the official time. The County will not accept bids by any means other than electronically via PARITY®.

*Disclaimer.* Each prospective bidder shall be solely responsible for submitting its bid via PARITY® as described above. Each prospective bidder shall be solely responsible to make necessary arrangements to access PARITY® for the purpose of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale. Neither the County nor PARITY® shall have any duty or obligation to provide or assure access to PARITY® to any prospective bidder, and neither the County nor PARITY® shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY®. The County is using PARITY® as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of PARITY® to the effect that any particular bid complies with the terms of this Official Notice of Sale and in particular the "CONDITIONS OF SALE" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their submission of bids via PARITY® are the sole responsibility of the bidders; and the County is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying, or withdrawing a bid for the Bonds, the bidder should telephone PARITY® at (212) 849-5023 and notify the County's Financial Advisor, \_\_\_\_\_, First Tryon Advisors, by telephone at (\_\_\_\_) - \_\_\_\_\_. To the extent any instructions or directions set forth in PARITY® conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about PARITY®, potential bidders may contact PARITY® at i-Deal (212) 849-5023.

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CONDITIONS OF SALE

Bidders are invited to name the rate or rates of interest which the Bonds are to bear, and unless all bids are rejected, they will be awarded to the bidder offering to purchase them at the lowest interest cost (as defined below) to the County at a price of not less than par. Bidders may name any number of rates of interest, in any variations selected by the bidder except that:

- (1) all Bonds of the same maturity must bear the same rate of interest and yield;
- (2) no rate of interest named shall be more than six (6.00) percentage points;
- (3) a zero (0.0) percentage point rate of interest is not permitted;
- (4) each interest rate named must be a multiple of 1/8th or 1/20th of one (1) percent;
- (5) any premium offered must be paid in cash as a part of the purchase price; and
- (6) all bids must be for no less than 100 percent of the par value of the Bonds.

By submitting a bid, each bidder represents that the bidder's proposal is genuine, and not a sham or collusive, and is not made in the interest of or on behalf of any person not therein named, the bidder has not directly or indirectly induced or solicited any other bidder to submit a sham bid or any other person, firm or corporation to refrain from bidding, and the bidder has not in any manner sought by collusion to secure for it an advantage over any other bidder. By submitting a bid for the Bonds, each bidder also represents and warrants to the County that (i) it has an established industry reputation for underwriting new issuances of municipal bonds; and (ii) such bidder's bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such bidder by an officer or agent who is duly authorized to bind the bidder to a legal, valid and enforceable contract for the purchase of the Bonds.

*[No Good Faith Deposit.* No good faith deposit shall be required.]

*[Bond Insurance.* The Bonds are being offered without bond insurance or any third-party credit enhancement. Bids may not be conditioned upon qualification for or the receipt of any bond insurance and no bid that is contingent on the use of bond insurance will be accepted.]

*Basis of Award.* The Bonds will be awarded to the bidder offering to purchase all of the Bonds at the lowest interest cost to the County. The lowest interest cost shall be determined in accordance with the true interest cost (TIC) method. In the event two or more bidders offer to purchase the Bonds at the same lowest TIC, the County will award the Bonds to one of such bidders based upon which bid was received first, as determined by reference to the time stamp displayed on PARITY®. Once communicated from PARITY® to the County, Bids submitted may not be withdrawn prior to the award.

*Issue Price Determination.* The County expects that the bid for the Bonds will satisfy the federal tax requirements for a qualified competitive sale of bonds, including, among other things, receipt of bids for the Bonds from at least three underwriters, who have established industry

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**FORMS OF OFFICIAL NOTICE OF SALE**

reputations for underwriting new issuances of municipal bonds (a “*Qualified Competitive Bid*”). The County will advise the successful bidder as promptly as possible after the bids are opened whether the bid constitutes a Qualified Competitive Bid, or, in the alternative, a bid that fails to satisfy such requirements (a “*Nonqualified Competitive Bid*”). **It is noted that procedures for a Nonqualified Competitive Bid may require the winning bidder of the Bonds and, if applicable, other underwriters of the Bonds, to hold the initial offering prices for certain maturities of the Bonds for up to five business days after the sale date, as further specified in the form of such certification.**

*Reoffering Price Certification.* The Purchaser must deliver to the County at closing an “issue price” or similar certificate setting forth the reasonably expected initial reoffering price to the public of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, if the bid constitutes a Qualified Competitive Bid or as Exhibit B, if the bid constitutes a Nonqualified Competitive Bid, with such modifications as may be appropriate or necessary, in the reasonable judgement of the Purchaser, the County, and Bond Counsel.

*Acceptance or Rejection of Bids.* Bids will be accepted or rejected promptly after receipt and not later than 2:00 p.m. (Eastern Time) on the Sale Date.

*Rights Reserved.* The County reserves the right to reject any and all bids and to reject any bids not complying with this Official Notice of Sale. The County also reserves the right to waive any irregularity or informality with respect to any bid.

*Right to Change this Official Notice of Sale and to Postpone Offering.* The County reserves the right to make changes to this Official Notice of Sale and also reserves the right to postpone, from time to time, the date and time established for the receipt of bids. Any such postponement will be announced via Thomson Municipal News, Bloomberg, or other electronic information service. If canceled, the sale may be thereafter rescheduled within 60 days of the date of the publication of this Official Notice of Sale, and notice of such rescheduled date of sale will be posted at least 48 hours prior to the time for receipt of bids through Thomson Municipal News, Bloomberg, or other electronic information service. On any such alternative sale date and time, any bidder may submit an electronic bid for the purchase of the Bonds in conformity in all respects with the provisions of this Official Notice of Sale, except for the date and time of sale and except for any changes announced over Thomson Municipal News, Bloomberg, or other electronic information service at the time the sale date and time are announced.

*Delivery of Bonds.* The Bonds will be delivered through the facilities of DTC on or about \_\_\_\_\_, 20\_\_, against payment of the purchase price therefor in federal funds.

*Documents to be Delivered at Closing.* The County will furnish, without cost to the Purchaser, the Bonds, an opinion as to their validity by Pope Flynn, LLC, Columbia, South Carolina, Bond Counsel, and the usual closing documents, which will include a certificate that there is no litigation pending restraining or enjoining the issuance and delivery of the Bonds.

*Tax Opinion.* The opinion of Bond Counsel will also state that (a) interest on the Bonds is excluded from gross income for federal income tax purposes under the Internal Revenue Code of

**EXHIBIT D**  
**FORMS OF OFFICIAL NOTICE OF SALE**

1986, as amended (the “**Code**”), and is not an item of tax preference for purposes of the federal alternative minimum tax; and (b) the Bonds and the interest thereon are exempt from all State, county, municipal, school district and all other taxes or assessments imposed within the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes. The opinion will further state that the Code establishes certain requirements which must be met subsequent to the issuance and delivery of the Bonds in order that interest on the Bonds remains excluded from gross income for federal income tax purposes. Noncompliance may cause interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds, regardless of the date on which such noncompliance occurs or is ascertained. The County has covenanted to comply with the requirements of the Code in the Bond Ordinance pursuant to which the Bonds are issued and, in rendering its opinion, Bond Counsel will assume compliance with such covenants.

*[Bank Qualified.* The County has designated the Bonds as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct, from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.]

*CUSIP Numbers.* It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the Purchaser thereof to accept delivery of and pay for said Bonds in accordance with the terms of its proposal. The County’s Financial Advisor will timely apply for CUSIP numbers with respect to the Bonds as required by MSRB Rule G-34. All expenses of preparation of the Bonds shall be paid by the County, but the CUSIP Global Services charge for the assignment of the numbers shall be paid by the Purchaser.

*Registrar and Paying Agent.* \_\_\_\_\_, shall serve as Registrar and Paying Agent for the Bonds. So long as the Bonds remain outstanding in book-entry form with DTC, all payments of principal and interest with respect to the Bonds shall be through the facilities of DTC.

*Official Statement.* The Preliminary Official Statement dated on or about \_\_\_\_\_, 202\_ (the “**Preliminary Official Statement**”) has been prepared by and deemed final by the County for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission (the “**Rule**”) but is subject to revision, amendment and completion in a final Official Statement as provided in the Rule. The Preliminary Official Statement is available via \_\_\_\_\_. The County designates the Purchaser as its agent for purposes of distributing copies of the final Official Statement. The Purchaser agrees to (i) accept such designation, and (ii) assure proper dissemination of the final Official Statement. The County will prepare and provide to the Purchaser, within seven business days after the sale date, a mutually agreed upon number of printed copies of the final Official Statement. The final Official Statement shall be in substantially the same form as the Preliminary Official Statement, subject to any additions, deletions or revisions that the County believes are necessary.

*Continuing Disclosure:* In order to assist the Purchaser in complying with the provisions of the Rule, the County will undertake, pursuant to the Bond Ordinance and a Continuing Disclosure Undertaking, to provide certain annual information reports and notices of certain

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events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

In accordance with Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the County has covenanted in the Bond Ordinance authorizing the issuance of the Bonds to file for availability in the secondary bond market when requested an annual independent audit, within thirty (30) days of the County's receipt of the audit; and event-specific information, within thirty (30) days of an event adversely affecting more than five percent (5%) of the County's revenue or tax base. The only remedy for failure by the County to comply with this covenant shall be an action for specific performance. Moreover, the County has specifically reserved the right to amend the covenant to reflect any change in such Section 11-1-85 without the consent of any bondholder.

*Additional Information.* Persons seeking additional information should communicate with (i) Rita Davis, CPA, Chief Financial Officer, Anderson County, 101 South Main Street, Anderson, South Carolina 29624 (telephone: (864) 260-4351; email: [rdavis@andersoncountysc.org](mailto:rdavis@andersoncountysc.org)); (ii) Gary T. Pope, Jr., Pope Flynn, LLC, bond counsel, 1411 Gervais Street, Columbia, South Carolina 29201 (telephone: (803) 354-4917; email: [gpope@popeflynn.com](mailto:gpope@popeflynn.com)); or (iii) Amy Vitner, First Tryon Advisors, financial advisor to the County with respect to the offering of the Bonds, 6101 Carnegie Blvd, Suite 210, Charlotte, NC 28209 (telephone (704) 926-2457; email: [avitner@firsttryon.com](mailto:avitner@firsttryon.com)).

ANDERSON COUNTY, SOUTH CAROLINA

Official Notice of Sale dated:



**EXHIBIT D**  
**FORMS OF OFFICIAL NOTICE OF SALE**

EXHIBIT A TO OFFICIAL NOTICE OF SALE

CERTIFICATE AS TO ISSUE PRICE

FORM OF ISSUE PRICE CERTIFICATE FOR QUALIFIED COMPETITIVE BID

\$ \_\_\_\_\_<sup>\*</sup>  
ANDERSON COUNTY, SOUTH CAROLINA  
GENERAL OBLIGATION BONDS  
SERIES 202\_

The undersigned, a duly authorized officer of \_\_\_\_\_, as the purchaser (the “**Purchaser**”) of the above-captioned obligations (the “**Bonds**”) issued by Anderson County, South Carolina (the “**County**”), represents and certifies, to establish the “issue price” of the Bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “**Code**”), and certain other matters, as follows:

**1. Reasonably Expected Initial Offering Prices.**

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Schedule A-1 (the “**Expected Offering Prices**”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule A-2 is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

(d) The Purchaser has an established industry reputation for underwriting new issuances of municipal bonds.

**2. Defined Terms.**

(a) “**Maturity**” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) “**Public**” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally

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<sup>\*</sup> Subject to adjustment as set forth in the Official Notice of Sale.

**EXHIBIT D**  
**FORMS OF OFFICIAL NOTICE OF SALE**

means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(c) “***Sale Date***” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 20\_\_.

(d) “***Underwriter***” as used herein means (1) any person that agrees pursuant to a written contract with the County (or with the lead Underwriter to form a syndicate) to participate in the initial sale of the Bonds to the Public, and (2) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Code and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the County with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Pope Flynn, LLC, as bond counsel to the County, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the County from time to time relating to the Bonds.

Signed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

[Purchaser]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT D**  
**FORMS OF OFFICIAL NOTICE OF SALE**

Schedule A-1

Expected Offering Prices

**EXHIBIT D**  
**FORMS OF OFFICIAL NOTICE OF SALE**

Schedule A-2

Copy of Winning Bid

**EXHIBIT D**

**FORMS OF OFFICIAL NOTICE OF SALE**

EXHIBIT B TO OFFICIAL NOTICE OF SALE

CERTIFICATE AS TO ISSUE PRICE

FORM OF ISSUE PRICE CERTIFICATE FOR NONQUALIFIED COMPETITIVE BID

\$ \_\_\_\_\_ \*

ANDERSON COUNTY, SOUTH CAROLINA  
GENERAL OBLIGATION BONDS  
SERIES 20\_\_

The undersigned, a duly authorized officer of \_\_\_\_\_, as the purchaser (the “**Purchaser**”) of the above-captioned obligations (the “**Bonds**”) issued by Anderson County, South Carolina (the “**County**”), represents and certifies, to establish the “issue price” of the Bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “**Code**”), and certain other matters, that:

1.     **Sale of the General Rule Maturities.** As of the date of this certificate (this “**Certificate**”), for each Maturity of the General Rule Maturities, the first price at which 10% of such Maturity was sold by \_\_\_\_\_ to the Public is the respective price listed in Schedule A.

2.     **Initial Offering Price of the Hold-the-Offering-Price Maturities.**

(a)     \_\_\_\_\_ offered the Hold-the-Offering Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b)     As set forth in the Official Notice of Sale and bid award, the \_\_\_\_\_ has agreed in writing that, (1) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**hold-the-offering-price rule**”), and (2) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to the foregoing, no Underwriter has offered or sold any Maturity of the Hold-the-Offering Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3.     **Defined Terms.**

(a)     “**General Rule Maturities**” means those Maturities of each series of the Bonds shown in Schedule A hereto as the “**General Rule Maturities**.”

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\* Subject to adjustment as set forth in the Official Notice of Sale.

**EXHIBIT D**  
**FORMS OF OFFICIAL NOTICE OF SALE**

(b) **“Hold-the-Offering-Price Maturities”** means those Maturities of each series of the Bonds listed in Schedule A hereto as the **“Hold-the-Offering-Price Maturities.”**

(c) **“Holding Period”** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (1) the close of the fifth business day after the Sale Date, or (2) the date on which \_\_\_\_\_ has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) **“Maturity”** means Bonds of a series with the same credit and payment terms. Bonds of a series with different maturity dates, or Bonds of a series with the same maturity date but different stated interest rates, are treated as separate Maturities.

(e) **“Public”** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) **“Sale Date”** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_, 20\_\_.

(g) **“Underwriter”** means (1) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (2) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Code and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the County with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Pope Flynn, LLC, as bond counsel to the County, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the County from time to time relating to the Bonds.

Signed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

[PURCHASER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT D**  
**FORMS OF OFFICIAL NOTICE OF SALE**

Schedule A

Expected Initial Offering Prices of the Bonds

**EXHIBIT D**  
**FORMS OF OFFICIAL NOTICE OF SALE**

Schedule B

Copy of Winning Bid



**ORDINANCE NO. 2023-046**

**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 SOUTHERN WALL PRODUCTS, INC. AND HV REAL ESTATE, LLC 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 November 7, 2023 (the “*Inducement Agreement*”) with Southern Wall Products, Inc. and HV Real Estate, LLC (collectively, the “*Company*”) (which were collectively known to the County at the time as Project White), 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 building materials (collectively, the “*Project*”); and

**WHEREAS**, the Company has represented that the Project will involve an investment of approximately \$14,000,000 in the County and the expected creation of approximately 26 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 Chairman of County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

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

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

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

**ENACTED** in meeting duly assembled this 19<sup>th</sup> day of December, 2023.

**ANDERSON COUNTY, SOUTH CAROLINA**

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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: November 7, 2023  
Second Reading: November 21, 2023  
Third Reading: December 19, 2023  
Public Hearing: December 5, 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 November 7, 2023, November 21, 2023, and December 19, 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.

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Renee Watts, Clerk to Council  
Anderson County, South Carolina

Dated: December 19, 2023

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

By and Among

**ANDERSON COUNTY, SOUTH CAROLINA,  
SOUTHERN WALL PRODUCTS, INC.**

and

**HV REAL ESTATE, LLC**

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Dated as of December 19, 2023

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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>Southern Wall Products, Inc. HV Real Estate, LLC</b>	<b>Project Name:</b>	<b>Project White</b>
<b>Projected Investment:</b>	<b>\$14,000,000</b>	<b>Projected Jobs:</b>	<b>26</b>
<b>Location (street):</b>	<b>1632 Pearman Dairy Road Anderson, SC 29625</b>	<b>Tax Map No.:</b>	<b>095-00-06-003</b>
<b>1. FILOT</b>			
Required Investment:	\$14,000,000	Required Jobs:	26
Investment Period:	5 years	Ordinance No./Date:	2023-046
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	.31228	Net Present Value (if yes, discount rate):	N/A
Clawback information:	See Section 4.03(a)  If the FILOT Act Minimum Investment Requirement is not met during the Standard Investment Period, the Company and such Sponsor Affiliates shall pay the County an amount pursuant to the FILOT Act which is equal to any Deficiency Amount for the period through and including the end of the Standard Investment Period.		
<b>2. MCIP</b>			
Included in an MCIP:	Yes		
If yes, Name & Date:	Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 10, 2010 between Anderson and Greenville counties.		
<b>3. SSRC</b>			
Total Amount:	See section 4.02		
No. of Years	10		
Yearly Increments:	90% for tax years 1-3 55% for tax years 4-10		
Clawback information:	See Section 4.03  If the Contract Minimum Investment Requirement or Contract Minimum Job Requirement is not met by the end of the 4 <sup>th</sup> year following the Commencement Date, the 55% SSRC for years 4-10 shall be reduced to 30%. If the Contract Minimum Investment Requirement and Contract Minimum Job Requirement is met by the end of the 7 <sup>th</sup> year following the Commencement Date, the SSRC will increase to 55% for the remaining credit period.		
<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 December 19, 2023, by and among **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, **SOUTHERN WALL PRODUCTS, INC.**, a corporation organized and existing under the laws of the State of Georgia, and **HV REAL ESTATE, LLC**, a limited liability company organized and existing under the laws of the State of Georgia (collectively, 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 building materials 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 December 19, 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, collectively, Southern Wall Products, Inc., a Georgia corporation, and HV Real Estate, LLC, a Georgia limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

***“Contract Minimum Investment Requirement”*** shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$14,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

***“Contract Minimum Jobs Requirement”*** shall mean, with respect to the Project, the creation of at least twenty-six (26) new, fulltime jobs.

***“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.

***“Credit Period”*** shall have the meaning set forth for such term in Section 4.02(a) hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***“MCIP Agreement”*** shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of November 2, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

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

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

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

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

***“Special Source 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 .31228 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 Georgia, 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, 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) create approximately 26 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-300T form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

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

#### Section 3.02    Diligent Completion

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

#### Section 3.03    Filings and Reports

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

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

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



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

[End of Article III]

**ARTICLE IV**  
**FILOT PAYMENTS**

Section 4.01    FILOT Payments

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

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

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

**Step 3:** Use a millage rate of .31228 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 (the "*Credit Period*") in an amount equal to ninety percent (90%) of that portion of FILOT Payments payable by the Company with respect to the Project during years 1-3, and an amount equal to fifty-five percent (55%) of that portion of FILOT Payments payable by the Company with respect to the Project during years 4-10 (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) Should the Contract Minimum Investment Requirement or the Contract Minimum Jobs Requirement not be met by the end of the fourth (4<sup>th</sup>) year following the Commencement Date, the 55% Special Source Credit otherwise payable under this Fee Agreement shall be reduced to thirty percent (30%); provided, however, that if the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement is met by the end of the seventh (7<sup>th</sup>) year following the Commencement Date, the 30% shall increase to 55% for the remainder of the Credit Period. The Company shall not be entitled to any lost Special Source Revenue Credits for the period of time in which the Special Source Revenue Credits were reduced.

(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.

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

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

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

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual

certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

#### Section 4.04    Removal of Equipment

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

#### Section 4.05    FILOT Payments on Replacement Property

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

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the 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 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 Revenue Credits shall be payable only from FILOT Payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

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

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

#### Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the term of the 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 the 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; (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:

Southern Wall Products, Inc.  
HV Real Estate, LLC  
Attn: Chris Winkler  
1825 Fellowship Road  
Tucker, GA 30084  
cwinkler@ruco.com

With a copy to:

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

If to the County:

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

With a copy to:

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

Section 7.02    Binding Effect

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

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

#### Section 7.03    Counterparts

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

#### Section 7.04    Governing Law

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

#### Section 7.05    Headings

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

#### Section 7.06    Amendments

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

#### Section 7.07    Further Assurance

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

#### Section 7.08    Invalidity; Change in Laws

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

#### Section 7.09    Termination by Company

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

#### Section 7.10    Entire Understanding

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

#### Section 7.11    Waiver

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

#### Section 7.12    Business Day

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

#### 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 County Chairman and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

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

Attest:

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

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

**SOUTHERN WALL PRODUCTS, INC.**

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

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

**HV REAL ESTATE, LLC**

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

*[Signature Page 3 to Fee in Lieu of Tax and Special Source Credit Agreement]*

**EXHIBIT A**

**LEGAL DESCRIPTION**

Anderson County TMS# 095-00-06-003

**EXHIBIT B**

**INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of Southern Wall Products, Inc. (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 December 19, 2023, by and among Anderson County, South Carolina, Southern Wall Products, Inc. and HV Real Estate, LLC (the “*Agreement*”), as follows:

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

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

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

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

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

**EXHIBIT C**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of Southern Wall Products, Inc. (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 December 19, 2023, by and among Anderson County, South Carolina, Southern Wall Products, Inc. and HV Real Estate, LLC (the “**Agreement**”), as follows:

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

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

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

Personal Property Description

Investment Amount

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

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

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

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

**ORDINANCE NO. 2023-047**

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

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

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

**WHEREAS**, in connection with certain incentives being offered by Anderson County to Southern Wall Products, Inc. and HV Real Estate, LLC, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

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

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

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

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

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

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

**ATTEST:**

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Rusty Burns  
Anderson County Administrator

---

Renee Watts  
Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
County Attorney

**FOR ANDERSON COUNTY:**

---

Tommy Dunn, Chairman

1<sup>st</sup> Reading: November 7, 2023

2<sup>nd</sup> Reading: November 21, 2023

3<sup>rd</sup> Reading: December 19, 2023

Public Hearing: December 5, 2023



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

Anderson County TMS Numbers:

095-00-06-003

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of November 7, 2023, November 21, 2023 and December 19, 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.

Clerk, Anderson County Council

Dated: December 19, 2023

**ANDERSON COUNTY  
ORDINANCE NO. 2023-049**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA (THE "COUNTY") AND ADVANCED METALWORKS LLC (PREVIOUSLY IDENTIFIED BY THE COUNTY AS PROJECT CHAUGA), INCLUDING ANY AFFILIATES, RELATED ENTITIES, AND SPONSOR AFFILIATES (COLLECTIVELY, THE "COMPANY"), PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF AD VALOREM TAXES WITH RESPECT TO THE EXPANSION OF CERTAIN MANUFACTURING FACILITIES IN THE COUNTY (THE "PROJECT"); (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT AND THE DISTRIBUTION OF REVENUES GENERATED FROM THE PROJECT WITHIN THE COUNTY; (3) CERTAIN SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH THE PROJECT; AND (4) OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "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 "Negotiated FILOT Act"), and Title 4, Chapter 1 of the Code (the "Multi-County Park Act", or, as to Section 4-1-175 thereof, and by incorporation Section 4-29-68 of the Code, the "Special Source Act") (collectively, the "Act") and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) 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; (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 Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments ("Special Source Credits") to pay certain costs of infrastructure serving the County or improved or unimproved real property and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County ("Special Source Improvements"); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, Advanced Metalworks LLC, a South Carolina limited liability company (the "Company") proposes to expand certain manufacturing facilities in the County and anticipates that, should their plans proceed as expected, the Company will invest, or cause to be invested, approximately \$3,911,227, in the aggregate, in the Project (the "Minimum Investment Requirement") and create, or cause to be created, approximately 45 new, full-time jobs, in the aggregate, at the Project (the "Minimum Jobs Requirement") (the "Project"); and

WHEREAS, on the basis of the information supplied to it by the Company, the County has determined, *inter alia*, that the Project would subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the Council adopted Resolution No. 2023-052 on November

21, 2023 (the “Inducement Resolution”), whereby the County agreed to provide the benefits of a negotiated FILOT, Special Source Credits, and a multi-county industrial or business park with respect to the Project; and

WHEREAS, the County and the Company have agreed to the specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and between the County and the Company with respect to the Project (the “Incentive Agreement”), the form of which Incentive Agreement is presented to this meeting, and which Incentive Agreement is to be dated as of December 19, 2023, or such other date as the parties thereto may agree; and

WHEREAS, it appears that the Incentive Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. As contemplated by Section 12-44-40(I) of the Negotiated FILOT Act, the findings and determinations set forth in the Inducement Resolution are hereby ratified and confirmed. In the event of any disparity or ambiguity between the terms and provisions of the Inducement Resolution and the terms and provisions of this Ordinance and the Incentive Agreement, the terms and provisions of this Ordinance and the Incentive Agreement shall control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Incentive Agreement. Additionally, 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 Negotiated FILOT Act; and
- (b) The Project, and the County’s actions herein, will subserve the purposes of the Negotiated FILOT 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 adequately provided locally; and
- (d) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; 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 2.

(a) The County hereby agrees to enter into the Incentive Agreement with the Company, which agreement shall be in the form of a fee agreement, pursuant to the Negotiated FILOT Act, and whereby the Company will agree to satisfy, or cause to be satisfied, certain investment requirements with respect to the Project within certain prescribed time periods in accordance with the Negotiated FILOT Act and the County, under certain conditions set forth in the Incentive Agreement, will agree to accept certain negotiated fee in lieu of *ad valorem* tax

(“Negotiated FILOT”) payments with respect to the Project, as set forth in Section 2(b) hereof and in accordance with the terms of the Incentive Agreement.

(b)

(i) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%, (2) a millage rate of 312.28 millsfj, which millage rate or millage rates shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the full term of the Negotiated FILOT; (3) the fair market value of the Project, determined in accordance with the Negotiated FILOT Act; and (4) and such other terms and conditions as will be specified in the Incentive Agreement, including, without limitation, that (A) the Company in their sole discretion, may dispose of property and replace property subject to Negotiated FILOT payments to the maximum extent permitted by the Negotiated FILOT Act, and (B) the real property portion of the economic development property comprising the Project shall be reported at its fair market value for *ad valorem* taxes as determined by appraisal as if such property were not subject to the Negotiated FILOT, in accordance with, and as set forth in, Section 12-44-50(A)(1)(c)(i) of the Negotiated FILOT Act.

(ii) The Negotiated FILOT shall be calculated as provided in this Section 2(b) for all Negotiated FILOT Property placed in service during the Investment Period. For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT payments shall be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year’s investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years, subject to extension as set forth in the Incentive Agreement and the Negotiated FILOT Act.

### Section 3.

(a) The County will use its best efforts to ensure that the Project will be included, if not already included, and will remain, within the boundaries of a multi-county industrial or business park (the “Multi-County Park”) pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide the Company and the Project with any additional benefits afforded by the laws of the State for projects located within multi-county industrial or business parks, and which facilitate the County’s provision, and the Company’s receipt, of the Special Source Credits described herein, all in accordance with the terms of the Incentive Agreement.

(b) Revenues generated for the Multi-County Park from the Project through Negotiated FILOT payments to be retained by Anderson County (“Net Park Fees”) under the agreement governing the Multi-County Park shall be distributed within Anderson County in accordance with this subsection:

(1) 15% of Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby;

(2) 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of Anderson County; and

(3) Remaining Net Park Fees shall be disbursed to each of the taxing entities in Anderson County which levy an old ad valorem property tax in any of the areas comprising the Anderson County portion of the Multi-County Park 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.

(a) As an additional incentive to induce the Company to locate the Project in the County, and as reimbursement for investment in Special Source Improvements, and subject to the requirements of the Special Source Act, the County hereby agrees that the Company shall be entitled to receive, and the County shall provide, Special Source Credits against each Negotiated FILOT payment due from each Company with respect to its respective portion of the Project for a period of ten (10) consecutive tax years, commencing with the tax year for which the initial Negotiated FILOT payment is due with respect to the Project, as follows: (i) for the first five (5) such tax years, in an amount equal to fifty percent (50%) of each such Negotiated FILOT payment; and (ii) for the remaining five (5) such tax years, in an amount equal to thirty percent (30%) of each such Negotiated FILOT payment; provided, however, if, by the third anniversary of the "commencement date" (here and hereinafter, as such term is defined in the Negotiated FILOT Act), new job creation by the Company and any other Sponsors or Sponsor Affiliates is not at least 35 new, full-time jobs, in the aggregate, at the Project or total investment in the Project by the Company and any other Sponsors or Sponsor Affiliates is not at least \$3,911,227, in the aggregate, then the applicable Special Source Credit percentage shall be reduced to twenty five percent (25%), on a prospective basis, commencing with the Negotiated FILOT payment corresponding to the Property Tax Year containing the third anniversary of the commencement date; provided, further, however, that in the event of a reduction of the Special Source Credit percentage set forth above, if the Company satisfies both the Minimum Investment Requirement and the Minimum Jobs Requirement by the end of the Investment Period (*i.e.*, the fifth anniversary of the commencement date), such reduced Special Source Credit percentage shall revert to the original Special Source Credit percentage prospectively, commencing with the Negotiated FILOT payment corresponding to the Property Tax Year containing the last day of the Investment Period.

(b) In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time by the Company in connection with the Project.

Section 5. The form, provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement was set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement to the Company. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the 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 Incentive Agreement now before this meeting.

Section 6. The Chairman of the Council, the County Administrator of the County, and the Clerk to the 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 Incentive Agreement.

Section 7. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 8. 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.

[End of Ordinance]

Enacted and approved, in meeting duly assembled, this 19<sup>th</sup> day of December, 2023.

**ANDERSON COUNTY, SOUTH CAROLINA**

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

[SEAL]

ATTEST:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Leon Harmon, County Attorney  
Anderson County, South Carolina

First Reading:	November 21, 2023
Second Reading:	December 5, 2023
Public Hearing:	December 19, 2023
Third Reading:	December 19, 2023



**FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT**

**BY AND AMONG**

**ADVANCED METALWORKS LLC, as SPONSOR,**

**AND**

**ANDERSON COUNTY, SOUTH CAROLINA**

**December 19, 2023**

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EXHIBIT A: Legal Description of Property

EXHIBIT B: Form of Joinder Agreement

## FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("Fee Agreement") is made and entered into as of December 19, 2023, by and between Anderson County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Anderson County Council ("County Council") as the governing body of the County, and Advanced Metalworks LLC, a South Carolina limited liability company (formerly identified by the County as Project Chauga), along with affiliated or related entities, and assigns, as sponsor ("Sponsor" and the "Company") and any other entity that may also join as a Sponsor Affiliate (hereinafter, the County, the Company, and the Affiliate are referred to individually as a "Party" and, collectively, as the "Parties").

### WITNESSETH:

(a) The County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes ("FILOT") with respect to such investment ("FILOT Payments"); (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended ("MCIP Act"), to create multi-county industrial or business parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county industrial or business park with Greenville County, South Carolina ("Park"); (iv) under Sections 4-1-175, 4-29-68, and 12-44-70 of the Code of Laws of South Carolina 1976, as amended ("Infrastructure Credit Act"), to grant special source revenue credits to reimburse eligible infrastructure expenses; and (v) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

(b) Pursuant to the Act, the County has determined that (i) the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; (ii) the Project will not give rise to any pecuniary liability of the County or any incorporated municipality or to any charge against any of their general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public will be greater than the costs to the public; and

(c) The Sponsor, along with any affiliated or related entities and any Sponsor Affiliates that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein and to be further set forth in future agreements, and, to the extent allowed by law, anticipates expanding existing facilities in the County through the acquisition, construction, and purchase of certain land, buildings, furnishings, fixtures, apparatuses, and equipment (the "Project"), which will result in approximately \$3,911,227 in new investment in real and personal property in the County ("Investment") and the creation of approximately 45 new, full-time jobs in the County ("Jobs"); and

(d) Pursuant to Resolution No. 2023-052 adopted November 21, 2023, the County Council identified the Project, as required under the Act, and pursuant to County Council Ordinance No. 2023-049 adopted on December 19, 2023, authorized (i) the execution and delivery of this Fee Agreement with the Company, and (ii) the inclusion of the Project in the Park.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the Parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

## ARTICLE I

### DEFINITIONS

**Section 1.1** *Terms.* The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise. “Chair” means the Chairman of the County Council.

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

“Commencement Date” means the last day of the first property tax year during which Economic Development Property (defined below) is placed in service except that this date may not be later than the last day of the property tax year which is three years from the year in which the County, the Sponsor and the Sponsor Affiliates entered into this Fee Agreement.

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

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

“Department” and “SCDOR” mean the South Carolina Department of Revenue.

“Diminution of Value” with respect to any Phase of the Project means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 3.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.8 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.9 of this Fee Agreement.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Company and, as applicable, any Sponsor Affiliate in connection with its annual filing of a SCDOR PT-300 or comparable forms with the Department (as such filing may be amended from time to time) for each year within the Investment Period, as that period may be extended by subsequent, formal action of County Council, or automatically as permitted under the Act or under this Fee Agreement. Title to all Economic Development Property shall at all times remain vested in the Company and, as applicable, in any Sponsor Affiliate, except as may be necessary to take advantage of the effect of Section 12-44-160 of the Act. For the avoidance of doubt, Economic Development Property shall not include any Non-Economic Development Property.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings, and other personal property together with any and all additions, accessions, replacements, and substitutes thereto or therefor acquired by the Company and, as applicable, any Sponsor Affiliate, during the Investment Period as a part of the Project under this Fee Agreement. The Equipment and its constituent

parts together with any and all improvements or other features constructed on, or personal property installed or placed on the Project Site (defined below) by or for the Company, or, as applicable, any Sponsor Affiliate, including without limitation, machinery, fixtures, trade fixtures, and other personal property are personal property for purposes of applicable South Carolina law.

“Event of Default” means any Event of Default specified in Section 3.14 of this Fee Agreement.

“Fee Term” or “Term” means the period from the date of delivery of this Fee Agreement until the last Phase Termination Date (defined below) unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” means fee in lieu of *ad valorem* tax(es).

“FILOT Payment(s)” means the payment(s) in lieu of *ad valorem* tax(es) which the Company and, as applicable, any Sponsor Affiliate, are obligated to pay to the County.

“Improvements” mean improvements to the Project Site, including buildings, additions, roads, sewer and other infrastructure, together with any and all additions, accessions, replacements, and substitutions thereto or therefor acquired by the Company and, as applicable, the Sponsor Affiliate, during the Investment Period as part of the Project.

“Investment” shall mean that amount set forth in the recitals of this Fee Agreement and shall include but not be limited to (i) taxable and non-taxable capital expenditures, without regard to depreciation, which are made by the Company and, as applicable, any Sponsor Affiliate towards or for the benefit of the Project; (ii) capital expenditures, whether considered Economic Development Property or Non-Economic Development Property, without regard to depreciation, which are made by the Company and, as applicable, any Sponsor Affiliate towards or for the benefit of the Project, regardless of the source of payment of such expenditures; (iii) the value of any assets leased by the Company and, as applicable, any Sponsor Affiliate, without regard to depreciation, regardless of the source of payment of such expenditures so long as the value of such leased assets are reported by the Company and, as applicable, any Sponsor Affiliate on their respective SCDOR PT-100 or PT-300 or comparable forms; and (iv) any other expenditures made by the Company and, as applicable, any Sponsor Affiliate that the County and the Company and, as applicable, any Sponsor Affiliate, may mutually agree upon in a writing that is executed by an authorized representative of the Company, the applicable Sponsor Affiliate and the County Administrator. The Investment for purposes of the Investment stated herein shall include those expenditures made by both the Company and, as applicable, any Sponsor Affiliate by the end of the Investment Period.

“Investment Period” means the period beginning with the first day that Economic Development Property is purchased or acquired and ending five years after the Commencement Date. The minimum investment must be completed within five years of the Commencement Date. Pursuant to Section 12-44-30(13) of the Act, the County may, at its discretion, extend this period for up to an additional five years upon passage of a resolution.

“Minimum Investment” or “Minimum Investment Requirement” means an investment in the project of at least two and one-half million dollars (\$2,500,000) within the Investment Period, in accordance with Section 12-44-30(14) of the Act.

“Minimum Jobs Requirement” means the creation of at least forty five (45) new, full-time jobs in the County within the Investment Period.

“Non-Economic Development Property” means all items of real and tangible personal property comprising the Project which do not qualify as economic development property under Section 12-44-110 of the Act because such items were previously subject to property taxes. For the avoidance of doubt, the existing building improvements located at the Project Site as of the date this Fee Agreement is effective shall be considered Non- Economic Development Property.

“Phase” or “Phases” in respect to the Project means the Economic Development Property placed in service during each year of the Investment Period, as extended.

“Phase Termination Date” means, with respect to each Phase of the Project, the day twenty-nine years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the 29<sup>th</sup> full calendar year, after the end of the Investment Period.

“Project” is further defined herein to mean the Equipment, Improvements, and the Project Site, together with the acquisition, construction, installation, design and engineering thereof, in phases.

“Project Site” means the real property upon which any part of the Project is to be constructed and expanded, as described in Exhibit A attached hereto, as may be amended from time to time by approval of the County Administrator or by adoption of a Resolution by County Council, together with all and singular, the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company and, as applicable, any Sponsor Affiliate; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

“Removed Components” means the following types of components or Phases of the Project or portions thereof, all of which the Company and, as applicable, any Sponsor Affiliate, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.8(c) or Section 3.9(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and, as applicable, any Sponsor Affiliate and treated as a Removed Component under Section 3.7 hereof 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 Equipment or any Improvement.

“Sponsor Affiliate” means an affiliate that joins with or is an affiliate of the Company, or that otherwise has a contractual relationship with the Company with respect to the Project, whose investment with respect to the Project shall be considered part of the Investment and qualify for FILOT Payments pursuant to Section 3.1 hereof and Sections 12-44-30(20) and 12-44-130 of the Act and who joins and delivers a Joinder Agreement in a form substantially similar to that attached hereto as Exhibit B or who has otherwise joined as a party to this Fee Agreement.

**Section 1.2 *Amendments.*** Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement is deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1 *Representations of the County.*** The County hereby represents and warrants to the Company and any Sponsor Affiliate as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project constitutes a “project” within the meaning of the Act.

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

**Section 2.2 *Representations of the Company.*** The Company hereby represents and warrants to the County as follows:

(a) Each legal entity comprising the Company is a corporate entity, authorized or to be authorized to transact business under the laws of the State of South Carolina, and has the power to enter into this Fee Agreement.

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

(c) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for such purposes as permitted under the Act, as the Company may deem appropriate.

(d) The availability of the FILOT with regard to the Economic Development Property authorized by the Act, along with other incentives provided by the County, have induced the Company to undertake the Project in the County.

## **ARTICLE III FILOT PAYMENTS**

**Section 3.1 *Negotiated Payments.***

(a) Pursuant to Section 12-44-50 of the Act, the Company and, as applicable, any Sponsor Affiliate, are required to make FILOT Payments on all Economic Development Property that it placed in service on or before each December 31 within the Investment Period.



(b) The amount of such annual FILOT Payments shall be determined by the following procedure:

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years, unless extended by the Parties in accordance with the Act, using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and, as applicable, any Sponsor Affiliate, for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company, and, as applicable, any Sponsor Affiliate, under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2: Apply an assessment ratio of 6.0% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the 29 years thereafter or such longer period of years that the annual FILOT Payment is permitted to be made by the Company and, as applicable, by any Sponsor Affiliate, under the Act.
- Step 3: Multiply the taxable value determined in the preceding step by a millage rate equal to 312.28 mills, which the parties believe to be that rate in effect on June 30, 2023 for all taxing entities for the Project Site (which millage rate shall be a fixed rate for the term of this Fee Agreement), to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments for a total of 30 years for each item of eligible Project property, or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, any Sponsor Affiliate, under the Act.

(c) The County agrees that the Project and Project Site shall be incorporated and remain in the Park during the Fee Term. If, for any reason, the Project Site and Project is ever excluded from the Park then the County shall ensure that the Project shall be immediately placed into another multi-county industrial or business park arrangement established pursuant to the MCIP Act, to which the County is a party and that would enable the Company to receive the benefits afforded by having the Project incorporated into a Park.

(d) In the event that the Act, the above-described FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company and, as applicable, any Sponsor Affiliate, with the benefits to be derived hereunder. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company and, as applicable, any Sponsor Affiliate, shall become equal to the amount which 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 Project was and had not been Economic Development Property under the Act. In such event, any amount

determined to be due and owing to the County from the Company, and, as applicable, any Sponsor Affiliate, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company and, as applicable, any Sponsor Affiliate, to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company, and, as applicable, any Sponsor Affiliate, with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

### **Section 3.2      *Special Source Revenue Credits***

(a) As an inducement for the Investment and in accordance with the MCIP Act the Infrastructure Credit Act, the County grants to the Company and any Sponsor Affiliate a Special Source Revenue Credit (“SSRC”) equal to the Applicable SSRC Percentage shown in the table below multiplied by the amount of each FILOT Payment that becomes due with respect to Economic Development Property comprising the Project in the Park commencing with the first year in which a FILOT Payment becomes due under this Fee Agreement and each consecutive year thereafter for a total of ten (10) years (“SSRC Term”). The County shall automatically reflect the SSRC against the FILOT Payment on those FILOT invoices provided by the County to the Company and any Sponsor Affiliate. The Company and any Sponsor Affiliate shall be permitted to utilize SSRC to offset any qualifying expenditures as provided under the Code, including under the Act, the MCIP Act, and the Infrastructure Credit Act.

<b><u>Years</u></b>	<b><u>Applicable SSRC Percentage</u></b>
1-5	50%
6-10	30%

(b) All SSRC’s granted to the Company shall be deemed to reimburse the Company first for any infrastructure expenditures related to real property necessary to serve the Project, thereby, to the extent of such reimbursements, avoiding the application of the recapture provisions in Section 4-29-68(A)(2)(ii)(a) of the Code.

(c) The cumulative dollar amount expended by the Company on infrastructure shall equal or exceed the cumulative dollar amount of all the SSRC’s received by the Company at any point in time, and the Company shall provide to the County, upon request by the County, documentation sufficiently adequate to prove such infrastructure costs to the reasonable satisfaction of the County.

(d) If, by the third anniversary of the Commencement Date, the new job creation by the Company and any other Sponsors or Sponsor Affiliates is not at least 35 new, full-time jobs, in the aggregate, at the Project or total investment in the Project by the Company and any other Sponsors or Sponsor Affiliates is not at least \$3,911,227, in the aggregate, then the applicable Special Source Credit percentage shall be reduced to twenty five percent (25%), on a prospective basis, commencing with the Negotiated FILOT payment corresponding to the Property Tax Year containing the third anniversary of the commencement date; provided, further, however, that in the event of a reduction of the Special Source Credit percentage as set forth above, if the Company satisfies both the Minimum Investment Requirement and the Minimum Jobs Requirement by the end of the Investment Period, such reduced Special Source Credit percentage shall revert to the applicable Special Source Credit percentage listed above in Section 3.2(a) prospectively, commencing with the Negotiated FILOT payment corresponding to the Property Tax Year containing the last day of the Investment Period.

### **Section 3.3      *Failure to Achieve Minimum Investment Requirements***

(a) In the event the Company, together with any Sponsor Affiliates, fails to achieve the Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate

and the Company, with respect to its Economic Development Property only, and, as applicable, any Sponsor Affiliate, with respect to its Economic Development Property only, shall pay the County a “Deficiency Amount”. The Deficiency Amount shall be 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, as applicable, any Sponsor Affiliate, 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, as applicable, each Sponsor Affiliate, has made with respect to its Economic Development Property through and including the end of the Investment Period.

(b) In the event a Deficiency Amount is determined to be owing pursuant to this Section 3.3, it shall be payable to the County on or before the second (2<sup>nd</sup>) January 15 following the last day of the Investment Period. Any Deficiency Amount determined to be owing shall be subject to the minimum amount of interest that the Act may require.

(c) The remedies stated herein shall be the County’s sole remedies for the Company’s, and as applicable, any Sponsor Affiliate’s, failure to meet the Minimum Investment Requirement.

**Section 3.4 *FILOT Payments on Replacement Property.*** If the Company and, as applicable, any Sponsor Affiliate, elect to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company, and, as applicable, any Sponsor Affiliate shall make statutory payments in lieu of *ad valorem taxes* with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property (“Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (“Original Value”) the amount of the FILOT Payments to be made by the Company and, as applicable, the Sponsor Affiliate, with respect to such Replacement Property, shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual FILOT Payments are available to the Company and any Sponsor Affiliate for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“Excess Value”), the FILOT Payments to be made by the Company and, as applicable, any Sponsor Affiliate, with respect to the Excess Value, shall be equal to the payment that would be due if the property were not Economic Development Property.

**Section 3.5 *Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.*** In the event of a Diminution in Value of any Phase of the Project after the Investment Period and during the remainder of the Fee Term, the FILOT Payments with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof.

**Section 3.6 *Place and Allocation of FILOT Payments.*** The Company and, as applicable, any Sponsor Affiliate, shall make the above-described FILOT Payments directly to the County in accordance

with applicable law as to payment, collection and enforcement of FILOT Payments. FILOT Payments are to be allocated in accordance with the Act.

**Section 3.7      *Removal of Equipment.*** The Company and, as applicable, any Sponsor Affiliate, shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (Removed Components) shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable, or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.8(c) or Section 3.9(b)(iii) hereof.

**Section 3.8      *Damage or Destruction of Project.***

(a)      *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company and, as applicable, any Sponsor Affiliate, shall be entitled to terminate this Fee Agreement in accordance with Section 3.22.

(b)      *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company and, as applicable, any Sponsor Affiliate, do not elect to terminate this Fee Agreement, the Company and, as applicable, any Sponsor Affiliate may, in their sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to, any amounts due by the Company and, as applicable, any Sponsor Affiliate, to the County under Section 3.1 hereof, to the extent allowed by the Act.

(c)      *Election to Remove.* In the event the Company and, as applicable, any Sponsor Affiliate, elect not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

**Section 3.9      *Condemnation.***

(a)      *Complete Taking.* If, at any time during the Fee Term, title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued operation of the Project commercially infeasible in the judgment of the Company and, as applicable, any Sponsor Affiliate, then the Company or, as applicable, any Sponsor Affiliate (with respect to its Project property only) shall have the option to terminate this Fee Agreement in accordance with Section 3.22.

(b)      *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company and, as applicable, any Sponsor Affiliate, may elect: (i) to terminate this Fee Agreement in accordance with Section 3.22 (with respect to its Project property only); (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate; or (iii) to treat the portions of the Project so taken as Removed Components.

**Section 3.10 *Maintenance of Existence.*** The Company and, as applicable, any Sponsor Affiliate agree (i) that they shall not take any action which will materially impair the maintenance of their corporate existence and (ii) that they will maintain their good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the corporate existence of the Company or, as applicable, any Sponsor Affiliate, that result from internal restructuring or reorganization of the Company or, as applicable, any Sponsor Affiliate, or their parents are specifically authorized hereunder; and further, subject to the requirements to satisfy the Minimum Investment requirement under the Act, the Company and, as applicable, any Sponsor Affiliate are entitled to cease operations of the Project at any time without that cessation constituting an Event of Default under this Fee Agreement. Likewise, benefits granted to the Company and, as applicable, any Sponsor Affiliate, under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.13 hereof. Such transfers to a successor entity substantially similar in nature and function to the Company and, as applicable, any Sponsor Affiliate, are specifically approved and authorized by the County without any further action by the County Council.

**Section 3.11 *Confidentiality/Limitation on Access to Project.*** The County acknowledges and understands that the Company and, as applicable, any Sponsor Affiliate, utilize confidential and proprietary “state-of-the-art” information and data in their operations, and that a disclosure of any information, including, but not limited to, disclosures of financial or other information concerning the Company’s operations and, as applicable, any Sponsor Affiliate’s operations, could result in substantial and irreparable harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County’s police powers, neither the County nor any employee, agent, or contractor of the County: (i) will request or be entitled to receive any such confidential or proprietary information; (ii) will request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) will 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. Notwithstanding the foregoing, whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Fee Agreement is in effect, the Company, and, as applicable, any Sponsor Affiliate, or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company, and, as applicable, any Sponsor Affiliate, or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company, and, as applicable, any Sponsor Affiliate or owner to comply with this provision, the Company, and, as applicable, any Sponsor Affiliate, or owner agrees to pay the statement for attorneys’ fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents. With respect to such fees, penalties, assessment or damages imposed by the County, only the individual party failing or refusing to furnish such information shall be liable therefor. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company and, as applicable, any Sponsor Affiliate, or owner may require the execution of reasonable, individual confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

**Section 3.12 *Addition of Sponsor Affiliates.*** Upon request of and at the expense of the Company, the County may approve, by adoption of a resolution by County Council, 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 B**, subject to any changes approved by the County Council Chairman that are not materially adverse to the County.

**Section 3.13 Assignment and Subletting.** This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company and, as applicable, any Sponsor Affiliate, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. To the extent any consent of the County for such assignment or sublease is required by the Act and requested, the County may grant such consent by adoption of a Resolution, not to be unreasonably withheld. Notwithstanding the foregoing, upon notice in writing to the County Administrator, any assignment to an entity owned by, which owns, or that shares a common owner with the Company, and, as applicable, any Sponsor Affiliate, is approved and authorized by the County without further action of County Council.

**Section 3.14 Events of Default.** The following are “Events of Default” under this Fee Agreement, and the term “Events of Default” means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or, as applicable, any Sponsor Affiliate, to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company or, as applicable, the Sponsor Affiliate, shall be entitled to all redemption rights for non-payment of taxes granted by applicable statutes; or

(b) Failure of the Company or, as applicable, any Sponsor Affiliate, to make payment of any other amounts payable to the County under this Fee Agreement, of which default has not been cured within ninety (90) days of written notice of nonpayment from the County.

(c) Failure by the Company or, as applicable, any Sponsor Affiliate, to perform any of the other material terms, conditions, obligations or covenants of the Company or, as applicable, any Sponsor Affiliate hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company or, as applicable, any Sponsor Affiliate, specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

**Section 3.15 Remedies on Default.** Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company or, as applicable, any Sponsor Affiliate, of such default and after the expiration of a ninety (90) day cure period shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company or, as applicable, any Sponsor Affiliate, under this Fee Agreement.

(c) Any remedies that the County may take pursuant to this section shall only be taken against that party who is in default.

(d) The County's sole remedy for failure of the Sponsor, together with any Sponsor Affiliates, as applicable, to achieve the Minimum Investment Requirement shall be the Deficiency Amount pursuant to Section 3.3.

**Section 3.16 Collection of FILOT Payments.** In addition to all other remedies herein provided, the nonpayment of FILOT Payments shall constitute a lien on the Project for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

**Section 3.17 Remedies Not Exclusive.** No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

**Section 3.18 Leased Equipment.** To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed at the Project and leased to but not purchased by the Company and, 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 Affiliates' sole election, will become subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement, upon proper application of the law and applicable procedures by the Company, and, as applicable, any Sponsor Affiliate and so long as the value of such leased assets are reported by the Company or any Sponsor Affiliate, as applicable, on their respective SCDOR PT-300.

**Section 3.19 Waiver of Recapitulation Requirements.** As permitted under Section 12-44-55 of the Act, the Company, and, as applicable, any Sponsor Affiliate, and the County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that, and so long as, the Company, and, as applicable, any Sponsor Affiliate, provides the County with copies of all filings which the Company is required to make pursuant to the Act.

**Section 3.20 Fiscal Year; Property Tax Year.** If the Company's and, as applicable, any Sponsor Affiliates, fiscal year changes so as to cause a change in the Company's or Sponsor Affiliates' property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly but only with respect to the party whose fiscal year changes.

**Section 3.21 Reports; Filings.**

(a) Each year during the term of this Fee Agreement, the Company, and, as applicable, any Sponsor Affiliate, shall deliver to the Anderson County Auditor a copy of their most recent annual property tax returns filed with the Department with respect to the applicable portions of the Project.

(b) The Company shall file a copy of this Agreement, as well as a copy of the completed forms PT-443 of the Department, with the Anderson County Auditor, the Anderson County Assessor, and the Department within thirty (30) days after the date of execution and delivery hereof.

**Section 3.22 Termination.** Prior to the stated expiration of the Term of this Agreement, the Company may, at any time by written notice to the County, provide for the termination of this Agreement, effectively immediately upon giving such notice or upon such date as may be specified in the notice; provided that the Company shall have made payment to the County of all applicable payments payable under this Agreement as of such time. Upon any such termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Agreement, the sole consequence to the Company shall be that it shall no longer be entitled to the benefit of the FILOT Payments provided herein and the property constituting the Project shall thereafter be subject to *ad valorem* tax treatment required by law and, except as may be expressly provided herein, in no event shall the Company be required to repay to the County the amount of any tax benefit previously received hereunder.

## ARTICLE IV MISCELLANEOUS

**Section 4.1     *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 three business days after 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 may hereafter furnish 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:

AS TO THE COUNTY: Anderson County, South Carolina  
ATTN: County Administrator  
Post Office Box 8002  
Anderson, South Carolina 29622

WITH A COPY TO: Anderson County, South Carolina  
(shall not constitute notice) ATTN: County Attorney  
Post Office Box 8002  
Anderson, South Carolina 29622

AS TO THE COMPANY: Wesley Boggs  
685 Monitor Drive  
Anderson, South Carolina 29626

WITH A COPY TO: Parker Poe Adams & Bernstein LLP  
(shall not constitute notice) ATTN: Madison Felder  
110 East Court Street, Suite 200  
Greenville, South Carolina 29601

**Section 4.2**     ***Binding Effect.*** This Fee Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company, any Sponsor Affiliate and the County, and their respective successors and assigns, to the extent allowed by law. 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 4.3**     *Counterparts; Electronic Signatures.* This Fee Agreement may be executed in any number of counterparts and each such executed counterpart shall be, and shall be deemed to be, an



original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument. This Fee Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Fee Agreement to be original signatures and may conclusively be relied upon by any Party to this Fee Agreement.

**Section 4.4     *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 4.5     *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 4.6     *Amendments.*** The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements lawfully entered into between the parties.

**Section 4.7     *Further Assurance.*** From time to time, and at the Company's and Sponsor Affiliates' expense, the County agrees to execute and deliver to the Company and Sponsor Affiliates such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

**Section 4.8     *Severability.*** 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 so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company, and, as applicable, any Sponsor Affiliate, with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and, as applicable, any Sponsor Affiliate, the strong inducement to locate the Project in the County.

**Section 4.9     *Limited Obligation.*** NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY, OR IMPLEMENTATION OF THIS FEE AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

**Section 4.10    *Force Majeure.*** The Company, and, as applicable, any Sponsor Affiliate, shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's, and, as applicable, any Sponsor Affiliates' reasonable control.

**Section 4.11    *Administrative Fees.*** The Company shall reimburse the County for all reasonable costs and fees, including but not limited to the County's legal fees and costs for retention of its Special Counsel, actually incurred by the County but exclusive of normal County overhead including costs and salaries related to administrative staff, employees, and similar costs and fees, relating to the negotiation and approval of the inducement of the Project, 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 right to receive such payment, specifying the nature of such expense and requesting payment of same. The fees reimbursable under this Section shall in no event exceed \$5,000 in the aggregate.

*[signatures on following pages]*

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the County Administrator and the Clerk to 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

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

\_\_\_\_\_  
Dated

*(SEAL)*

ATTEST:

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

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

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the County Administrator and the Clerk to 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.

ADVANCED METALWORKS LLC

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

Title:

DATE \_\_\_\_\_

## **EXHIBIT A**

### **DESCRIPTION OF PROPERTY**

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Anderson, State of South Carolina, being shown as Tract "A-1" containing 3.0 acres, more or less, on that certain plat prepared by Nu-South Surveying, Inc., dated December 3, 2019, and recorded December 20, 2019, in the Office of the Register of Deeds for Anderson County, South Carolina, in Slide S2631 at Page 2, and having the metes and bounds, courses and distances as reference to said plat will more fully appear; said plat being incorporated herein and made a part hereof by reference thereto.

Tax Map Number 124-00-02-024

## **EXHIBIT B**

### **JOINDER AGREEMENT**

Reference is hereby made to (i) that certain Fee Agreement effective December 19, 2023 (“Fee Agreement”), between Anderson County, South Carolina (“County”), ADVANCED METALWORKS LLC (the “Company”).

#### **1. Joinder to Fee 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 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 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(20) and Section 12-44-130 of the 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 4.1 of the Fee Agreement shall be sent to [Name of Entity] at:

[ ]

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity

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

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**ORDINANCE NO. 2023-050**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND JAMES M. SIMPSON AND TOWN SQUARE DEVELOPMENT, L.P., FORMERLY KNOWN TO THE COUNTY AS PROJECT AUSTIN, WITH RESPECT TO SPECIAL SOURCE REVENUE CREDITS TO BE APPLIED AGAINST FEE IN LIEU OF TAX PAYMENTS RELATED TO CERTAIN INVESTMENTS IN THE COUNTY; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Anderson County, South Carolina (the “County”) is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the “Multi-County Park Act”), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, the County is authorized by Section 4-1-175 of the Multi-County Park Act to provide special source revenue credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in property, including infrastructure, improved and unimproved real estate and certain personal property consisting of machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended (“Infrastructure”); and

**WHEREAS**, James M. Simpson, a South Carolina resident, and Town Square Development, L.P., a South Carolina limited partnership (collectively, the “Taxpayer”), has represented that it will make additional investment in the Project, which will result in an expected aggregate investment of \$5,000,000 by the Taxpayer; and

**WHEREAS**, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, the County has previously entered into or will enter into an agreement with an adjoining South Carolina county adding the Project to a Park, and pursuant to such agreement, the Taxpayer will be obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

**WHEREAS**, the County Council has agreed, pursuant to Section 4-1-175 of the Multi-County Park Act, to provide special source revenue credit financing of the Infrastructure with respect to the Project by providing an annual seventy (70%) percent base credit to the Taxpayer against payments in lieu of taxes for the Project in the Park (the “FILOT Payments”) for a period of six (6) consecutive years beginning the year following the first year which any portion of the

Project is first placed in service and running through the 6th year after the first year which any portion of the Project is first placed in service, as set forth more fully in the Special Source Revenue Credit Agreement between the County and the Taxpayer presented to this meeting (the “SSRC Agreement”); and

**WHEREAS**, the County has determined and found, on the basis of representations of the Taxpayer, 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; and, 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, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

**WHEREAS**, it appears that the SSRC Agreement above referred to, which is now before this meeting, is in appropriate form and is 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 of Anderson County, in meeting duly assembled, as follows:

Section 1. The Chairman of County Council, for and on behalf of the County, is hereby authorized to execute and deliver the SSRC Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such official shall determine and as are not inconsistent with the matters contained herein, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of the SSRC Agreement now before this meeting, and each of the County Administrator and the Chairman of County Council is directed to do anything otherwise necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 2. 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 3. 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 4. 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 19<sup>th</sup> day of December, 2023.

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Tommy Dunn  
Chairman of County Council

ATTEST:

By: \_\_\_\_\_  
Rusty Burns  
County Administrator

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

Approved as to Form:

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

First Reading:	November 21, 2023
Second Reading:	December 5, 2023
Third Reading:	December 19, 2023
Public Hearing:	December 19, 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 November 21, 2023, December 5, 2023 and December 19, 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.

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Clerk, County Council of Anderson County

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

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**SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

between

**ANDERSON COUNTY, SOUTH CAROLINA,**

and

**JAMES M. SIMPSON,**  
a South Carolina resident

and

**TOWN SQUARE DEVELOPMENT, L.P.**  
a South Carolina limited partnership

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Dated as of December 19, 2023

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## SPECIAL SOURCE REVENUE CREDIT AGREEMENT

**THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT**, dated as of December 19, 2023 (the “Agreement”), between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and **JAMES M. SIMPSON**, a South Carolina resident and **TOWN SQUARE DEVELOPMENT, L.P.**, a South Carolina limited partnership (collectively, the “Taxpayer”).

### WITNESSETH:

**WHEREAS**, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, the County and Greenville County entered into that certain Agreement for the Development of a Joint County Industrial and Business Park, dated as of December 1, 2010, as amended, and the Project was added to the Park by Ordinance No. \_\_\_\_\_ enacted by the County on December 19, 2023 and by Ordinance No. \_\_\_\_\_ enacted by Greenville County and effective on December 31, 2023, and pursuant to such agreement, the Taxpayer and its successors and assigns will be obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

**WHEREAS**, the Taxpayer will make additional investments at the Project on the land in the County described in Exhibit A hereto (the “Land”); and

**WHEREAS**, the Taxpayer has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal at the Project, which will result in an expected aggregate investment of \$5,000,000 by the Taxpayer, all by December 31 of the fifth (5<sup>th</sup>) year after the year in which any portion of the Project is first placed in service (the “Investment Period”); and

**WHEREAS**, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Taxpayer in respect of the payments in lieu of taxes to be made by the Taxpayer as a result of its investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

**WHEREAS**, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on December 19, 2023, following conducting a public hearing on December 19, 2023;

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

### ARTICLE I

#### DEFINITIONS

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

“*Affiliate of the Taxpayer*” shall mean each of the Persons that directly or indirectly, through one or more intermediaries, owns or controls, or is controlled by or under common control with, the Taxpayer. For

the purpose of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

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

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

“*Taxpayer*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

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

“*Fee Payments*” shall mean the payments in lieu of taxes made by the Taxpayer with respect to the Project by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

“*FILOT Act*” shall mean Title 4, Section 29, of the Code.

“*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.

“*Infrastructure Credit Act*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Infrastructure Credits*” shall mean the annual special source revenue credits provided to the Taxpayer pursuant to Section 3.02 hereof.

“*Investment Period*” shall mean the period commencing on January 1 of the year after the first year in which the Project is first placed into service and ending on December 31 of the fifth year after the first year in which the Project is first placed into service.

“*Investment Target*” shall mean the investment by the Taxpayer of at least \$5,000,000 in the Project.

“*Land*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Multi-County Park Act*” shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

“*Ordinance*” shall mean the ordinance enacted by the County Council on December 19, 2023, authorizing the execution and delivery of this Agreement.

“*Park Agreement*” shall mean the Agreement for the Development of a Joint County Industrial and Business 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 Infrastructure Credit Act to the Taxpayer hereunder.

“*Park*” shall mean (i) the joint county industrial park established pursuant to the terms of the Park 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 Act, or any successor provision, with respect to the Project.

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

“*Project*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

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

(b) The County proposes to provide the Infrastructure Credits to reimburse the Taxpayer for a portion of the Cost of the Infrastructure for the purpose of promoting economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

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

(a) The Taxpayer is qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action, if applicable, has been duly authorized to execute and deliver this Agreement.

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

(c) The Taxpayer shall use commercially reasonable efforts to cause the Investment Target to be achieved during the Investment Period.

(d) To the best knowledge of the Taxpayer, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Taxpayer to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Taxpayer is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Taxpayer is there any basis therefore.

(e) The Taxpayer agrees to reimburse the County for all reasonable expenses, including attorney's fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions.

(f) The Taxpayer agrees to maintain such books and records with respect to the Project as will permit verification of the Taxpayer's compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02(c) hereof. The Taxpayer 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 Taxpayer believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Taxpayer 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 Taxpayer.

(g) The Taxpayer agrees to pay the County's legal fees related to the review of this Agreement in the amount of Three Thousand, Five Hundred and No/100ths (\$3,500.00) Dollars within forty-five (45) days of receipt of the invoice for the County's legal fees.

#### SECTION 2.03. Covenants of the County.

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

(b) In the event of the termination of the Park Agreement prior to December 31, 2030, the County agrees to use its best reasonable efforts to cause the Project, at the Taxpayer's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

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

### **ARTICLE III**

#### **INFRASTRUCTURE CREDITS**

##### SECTION 3.01. Payment of Costs of Infrastructure.

The Taxpayer shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

##### SECTION 3.02. Infrastructure Credits.

(a) In order to reimburse the Taxpayer for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before the January 15<sup>th</sup> immediately following the year immediately following the first year in which any portion of the Project is first placed in service, the County shall provide to the Taxpayer Infrastructure Credits for a period of six (6) consecutive years in an amount equal to seventy (70%) of that portion of Fee Payments payable by the Taxpayer with respect to the Project (that is, with respect to investment made by the Taxpayer in the Project during the Investment Period) calculated and applied after payment of the amount due the non-host county under the Park Agreement.

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



(c) In no event shall the aggregate amount of all Infrastructure Credits claimed by the Taxpayer exceed the amount expended by it collectively with respect to the Infrastructure at any point in time. The Taxpayer 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 B. Further, any amount of reimbursement of the Taxpayer for Infrastructure expenditure by way of an Infrastructure Credit may not be duplicated through an infrastructure credit to the Taxpayer for the same expenditure.

(d) In the event the Taxpayer fails to meet the Investment Target by the end of the fifth (5<sup>th</sup>) year after the Project is placed in service, the Infrastructure Credits will terminate.

(e) [*Intentionally* omitted]

(f) As provided in Section 4-29-68 of the Code, to the extent any Infrastructure Credit is used as a payment for personal property, including machinery and equipment, 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.

(g) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE 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 INFRASTRUCTURE CREDITS.

(h) 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 Fee Payments for the Project in the Park. 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 Fee Payments.

#### **ARTICLE IV**

##### **CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT**

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

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

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Taxpayer may reasonably request in a form and substance acceptable to the Taxpayer and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Taxpayer. The County hereby acknowledges that the Taxpayer may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that the Taxpayer will give notice of any transfer by the Taxpayer of any of its interest in this Agreement to an Affiliate of the Taxpayer, but such transfer may be done without the County's consent. A transfer to any other Person who is not an Affiliate of the Taxpayer shall require the prior written consent of the County or the subsequent ratification by the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Infrastructure Credits to the Taxpayer or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Infrastructure Credit Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

## **ARTICLE V**

### **DEFAULTS AND REMEDIES**

SECTION 5.01. Events of Default. If the County or the Taxpayer shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Taxpayer, respectively, specifying the failure and requesting that it be remedied is given to the County by the Taxpayer, or to the Taxpayer by the County, by first-class mail, the County or the Taxpayer, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Remedies and Legal Proceedings by the Taxpayer or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Taxpayer or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Taxpayer hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Taxpayer to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VI

### MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for herein have been credited to the Taxpayer.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Taxpayer. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Taxpayer any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Taxpayer.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement, the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Taxpayer. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Taxpayer or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

- |     |                                                                            |                                                                                                       |
|-----|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| (a) | if to the County:                                                          | Anderson County<br>Attn: County Administrator<br>P.O. Box 8002<br>Anderson, South Carolina 29622-8002 |
|     | with a copy to:<br>(which shall not<br>constitute notice<br>to the County) | Anderson County Attorney<br>P.O. Box 8002<br>Anderson, South Carolina 29622-8002                      |

(b) if to the Taxpayer: James M. Simson  
Town Square Development, L.P.  
Attn: Lori Patton  
105 N Hamilton Street  
Williamston, SC 29697

with a copy to: Maynard Nexsen PC  
(which shall not 104 South Main Street, Suite 900  
constitute notice Greenville, South Carolina 29601  
to the Taxpayer) Attn: James K. Price

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Taxpayer shall also be given to the others. The County and the Taxpayer may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the “Indemnified Parties”) shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Infrastructure Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Taxpayer, or by reason of the County’s relationship to the Project or by the operation of the Project by the Taxpayer, 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 Taxpayer 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 Taxpayer shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

(b) Notwithstanding anything in this 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 Taxpayer, shall survive any termination of this Agreement.

**IN WITNESS WHEREOF**, Anderson County, South Carolina, has caused this Agreement to be executed by the Anderson County Chairman of County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and [Project Austin] has caused this Agreement to be executed by an authorized manager/officer, all as of the day and year first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Chairman of County Council

**ATTEST:**

\_\_\_\_\_  
Clerk to County Council of  
Anderson County, South Carolina

*[Signature page 1 to Special Source Revenue Credit Agreement]*

---

James M. Simpson, a South Carolina resident

**TOWN SQUARE DEVELOPMENT, L.P., a**  
South Carolina limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature page 2 to Special Source Revenue Credit Agreement]*

## **EXHIBIT A**

### **REAL PROPERTY DESCRIPTION**

Property of James M. Simpson:

ALL that certain lot or parcel of land in Williamston Township, County of Anderson, State of South Carolina containing 5.50 acres, more or less, bounded on the east by N. Hamilton Street, on the south by property of Town Square Development, L.P. (TMS No. 244-05-04-004) and the property of Felix B. Lopez (TMS No. 244-05-04-003), on the west by N. Green Street and on the north by Heritage Drive and the property of Badd Investors LLC (TMS No. 244-05-04-005).

TMS Number: 244-05-04-002

Property of Town Square Development, L.P.:

ALL that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Anderson, Town of Williamston, on a public road, now or formerly known as North Hamilton Street, leading towards Greenville, South Carolina, containing two (2.00) acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at a corner on said public road, now or formerly known as North Hamilton Street, and running thence up said road to the corner of property now or formerly of Mrs. L. C. Cooley; thence, back along the line of said Cooley property to a corner; thence, along the line of land formerly of Mr. G. W. Anderson, to corner on a public road now or formerly known as Austin Street; thence, along said street between land formerly owned by J. E. Pickel and this lot to the beginning corner, and being more fully described on that certain plat prepared W. Glen Dalton, PLS, dated January 5, 2021, and recorded in the Office of the Register of Deeds for Anderson County in Plat Slide 2768 at Page 5, and having the metes and bounds, courses and distances, as upon said plat appear, which is incorporated herein by reference thereto.

LESS AND EXCEPTING, HOWEVER, ALL that certain piece, parcel or lot situate, lying and being in the State of South Carolina, County of Anderson, Town of Williamston, and being shown and designated as 0.45 acres, more or less, on a plat prepared by J. Don Lee, Reg. L.S. No. 2079, dated June 3, 1991, and recorded in the Office of the Register of Deeds for Anderson County in Plat Book 104 at Page 15, and having the metes and bounds, courses and distances as upon said plat appear, which is incorporated herein by reference thereto.

TMS Number: 244-05-04-004

ALSO, ALL that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Anderson, Town of Williamston, and being shown and designated as 0.45 acres, more or less, on a plat prepared by J. Don Lee, Reg. L.S. No. 2079, dated June 3, 1991, and recorded in the Office of the Register of Deeds for Anderson County in Plat Book 104 at Page 15, and being more fully described on that certain plat prepared W. Glen Dalton, PLS, dated January 5, 2021, and recorded in the Office of the Register of Deeds for Anderson County in Plat Slide 2768 at Page 5, and having the metes and bounds, courses and distances, as upon said latter plat appear, which is incorporated herein by reference thereto.

TMS Number: 244-05-04-006

**EXHIBIT B**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I, James M. Simpson, individually and the general partner of Town Square Development, L.P. (collectively, the "Taxpayer"), do hereby certify in connection with the Special Source Revenue Credit Agreement dated as of December 19, 2023 (the "Agreement") between Anderson County, South Carolina and the Taxpayer, as follows:

(1) As of December 31, 20\_\_, the total amount of Infrastructure Credits received by the Taxpayer is \$\_\_\_\_\_.

(2) As of December 31, 20\_\_, the total amount of investment in Costs of Infrastructure by the Taxpayer is not less than \$\_\_\_\_\_.

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\_\_.

\_\_\_\_\_  
James M. Simpson, a South Carolina resident

**TOWN SQUARE DEVELOPMENT, L.P.**, a  
South Carolina limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**ORDINANCE NO. 2023-051**

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

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

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

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

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

**DONE** in meeting duly assembled this 19th day of December, 2023.

**ANDERSON COUNTY, SOUTH CAROLINA**

**(SEAL)**

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

Attest:

By: \_\_\_\_\_  
Clerk to Anderson County Council

FORM APPROVED BY:

\_\_\_\_\_  
County Attorney

First Reading: November 21, 2023  
Second Reading: December 5, 2023  
Third Reading: December 19, 2023  
Public Hearing: December 19, 2023

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

Property of James M. Simpson:

ALL that certain lot or parcel of land in Williamston Township, County of Anderson, State of South Carolina containing 5.50 acres, more or less, bounded on the east by N. Hamilton Street, on the south by property of Town Square Development, L.P. (TMS No. 244-05-04-004) and the property of Felix B. Lopez (TMS No. 244-05-04-003), on the west by N. Green Street and on the north by Heritage Drive and the property of Badd Investors LLC (TMS No. 244-05-04-005).

TMS Number: 244-05-04-002

Property of Town Square Development, L.P.:

ALL that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Anderson, Town of Williamston, on a public road, now or formerly known as North Hamilton Street, leading towards Greenville, South Carolina, containing two (2.00) acres, more or less, and having the following metes and bounds, to-wit:

BEGINNING at a corner on said public road, now or formerly known as North Hamilton Street, and running thence up said road to the corner of property now or formerly of Mrs. L. C. Cooley; thence, back along the line of said Cooley property to a corner; thence, along the line of land formerly of Mr. G. W. Anderson, to corner on a public road now or formerly known as Austin Street; thence, along said street between land formerly owned by J. E. Pickel and this lot to the beginning corner, and being more fully described on that certain plat prepared W. Glen Dalton, PLS, dated January 5, 2021, and recorded in the Office of the Register of Deeds for Anderson County in Plat Slide 2768 at Page 5, and having the metes and bounds, courses and distances, as upon said plat appear, which is incorporated herein by reference thereto.

LESS AND EXCEPTING, HOWEVER, ALL that certain piece, parcel or lot situate, lying and being in the State of South Carolina, County of Anderson, Town of Williamston, and being shown and designated as 0.45 acres, more or less, on a plat prepared by J. Don Lee, Reg. L.S. No. 2079, dated June 3, 1991, and recorded in the Office of the Register of Deeds for Anderson County in Plat Book 104 at Page 15, and having the metes and bounds, courses and distances as upon said plat appear, which is incorporated herein by reference thereto.

TMS Number: 244-05-04-004

ALSO, ALL that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Anderson, Town of Williamston, and being shown and designated as 0.45 acres, more or less, on a plat prepared by J. Don Lee, Reg. L.S. No. 2079, dated June 3, 1991, and recorded in the Office of the Register of Deeds for Anderson County in Plat Book 104 at Page 15, and being more fully described on that certain plat prepared W. Glen Dalton, PLS, dated January 5, 2021, and recorded in the Office of the Register of Deeds for Anderson County in Plat Slide 2768 at Page 5, and having the metes and bounds, courses and distances, as upon said latter plat appear, which is incorporated herein by reference thereto.

TMS Number: 244-05-04-006

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

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify (i) that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of November 21, 2023, December 5, 2023 and December 19, 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; and (ii) the public hearing for the attached ordinance was conducted by County Council at the County Council meeting of December 19, 2023.

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

Dated: December 19, 2023

**RESOLUTION NO. 2023-058**

**A RESOLUTION FOR ANDERSON COUNTY TO MAINTAIN FUNDS FOR ITS OBLIGATION TO PROVIDE ITS PROPORTIONATE SHARE OF LOCAL MATCH FOR SCIIIP GRANT FUNDS TO ASSIST IN THE EXPANSION OF PENDLETON/CLEMSON/ANDERSON WASTEWATER TREATMENT PLANT; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the Town of Pendleton, South Carolina (“Pendleton”), City of Clemson, South Carolina (“Clemson”), Anderson County, South Carolina (“Anderson”) have jointly agreed to participate in expansion of treatment capacity of the Pendleton/Clemson Regional Wastewater Treatment Plant (“Plant”);

**WHEREAS**, Pendleton has been awarded grant funding in the amount of \$10,000,000 via the South Carolina Infrastructure Investment Program (“SCIIIP”) via SCIIIP Grant number A-23-C158;

**WHEREAS**, SCIIIP grant funds will be allocated to a specific division of work associated with the Plant upgrades, namely improvements at the influent pump station and force main, headworks, and front-end electrical work, and are subject to a 25% minimum matching requirement;

**WHEREAS**, the SCIIIP division of work will have an estimated construction cost of \$14,048,889.00, based on the 60% Guaranteed Maximum Price established with the Construction Manager at Risk; and

**WHEREAS**, the Parties have agreed to cost participation and capacity ownership in the Plant upgrade of 23.33% (Pendleton); 33.34% (Clemson); 43.33% (Anderson), and if the Guaranteed Maximum Price should escalate further the Parties have agreed to include additional funds to cover such an increase per the previously specified percentages.

**NOW, THEREFORE**, be it resolved in meeting duly assembled that:

1. Anderson County resolves to maintain available cash on hand to meet its matching obligation of \$1,754,384 until such time either the SCIIIP division of work is complete and paid in full or outside funding is secured.
2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
3. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
4. This resolution shall take effect and be in force immediately upon enactment.

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

**ATTEST:**

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

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

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

**APPROVED AS TO FORM:**

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

## **RESOLUTION R2023-059**

### **A RESOLUTION AUTHORIZING THE RELOCATION OF AN ABANDONED CEMETERY ON REAL PROPERTY SITUATE AND LOCATED IN ANDERSON COUNTY ON OAK ROAD, PIEDMONT, SOUTH CAROLINA 29673; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Anderson County, South Carolina (the “County”), is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized to relocate cemeteries that are deemed to be abandoned to another suitable location; and,

**WHEREAS**, Anderson County School District One (the “School District”) is a body politic and a political subdivision of the State of Carolina that is the owner of that certain real property commonly known as 26.04 acres, more or less, Oak Road, Piedmont, SC 29673 (the “Property”) being more particularly described in that certain General Warranty Deed of Billy B. Huskey unto Anderson School District One dated September 08, 2023 and recorded on September 11, 2023 in the Office of the Register of Deeds for Anderson County, South Carolina in Book 16970 at Page 178; and

**WHEREAS**, on the Property there exists a cemetery containing the remains of members of the Elrod Family which such cemetery is abandoned pursuant to the definition contained in S.C. Code Section 27-43-40 (1962, as amended); and

**WHEREAS**, the School District desires to relocate the cemetery from its current location on the Property to a different location still on the same Property and seeks to do so with the consent of the Elrod Family; and

**WHEREAS**, pursuant to S.C. Code Section 27-43-10 (1962, as amended) it is necessary for the County to approve the relocation of the remains of members of the Elrod Family to a site on the same Property;

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

1. The County hereby determines that it is necessary and expedient to relocate the cemetery containing the remains of members of the Elrod Family located on the Property to another site on the same Property.
2. In making its determination, the County has considered the consents obtained by School District One of the Elrod Family Descendants and their desire to have the remains be relocated to a different site on the same Property. The School District held at least two (2) meetings in which it invited Elrod Family Descendants to review plans of the District. Further, public notice of such intent to relocate was published in the Williamston Journal, a newspaper of general circulation in Anderson County, South Carolina, on November 08, 2023, November 15, 2023 and November 22, 2023.

2. The Anderson County Administrator, or his designee, is hereby authorized to take all necessary action and execute any documents necessary to perfect the relocation of the cemetery.
3. This Resolution shall take effect and be in full force from immediately up enactment.
4. This resolution shall take effect and be in force immediately upon enactment.

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

**ATTEST:**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman

---

Renee Watts  
Clerk to County Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
County Attorney

**RESOLUTION NO. 2023-061**

**A RESOLUTION AUTHORIZING THE APPROVAL OF A JOINT AMENDMENT TO THAT CERTAIN FEE IN LIEU OF TAX AGREEMENT BY AND AMONG ANDERSON COUNTY, SOUTH CAROLINA (THE “COUNTY”), ORTEC, INC. (THE “COMPANY”) AND PENDLETON LAND HOLDINGS, LLC (THE “LANDLORD”) DATED AS OF DECEMBER 6, 2016 (AS AMENDED) AND THAT CERTAIN INFRASTRUCTURE FINANCE AGREEMENT BY AND AMONG THE COUNTY, THE COMPANY AND THE LANDLORD DATED AS OF DECEMBER 6, 2016 (AS AMENDED); EXTENDING THE PROJECT PERIOD AND INVESTMENT PERIOD THEREUNDER; AUTHORIZING THE ISSUANCE OF CERTAIN SPECIAL SOURCE REVENUE CREDITS THEREUNDER; REDUCING THE JOBS REQUIREMENT THEREUNDER; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, pursuant to the provisions of Section 12-44-10 *et seq.* (the “FILOT Act”) and Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended, the County, acting by and through its County Council (the “County Council”), the Company and the Landlord previously entered into that certain Fee in Lieu of Tax Agreement (the “Original FILOT Agreement”) and that certain Infrastructure Finance Agreement (the “Original IFA Agreement”) each dated as of December 6, 2016, pursuant to which the Company and the Landlord have been afforded certain payments in lieu of taxes under the Original FILOT Agreement and certain infrastructure credits under the Original IFA Agreement; and

**WHEREAS**, the Original FILOT Agreement and the Original IFA Agreement were amended pursuant to that certain Amendment to Fee in Lieu of Tax Agreement and Infrastructure Finance Agreement by and among the County, the Company, the Landlord and the Town of Pendleton, South Carolina (the “Town”) dated October 1, 2019 (the “First Amendment”); and

**WHEREAS**, the Original IFA Agreement was further amended pursuant to that certain Second Amendment to Infrastructure Finance Agreement by and among the County, the Company, the Landlord and the Town dated on or about November 12, 2020 (the “Second IFA Amendment”); and

**WHEREAS**, the purpose of the First Amendment was to modify the Original FILOT Agreement (as amended by the First Amendment, the “FILOT Agreement”) and the Original IFA Agreement to: (a) extend the Investment Period (as defined in the Original IFA Agreement) and the Project Period (as defined in the FILOT Agreement) to December 31, 2024; (b) add the Town as a party to the FILOT Agreement and the Original IFA Agreement; and (c) adjust the millage rate and infrastructure credits under the FILOT Agreement and the Original IFA Agreement due to the annexation of the property subject to the FILOT Agreement and the Original IFA Agreement by the Town; and

**WHEREAS**, the purpose of the Second IFA Amendment was to modify the Original IFA Agreement (as amended by the First Amendment and the Second IFA Amendment, the “IFA”) to clarify certain provisions related to improvements made by the Company; and

**WHEREAS**, the Company: (a) intends to make additional investment of \$21,500,000 in the Project (as defined in the FILOT Agreement); (b) intends to create 5 new jobs in connection with its additional investment; (c) desires to reduce the Company’s Minimum Jobs Creation Target (as defined in the IFA) to 30 net new, full-time jobs; and (d) desires to extend the Investment Period (as defined in the IFA) and the Project Period (as defined in the FILOT Agreement) to December 31, 2028; and

**WHEREAS**, the FILOT Act provides that the additional investments by the Company are eligible



for inclusion as a part of the Project (as defined in the FILOT Agreement) and “Economic Development Property” (as defined in the FILOT Act), provided that the minimum investment requirements and any other applicable provisions of the FILOT Act must be satisfied; and

**WHEREAS**, the Company and the Landlord have requested: (a) the extension of the Investment Period (as defined in the IFA) and the Project Period (as defined in the FILOT Agreement) to December 31, 2028; and (b) the issuance of certain additional special source revenue credits (“SSRCs”) to be applied to their respective payments in lieu of taxes under the FILOT Agreement and the IFA as an inducement to secure the additional investment within the County; and

**WHEREAS**, the County Council has considered these requests and has agreed to provide such approvals, which are consistent with the underlying intent of the FILOT Agreement and the IFA to promote the economic development of the County; and

**WHEREAS**, the County Council has caused to be prepared and presented to this meeting this resolution, which the County Council concludes is an appropriate resolution to be executed and approved by the County for the purposes intended.

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

Section 1. The County Council hereby approves the extension of the Investment Period (as defined in the IFA) and the Project Period (as defined in the FILOT Agreement), such that each will now end on December 31, 2028.

Section 2. The County Council hereby approves the issuance of additional SSRCs to the Company and the Landlord as further described in the Joint Amendment to Fee in Lieu of Tax Agreement and Infrastructure Finance Agreement (2023) attached hereto as Exhibit A (the “Joint Amendment”).

Section 3. The County Council hereby approves the reduction of the Minimum Jobs Creation Target (as defined in the IFA) to 30 net new, full-time jobs, as further described in the Joint Amendment.

Section 4. The form, terms and provisions of the Joint Amendment 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 Joint Amendment were set out in this Resolution in its entirety. The Chair of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Joint Amendment in the name and on behalf of the County, and thereupon to cause the Joint Amendment to be delivered to the Company and performed by the County. The Joint Amendment is to be in substantially the form now before this meeting and hereby approved, or 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, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of the Joint Amendment now before this meeting.

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

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

**[*Signature Page to Follow*]**

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

**ATTEST:**

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

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

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

**APPROVED AS TO FORM:**

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

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

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

**EXHIBIT A**

**JOINT AMENDMENT**

**JOINT AMENDMENT TO FEE IN LIEU OF TAX AGREEMENT AND  
INFRASTRUCTURE FINANCE AGREEMENT (2023)**

This **JOINT AMENDMENT TO FEE IN LIEU OF TAX AGREEMENT AND INFRASTRUCTURE FINANCE AGREEMENT (2023)** (the “Joint Amendment”) is dated as of \_\_\_\_\_, 2023 by and among **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), **ORTEC, INC.**, a South Carolina corporation (the “Company”), **PENDLETON LAND HOLDINGS, LLC**, a South Carolina limited liability company (the “Landlord”), and the **TOWN OF PENDLETON, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “Town”).

**WHEREAS**, pursuant to the provisions of Section 12-44-10 *et seq.* and Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended, the County, acting by and through its County Council (the “County Council”), the Company and the Landlord previously entered into that certain Fee in Lieu of Tax Agreement (the “Original FILOT Agreement”) and that certain Infrastructure Finance Agreement (the “Original IFA Agreement”) each dated as of December 6, 2016, pursuant to which the Company and the Landlord have been afforded certain payments in lieu of taxes under the Original FILOT Agreement and certain infrastructure credits under the Original IFA Agreement; and

**WHEREAS**, the Original FILOT Agreement and the Original IFA Agreement were amended pursuant to that certain Amendment to Fee in Lieu of Tax Agreement and Infrastructure Finance Agreement by and among the County, the Company, the Landlord and the Town dated October 1, 2019 (the “First Amendment”); and

**WHEREAS**, the Original IFA Agreement was further amended pursuant to that certain Second Amendment to Infrastructure Finance Agreement by and among the County, the Company, the Landlord and the Town dated on or about November 12, 2020 (the “Second IFA Amendment”); and

**WHEREAS**, the purpose of the First Amendment was to modify the Original FILOT Agreement (as amended by the First Amendment, the “FILOT Agreement”) and the Original IFA Agreement to: (a) extend the Investment Period (as defined in the Original IFA Agreement) and the Project Period (as defined in the FILOT Agreement) to December 31, 2024; (b) add the Town as a party to the FILOT Agreement and the Original IFA Agreement; and (c) adjust the millage rate and infrastructure credits under the FILOT Agreement and the Original IFA Agreement due to the annexation of the property subject to the FILOT Agreement and the Original IFA Agreement by the Town; and

**WHEREAS**, the purpose of the Second IFA Amendment was to modify the Original IFA Agreement (as amended by the First Amendment and the Second IFA Amendment, the “IFA”) to clarify certain provisions related to improvements made by the Company; and

**WHEREAS**, the Company: (a) intends to make additional investment of \$21,500,000 in the

Project (as defined in the FILOT Agreement); (b) intends to create 5 new jobs in connection with its additional investment; (c) desires to reduce the Company's Minimum Jobs Creation Target (as defined in the IFA) to 30 net new, full-time jobs; and (d) desires to extend the Investment Period (as defined in the IFA) and the Project Period (as defined in the FILOT Agreement) to December 31, 2028; and

**WHEREAS**, the FILOT Act provides that the additional investments by the Company are eligible for inclusion as a part of the Project (as defined in the FILOT Agreement) and "Economic Development Property" (as defined in the FILOT Act), provided that the minimum investment requirements and any other applicable provisions of the FILOT Act must be satisfied; and

**WHEREAS**, the Company and the Landlord have requested: (a) the extension of the Investment Period (as defined in the IFA) and the Project Period (as defined in the FILOT Agreement) to December 31, 2028; and (b) the issuance of certain additional special source revenue credits ("SSRCs") to be applied to their respective payments in lieu of taxes under the FILOT Agreement and the IFA as an inducement to secure the additional investment within the County; and

**WHEREAS**, the County Council has considered these requests and has agreed to provide such approvals pursuant to County Council Resolution No. [\_\_\_\_], which such approvals are consistent with the underlying intent of the FILOT Agreement and the IFA to promote the economic development of the County; and

**NOW, THEREFORE**, in consideration of the respective representations and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, the Company, the Landlord and the Town hereby agree as follows:

1. The County hereby ratifies and confirms that the Investment Period (as defined in the IFA) and the Project Period (as defined in the FILOT Agreement) were previously extended pursuant to the First Amendment to expire on December 31, 2024.
2. The County hereby approves an additional extension of the Investment Period (as defined in the IFA) and the Project Period (as defined in the FILOT Agreement), such that the Investment Period and the Project Period shall now expire on December 31, 2028.
3. The definitions of "Investment Target," "Jobs Creation Target" and "Minimum Jobs Creation Target" in the IFA are hereby amended and restated in their entirety as follows:

*"Investment Target"* shall mean investment by the Company of at least \$41,500,000 in the Project pursuant to the Fee Agreement.

*"Jobs Creation Target"* shall mean the creation by the Company or its affiliates or subsidiaries of at least 31 net new, full-time, jobs in connection with the Project.

*"Minimum Jobs Creation Target"* shall mean the creation by the Company or its affiliates or subsidiaries of at least 30 net new, full-time, jobs in connection with the Project.

4. Section 3.02(a) of the IFA is hereby amended and restated in its entirety as follows:

(a) In order to reimburse the Company for the Cost of the Infrastructure with respect to the Project, commencing with the annual Fee Payment, the County shall provide to the Company infrastructure credits equal to a percentage of that portion of Fee Payments payable by the Company with respect to the Project, calculated and applied after payment of the amount due the non-host county under the Park Agreement (“Infrastructure Credits”), as follows:

- i. With respect to assets placed in service as of December 31, 2022:
  1. 50% Infrastructure Credits for consecutive years two through six of the Fee Agreement;
  2. 40% Infrastructure Credits for consecutive years seven through eleven of the Fee Agreement; and
  3. 30% Infrastructure Credits for consecutive years twelve through twenty of the Fee Agreement.
- ii. With respect to assets placed in service after December 31, 2022:
  1. 50% Infrastructure Credits for consecutive years one through five of the Fee Agreement;
  2. 40% Infrastructure Credits for consecutive years six through ten of the Fee Agreement; and
  3. 30% Infrastructure Credits for consecutive years eleven through twenty of the Fee Agreement.

The above credits are to be calculated and applied after payment by the County of the one percent (1%) amount due the non-host county under the Park Agreement (the “Project Credits”).

5. The obligations of the Company and the Landlord under each of the FILOT Agreement and the IFA shall be separate and distinct such that a default by the Company under either the FILOT Agreement or the IFA, as applicable, shall not (in and of itself) constitute a default by the Landlord under such agreement, and a default by the Landlord under either the FILOT Agreement or the IFA, as applicable, shall not (in and of itself) constitute a default by the Company. The County’s exercise of any remedies available under the FILOT Agreement and/or the IFA in the event of a default shall be limited to the party (or parties) in default. Provided that the Company has not committed or suffered to occur an event of default, the County shall not be permitted to terminate the FILOT Agreement as to the Company in the event that the Landlord commits or suffers to occur an event of default (and vice versa). The Company’s failure to achieve the investment and jobs commitments contemplated in this Joint Amendment shall have no impact on the FILOT Agreement and IFA as it relates to the Landlord.
6. This Joint Amendment may be executed in counterparts, each of which may be executed separately, but which together shall constitute one and the same document.
7. Except as specifically amended pursuant to this Joint Amendment, each of the FILOT Agreement and IFA shall remain unchanged and in full force and effect.



(Signature Pages Follow)

IN WITNESS WHEREOF, ANDERSON COUNTY, SOUTH CAROLINA, ORTEC, INC.,  
PENDLETON LAND HOLDINGS, LLC, and the TOWN OF PENDLETON, each pursuant to due  
authority, have duly executed the Joint Amendment, all as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Tommy Dunn, Chair of County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Renee Watts, Clerk to County Council

(Company Signature Page Follows)

ORTEC, INC., a South Carolina corporation

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

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

Title: \_\_\_\_\_

(Landlord Signature Page Follows)

PENDLETON LAND HOLDINGS, LLC, a South  
Carolina limited liability company

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

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

Title: \_\_\_\_\_

(Town Signature Page Follows)

TOWN OF PENDLETON, SOUTH CAROLINA

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

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

Title: \_\_\_\_\_



**Anderson County Central Services Division  
Purchasing Department**

**To: Mr. Rusty Burns**

**From: Robert Carroll**

**Date: 12/12/2023**

**Re: Bid #24-014**

**Anderson County received bids on December 7<sup>th</sup> for a Track Loader. The County sent the bid package to eleven (11) companies and had one (1) company to submit a bid. County staff recommends award to the low bidder, Blanchard Machinery of Simpsonville, S.C. The total price for the equipment is \$732,896.51. Staff is requesting approval of the bid at this time.**

# Anderson County Purchasing Department Bid Tabulation

## BID #24-014 TRACKED LOADER

	Vendor	Total Cost
1	BLANCHARD	\$732,896.51
2	DEM LOGISTICS	NO RESPONSE
3	NOVA TECHNOLOGIES	NO RESPONSE
4	HILL MACHINERY	NO RESPONSE
5	MAY EQUIPMENT	NO RESPONSE
6	FLINT	NO RESPONSE
7	LINDER	NO RESPONSE
8	DOUGHERTY	NO RESPONSE
9	STAFFORD	NO RESPONSE
10	AG PRO	NO RESPONSE
11	ASCENDUM MACHINERY	NO RESPONSE
12		
13		
14	AWARD TO: <i>Blanchard</i>	<i>[Signature]</i> 12-10-2023

**SOLICITATION OFFER AND AWARD FORM**

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624					
REQUEST FOR SOLICITATIONS, OFFER AND AWARD					
*****Solicitation Information*****					
1. SOLICITATION: #24-014		Tracked Loader (Cat 973K or equivalent) (SEE SPECIFICATIONS)			
2. ISSUE DATE: November 15, 2023					
3. FOR INFORMATION CONTACT: allpurchasing@andersoncountysc.org					
5. SUBMIT BID TO: <b>Anderson County Purchasing Department</b> 101 South Main Street, Room 115 Anderson, S.C. 29624 Attn: Bid #24-014					
6. Submission Deadline: Thursday, December 7, 2023				Time: 11:00 A.M.	
7. Submit Sealed Bid					
8. Firm Offer Period: Bids submitted shall remain firm for a period of (30) calendar days from date specified in block 6.					
>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>Offer (To be completed by Bidder)<<<<<<<<<<<<<<<<<<<<<<<<<					
9. BUSINESS CLASSIFICATION		(Check Appropriate Box)		<input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/> Minority Business Enterprise <input type="checkbox"/> Disadvantaged Business Enterprise	
10. Additional Information: In compliance with above, the undersigned agrees, if this proposal is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.					
11. Bidder's name and address (Type or print): <i>Blanchard Machinery Co. 224 Neely Ferry Rd. Simpsonville, SC 29680</i>			12. Name & Title of Person Authorized to sign the Bid. (Type or Print): <i>Ron Hunter</i> <i>Territory Manager</i>		
			13. Bidder's Signature & Date <i>Ron Hunter</i> <i>12-6-2023</i>		
e-mail: <i>rhunter@blanchardmachinery.com</i> Telephone # <i>864.303.2603</i> Fax # <i>864.963.2063</i> Federal Identification #: <i>59-0681683</i>					
>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>AWARD (To be completed by Anderson County)<<<<<<<<<<<<<<<<<<<<<<<<<					
14. Total amount of award:		15. Successful Bidder:			
16. Contracting Officer or Authorized Representative: Robert E. Carroll		17. Signature:		18. Award date:	



## EXHIBIT B

### BID FORM

Name of Party submitting the Bid: Blanchard Machinery Co.

To: Purchasing Manager for Anderson County

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

Bid: Tracked Loader

Total Bid Price for items described in the Specifications (attached):

QTY	U/M	Description	Unit Cost	TOTAL
1	Each	Tracked Loader (Cat 973K or Equivalent) :per attached specifications		<u>\$684,950.<sup>01</sup></u>
		S.C. Tax/Fee		<u>\$47,946.<sup>50</sup></u>
		TOTAL		<u>\$732,896.<sup>51</sup></u>

1 Each Trade-In Value of an existing 2005 Model Year Cat 2963C WDA with approximately 8,867 Hours \$ 34,800.<sup>00</sup>

\* See trade terms on quote provided

\*\*\*\*\* Delivery to the site the Tracked Loader will be operating is also required in the bid price. It will be delivered to: Anderson County Starr C&D Landfill 390 Roy Arnold Rd, Iva SC 29684



## 2024 ANDERSON COUNTY COUNCIL MEETING SCHEDULE

**January 2**

**January 16**

**February 6**

**February 20**

**March 5**

**March 19**

**April 2**

**April 16**

**May 7**

**May 21**

**June 4**

**June 18**

**July 2**

**July 16**

**August 6**

**August 20**

**September 3**

**September 17**

**October 1**

**October 15**

**November 5**

**November 19**

**December 3**

**December 17**

**Tommy Dunn**  
Chairman, District 5

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

**Greg Elgin**  
Council District 3

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

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

**Glenn A. Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee D. Watts**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org



## **FINANCE COMMITTEE MEETING AGENDA**

**Thursday, December 14, 2023, 9:30 A.M.**

**Historic Courthouse**

**101 South Main Street, Anderson SC 29621  
Administrator's Conference Room, 2<sup>nd</sup> Floor  
Chairman Brett Sanders Presiding**

Tommy Dunn  
Chairman  
Council District 5

Brett Sanders  
Vice Chairman  
Council District 4

John B. Wright, Jr.  
Council District 1

Glenn Davis  
Council District 2

Greg Elgin  
Council District 3

Jimmy Davis  
Council District 6

M. Cindy Wilson  
Council District 7

———  
Renee D. Watts  
Clerk to Council

Rusty Burns  
County Administrator

- |                                                   |                                            |
|---------------------------------------------------|--------------------------------------------|
| 1. Call to Order                                  | The Honorable Brett Sanders                |
| 2. Invocation and Pledge of Allegiance            | The Honorable M. Cindy Wilson              |
| 3. Presentation of FY 23 Financial & Single Audit | Mr. Ken Meadows, Greene Finney Cauley, LLP |
| 4. Discussion of Insurance Carrier                | Rita Davis, Finance                        |
| 5. Adjournment                                    | The Honorable Brett Sanders                |

### **Committee Members:**

The Honorable Brett Sanders, Chairman  
The Honorable M. Cindy Wilson  
The Honorable John B. Wright, Jr.

### **ADMINISTRATION DIVISION**

**Rusty Burns | County Administrator**

O: 864-260-4031 | F: 864-260-4548 | [rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)  
Historic Courthouse | 101 South Main Street, Anderson SC 29624  
PO Box 8002, Anderson, South Carolina 29622-8002 | [www.andersoncountysc.org](http://www.andersoncountysc.org)

**RESOLUTION NO. 2023-060**

**A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN ANDERSON COUNTY AND SOUTH CAROLINA COUNTIES' PROPERTY AND LIABILITY TRUST ("TRUST") FOR ANDERSON COUNTY TO PARTICIPATE IN RISK FINANCING AND RISK SHARING TRUST; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, for many years Anderson County and county affiliated entities have participated in the State Fiscal Accounting Authority Insurance Reserve Fund;

**WHEREAS**, the County staff have investigated the South Carolina Counties' Property and Liability Trust and concluded that it will enhance the Anderson County risk management program;

**WHEREAS**, the County Council desires to participate in the Trust; and

**WHEREAS**, an Intergovernmental Agreement between Anderson County and the South Carolina Counties' Property and Liability Trust has been developed for the intent of Anderson County to participate in the Trust.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by Anderson County Council in meeting duly assembled that:

1. The Anderson County Council approves the Intergovernmental Agreement attached hereto as Exhibit A and further authorizes the County Administrator to sign the Agreement for the County to participate in the South Carolina Counties' Property and Liability Trust.

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

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

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

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

**ATTEST:**

**FOR ANDERSON COUNTY**

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Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman  
Anderson County Council

---

Renee Watts  
Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
County Attorney

**Exhibit A**

**INTERGOVERNMENTAL AGREEMENT FOR  
RISK FINANCING AND RISK SHARING TRUST**

This Agreement, made and entered into this \_\_\_\_ day of December 2023, by and between all parties who are now or may hereafter become members of the South Carolina Counties' Property and Liability Trust (hereinafter referred to as the "Trust") and join in the Trust for certain risk sharing, which Trust is acting by and through its Board of Trustees as provided herein;

**WITNESSETH:**

WHEREAS, certain counties of the State of South Carolina have agreed to create the Trust and have agreed to pool the risk of their exposure to certain potential liabilities in the manner herein provided, pursuant to the provisions of the Code of Laws of South Carolina, 1976 Section 15-78-140; and

WHEREAS, the prospective members of the Trust have agreed upon designation of a Board of Trustees to direct the affairs of the Trust, adopt policies and procedures for implementing and administering the Trust, and to pass upon the admissibility of future members of the Trust; and

WHEREAS, by this Agreement the Trust will undertake to discharge certain claims against any member of the Trust, when said claims come within the provisions of this Agreement and regulations or policies of the Trustees, and when said claims are determined to be due as a result of a court judgment or settlement agreement; and

## **Exhibit A**

WHEREAS, the members of the Trust agree to pay contributions based upon appropriate classifications, rates and loss experience, and other criteria established by the Board of Trustees, out of a portion of which the Trust will establish and maintain a fund for the payment of the claims, awards and attorney fees and further, that the members covenant and agree there will be no disbursements out of the Trust by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees; and

WHEREAS, the members of the Trust, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement and to share their risks for certain liability claims as herein provided;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

1. The counties which are signatories hereto do hereby agree to establish or to participate in the South Carolina Counties' Property and Liability Trust, hereinafter referred to as the "Trust", as a joint interlocal agency to operate a trust for liability risk sharing, including but not being limited to the following risks and coverages: automobile liability; automobile physical damage; comprehensive general liability; property and inland marine; and boiler and machinery; as set forth in the policies, regulations or schedules of coverage adopted by the Board of Trustees including any exclusions, exemptions, or limitations contained therein.

## **Exhibit A**

2. There shall be not more than seven (7) nor less than five (5) trustees appointed by the Board of Directors of the South Carolina Association of Counties. At least one (1) trustee, but not more than two (2) trustees, shall be a county manager or administrator, and all remaining shall serve as members of the policy-making body of their respective counties. A trustee shall continue to serve until he resigns, or is removed by the Board of Directors of the South Carolina Association of Counties, ceases to be a policy-making member or leaves the services of a member county in good standing in the South Carolina Association of Counties or dies.

3. The Trust will pay from the assets of the Trust lawful claims according to the types and levels of coverage established by the Board of Trustees. The Board of Trustees shall establish a schedule for types and monetary levels of coverages for which the Trust shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually responsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Trust and a member, or such other criteria as may be established by the Board of Trustees. The schedule so established may from time to time be amended by the Board of Trustees (but not during any twelve-month coverage period) to sustain the financial integrity of the Trust or to reflect the desires of the members as determined by the Board of Trustees.

4. The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Trust



## **Exhibit A**

contributing to the Trust shall be liable to the Trust or to any other member, except for the payment of the contributions provided for in its application for membership and joinder in the Trust, for annual contributions provided for continued membership as determined by the Trustees, and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

5. The Trust may establish, operate, and enforce administrative rules, regulations and bylaws governing the relationship between the individual members of the Trust and the Trust.

6. The Trust is authorized to enter into agreements with such agents, service contractors, persons, firms, corporations and attorneys as it deems appropriate to adjust claims, promote membership in the Trust; provide actuarial services; defend against claims and lawsuits; provide accounting services; secure excess coverage; invest the assets of the Trust; provide loss control and risk management services; maintain records and accounts; and provide any other service necessary or desirable for the sound initiation and operation of the Trust.

7. The Trustees shall provide overall supervision of the Trust and other specified services. The Trustees shall cause to be deposited to the account of the Trust at any bank or banks designated by the Trustees all contributions as collected and such monies shall be disbursed only as provided by the rules, regulations and bylaws of the Trustees and the Agreement between the Trustees and any agents, service providers or contractors of the Trust.

## **Exhibit A**

8. The Trustees shall secure excess coverage designed to protect the Trust against excess losses in such aggregate and/or specific amounts as is deemed appropriate. The Trust shall not become effective for risk sharing until it has received applications of members requiring and committing annual contributions totaling at least Six Hundred Thousand and No/100 (\$600,000.00) Dollars.

9. All members of the Trust hereby agree that the Trustees may admit as members of this Trust such county government units, agencies or entities related thereto in the State of South Carolina which are members of the South Carolina Association of Counties unless such requirement is waived by the South Carolina Association of Counties' Board of Directors. The Trustees shall determine which such South Carolina counties shall be eligible for future membership in accordance with the rules for maintenance of membership established by the Trustees. The Trustees shall be sole judge of whether an applicant shall be admitted to membership. A member may be suspended or expelled by the Trustees from the Trust after one hundred twenty (120) days' notice has been mailed to it and no payment shall be required of the Trust for any claim arising after the county or entity has secured other coverage but in no event shall the Trust be required to pay any claims arising more than one hundred twenty (120) days after written notice has been mailed to the suspended or expelled member whichever occurs first.

## **Exhibit A**

10. The rules and regulations for the administering of the Trust and the admission and expulsion or suspension of members shall be promulgated by the Trustees. In addition, each member of Trust agrees as follows:

a. To follow any reasonable loss prevention and risk management recommendations from the Trustees or contractors of the Trust in order to minimize claims against and losses of the Trust.

b. To give immediate notification of the claim to the Trust in the manner prescribed by the Trustees if a claim is reported to or is known to a member.

c. To make prompt payment of all contributions as required by the Trustees, the contributions to be determined by applying sound actuarial principles concerning exposure to risk.

d. To (and they do hereby) appoint the Trust, as well as its designees, as its agent and attorney-in-fact, to act in its behalf and to execute all contracts, reports, waivers, agreements, excess coverage agreements, and service contracts; to make or arrange for payment of claims and all other things required or necessary, insofar as they affect its liability for claims and awards and as covered by the terms of this Agreement and the rules and regulations as now-provided or as hereafter promulgated by the Trustees.

e. To permit the Trust to defend in the name of and on the behalf of the members any suits or other proceedings which may at any time be instituted against them concerning claims for which the Trust may be obligated to make payment (although such

## **Exhibit A**

suits, other proceedings, allegations or demands are considered to be wholly groundless, false, or fraudulent) and to pay all judgments and all expenses which are incurred pursuant to the direction of the Trust for investigation, negotiation or defense, from the Trust. It is agreed that the Trust shall make all final decisions regarding the legal defense of claims, and shall have absolute and conclusive authority with regard to defense, settlement and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member, other than first party claims for physical damage within the member's maintenance deductible, without approval of the Trust shall be at the sole cost of the settling member without any reimbursement or other resources from the Trust; and, may be grounds for expulsion of the member from the Trust.

f. To cooperate in all respects with the Trust, the Trustees and any contractors of the Trust in carrying out the purposes of this Agreement.

g. In the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event the member agrees to reserve such subrogated rights and to render all reasonable assistance to affect recovery.

h. The Trustees of the Trust, its designee, or any contractor of the Trust and any of their agents, servants, employees or attorneys shall be permitted at all reasonable times to inspect the real and personal property, work places, plants, works, machinery, and appliances of each member covered by this Agreement, and shall be

## **Exhibit A**

permitted at all reasonable times and within five (5) years after the final termination of a member's membership to examine members' books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify the contribution which is payable under the terms hereof.

i. Risk sharing by the Trust under the terms of this Agreement shall with respect to any member, expire and be cancelled automatically for nonpayment of contributions, and a member may be expelled from the Trust upon thirty (30) days' written notice by mail by the Trustees or their designee to the member specifying the date that cancellation shall be effective unless an extension is granted by the Trustees.

11. The Trust shall operate on a fiscal year from 12:01 a.m. August 1st (and each August 1st thereafter) to midnight of the last day of July 31st of the succeeding year (the "Trust Year"). Application for membership, when approved in writing by the Trustees or their designee shall constitute a continuing contract for each succeeding Trust Year unless cancelled by the Trustees.

12. The members of this Intergovernmental Agreement hereby appoint the Board of Directors of the South Carolina Association of Counties agents to make any amendments to this agreement which would not fundamentally alter the contemplated arrangement. Written notice of amendments finally adopted shall be mailed to each member not more than thirty (30) days after adoption.

13. Any member who formally applies for membership in the Trust and is accepted by the Trustees shall thereupon become a party to this Agreement and be

## **Exhibit A**

bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of this Agreement on the part of any member, or withdrawal from membership, shall be permitted only at the end of the coverage year with at least ninety (90) days' prior written notice as set forth in the By-Laws of the Trust.

14. This Trust has been established with the bona fide intention that it shall be continued in operation indefinitely and that the contributions to the Trust shall continue for an indefinite period. However, the Board of Directors of the South Carolina Association of Counties reserve the right at any time to terminate the Trust by a two-thirds (2/3) vote by the Board of Directors of the South Carolina Association of Counties. Such written termination notice shall be delivered to each member no less than 120 days prior to the effective date of termination. In the event of such termination, member contributions shall cease as of the date of termination and the assets then remaining in the Trust shall continue to be used and applied, to the extent available, for the

- a. payment of claims arising prior to such termination.
- b. payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the Trust shall revert pro rata, based on cumulative loss ratios, translated into trust dollar balances, to the members covered as of the day of termination. In no event shall any such assets be returned or

**Exhibit A**

distributed to any individual. Upon such termination, the Trustees shall continue to serve for such period and to the extent necessary to effectuate termination of the Trust.

## Exhibit A

IN WITNESS WHEREOF, the member listed below acknowledges its membership in the Trust and acceptance of obligations thereunder, by the due execution hereof, following approval, by the governing body or other duly authorized agent.

Further, the members of the South Carolina Counties' Property and Liability Trust have caused these presents to be signed by its duly authorized Chairman of the Board of Trustees and have had this Agreement attested by the Secretary-Treasurer.

### SOUTH CAROLINA COUNTIES' PROPERTY AND LIABILITY TRUST

BY: \_\_\_\_\_  
Chairman, Board of Trustees

BY: \_\_\_\_\_  
Rusty Burns, Administrator **Anderson County**

DATE: December \_\_\_\_, 2023





# Recreation Fund Appropriations Form

Anderson County Council Clerk P. O. Box 8002 Anderson, SC 29622

Email: [laacroegaert@andersoncountysc.org](mailto:laacroegaert@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: ALL

**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

Mail/Email/Fax to:

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

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

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

For the last 6 years, the T. Ed Garrison arena has hosted teams from around the Nation attempting to qualify to represent the USA in international competitions including the World Championships. This annual event has grown to be the largest such event in North America for several years in a row. This year's event is recognized as the North American Championships and the number of competitors has doubled from last year's event to become one of the largest such events in the world. We currently expect approximately 500 athletes from the USA and around the world to attend the 3-day event being held February 2-4, 2024.

The 2023 event hosted teams from the UK and even Australia and was one of the biggest competitions in the world for all of 2023. International interest in the event grew quickly following the success of the event and we immediately started getting requests for information from multiple international teams who wanted to travel to Anderson to compete

in 2024. We have multiple full teams of competitors coming from the UK, Australia and Canada this year as well as individual competitors traveling to compete from nations such as Chile, Argentina, Poland, Mexico. In addition, officials from various international organizations including the head official for the world governing body for this sport are all traveling to attend this event to see it for themselves. In the history of this sport only a handful of events have ever been the size of our 2024 event and those few were all World Championship events being held in Europe.

The event itself will be held over 3 days to be able to handle all the competitors. This year we have had to add an additional fighting arena to be able to double the number of competitions that could take place at the same time in order to get things completed in under 12 hours each day.

- Friday February 2<sup>nd</sup> will comprise men and women competing in 1 vs 1 matches in multiple different weapons forms and competition formats. At this time, we have over 100 fighters registered in these singles competitions.
- Saturday Feb 3<sup>rd</sup>, will consist of team competitions starting with 5 vs 5 where the last team standing wins each round. At this time, we have 35 men's teams and 10 women's teams registered to compete in this category. We will have the fighters complete all of their qualifying rounds on Saturday to decide which teams will compete for 1<sup>st</sup>-3<sup>rd</sup> places on Sunday, Feb 4<sup>th</sup>
- Sunday Feb 4<sup>th</sup> will start with the finals rounds of the 5 vs 5 competitions from Saturday followed by the larger 12 vs 12 competitions to finish off the day.

For the combined 3 days of competition, we should have approximately 500 fighters traveling to Anderson, SC plus an additional 100-150 staff, trainers and family. Most will be traveling to the area on Thursday and staying through Monday morning with some of the international travelers coming in even sooner and staying longer afterwards to visit parts of the USA before returning home. We thank you for taking the time to look over this proposal and I would be happy to answer any questions that you may have about the event.

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

Yes, See attached from the SC Sec of State Office.

5. Contact Person:       Trey Sutter  
Mailing Address:       136 McGaha Rd., Easley, SC 28640

Phone Number: 864-787-3589  
Email: TreySutter@gmail.com

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

The Palmetto Knights, in addition to its own funds, has additional funds coming in to help cover the cost of the arena as well as the many other costs associated (food, drinks, first aid staff, covid precautions, etc.) with the event from both a fee charged to each competitor as well as advance and “at the door” ticket sales as the event is open to the public all 3 days and in the past we have had several hundred fans in the stands.

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.



Howard E. Sutter III

Dec 5, 2023

Signature

Print Name

Date

PO Box 8002, Anderson, South Carolina 29622-8002 | 864.260.1039 | [www.andersoncountysc.org](http://www.andersoncountysc.org)



## RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1, 3, 4, 5, 6, 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

**Ray Graham**  
Council District 3

**Jimmy Davis**  
Council District 6

**Cindy Wilson**  
Council District 7

**Renee Watts**  
Clerk to Council

**Rusty Burns**  
County Administrator

1. Name of entity requesting recreation fund appropriation:  
Anderson Area Touchdown Club
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):  
Our Club serves citizens from 6 of the 7 Council Districts. We are requesting \$6,000 total from Anderson County Council to help fund our program in the 2024 season.
3. The purpose for which the funds are being requested:  
To recognize and award male and female High School athletes from Anderson County
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.  
Yes. Please see attached.
5. Contact Person: Chris Sullivan  
Mailing Address: 329 Avenue of Oaks, Anderson, SC 29621  
Phone Number: 864-356-2007  
Email: cnsullivan@me.com
6. Statement as to whether the entity will be providing matching funds:  
Our Club is blessed with supportive local businesses and we plan to match these funds

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

  
Signature

Chris N. Sullivan  
Print Name

12/1/2023  
Date

12/1/2023

Dear Anderson County Council Members,

My name is Chris Sullivan and I am the President for the Anderson Area Touchdown Club. We are applying for County funds to assist us in maintaining operations of our Club going forward.

Our Touchdown Club has been in operation since 1980. Our purpose is to recognize Player of the Week and Players of the Year from our 8 County Highschools. We are now one of the most attended and most recognized Touchdown Clubs in South Carolina.

Recently our Club has made changes to recognize more than just Football players. Each year we now try to identify all areas of the High School experience and spend time each meeting showcasing these student athletes.

In our 2023 programs we recognized our Football players, all Homecoming Queens, 2 State Championship winning Bands (Pendleton and TL Hanna) and State Championship winners in all other sports from the 2021-2022 school year for all Anderson High Schools. We also recognize 1 FCA winner from each school.

Our club survives off of Corporate Sponsorships. During the Covid years our Club struggled, but survived, We are now in a huge growth phase averaging over 110 people in attendance for each of our 12 meetings at the AIT Campus each Friday during he Fall.

We do not charge a meal charge for any of our Award winners each week. We also allow for a Coach and a parent to attend free of charge. At current meal charges we cover thousands of dollars in meal expenses each year. The cost to promote our club along with feeding and award costs reaches near \$30,000 per year!

We are blessed to have supportive local businesses but we start each year not knowing if they will continue their support. We are trying to rebuild our funding from the Covid period that kept us limited to attendance numbers of only 20 people some weeks.

I would love to further discuss our Clubs contribution to all of Anderson County. My cell is 864-3567-2007 and I would love to talk or text with any of you on questions you may have.

Thank you!



Chris Sullivan - Club President  
329 Avenue of Oaks, Anderson SC 29621

South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

Anderson Area Touchdown Club

Corporate Information

Entity Id: 00161877

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 06/26/1987

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: James Dixon Smith

Address: 1109 White Oak Drive  
Anderson, South Carolina 29621

Official Documents On File

Filing Type	Filing Date
Notice of Change of Registered Office or Registered Agent or Both of a Nonprofit Corporation	04/16/2019
Conversion of a Corporation to a Nonprofit Corporation	04/16/2019
Incorporation	06/26/1987

Former Names

Name	Filing Date
ANDERSON AREA TOUCHDOWN CLUB, INC.	N/A

Chad Smith 12/1/23



**Anderson County Building & Codes**  
**Monthly Activity Report**  
**Nov-23**

<b>Total Number Permit Transactions:</b>	<b>864</b>	
<i>New Single Family:</i>	<i>61</i>	
<i>New Multi-Family:</i>	<i>5</i>	
<i>Residential Additions/Upgrades:</i>	<i>18</i>	
<i>Garages/Barns/Storage:</i>	<i>26</i>	
<i>New Manufactured Homes:</i>	<i>26</i>	
<i>New Commercial:</i>	<i>6</i>	
<i>Commercial Upfits/Upgrades:</i>	<i>4</i>	
<i>Courtesy Permits/Fees Waived:</i>	<i>2</i>	<i>(See Attached)</i>

**Inspection Activity:**

<i>Citizens Inquiries:</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>864</i>	
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<i>3</i>	
<i>Manufactured Home Inspections:</i>	<i>64</i>	
<b>Total Number of Inspections (Site Visits) for Department:</b>	<b>931</b>	

**Reviews/Misc. Activity:**

<i>Plans Reviewed:</i>	<i>82</i>	<i>(Includes preliminary consultations, resubmittals and solar)</i>
<i>Mech/Elec/Plumb Reviews:</i>	<i>38</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:**

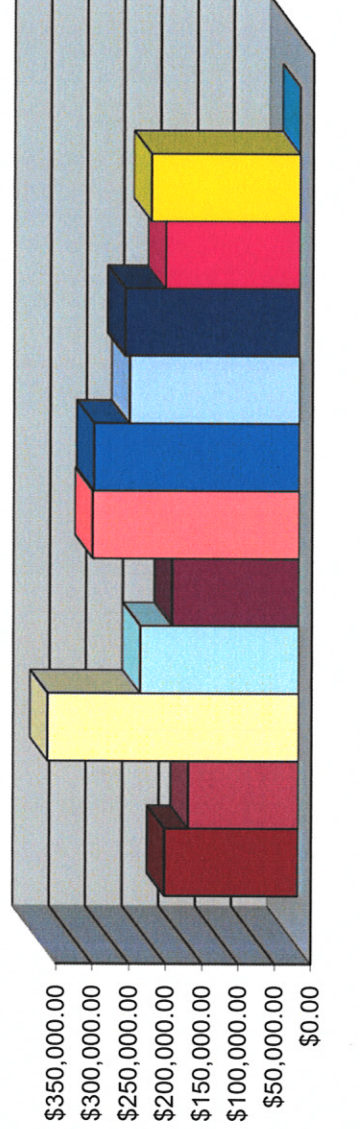
<i>Reinspection Fees Collected:</i>	<i>\$150.00</i>	
<i>Plan Review Revenue:</i>	<i>\$21,812.10</i>	
<b>Total Revenue For The Month:</b>	<b>\$204,266.90</b>	



## 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	\$108,673.80	\$29,028.50	\$13,604.00	\$18,932.00	\$6,589.00	\$1,200.00	\$675.00	\$5,945.90	\$184,648.20
November	\$124,073.80	\$22,434.00	\$11,625.00	\$16,053.00	\$7,069.00	\$375.00	\$675.00	\$21,962.10	\$204,266.90
December									\$0.00
<b>Total</b>	<b>\$1,423,890.00</b>	<b>\$314,970.00</b>	<b>\$158,779.00</b>	<b>\$213,770.50</b>	<b>\$57,599.00</b>	<b>\$8,925.00</b>	<b>\$8,400.00</b>	<b>\$313,156.20</b>	<b>\$2,499,489.70</b>

**Permit Revenue**

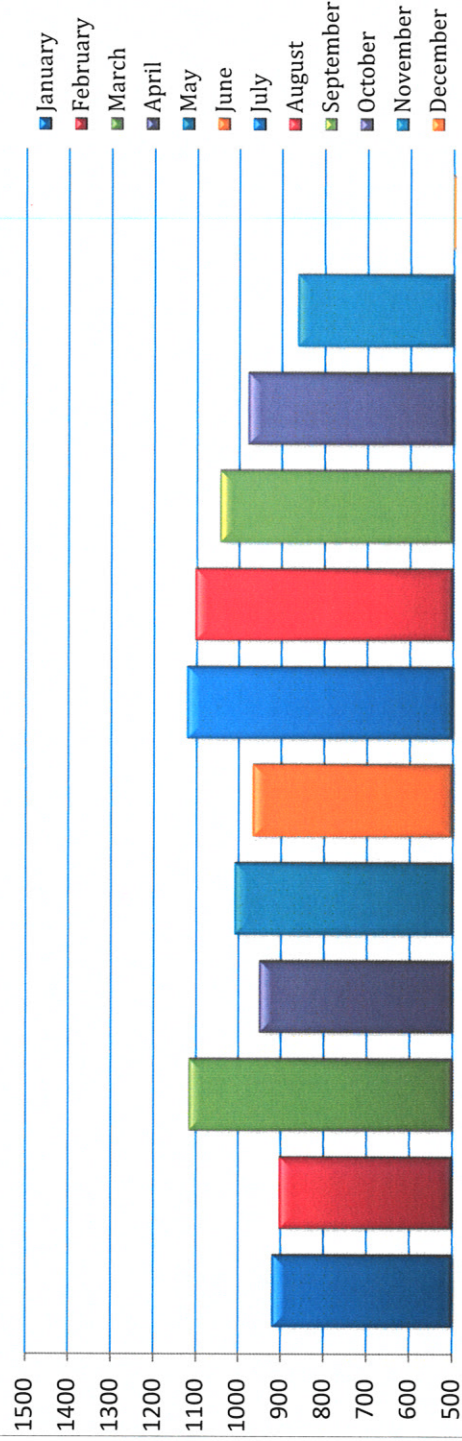




## Anderson County Building & Codes Permits Issued for 2023

<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	241	286	143	165	85	16	9	35	980
November	199	240	126	142	112	7	9	29	864
December									0
<b>Total</b>	<b>2772</b>	<b>3140</b>	<b>1692</b>	<b>1787</b>	<b>908</b>	<b>164</b>	<b>117</b>	<b>414</b>	<b>10994</b>

**Permits Issued**



**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:

**Nov-23**

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

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

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

PLEASE RETURN THE WEEK OF:

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

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-Family houses, <b>detached</b> <i>Exclude mobile homes</i>		101	61	61	\$20,212,233			
Single-family houses, <b>attached</b> - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters		102	4		\$614,400			
Two-family buildings		103	1	2	\$111,550			
Three-and four-family buildings		104						
Five-or-more family buildings		105						
<b>TOTAL: Sum of 101-105</b>		109	66	63	\$20,938,183	0	0	\$0.00
Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>		213						
Other non-housekeeping shelter		214						
Section 3	NEW NONRESIDENTIAL BUILDINGS	Item	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
			(b)	(c)	(d)	(e)	(f)	(g)
Amusement, social, and recreational		318						
Churches and other religious		319	1		\$10,010,000			
Industrial		320						
Parking garages (buildings & open decked)		321						
Service stations and repair garages		322						
Hospitals and institutional		323						
Offices, banks, and professional		324						
Public works and utilities		325						
Schools and other educational		326						
Stores and customer services		327	5		\$1,334,880			
Other nonresidential buildings		328	17		\$689,215			
Structures other than buildings		329	6		\$662,937			
Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Residential - <i>Classify additions of garages and carports in Item 438</i>		434	18		\$987,360			
Nonresidential and non-housekeeping		437	4		\$1,793,000			
Additions of residential garages and carports (attached and detached)		438	9		\$310,600			
Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)		(e)	(f)	
Single-family houses (attached and detached)		645	2					
Two-family buildings		646						
Three-and four-family buildings		647						
Five-or-more family buildings		648						
All other buildings, structures or mobile homes		649	4					



PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
MOD 702	COURTESY PERMIT/NO CHARGE			
202303544	11/03/2023	5,000.00	ARROYO AMANDA NICOLE + DESTINY MICHELLE	DEMO MH 5881-001
202303614	11/08/2023	121,900.00	VENTURELLA ALLISON G	EBENEZER VFS SUNSTATION

TOTALS:

2

126,900.00

# All Project Report - November 30th 2023

Total	\$2,270,842.04
FY 18-19 Budget	\$1,500,000.00
Transfer In	\$770,842.04

Prepared by: Amy Merrill  
Date: 12-05-23

Certified by: Neil Carney

Date: 12-6-23

Committed	\$2,213,998.59
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AVAILABLE	\$56,843.45
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Projects/Towns-Cities/Other					
Approved Date	Project	Scope	Appropriated Amount	Total Spent to Date	Completion Date
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00	\$1,600.00	04/30/19
08/07/18	Town of Honea Path	Paving	\$48,000.00	\$18,345.05	
08/07/18	Town of Pelzer	Paving	\$17,000.00	\$6,625.69	
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	\$2,666,479.97	

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 November 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; **Paye** = Resurface with Asphalt; **CS** = Crack Seal

Approval Date	Project	Projects/Towns-Cities/Other			Completion Date
		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	

		District 1 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies now in account 000					
Totals:			\$0.00	\$0.00	

Ann Merrill

December 5, 2023

Now

12/6/23

# District 2 Paving Report

Through November 30th, 2023

FY 18-19 Budget includes Carryforward from FY 17-18 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

[illegible]

		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 November 30th, 2023

Prepared By: Amy Merritt	Roads & Bridges
<u>Amy Merritt</u>	
December 5, 2023	
Date	
Certified by: Neil Carney	Neil Carney
<u>Neil Carney</u>	
Date	
12/6/23	

## District 3 Paving Report

Through November 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

[illegible]

		<b>District 3 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					
6/4/2019	Ebenezer Fire Dept	Paving	\$11,300.00	\$11,300.00	12/4/2019
6/4/2019	Star 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 November 30th, 2023

Prepared By: Amy Merritt

## Roads and Bridges

*Amy Merrill*

December 5, 2023

**Certified By: Neil Carney**

Neil Carney

Moore

Date \_\_\_\_\_



# District 4 Paving Report

Through November 30th, 2023

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$12,455.00
Committed	\$12,455.00
<b>AVAILABLE</b>	<b>\$11,596.16</b>

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

[illegible]

		District 4 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 November 30th, 2023

Prepared By: Amy Merritt

**Roads & Bridges**  
**Date**

**Certified By: Neil Carney**

Neil Carney  
Date

12/6/23

*Amy Merrill*  
*December 5, 2023*

# District 5 Paving Report

Through November 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		
Totals:			\$0.00	\$0.00	

		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 November 30th, 2023

Prepared By: Amy Merritt  
Roads and Bridges  
Date

Amy Merritt  
December 5, 2023

Certified By: Neil Carney  
Neil Carney  
Date

Neil Carney  
12/6/23

# District 6 Paving Report

Through November 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/Township/Cities/Other		Total Project Spent To-Date	Completion Date
		Scope	Appropriated Amount		
Totals			\$0.00	\$0.00	

		District 6 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of November 30th, 2023.

Prepared By: Amy Merritt

Roads and Bridges  
Date

*Amy Merrill*  
*December 5, 2023*

**Certified By: Neil Carney**

Neil Carney  
Date

12	6	23
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# District 7 Paving Report

Through November 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 November 30th, 2023

Prepared By: Amy Merritt

Roads and Bridges

Date

Amy Merritt  
December 5, 2023

Neil Carney

Date

Neil Carney  
12-6-23

December 13, 2023

DISTRICT 1 - SPECIAL PROJECTS  
560301 528600  
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 Seawall 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)	(6,156.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
11/07/23	11/15/23	22198	Anderson Area YMCA (Reindeer Run)	(3,000.00)
11/07/23	11/15/23	22031	Anderson Free Clinic (Festival of Trees)	(1,500.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(1,000.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(500.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(200.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(1,000.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(500.00)

Ending Balance 29,707.23

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

<u>Rita Davis</u>	Renee Watts, Clerk to Council	DATE: _____
	Rita Davis, CFO	DATE: December 13, 2023

December 13, 2023

DISTRICT 2 - SPECIAL PROJECTS  
560302 528600  
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	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(1,500.00)
10/17/23	10/25/23	21483	Broadway Fire (Roof Repairs)	(5,000.00)
11/07/23	11/15/23	22198	Anderson Area YMCA (Reindeer Run)	(1,000.00)
11/07/23	11/15/23	22031	Anderson Free Clinic (Festival of Trees)	(2,500.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(1,000.00)
11/07/23	11/15/23	22111	Just Jeanie Media Foundation (Educational Programs)	(1,000.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(500.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(1,000.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(1,000.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(500.00)

Ending Balance 40,486.02

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: _____
<u>Rita Davis</u>	Rita Davis, CFO	DATE: December 13, 2023

December 13, 2023

DISTRICT 3 - SPECIAL PROJECTS  
560303 528600  
FY Ended June 30, 2024

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	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	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(500.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(250.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(250.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(500.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(300.00)

Ending Balance 31,218.89

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

<u>Rita Davis</u>	Renee Watts, Clerk to Council	DATE: _____
	Rita Davis, CFO	DATE: December 13, 2023

December 13, 2023

DISTRICT 4 - SPECIAL PROJECTS

560304 528600

FY Ended June 30, 2024

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	35,045.32
07/18/23	07/28/23	6209	American Red Cross	(1,000.00)
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	20183	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	09/27/23	20591	Anderson School Dist. 4 (Mt Lebanon Elementary Living to serve plan)	(2,500.00)
09/19/23	09/24/23	JE 24000559 AA	Anderson Co PRT (Hurricane Springs Park Peak Tower Design)	(5,000.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21116	Just Jeanie Media Foundation (Educational Purposes)	(200.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(1,200.00)
11/07/23	11/15/23	22198	Anderson Area YMCA (Reindeer Run)	(1,000.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(2,500.00)
11/07/23	11/15/23	22160	SC Upstate Equine Council (Spring Fling Open Horse Show)	(1,000.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(500.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(200.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(1,000.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(300.00)

Ending Balance 46,995.32

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:

Rita Davis

Rita Davis, CFO

DATE: December 13, 2023



December 13, 2023

DISTRICT 5 - SPECIAL PROJECTS  
560305 528600  
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 Seawall Golf Tournament)	(1,000.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(1,000.00)
11/07/23	11/15/23	22198	Anderson Area YMCA (Reindeer Run)	(1,000.00)
11/07/23	11/15/23	2201	Anderson Free Clinic (Festival of Trees)	(2,000.00)
11/07/23	11/15/23	22074	David's Global Community Development (Thanks Give A Way for Autism)	(1,000.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(2,500.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(1,500.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(200.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary0	(1,000.00)
12/05/23	12/13/23	22761	Hojaz Shrine Circus (Special Needs Children & Families)	(300.00)

Ending Balance 61,040.33

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

<u>Rita Davis</u>	Renee Watts, Clerk to Council	DATE: _____
	Rita Davis, CFO	DATE: December 13, 2023

December 13, 2023

DISTRICT 6 - SPECIAL PROJECTS

560306 528600

FY Ended June 30, 2024

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	26,994.45
08/01/23	08/10/23	19377	Powdersville League of Athletic Youth (PLAY) for Field Maintenance	(5,000.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	1987	CESA Tri County	(3,500.00)
08/15/23	08/30/23	19446	Piedmont Emergency Relief Center (Basic Assistance)	(2,500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(5,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(1,000.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(500.00)
09/19/23	09/24/23	JE 24000559 AA	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	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(300.00)
10/17/23	10/25/23	21578	Piedmont Public Service District ( Christmas lights for Town of Piedmont)	(1,200.00)
11/07/23	11/15/23	22031	Anderson Free Clinic (Festival of Trees)	(350.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(350.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(250.00)
11/21/23	11/29/23	22402	Connect Powdersville	(7,500.00)

Ending Balance

32,544.45

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:

Rita Davis

Rita Davis, CFO

DATE: December 13, 2023

December 13, 2023

DISTRICT 7 - SPECIAL PROJECTS

560307 528600

FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	0.00
07/18/23	07/28/23	6224	Anderson Jets Track	(500.00)
07/18/23	07/28/23	6542	Watkins Community Center	(1,500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19872	Cheddar Youth Center	(3,500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(500.00)
08/15/23	08/30/23	19973	Town of Honea Path	(5,000.00)
08/15/23	08/30/23	19974	Town of Pelzer	(5,000.00)
08/15/23	08/30/23	19975	Town of West Pelzer	(5,000.00)
08/15/23	08/30/23	19976	Town of Williamston	(5,000.00)
09/05/23	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	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/03/23	10/11/23	21050	Palmetto Fishing Team (Canopy for tournament weigh-ins)	(1,271.96)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(200.00)
10/17/23	10/25/23	21490	Caroline Community Center	(5,000.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(200.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(200.00)

Ending Balance

4,628.04

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:

Rita Davis

Rita Davis, CFO

DATE: December 13, 2023