



AGENDA
Special Presentation Meeting
Tuesday, February 6, 2024, at 6:00 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATIONS:

- a. 2024-006:** A Resolution to honor and recognize Joe Frank Pinson's lifetime of extraordinary service to the community; and other matters related thereto.

Hon. Cindy Wilson

- b. 2024-007:** A Resolution honoring Pamela Christopher for her appointment as Chairman of the South Carolina Department of Transportation Commission.

All Council

- c. PROCLAMATION:** A Proclamation designating February 2024 as Black History Month in Anderson County.

All Council

3. PRESENTATION MILKY WAY FARM

Ms. Iris Barham

4. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, February 6, 2024, at 6:30 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Jimmy Davis

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



3. APPROVAL OF MINUTES

December 19, 2023, January 2, 2024
minutes not received January 16, 2024

4. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

5. SOIL & WATER CONSERVATION UPDATE

Jay Copeland (allotted 10 minutes)

6. ORDINANCE THIRD READING: NONE

7. ORDINANCE SECOND READING:

- a. 2024-003:** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone 1.5 +/- acres from Residential Agricultural to Rural Commercial District on a parcel of land, identified as address in the Three and Twenty Precinct shown in Deed Reference 12274 33. The parcel further identified as TMS #165-00-07-008. [District 4] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Ms. Alecia Hunter (allotted 5 minutes)

- b. 2024-006:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement and special source credit agreement by and between Anderson County, South Carolina and a company or companies known to the county at this time as Project Turkey, with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, and whereby project/company will be provided certain credits in related qualified infrastructure; and providing for related matters. [Project Turkey]

Mr. Burriss Nelson (allotted 5 minutes)

- c. 2024-007:** 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 Project Turkey; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- d. 2024-008:** An Ordinance to amend Section 24-335 of the Anderson County, South Carolina, Code of Ordinances to add an additional subsection concerning the effect of an appeal of a Planning Commission decision on a subsequent preliminary plat submission; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

8. ORDINANCE FIRST READING:

- a. 2024-002:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville counties so as to enlarge the park. (Project Colorful)

Mr. Burriss Nelson (allotted 5 minutes)

- b. 2024-009:** 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.

Mr. Burriss Nelson (allotted 5 minutes)

- c. 2024-010:** An Ordinance to amend section 28-48 of the Code of Ordinances, Anderson County, South Carolina, to provide for two at-large members to the Anderson County Library Board of Trustees; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)



9. RESOLUTIONS: NONE

10. ACATS POLICY COMMITTEE APPOINTMENT

Mr. Tommy Dunn

11. VEHICLE DONATION:

- a. Trailer-Town of Williamston

Mr. Rusty Burns

12. CONSIDERATION OF CONSTRUCTION MANAGER AT-RISK (CMAR) AS THE PROJECT DELIVERY METHOD FOR CONSTRUCTION OF NEW DETENTION FACILITY

Mr. Rusty Burns

13. CHANGE ORDERS/BID APPROVALS:

- a. Bid #24-018 Boiler for ASEC

Mr. Rusty Burns

14. EXECUTIVE SESSION:

- a. Receipt of legal advice regarding an application for assessment of real property as agricultural property (TMS No. 106-00-06-004).
b. Action following executive session.

15. REQUEST BY COUNCIL:

- a. Junior League of Anderson County-All Districts
b. Anderson County Parks Department Dolly Cooper Disc Golf Course-District 6
c. Piedmont Community Alliance-All Districts

16. ADMINISTRATOR'S REPORT:

17. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

18. REMARKS FROM COUNCIL

19. ADJOURNMENT

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

RESOLUTION 2024-006

A RESOLUTION TO HONOR AND RECOGNIZE JOE FRANK PINSON'S LIFETIME OF EXTRAORDINARY SERVICE TO THE COMMUNITY; AND OTHER MATTERS RELATED THERETO.

Whereas Joe Frank Pinson, born in 1931 to Clincie Wyatt and Cora Medlock Pinson and raised on a farm in the High Point community, graduated from Honea Path High School in 1949 and was married to Betty Brown Pinson, of Hartwell, Georgia, from 1953 until her death in 2008; and

Whereas Mr. Pinson, a lifelong farmer, and resident of Honea Path whose roots in the community go back centuries, is widely known as a family man, a born farmer, a local historian, and a consummate community citizen and servant who has played a pivotal role in shaping the history of Anderson County's fire services, water systems, and farming community; and

Whereas Mr. Pinson, as a charter member of the Anderson County Fire Commission, helped oversee the fire service's development from a single station in 1962 to a system of twenty-seven fully staffed volunteer stations that remains one of the best in the nation; and

Whereas Mr. Pinson was appointed in 1975 to the Belton-Honea Path Water Authority, working to bring the area clean, affordable drinking water until his retirement as the longest-serving board member in 2008; and

Whereas Mr. Pinson has served on the board of the Anderson County Farm Bureau for nearly fifty years, is a past president of the board, is a recipient of the South Carolina Farm Bureau Distinguished Service Award, and his expertise in cattle farming, in particular, has helped farmers for decades throughout the area;

Now, therefore, be it resolved this sixth day of February 2024, in a meeting duly assembled, that the Anderson County Council hereby expresses, on behalf of the community, profound gratitude to Mr. Pinson for his extraordinary lifetime of service.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

John B. Wright, Jr.
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice-Chairman
District Four

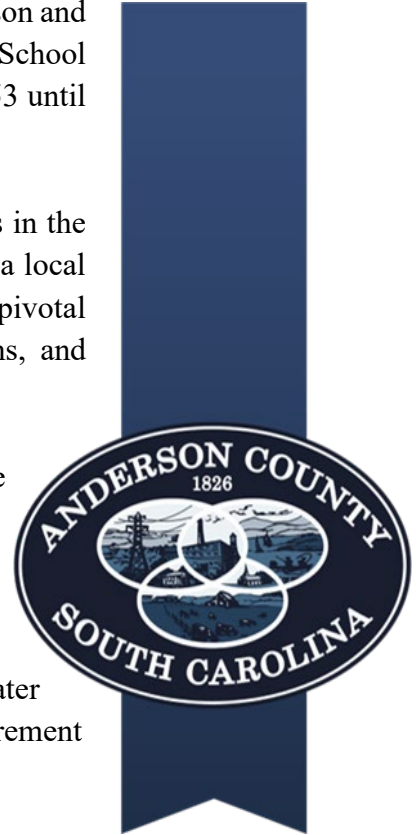
Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council





RESOLUTION 2024-007

A RESOLUTION HONORING PAMELA CHRISTOPHER FOR HER APPOINTMENT AS CHAIRMAN OF THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION COMMISSION.

WHEREAS Pamela L. Christopher, known to us as “Pam”, has served as President and CEO of the Anderson Area Chamber of Commerce since 2014, and

WHEREAS, during her time in Anderson, Pam has provided a breath of fresh air to our community, offering optimism and vibrancy as she goes about her duties overseeing the day-to-day operations of the Chamber, which serves more than 870 business members through promotion, advocacy, connection, and education, and

WHEREAS, Pam excels in her career because she understands that business development is a community endeavor—one that requires building relationships across the public, private, and nonprofit sectors in order to foster positive growth, facilitate positive movement, and strengthen our county’s economic vitality, and

WHEREAS, Pam’s holistic approach to business development through community involvement played a key role in her appointment as the Third Congressional District representative to the SCDOT Commission in 2020, and

WHEREAS, due in large part to her talent for working with others and thoughtful approach to matters brought before the Commission, Pam was named the Commission’s Chairman at its meeting on January 18, 2024, and

WHEREAS, in addition to her many personal and professional accolades, Pam will forever be known as the first woman to serve as the Chair of the SCDOT Commission.

NOW, THEREFORE, BE IT RESOLVED that the Anderson County Council hereby congratulates Pam Christopher on her appointment as Chairperson of the SCDOT Commission and expresses its gratitude for the numerous things she has done and continues to do to make Anderson County a place of opportunity where hard work and honest endeavor are appreciated and rewarded.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

John B. Wright, Jr.
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice-Chairman
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council



A PROCLAMATION DESIGNATING FEBRUARY 2024 AS BLACK HISTORY MONTH IN ANDERSON COUNTY

WHEREAS, During Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and,

WHEREAS, Black History Month grew out of the establishment of Negro History Week by Carter G. Woodson and the Association for the Study of African American Life and History; and,

WHEREAS, we celebrate this year's Black History Month theme of "African Americans and the Arts," shining a light on visual and performing arts, literature, fashion, folklore, language, film, music, architecture, culinary and other forms of cultural expression in which African American influence has been paramount; and

WHEREAS, Black History Month provides an opportunity for all Americans to reflect on the rich history and achievements of people of African descent; and

WHEREAS, the Anderson County Council sets aside this special time to acknowledge African Americans in Anderson County past and present;

NOW, THEREFORE, the Anderson County Council does hereby proclaim the month of February 2024 as **BLACK HISTORY MONTH** and encourages all citizens to create a world that is more just, peaceful, and prosperous for all.

PROCLAIMED this 6th day of February 2024.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

John B. Wright, Jr.
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice Chairman

Jimmy Davis

M. Cindy Wilson

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
DECEMBER 19, 2023

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: At this time I'd
2 like to call the regular Anderson County Council meeting of
3 December 19th. It's our last regular Council meeting of the
4 year. I know everybody hates to hear that. We're going to
5 get started. I want to welcome every one of y'all here this
6 afternoon. Thank y'all for coming out.

7 We're going to start off with our invocation and pledge of
8 allegiance by Councilman Glenn Davis. If we'll all rise,
9 please.

10 GLENN DAVIS: Let us pray.

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

12 TOMMY DUNN: At this time
13 we'll move on to item number 3, approval of minutes. I don't
14 believe we've got none for the December 5th meeting.

15 So we'll move on to Resolution 4(a), Resolutions/
16 Proclamations. Resolution, Councilman John Wright.
17 Councilman Wright.

18 JOHN WRIGHT: Thank you, Mr.
19 Chairman. It is my privilege to present here Resolution 2023-
20 057. And that is a resolution to honor and recognize Charles
21 C. Vaughan's lifetime of service to his community, state, and
22 nation upon the occasion of his 100th birthday; and other
23 matters related thereto.

24 Whereas Mr. Charles C. Vaughan was born on December 10,
25 1923, in Jonesville, South Carolina, later moving to Anderson
26 County in 1965 with his wife, the late Evelyn Lancaster
27 Vaughan, to whom he was married for 70 years from their
28 marriage on January 31, 1953 until her death on June 7, 2023;
29 and

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

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

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

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

1 Mr. Chairman, it's my honor to put that in the form of a
2 motion.

3 CINDY WILSON:

Second.

4 TOMMY DUNN:

We have a motion

5 by Councilman Wright and second by Ms. Wilson. Any
6 discussion?

7 JOHN WRIGHT:

Mr. Chairman?

8 TOMMY DUNN:

Councilman

9 Wright.

10 JOHN WRIGHT:

If I could, I

11 think it's just people like Mr. Vaughan that epitomize why we
12 refer to this generation as the greatest generation. We talk
13 about the sacrifices of serving in the military, a marriage of
14 70 years to his bride, really is something special and
15 something you don't see a lot of nowadays.

16 So thank you, Mr. Vaughan. I appreciate everything that
17 you've done. And Happy Birthday.

18 TOMMY DUNN:

Anyone else? I

19 echo Councilman Wright's sentiments. You're a lifelong
20 servant and I appreciate him and what all he's done for his
21 family and wish him -- and this country -- we wish him a very
22 happy birthday.

23 Councilman Wright, did you ---

24 JOHN WRIGHT:

Made a motion,

25 yes, sir.

26 TOMMY DUNN:

All in favor of

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

29 Have you got a ---

30 JOHN WRIGHT:

Before I do, we

31 have Mr. Vaughan's son-in-law Howard Murphy here. But before
32 we do that, we also have Ms. Addie Patterson here from
33 Congressman Jeff Duncan's office, and she is going to present
34 a Congressional record here, as well, so we'll turn it over to
35 her. And then we'll invite Mr. Murphy down to present him
36 with the Resolution.

37 ADDIE PATTERSON:

Thank you,

38 Council. These remarks were entered into the Congressional
39 Record by Congressman Jeff Duncan.

40 Mr. Speaker, I rise today to recognize the community and
41 military service of Lieutenant Colonel Charles Vaughan. He
42 celebrated his 100th birthday on December 10, 2023.

43 Lieutenant Colonel Vaughan began his collegiate career in 1941
44 at Clemson College, which is now Clemson University, before
45 leaving school to serve in World War II as a combat engineer
46 in the U.S. Army.

47 After his discharge in 1948, Lieutenant Colonel Vaughan
48 returned to Clemson University and completed a degree in
49 Agricultural Engineering.

50 Next, Lieutenant Colonel Vaughan earned a commission as

1 Second Lieutenant in the U.S. Air Force Reserves. In January
2 of 1953, Vaughan married Evelyn Lancaster Vaughan who passed
3 away earlier this year. He then left to defend our country in
4 the Korean War. He would later retire from the U.S. Air Force
5 Reserve after 28 years of faithful service, and began a new
6 career with the South Carolina Soil Conservation Service where
7 he worked for 28 years before retiring in 1983.

8 Lieutenant Colonel Vaughan is the loving father to three
9 children, with seven grandchildren and one great grandchild.

10 Mr. Speaker, Charles Vaughan's life is one of devotion to
11 his country and local community. General Douglas MacArthur
12 once said, No man is entitled to the blessings of freedom
13 unless he be vigilant in its preservation.

14 After 100 years of life, Lieutenant Colonel Vaughan
15 continues to embody the vigilance that General MacArthur
16 described. I hope he will continue to inspire those around
17 him in years to come.

18 With that I yield.

19 Thank you, Council.

20 TOMMY DUNN:

Thank you.

21 Councilman Wright.

22 JOHN WRIGHT:

Thank you, Mr.

23 Chairman. If we could come down and we'll present him with
24 the Resolution. Thank you.

25 **PRESENTATION OF RESOLUTION**

26 **APPLAUSE**

27 TOMMY DUNN:

At this time

28 we'll move on to item number 5. It's time for citizens'
29 comments. This is item speaking on matters on the agenda only
30 this first go-around. As Mr. Harmon, our attorney, calls your
31 name, please step forward and state your name and district
32 just for the record. Please address the chair. You've got
33 three minutes. Please keep items on agenda items only this
34 first go-around. Mr. Harmon.

35 LEON HARMON:

Mr. Chairman, no

36 one is signed up to speak.

37 TOMMY DUNN:

Thank you, Mr.

38 Harmon.

39 We're going to move on to item number 6, cemetery
40 relocation for School District 1. Mr. Cox.

41 WEST COX:

Thank you, Mr.

42 Chairman. Thank you all for letting me be here. My name is
43 West Cox, for those of you that don't know me. I am here on
44 behalf of Anderson County School District 1. And we also have
45 Mr. Robbie Binnicker, the superintendent who is here today.

46 So the reason we're here today asking for permission to
47 relocate the Elrod family cemetery from its current location
48 own property purchased by the school district to a different
49 location on the same property. And so in doing that, we asked
50 that you consider the process we've made and the interactions

1 we've had with the family.

2 So the reason for doing this is the school district needed
3 to purchase property for a new elementary school to serve its
4 Powdersville schools. It currently has two and it needed a
5 third to serve those. And so in doing that it went through a
6 significant site selection process. And the site that it
7 ended up purchasing is the property that we're discussing
8 today.

9 They needed a site that was over 25 acres, had access to
10 two main roads, and would help alleviate some property -- or
11 some traffic off of 153 in the Powdersville area. So they
12 purchased this site recently, and then need to have this
13 cemetery moved in order to be able to build the school.

14 So the cemetery, just to kind of orient you a little bit,
15 sits almost in the middle of the 25 acres. And so they
16 originally looked at keeping it in that same spot and building
17 the school around it. However, because of the site plan of
18 the property that just really wouldn't work. And it would
19 limit the access to the cemetery from the family members.

20 So they started to meet with the family members. And we
21 really offered the family two different options, we said, we
22 can move it on the same site, if y'all are amenable to doing
23 that, or one of the local churches stepped up and offered
24 space in their cemetery, where some of the other family are
25 buried. And in meeting with the family, all of them wanted to
26 try and keep it on the same site. And so that's what we're
27 asking today.

28 So this process to move a cemetery requires county council
29 approval. And so, you know, as long as necessary and able to
30 do so. So the school district did a couple of things. They
31 hired New South Associates out of Georgia, but they have
32 offices here in South Carolina, that was recommended to them
33 by Clemson University, to sort of oversee and handle the
34 actual surveying and removal process.

35 They began to meet with the family members, and so one of
36 the first steps that has to be done is the New South conducted
37 a cemetery survey. We're talking about, there's 22 possible
38 grave sites there in an area about 20 by 30 feet. It's in the
39 middle of the woods, in the middle of the property. And so
40 the desired relocation is to the side of the property on one
41 of the main roads, which will allow for access. And the
42 school district is working with the family to set up that
43 cemetery relocation, you know, the way the cemetery is going
44 to look, how access is going to be governed, that sort of
45 thing.

46 But back to the actual cemetery. It was active in the
47 1870s and 1880s. It's all members of the Elrod family, which
48 are still prevalent in the Powdersville area. There's a fence
49 on site. Some gravestones are still there. Some have been
50 moved, but essentially, New South Associates conducted a

1 cemetery survey in September. And then there have been at
2 least two meetings with the district and family members. I do
3 want to kind of say a thank you publicly to Sid and Elaine
4 Wilson who live across from the cemetery; they're some of the
5 descendants of the family and have really helped organize and
6 help the district with the family.

7 In those two meetings, the discussion was had with the
8 family members about relocating the cemetery on the same site
9 or moving it to the local church. And all the family members
10 said they wanted to have it moved on the same site and remain
11 on that property.

12 And so in your packet, you have a couple of things. One
13 is a letter that was signed by at least 38 members of the
14 family. And so we had a meeting with family members at
15 Concrete Primary School. Mr. Binnicker laid out the process,
16 laid out everything for them. And they all agreed that they
17 wanted to have the family moved on the same site, but also
18 that it was okay to be moved. And they also -- another thing
19 that I think is important to understand what's going to happen
20 going forward if we get approval here today and the family
21 appointed Mr. and Mrs. Wilson to help work with the school
22 district about making sure that the new cemetery is
23 aesthetically pleasing, that everything's done in the proper
24 manner. Like there's going to be some gravestones that will
25 need to be replaced. And working with them, the school
26 district, to be able to do that and to make sure everything's
27 properly marked and looks the way the family wants.

28 Also, the state statute requires public notice be provided
29 to any unknown heirs and family members and that was done in
30 the Williamston Journal and that was run 30 days prior to
31 today, which is required.

32 Before I get into the next steps, I also kind of want to
33 say before I forget, there's a proposed resolution later in
34 your packet that the chair will ask, you know, for comments
35 and questions on. Assuming that we get approval here today
36 from county council, the next steps are New South Associates
37 will put together a relocation plan where they will actually
38 begin marking those 22 grave sites and putting together the
39 plan of how they will move them. They will -- they have to
40 hire a local funeral director which will help supervise that
41 process. They will begin an archaeological investigation in
42 preparation for the recovery. Essentially, they will take the
43 current gravestones that are there, they will do some
44 archaeological digging, they will hold those gravestones so
45 that they can document them and put it back in the same order
46 that they are currently buried in so that the family -- so
47 that the individual small families are buried together in that
48 process. They will also work on getting information to
49 replace gravestones that are currently missing. For example,
50 the main patriarch there, his gravestone was removed, you

1 know, vandalized several years ago. And so they're going to
2 replace that for them. They'll mark the graves, they'll dig
3 down, hand digging and look for artifacts, look for skeletal
4 remains. And from every grave site, they'll excavate those by
5 hand, and then place them in their own casket and hold them
6 for removal. And then there will be a re-interment ceremony
7 once all that's done in the new location. And they'll file a
8 report of all of that.

9 Couple of other things I think is important to -- I keep
10 talking about the family, because I think it's important to
11 understand, they've been with the district through this
12 process the entire step of the way. Once the actual removal
13 and recovery begins, they will have access to be able to view
14 this to make sure it's done in a manner respectful for the
15 family. And then they'll be included in any sort of re-
16 interment ceremonies that are done in the future.

17 So again, we're just asking for approval of the relocation
18 of this family on the same site today. I'm happy to answer
19 any questions anybody may have.

20 CINDY WILSON:

May I?

21 TOMMY DUNN:

Any questions,

22 comments?

23 JIMMY DAVIS:

May I, Mr. Chair?

24 TOMMY DUNN:

I think Ms.

25 Wilson asked for it.

26 CINDY WILSON:

I just wanted to

27 make the comment that this is such a wonderful opportunity for
28 School District 1 to incorporate in the schools teaching its
29 history, the local history, because the local history is so
30 rich and so important. I think this could be a wonderful
31 opportunity to do that.

32 WEST COX:

Thank you.

33 TOMMY DUNN:

Thank you, Ms.

34 Wilson. Mr. Davis.

35 JIMMY DAVIS:

Mr. Chair, thank

36 you. I just want to add to what Mr. Cox has already stated,
37 but I was at the meeting at Concrete and have been involved in
38 community discussions. And there were, he said 38, I mean,
39 there was a lot more people at this meeting than 38. But I
40 don't know about anybody else's family, but I mean, if you
41 gathered my family together, there's no way in the world we'd
42 ever vote unanimous on anything. But the Elrod family joined
43 together and voted unanimously to work with the school
44 district to keep the cemetery on the same property. I think
45 everyone that has been involved in this process has seen the
46 professionalism that Mr. Binnicker and his staff and the
47 school district have put forward to make sure that this is
48 done in a respectful manner. And going even further hiring
49 the firm that they have to make sure that these folks and this
50 family are taken well care of. And I'm encouraged by the

1 growth of Anderson School District 1. But I'm more encouraged
2 today by seeing this process go forward in the professional
3 manner that it has.

4 Thank you, Mr. Chair.

5 TOMMY DUNN:

Thank you.

6 Anyone else?

7 JOHN WRIGHT:

Mr. Chairman?

8 TOMMY DUNN:

Councilman

9 Wright.

10 JOHN WRIGHT:

Thank you. I'm

11 just curious, what's the estimated cost of relocating the
12 grave sites? Do y'all know that at this point?

13 WEST COX:

About eighty

14 thousand.

15 JOHN WRIGHT:

Eighty?

16 TOMMY DUNN:

Eighty with a

17 zero.

18 JOHN WRIGHT:

And that's all

19 being paid for by the ---

20 WEST COX:

All being paid

21 for by the school district. The family is not being out-of-
22 pocket for anything.

23 JOHN WRIGHT:

Thank you.

24 TOMMY DUNN:

Anyone else?

25 Thank you, Mr. West, appreciate it.

26 WEST COX:

All right. Thank

27 you.

28 TOMMY DUNN:

Moving on to item

29 number 7(a), Ordinance third reading, 2023-042, an Ordinance
30 to amend the 2016 Anderson County Comprehensive Plan element
31 of the population, economic development workforce, and a new
32 element of resilience and all maps and materials contained
33 therein; and other matters related thereto.

34 Do we have a motion to move this forward?

35 CINDY WILSON:

So moved.

36 TOMMY DUNN:

Motion by

37 Councilman Elgin; second by Ms. Wilson. Any discussion? Ms.
38 Hunter, you and your staff got anything to add? You good?
39 Everybody else good? All in favor of the motion show of
40 hands. All opposed like sign. Show the motion carries
41 unanimously.

42 We're going to move on to item number 7(b), 2023-048, an
43 Ordinance to provide for the issuance and sale of not
44 exceeding eight million three hundred thousand dollars
45 (\$8,300,000) aggregate principal amount of general obligation
46 bonds of Anderson County, South Carolina, to prescribe the
47 purposes for which the proceeds shall be expended, to provide
48 for the payment therefore, and to provide for other matters
49 related thereto.

50 Chairman Sanders, do you want to touch on this? You did

1 last week, and I don't want to put you on the spot. You want
2 to let folks know what this is about for the record?

3 BRETT SANDERS: Thank you, Mr.
4 Chairman. This is to do some capital project stuff for the
5 historic courthouse, some structural issues to be addressed
6 and some other projects on properties we own. That pretty
7 much sums it up, sir.

8 TOMMY DUNN: Yes, sir. No tax
9 increase, this ---

10 BRETT SANDERS: No tax increase.

11 TOMMY DUNN: This was all done
12 -- we talked about this and discussed very heavily in our
13 budget process back in June and July?

14 BRETT SANDERS: Correct, sir.

15 TOMMY DUNN: Anyone else? Do
16 we have a motion to move this forward?

17 BRETT SANDERS: So moved.

18 JOHN WRIGHT: Second.

19 TOMMY DUNN: Motion Mr.

20 Sanders; second Councilman Wright. Any discussion? All in
21 favor of the motion show of hands. All opposed like sign.
22 Show the motion carries unanimously.

23 We're going to move on to item number (c), 2023-046, an
24 Ordinance authorizing the execution and delivery of a fee in
25 lieu of tax agreement by and between Anderson County, South
26 Carolina and a company or companies known to the county at
27 this time as Southern Wall Products, Inc. and HV Real Estate,
28 LLC with respect to certain economic development property in
29 the county, whereby such property will be subject to certain
30 payments in lieu of taxes, including the provision of certain
31 special source credits; and other matters related thereto.

32 This is Project White from previous Council meetings.

33 Do we have a motion to move this forward?

34 CINDY WILSON: So moved.

35 TOMMY DUNN: Motion by

36 Councilman Wilson. Do we have a second?

37 BRETT SANDERS: Second.

38 TOMMY DUNN: Second by

39 Councilman Elgin. Open the floor up for discussion. We'll
40 start with Mr. Nelson. Do you have anything, Mr. Nelson?

41 BURRISS NELSON: Thank you, Mr.

42 Chairman. This is a great project for Anderson County.
43 Fourteen million dollars capital investment, creating in the
44 first year \$24,000 in property tax, 26 jobs with an average
45 salary of -- or pay of \$26.98 an hour, creating new annual
46 payroll of \$1.4 million for Anderson County citizens.

47 This comes -- first year community impact \$12 million and
48 a 30 year community impact of 66 million. Thank you, sir.

49 TOMMY DUNN: Anymore
50 discussion? All in favor of the motion show of hands. All

1 opposed like sign. Show the motion carries unanimously.

2 We're going to move on to item (d), 2023-047, an Ordinance
3 to amend an agreement for the development of a joint county
4 industrial and business park (2010 Park) of Anderson and
5 Greenville counties so as to enlarge the park to include
6 certain property of Southern Wall Products, Inc. and HV Real
7 Estate, LLC; and other matters related thereto. This is
8 Project -- formerly known as Project White. This is the
9 project we just talked about. This will be putting the
10 project in a business park where they can get full tax credits
11 and fee in lieu of agreements. Did I leave anything out on
12 that, Mr. Nelson?

13 BURRISS NELSON: That's perfect,
14 Mr. Chairman. Thank you.

15 TOMMY DUNN: So we have a
16 motion to move this forward?

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

19 Wilson. Do we have a second?

20 GREG ELGIN: Second.

21 GLENN DAVIS: Second.

22 TOMMY DUNN: Second by

23 Councilman Glenn Davis. Any discussion? All in favor of the
24 motion show of hands. All opposed like sign. Show the motion
25 carries unanimously.

26 We're going to move on to item number (e), 2023-049, an
27 Ordinance authorizing (1) The execution and delivery of a fee
28 in lieu of tax and incentive agreement by and between Anderson
29 County, South Carolina (The "County") and Advanced Metalworks
30 LLC, (previously identified by the county as Project Chauga),
31 including any affiliates, related entities, and sponsor
32 affiliates (collectively, The "Company"), pursuant to which
33 the county shall covenant to accept certain negotiated fees in
34 lieu of ad valorem taxes with respect to the expansion of
35 certain manufacturing facilities in the county (The
36 "Project"); (2) The benefits of a multi-county industrial or
37 business park to be made available to the company and the
38 project and the distribution of revenues generated from the
39 project within the county; (3) Certain special source revenue
40 credits in connection with the project; and (4) other matters
41 relating thereto.

42 Before we go into a public hearing, I'll ask Mr. Nelson if
43 he wants to add anything or say anything?

44 BURRISS NELSON: Thank you, Mr.
45 Chairman, members of Council. Advanced Metal Works, LLC is
46 investing 3.9 million and creating 45 jobs, with a average pay
47 of \$20.67 an hour, adding a new payroll of 1.8 million to
48 Anderson County. And current taxes were paid in the past year
49 of 14 million -- I mean 14 thousand. Excuse me, sir -- 14
50 thousand with an additional 22 thousand to be added when the

1 project is completed. Thank you, sir.

2 TOMMY DUNN: Thank you.

3 We'll go into a public hearing now. Anyone wishing to
4 speak to this matter, please step forward and state your name
5 and district for the record, and address the chair, please.
6 Anyone at all? Public hearing.

7 Seeing and hearing none, the public hearing will be
8 closed. Do we have a motion to move this forward?

9 JOHN WRIGHT: So moved.

10 CINDY WILSON: Second.

11 TOMMY DUNN: Motion by

12 Councilman Wright and second Ms. Wilson. Any discussion? All
13 in favor of the motion show of hands. All opposed like sign.
14 Show the motion carries unanimously.

15 We're going to move on now to item number (f), 2023-050,
16 an Ordinance authorizing the execution and delivery of a
17 special source revenue credit agreement by and between
18 Anderson County, South Carolina and James M. Simpson and Town
19 Square Development, L.P., formerly known to the county as
20 Project Austin, with respect to special source revenue credits
21 to be applied against fee in lieu of tax payments related to
22 certain investments in the county; and other matters related
23 thereto.

24 We'll have a public hearing. Before that, we'll ask Mr.
25 Nelson if he wants to speak to this matter.

26 BURRISS NELSON: Thank you, Mr.

27 Chairman. The town of Williamston came to us to ask us to
28 partner with them in this commercial project. This is a \$5
29 million capital investment for the Williamston Ace Hardware.
30 And this project is projected to create 37,000 in new property
31 tax. And community impact 2.2 million in the first year and
32 12 million over the 30 years. Thank you, Mr. Chairman.

33 TOMMY DUNN: Thank you, Mr.

34 Nelson. This will be a public hearing. Anyone wishing to
35 speak to this matter, please step forward and state your name
36 and district for the record and address the chair. You've got
37 three minutes. Anyone at all? Seeing and hearing none, the
38 public hearing will be closed. Do we have a motion to move
39 this forward?

40 CINDY WILSON: So moved.

41 TOMMY DUNN: Motion Ms.

42 Wilson. Do we have a second?

43 GREG ELGIN: Second.

44 TOMMY DUNN: Second by

45 Councilman Elgin. Any discussion? All in favor of the motion
46 show of hands. All opposed like sign. Show the motion
47 carries unanimously.

48 We're going to move on to item number (g), 2023-051, an
49 Ordinance to amend an agreement for the development of a Joint
50 County Industrial and Business Park (2010 Park) of Anderson

1 and Greenville Counties so as to enlarge the park.

2 This will be a public hearing. Before we go into that,
3 this is just to -- the business we just talked about, put into
4 a business park where they can get full benefits of fee in
5 lieu of tax agreements. Mr. Nelson, do you have anything you
6 want to add to that before we go into public hearing?

7 BURRISS NELSON: That's perfect,
8 sir. Thanks.

9 TOMMY DUNN: Go into public
10 hearing now. Anyone wishing to speak to this matter, please
11 step forward and state your name and district for the record.
12 You've got three minutes. Please address the chair, please.
13 Anyone at all? Seeing and hearing none, the public hearing
14 will be closed. Do we have a motion to move this forward?

15 CINDY WILSON: So moved.

16 TOMMY DUNN: Motion Ms.

17 Wilson. Do we have a second?

18 GREG ELGIN: Second.

19 TOMMY DUNN: Second by
20 Councilman Elgin. Any discussion? Hearing none, all in favor
21 of the motion show of hands. All opposed like sign. Show the
22 motion carries unanimously.

23 Moving on to item number 8, there are no second readings.

24 Item number 9, there are no first readings.

25 Going to move on to item number 10, Resolution 10(a),
26 2023-058, a Resolution for Anderson County to maintain funds
27 for its obligation to provide its proportionate share of local
28 match for SCIIP Grant Funds to assist in the expansion of
29 Pendleton/Clemson/Anderson wastewater treatment plant; and
30 other matters related thereto. Do we have a motion to put
31 this on the floor?

32 BRETT SANDERS: So moved.

33 TOMMY DUNN: Motion Mr.

34 Sanders. Do we have a second?

35 CINDY WILSON: Second.

36 TOMMY DUNN: Second Ms.

37 Wilson. Open the floor up for discussion. Mr. Burns, do you
38 have anything you want to say to this?

39 RUSTY BURNS: This is our
40 portion of the wastewater treatment deal that we're doing with
41 Clemson, city of Pendleton and Anderson County, pledging our
42 share of the local match.

43 TOMMY DUNN: Anyone else? Any
44 discussion?

45 CINDY WILSON: May I?

46 TOMMY DUNN: Ms. Wilson.

47 CINDY WILSON: What capacity do

48 we retain ---

49 RUSTY BURNS: Five million.

50 CINDY WILSON: Thank you.

1 RUSTY BURNS: Overall the total
2 plant size and the Anderson County portion. Derrick is
3 (inaudible).

4 CINDY WILSON: Thank you.

5 TOMMY DUNN: Anyone else? All
6 in favor of the motion show of hands. All opposed like sign.
7 Show the motion carries unanimously.

8 We're going to move on to item number 10(b), 2023-059, a
9 Resolution authorizing the relocation of an abandoned cemetery
10 on real property situate and located in Anderson County on Oak
11 Road, Piedmont, South Carolina 29673; and other matters
12 related thereto. This is the matter I think we just heard
13 about a while ago. Do we have a motion to move this forward?

14 JIMMY DAVIS: So moved.

15 CINDY WILSON: Second.

16 TOMMY DUNN: Motion by Mr.
17 Jimmy Davis and second by Ms. Wilson. Open the floor up for
18 discussion.

19 JIMMY DAVIS: Mr. Chair, if I
20 may?

21 TOMMY DUNN: Mr. Davis.

22 JIMMY DAVIS: I forgot to
23 mention that the school district also -- I want this for the
24 record -- also this design will allow for the Elrod family to
25 have access 365 days a year, 24 hours a day. So this will in
26 no way impede any of the school operations. So when the
27 school is closed in the summertime and the gates are locked
28 for the school, the cemetery will still have access for the
29 family to be able to visit those graves. I just wanted to
30 make sure that was put on the record. Thank you, Mr. Chair.

31 TOMMY DUNN: Thank you,
32 Councilman Davis. Anymore discussion? All in favor of the
33 motion show of hands. All opposed like sign. Show the motion
34 carries unanimously.

35 We're going to move on to item number (c), 2023-061, a
36 Resolution authorizing the approval of a joint amendment to
37 that certain fee in lieu of tax agreement by and among
38 Anderson County, South Carolina (The "County"), Ortec, Inc.
39 (The "Company") and Pendleton Land Holdings, LLC (The
40 "Landlord") dated as of December 6, 2016 (As Amended) and that
41 certain infrastructure finance agreement by and among The
42 County, The Company and The Landlord dated as of December 6,
43 2016 (As Amended); extending the project period and investment
44 period thereunder; authorizing the issuance of certain special
45 source revenue credits thereunder; reducing the jobs
46 requirement thereunder; and other matters related thereto.

47 Mr. Nelson.

48 BURRISS NELSON: Thank you, Mr.

49 Chairman. This resolution amends the current Ortec agreements
50 that they have with Anderson County and the town of Pendleton.

1 Pendleton has already passed its portion of the agreement.
 2 But they're adding \$21.5 million dollars in new equipment.
 3 And the significant part about this, it's no new jobs, but the
 4 job average pay is going from a little over \$21 to a little
 5 over \$26 dollars an hour pay increase of almost four and a
 6 half dollars an hour. And community impact with that project,
 7 first year two million and over 30 years, 12.4 million. Thank
 8 you, Mr. Chairman.

9 TOMMY DUNN: Thank you. Do we
 10 have a motion to put this on the floor?

11 BRETT SANDERS: So moved.

12 CINDY WILSON: Second.

13 TOMMY DUNN: Motion Mr.

14 Sanders; second Ms. Wilson. Any discussion?

15 CINDY WILSON: May I quickly

16 point out that this is another addition to the medical
 17 industry in our county. That's really incredible. Thank you.

18 TOMMY DUNN: Thank you, Ms.

19 Wilson. Anyone else? All in favor of the motion show of
 20 hands. All opposed like sign. Show the motion carries
 21 unanimously.

22 We're going to move on now to item number 11, change
 23 orders and bid approvals. This is bid number 24-014, a track
 24 loader. Mr. Carroll, long time no see. Glad to see you back,
 25 Mr. Carroll.

26 ROBERT CARROLL: Thank you, sir.

27 We received bids on December 7th for a track loader to be used
 28 down at Starr, C&D landfill. We had one response on this from
 29 Blanchard Machinery; \$732,896.51. Staff recommends approval
 30 of this bid at this time.

31 TOMMY DUNN: Thank you, Mr.

32 Carroll. Do we have a motion to move this forward?

33 CINDY WILSON: So moved.

34 TOMMY DUNN: Motion Ms.

35 Wilson; second by Councilman Elgin. Any discussion?

36 BRETT SANDERS: Mr. Chairman?

37 TOMMY DUNN: Mr. Sanders.

38 BRETT SANDERS: Mr. Carroll.

39 ROBERT CARROLL: Yes, sir.

40 BRETT SANDERS: Why did we only

41 have one person respond on that bid on all that we sent out?

42 Was it because we had trade-ins coming in? I mean, I just

43 find it hard to believe that a \$732,000 piece of equipment

44 this time of year that no one would even bid on other than one
 45 person?

46 TOMMY DUNN: One group.

47 ROBERT CARROLL: I can't tell you

48 why they didn't respond. I don't know if they could not meet

49 the specs. I'm not sure.

50 BRETT SANDERS: Does anyone that

1 ---

2 ROBERT CARROLL: We didn't get any
3 questions ---

4 BRETT SANDERS: You might follow
5 up with him to ask and say, hey, you know, why ---

6 ROBERT CARROLL: We didn't receive
7 any questions during the time, you know, for the bid or having
8 any issues with the specs, but I can't answer that, sir.

9 BRETT SANDERS: Thank you.

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

13 Thank you, Mr. Carroll.

14 ROBERT CARROLL: Thank you, sir.

15 TOMMY DUNN: Moving on to item
16 number 12, approval of the 2024 County Council meeting
17 schedule. Keep in mind, this is in our Ordinance to do this
18 either now or the first meeting in January. And we always
19 amend this later on if we see something. Do we have a motion
20 to move this forward?

21 CINDY WILSON: So moved.

22 TOMMY DUNN: Motion Ms.

23 Wilson. Do we have a second?

24 GLENN DAVIS: Second.

25 TOMMY DUNN: Second by
26 Councilman Glenn Davis. Any discussion? All in favor of the
27 motion show of hands. All opposed like sign. Show the motion
28 carries unanimously.

29 We're going to move on now to item 13, report from the
30 Finance Committee meeting held on December 14, 2023. Chairman
31 Sanders.

32 BRETT SANDERS: Thank you, Mr.
33 Chairman. I'd like to start out by thanking Ms. Davis, South
34 Carolina Association of Counties, Ms. Brock, for bringing an
35 opportunity to not only improve the coverage that we have for
36 Anderson County but to also save the taxpayers money.
37 Currently, we have to have, I don't want to say supplemental
38 policies, but additional policies, and by going under the
39 South Carolina Association of Counties, we'll save the
40 taxpayers over \$336,000 in the next five years. We receive a
41 5% discount for the first five years. We can do online
42 claims. Plus, the other thing is that they represent over 20
43 counties, insure over 20 counties in the state.

44 The second thing I'd like to mention is that we already
45 have a working relationship, a positive relationship that I
46 think our staff and employees are very happy with. I did ask
47 and we do have members from the South Carolina Association of
48 Counties if anyone has any questions for them. I requested
49 that the information that we received in the Finance Committee
50 be emailed to all the Council members here. So someone is

1 here if you have any questions. If not, it comes from the
2 Finance Committee as unanimous to present before Council
3 unanimously to accept the change.

4 Put that in the form of a motion, sir.

5 TOMMY DUNN: Coming from the
6 Finance Committee, it doesn't need a second. Open the floor
7 up for discussion. Any discussion.

8 BRETT SANDERS: Like I said, we
9 have someone here if anyone has any questions or if y'all
10 would like to add anything.

11 TOMMY DUNN: Y'all are more
12 than welcome to speak.

13 JOSH RHODES: Yes, sir, if I
14 may real quickly. My name is Josh Rhodes. I'm what the South
15 Carolina Association of Counties. Thank you, Mr. Chairman
16 and members of the committee. We also have Tim Winslow, who's
17 our executive director, and essentially the head of the
18 insurance company. So I think it's a good statement for him
19 to be here because it shows we're available, and we're
20 responsive to your needs.

21 And just very quickly, that's what we're all about. We
22 are the only insurer in the state that specify -- that
23 specifically insures counties. As the Finance Chair, Mr.
24 Sanders, said, we currently have 20 counties. We are very
25 selective on the counties we bring into the trust. We are
26 owned by counties, we are run by counties, and this is what we
27 do. The name of the game for us is service. We want to be
28 here for you all for anything you need. If you need anything
29 at all you call us and we'll be responsive, we will be there
30 to help you in anything that you need as relates to insurance.
31 And as Mr. Sanders said, we've been your carrier for workers'
32 comp for years and years and years. And we hope to have just
33 as long and successful relationship on the property and
34 liability side. And if there are any questions, I'm happy to
35 answer them.

36 TOMMY DUNN: Anybody got any
37 questions? Mr. Sanders.

38 BRETT SANDERS: I'll also share,
39 based on the group of counties, the savings, as they say is
40 passed back to the counties. And as he said, they're very
41 selective in who they choose. I don't think you underwrite
42 anyone on the coast in high risk areas. So I think it'll be a
43 good fit for Anderson County. And we appreciate you guys and
44 the opportunity to save taxpayers money. Thank you, sir.

45 JOSH RHODES: Yes, sir, thank
46 you.

47 TOMMY DUNN: Anyone else? My
48 only question is, where y'all been at all this time?

49 JOSH RHODES: We've been
50 waiting on you.

1 TOMMY DUNN: We appreciate
2 y'all. Look forward to doing business with you.

3 JOSH RHODES: Yes, sir.

4 TOMMY DUNN: Anymore
5 discussion? All in favor of the motion show of hands. All
6 opposed like sign. Show the motion carries unanimously.

7 We're going to move on to item 14, requests by Council
8 members. Councilman Jimmy Davis.

9 JIMMY DAVIS: Thank you, Mr.

10 Chair. From the District 6 special appropriations account, I
11 would like to put both of these in the form of one motion. To
12 the Palmetto Knights \$500; to the Anderson Area Touchdown Club
13 \$500. I put that in the form of a motion.

14 BRETT SANDERS: Second.

15 TOMMY DUNN: Councilman Davis
16 makes a motion, Jimmy Davis. Ms. Wilson seconds. Any
17 discussion? All in favor of the motion show of hands. All
18 opposed like sign. Show the motion carries unanimously.

19 Moving on to Councilman Sanders.

20 BRETT SANDERS: Thank you, Mr.

21 Chairman. Out of my special appropriations account, I'd like
22 to appropriate the sum of \$3,000 to the Palmetto Knights. Put
23 that in the form of a motion, sir.

24 CINDY WILSON: Second.

25 TOMMY DUNN: We have a motion
26 by Mr. Sanders and second by Ms. Wilson. Any further
27 discussion? All in favor of the motion show of hands. All
28 opposed like sign. Show the motion carries unanimously.

29 Anything else?

30 BRETT SANDERS: That's it, sir.

31 Thank you.

32 TOMMY DUNN: Moving on to

33 Councilman Glenn Davis.

34 GLENN DAVIS: Thank you, Mr.

35 Chairman. Out of District 2's special rec account, I'd like
36 to appropriate \$500 to Palmetto Knights. I put that in the
37 form of a motion.

38 CINDY WILSON: Second.

39 BRETT SANDERS: Second.

40 TOMMY DUNN: We have a motion
41 by Mr. Glenn Davis; second Ms. Cindy Wilson. Any discussion?
42 All in favor of the motion show of hands. All opposed like
43 sign. Show the motion carries unanimously.

44 Moving on now to Councilman Elgin.

45 GREG ELGIN: Yes, sir. Out of
46 District 3's special appropriation account, I have three and
47 will do them under one motion if that's okay.

48 TOMMY DUNN: Yes, sir.

49 GREG ELGIN: First of all,
50 Palmetto Knights \$250; Anderson Area Touchdown Club \$500; and

1 Crescent Elite Shooters \$1,500. Make that in the form of a
2 motion.

3 BRETT SANDERS: Second.

4 CINDY WILSON: Second.

5 TOMMY DUNN: We have a motion

6 by Councilman Elgin; second by Councilman Sanders. Any
7 discussion? All in favor of the motion on the floor. All
8 opposed like sign. Show the motion carries unanimously.

9 Moving on to Councilman Wright.

10 JOHN WRIGHT: Thank you, Mr.

11 Chairman. From District 1's special projects account, I'd
12 like to have three projects that I'd like to appropriate; put
13 that in the form of one motion. Broadway Fire Department
14 \$5,000; Palmetto Knights \$500; and the Anderson Area Touchdown
15 Club \$2,000. Put that in the form of a motion.

16 BRETT SANDERS: Second.

17 CINDY WILSON: Second.

18 TOMMY DUNN: We have a motion

19 by Mr. Wright and second by Councilman Sanders. Any
20 discussion? All in favor of the motion show of hands. All
21 opposed like sign. Show the motion carries unanimously.

22 Moving on to Councilman Wilson. Ms. Wilson.

23 CINDY WILSON: Thank you, Mr.

24 Chairman. From District 7, we would like to appropriate \$500
25 for the Palmetto Knights and \$500 for the Anderson Touchdown
26 Club. I put that in the form of a motion.

27 BRETT SANDERS: Second.

28 TOMMY DUNN: We have a motion

29 by Ms. Wilson; second by Councilman Sanders. Any discussion?
30 All in favor of the motion show of hands. All opposed like
31 sign. Show the motion carries unanimously.

32 Out of District 5's special appropriations projects
33 account, I'd like to appropriate \$500 for the Palmetto Knights
34 and \$2,000 for the Anderson Area Touchdown Club. Put that in
35 the form of a motion.

36 JOHN WRIGHT: Second.

37 TOMMY DUNN: Second by

38 Councilman Wright. Any discussion? All in favor of the
39 motion show of hands. All opposed like sign. Show the motion
40 carries unanimously.

41 We're going to move on now to Administrator's report.

42 RUSTY BURNS: Nothing at this
43 time, Mr. Chairman.

44 TOMMY DUNN: We're going to
45 move to next to citizens' comments. Again, when Mr. Harmon
46 calls your name, please step forward, state your name and
47 district for the record. You've got three minutes. And
48 please address the chair, please. Mr. Harmon.

49 LEON HARMON: Mr. Chairman, no
50 one is signed up to speak.

1 TOMMY DUNN: Thank you, Mr.
2 Harmon.

3 We're going to move on now to remarks from Council
4 members. Ms. Wilson.

5 CINDY WILSON: Thank you, Mr.
6 Chairman. Just want to wish everyone a very Merry Christmas
7 and a healthy prosperous new year. It's been a pleasure to
8 work for our people in this county and with all of y'all.
9 Thank you.

10 TOMMY DUNN: Thank you, Ms.
11 Wilson.

12 Moving on to Councilman Wright.

13 JOHN WRIGHT: Thank you, Mr.
14 Chairman. I echo Ms. Wilson's comments. Wish everybody a
15 Merry Christmas and Happy New Year. It's been an absolute
16 pleasure serving alongside my Council members this year and
17 appreciate the staff at the county and everything we've been
18 able to accomplish and look forward to an exciting 2024.
19 Thank you.

20 TOMMY DUNN: Thank you,
21 Councilman Wright. Moving on to Councilman Elgin.

22 GREG ELGIN: Yes, sir. Same
23 sentiment, Merry Christmas to everyone. Everybody up here, I
24 just want to say I'm blessed to be able to work with y'all all
25 year. Y'all have taught me through a lot, being my first
26 year, so I really appreciate everybody up here on this stage.
27 And again, look forward to great 2024.

28 To all the staff that's out there again, and Mr. Burns and
29 your whole staff, we appreciate all of y'all and what y'all do
30 all year. Hope y'all have a Merry Christmas and enjoy your
31 family and have a Happy New Year. Thank you.

32 TOMMY DUNN: Thank you,
33 Councilman Elgin. Councilman Glenn Davis.

34 GLENN DAVIS: Thank you, Mr.
35 Chairman. Again, I would just like to echo what everyone else
36 has alluded to. Merry Christmas to everyone. Happy New Year.
37 And always keep God at the center of everything you do.

38 Thank you, Mr. Chair.

39 TOMMY DUNN: Thank you.
40 Councilman Sanders.

41 BRETT SANDERS: Thank you, Mr.
42 Chairman. Like everyone else, I just like to say it's been an
43 honor to serve the constituents of District 4 and Anderson
44 County. I appreciate all the staff, all our council members.
45 I'd also like to congratulate Councilman Glenn Davis on the
46 economic development they've worked on to create 60 new jobs
47 and a \$4.7 million investment in his area. I'm glad to see
48 growth and things starting to take place down there.
49 Appreciate all your hard work. Thank you.

50 TOMMY DUNN: Thank you,

1 Councilman Sanders. Councilman Jimmy Davis.

2 JIMMY DAVIS: Thank you, Mr.

3 Chair. I just want to say a word of thanks to West Cox and
4 Anderson County School District 1 for all the hard work
5 they've done to make sure that our community and District 6
6 continues to grow in the right way and in a respectful way.

7 I want to wish everyone here a joy filled Christmas. And
8 I wish you and your family all the health and happiness that
9 you can have this holiday season. I hope everyone stays
10 healthy. And I want us to all remember that line from *Joy to*
11 *the World*, let every heart prepare Him room this season, and
12 keep him in the forefront and let Jesus be the reason for the
13 season. And I thank you all. Thank you, Mr. Chair.

14 TOMMY DUNN: Thank you.

15 I want to thank and welcome our treasurer Mr. Phillips for
16 coming out tonight. Appreciate you and appreciate what all
17 you do. I was just thinking about you this week when I was
18 writing checks. I appreciate you and what all you do, you and
19 your staff. I want to thank all of our hard working staff,
20 what all they do for the citizens of Anderson County. What
21 they do to make his council look good. What to keep them in
22 our mind as we go through this holiday season, especially this
23 cold weather. When we're home in our warm beds, some of them
24 are out working clearing roads, scraping ice, picking up
25 limbs. I want to appreciate what all they do for us. And our
26 emergency personnel, what all they do and our law enforcement.

27 I want to thank this Council for all the hard work they've
28 done, what they strive to do to make Anderson County a better
29 place. Some people say we've made it too good of a place for
30 people to come. We're working on that, too. But I want to
31 thank all the staff, what all they do.

32 Look forward to 2024. And appreciate everyone. Make sure
33 to stick around, all of y'all, we've got food in the next
34 room. Meeting be adjourned.

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36

(MEETING ADJOURNED AT 11:48 P.M.)

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
JANUARY 2, 2024

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: At this time
2 I'd like to call the regular Anderson County Council
3 meeting of January 2nd, our first meeting of 2024, to
4 order. I'd like to welcome each and every one of y'all
5 here tonight. And thank y'all for coming out.
6 The first order of business, we're going to have
7 the pledge of allegiance and invocation by Councilman
8 Greg Elgin. If we'd all rise, please.
9 GREG ELGIN: If everybody
10 would bow your heads.
11 **INVOCATION AND PLEDGE OF ALLEGIANCE BY GREG ELGIN**
12 TOMMY DUNN: Next order of
13 business will be electing officers of the County
14 Council. Open the floor up for nominations for
15 Chairman.
16 Y'all don't speak at once.
17 CINDY WILSON: Mr. Chairman.
18 TOMMY DUNN: Yes, ma'am, Ms.
19 Wilson.
20 CINDY WILSON: May I re-
21 nominate you for chairman.
22 TOMMY DUNN: I appreciate
23 it.
24 JIMMY DAVIS: I'll second
25 that.
26 TOMMY DUNN: Have a motion
27 by Ms. Wilson; second by Councilman Jimmy Davis. Any
28 other nominations? Hearing none, all in favor of the
29 motion show of hands. All opposed like sign. Show the
30 motion carries unanimously.
31 Moving on to nominations for Vice Chair.
32 JOHN WRIGHT: Mr. Chairman?
33 TOMMY DUNN: Councilman
34 Wright.
35 JOHN WRIGHT: Yes, sir, if I
36 could I'd like to nominate Mr. Brett Sanders. He's
37 represented us well in the Vice Chairman role. I'd
38 like to put his name forth.
39 JIMMY DAVIS: Second.
40 CINDY WILSON: Second.
41 TOMMY DUNN: Have a motion
42 by Councilman Wright and second by Councilman Jimmy
43 Davis for Councilman Sanders for Vice Chair. Any other
44 nominations? Hearing none, all in favor of the motion
45 show of hands. All opposed like sign. Show the motion
46 carries unanimously.
47 We did not receive the minutes of December 5th.
48 We'll move on to item number 5, approval of minutes.
49 Are there any changes or corrections to be made to the
50 December 19th minutes?

1 LEON HARMON: Mr. Chairman, I
2 don't believe we had those.
3 TOMMY DUNN: We ain't got
4 them neither?
5 LEON HARMON: Neither of
6 those have been prepared at the time of the packet.
7 TOMMY DUNN: I knew December
8 5th wasn't, but I thought the 19th was in there. My
9 mistake; I'm sorry. Thank you.
10 Moving on now to citizens' comments. When Mr.
11 Harmon calls your name, please, for the record, state
12 your name and district for the record, address the
13 chair. You have three minutes. First items on agenda
14 items only, first go-around. Mr. Harmon.
15 LEON HARMON: Mr. Chairman,
16 first speaker and it looks like they're signed up
17 together, Cammie Clary and Cecile Crus.
18 CAMMY CLARY: Yes. Cammy
19 Clary, and this is my third time being here. And
20 Cecile is my partner on the board, which is why I put
21 both of our names down.
22 I'm the president of the Anderson County Foster
23 Parent Association, and Cecile is treasurer. I had the
24 nice lady put something there in front of y'all. I've
25 been here twice before and asked for funds from
26 appropriations and I wanted you to kind of see where
27 that money is going, and what we're doing with it. And
28 then also request again for what you feel that is
29 appropriate to give to us.
30 We have a mentorship program going. There's a
31 letter there that explains what that is. Those are for
32 the children who are no longer represented by DSS but
33 are homeless, and in need of help and are ready for
34 that help. We have been able to put one or two up in
35 hotel rooms to get them off the streets in this past
36 year, until other arrangements could be made for them.
37 We are -- we have pledged to one young lady to sponsor
38 her for rehab. Usually in rehab you get a sponsor to
39 pay for the first two to three weeks until they --
40 until the child -- not child -- young adult gets a job
41 and takes it themselves, takes over those payments
42 themselves.
43 And then our brochure shows other things that we
44 do. COVID really had to -- we had to reinvent
45 ourselves after COVID. Before that the FPA was mostly
46 training and events. But nobody really wants to come
47 to events with the COVID. As Christmas -- I think
48 probably why everybody was sick after getting together
49 with Christmas. Excuse me.
50 And DSS does all the training now online, so we

1 don't have those things. So we had to think about how
2 best we can serve this fostering community, which
3 doesn't include just foster parents, but also includes
4 kinship and pre-adoptive and adoptive homes. So we
5 have provided beds. If we don't know the answer, we
6 get you in touch with people that do know the answer on
7 whatever issue you are having in the community, in this
8 fostering community. And we partner with a few
9 churches to help us take care of these -- feed these
10 families. Any questions for me?

11 TOMMY DUNN: Thank you.

12 Anyone have any comments or questions? Thank you.

13 CAMMY CLARY: Everybody got a
14 brochure and a letter? I know you won't have time to
15 read those now. But if you want to look over them and
16 then contact me later, that'll be awesome. Thank you.

17 TOMMY DUNN: Thank you.

18 Mr. Harmon.

19 LEON HARMON: Mr. Chairman,

20 no one else is signed up.

21 TOMMY DUNN: Thank you, Mr.

22 Harmon.

23 Moving on next will be a presentation by WLS.

24 Mr. Burns, will you help him get situated?

25 While they're doing that, I also want to welcome
26 and I want to thank Phyllis White for filling in
27 tonight for Renee. Appreciate you being here, Phyllis.
28 Appreciate you doing it.

29 PATRICK ELSWICK: We appreciate
30 everybody's time being here. I'm the president and CEO
31 of WLS Foundation. I know most of you Council members
32 and Rusty has been a big champion and appreciate,
33 Rusty, everything you've done for us up to now.

34 We are making a building here on Fant Street that
35 is a veteran center. We already have the building
36 done. I think Greg might have helped us get a dumpster
37 down there to get the stuff out. But we're moving on
38 to the next phase because we have a kidney dialysis
39 center in our center going together. So this is a one
40 stop shop for veterans. And it looks like this. So
41 you guys know where Fant Street is, but I gave you guys
42 all, you know, what it looks like. So I brought
43 another developer in to do the -- you know, to make it
44 nice, and he bought that place. The kidney dialysis
45 center is going. I'm just waiting on some feedback
46 from the DOT so we can finish the road. As soon as we
47 do that, you'll start seeing all the stuff start taking
48 place over there at this building.

49 But the reason for this building is we do a lot of
50 counseling services that deal with PTSD. We do -- we

1 help veterans get cars, we help veterans get jobs.
2 There's a lot of things that the foundation does in
3 this community, and obviously, throughout the state.
4 And what we want to do is put all those resources in
5 one building so these veterans don't have to go to the
6 VA or the clinic down here. And the clinic sends them
7 to me anyways.

8 So currently, I'm at max capacity on what we're
9 trying to do, you know, but we do help a lot of
10 sheriffs as well. So we have the sheriff's department.
11 Chad and I have a great partnership. We have
12 counseling services that a lot of people don't know
13 about because it's all confidential. Whenever the city
14 and the county both send the sheriffs to us, we don't
15 tell anyone. I'm going to let -- Dr. Sheri Biggs just
16 came on board and she does all the counseling here.
17 And she does a really great job. And she could tell
18 you more about that piece to it.

19 SHERI BIGGS: Thank y'all for
20 having us here this evening. As Patrick said, I am Dr.
21 Sheri Biggs and I've been working with him for several
22 years now at the small office that we have.
23 Unfortunately, we don't have a large enough space nor
24 the private offices to perform our duties and this
25 building definitely will be helpful.

26 I won't reiterate what Patrick already said. But
27 another thing that we have to deal with is substance
28 abuse and these are things that we can treat the
29 individuals, the veterans, the first responders.

30 So I'll just give you an example is the best way
31 that I know to tell you what -- the impact that we're
32 having on this community. We had a first responder who
33 was suffering from PTSD. A couple of weeks ago Fox
34 News actually did a full story on that. And this
35 gentleman, he came to us and he was suicidal. And he
36 tells his story. So I'm not saying anything that he
37 wouldn't say himself if he were standing here. And
38 actually he has become a spokesperson for WLS to talk
39 about his own personal experience and what a difference
40 it made. And he met with me -- it took about a year
41 and finally we broke through and he is like a
42 completely different individual.

43 In fact, he joined a local church, became baptized,
44 and now he is going to different fire departments, EMS,
45 all over talking about his testimony and reaching out
46 to other people.

47 So this is what we can provide for the community.
48 And it involves everyone in this room. As most of you
49 know, not -- it's not easy to access help in the mental
50 health arena. And it takes a long time to get

1 appointments. Counselors are few and far between. And
2 we offer that.

3 I don't get paid anything for my services. It's a
4 service to my community. I feel like I have been
5 blessed. So I don't have any financial impact from any
6 of our donors. And it's just good to see -- it's
7 fulfilling to see these people transform their life and
8 to live as productive individuals and have hope for a
9 brighter future.

10 And anything that you can do to assist us. I think
11 this packet answers most of the questions. We'll be
12 happy to -- if you have anything individual --
13 individually that you would like to ask or ...

14 PATRICK ELSWICK: So just real
15 quick, you guys can look it over so we won't take up
16 too much time. But we partnered with Elysian Magazine.
17 They're doing a \$350,000 raise to help finish the
18 building. Because it's nearly going to cost a million
19 dollars. I probably have around 300,000 in the bank
20 for that building as we speak now. But whatever funds
21 that are appropriated to WLS, we do have a matching
22 grant for that. And it kind of talks about that in
23 this packet. So whatever it is, we need to get it
24 finished up. And I appreciate -- Burriss has always
25 been a champion helping out, you know, economic
26 development, bringing these people in and getting the
27 partnership that we do. So that talks about it inside
28 here. And you guys all have my number, most of you,
29 and if you don't, John or Greg, they can get it. And
30 I'll meet with you individually so we won't have to
31 take up too much time. And I appreciate that.

32 TOMMY DUNN: Thank y'all.

33 Anyone have any questions, comments?

34 JOHN WRIGHT: Mr. Chairman,
35 if I could.

36 TOMMY DUNN: Councilman
37 Wright.

38 JOHN WRIGHT: I just want to
39 say thank you. I've had the privilege of knowing both
40 Patrick and Sheri and being -- just being able to see
41 the organization WLS and what y'all do for the
42 veterans. I think, Patrick, you told me one time,
43 we've got one of the largest veteran populations in the
44 upstate, I believe, if ---

45 PATRICK ELSWICK: Got the
46 biggest, yeah.

47 JOHN WRIGHT: The biggest.
48 And so we have -- there's a huge need for this. And I
49 just want to thank y'all for the work that you're
50 doing. I think this is something that could serve as a

1 model for the rest of the state of South Carolina and
2 frankly, probably the rest of the country. And we're
3 blessed to be able to have this here in Anderson County
4 and appreciate the work y'all are doing. And I know
5 you'll continue to get support from Anderson County.
6 So thank y'all very much.

7 TOMMY DUNN: Anyone else? I
8 just want to echo -- go ahead Councilman Elgin.

9 GREG ELGIN: Same thing.
10 Just to say what he said. But I appreciate the first
11 responder side, too. I know who you're talking about,
12 too. He's a great guy. I love him and am glad that
13 y'all were able to help him out. And help a lot of
14 people out. That's just one I know personally, as
15 well. So being a first responder, I'm still a
16 firefighter and retired highway patrolman. Now some of
17 the younger guys as I've seen coming up, struggle a
18 lot, and a lot of other things go on. So we appreciate
19 you being on that side, as well as the other, too. But
20 just from side on that, I appreciate that, as well. So
21 thank you.

22 SHERI BIGGS: One thing that
23 I failed to mention, a lot of the individuals,
24 especially the veterans that come and meet with us,
25 Patrick is a veteran and they kind of respect him and I
26 guess talk with him easily. But I'm also a veteran, so
27 when they first hear my name, they're like, oh, a
28 counselor, or a site mental health professional. But
29 once they find out I'm a veteran, that usually breaks
30 the ice. And we've been able to make good progress.
31 Thank y'all.

32 TOMMY DUNN: I just want to
33 also echo Councilman Wright's sentiments. Appreciate
34 what all y'all do for the veterans all over. And
35 people like y'all is what makes special -- being
36 special in Anderson County. We look forward to the
37 partnership. Anyway we can help, we'll sure search and
38 try to do that. And again, thank y'all very much for
39 what y'all do.

40 SHERI BIGGS: Thank you. We
41 appreciate what you do for our community.

42 TOMMY DUNN: We're going to
43 move on now to item number 8(a), 2023-023, an Ordinance
44 providing for the imposition of a transportation sales
45 and use tax, subject to a November 5, 2024 referendum,
46 pursuant to Title 4, Chapter 37 of the Code of Laws of
47 South Carolina 1976, as amended; ordering a referendum
48 in connection therewith; and providing for matters
49 relating thereto.

50 Mr. Burns, do you have anything you want to add to

1 this?
2 RUSTY BURNS: It would be a
3 penny sales tax. It would last for seven years. It
4 would bring in about \$50 million a year. At the end of
5 that seven years it expires. It will be on the
6 referendum in the general election. And everybody in
7 Anderson County will have a chance to decide whether
8 they want to do this or not.
9 It will be exclusively used for roads. It will not
10 pay for personnel, it will not pay for office staff, it
11 will not do any of those things. The money will
12 definitely go only on roads. And that's the way it's
13 written and that's the way it would be enacted, if
14 approved.
15 TOMMY DUNN: And what this
16 is, is giving the citizens of Anderson County the
17 opportunity to say yay or nay.
18 Anybody want to make a motion?
19 JOHN WRIGHT: So moved.
20 TOMMY DUNN: Motion by
21 Councilman Wright. Do we have a second?
22 BRETT SANDERS: Second.
23 TOMMY DUNN: Second by
24 Councilman Sanders. Now open the floor up for
25 discussion.
26 JIMMY DAVIS: Mr. Chair?
27 TOMMY DUNN: Councilman
28 Jimmy Davis.
29 JIMMY DAVIS: Thank you, sir.
30 I just want to add to -- and correct me if I'm wrong,
31 Mr. Burns, but this by state law -- or Mr. Harmon --
32 but by state law it would be required that a yearly
33 audit will be done by a third party on this every
34 single year to make sure the money would be going where
35 it's supposed to go and not to anything else but roads
36 -- road repair, road reconstruction and bridges. Is
37 that correct?
38 LEON HARMON: Yes, Mr. Davis,
39 that is correct.
40 JIMMY DAVIS: That's all I
41 have.
42 RUSTY BURNS: Just to add one
43 more thing, the Anderson County Council first approved
44 a trial study in the Powdersville area to judge the
45 standards of the roads and how much they would cost to
46 maintain. Council also voted to do that countywide.
47 That is complete, but it's still being compiled.
48 That's being done. The county also received a federal
49 grant that will look at all safety aspects of roads in
50 Anderson County.

1 TOMMY DUNN: Anyone else?
2 Councilman Elgin.

3 GREG ELGIN: Mr. Burns, as
4 soon as that's done, will we get a copy of that that we
5 had done as far as the -- okay.

6 RUSTY BURNS: We have it in
7 rough form now, but yes, sir. And it will be available
8 to the public also. Yes, sir.

9 GREG ELGIN: Okay. Second
10 thing is I just want to make -- clear up some things
11 I've saw. This is not saying whether anybody's for or
12 against it. This is just basically saying what it is.
13 I've seen several things that said we're pocketing
14 sales tax from the gas or gas tax. In case you --
15 state -- all that money goes to the state for state
16 roadways; secondary roads, SC highways, that kind of
17 thing which DOT is responsible for. Anything -- if you
18 look at road signs with a C in front that's a county
19 road. That's what we're responsible for. We don't get
20 any of that state money to fix those roadways. That
21 comes out of your county taxes. So a lot of things
22 have been going around saying that the gas tax is being
23 not used. Which we don't have anything to do with
24 that. That's the state.

25 So just want to put that out there so everybody
26 knows. There is a difference between roadways.
27 There's also a link -- I think Mr. Wilson put it on his
28 website, but if you get a DOT road finder, you can type
29 in the road and it'll tell you if it's a local road,
30 that's us. If it's a state road or maintained road,
31 it'll tell you that as well. So thank you.

32 TOMMY DUNN: Also staff is
33 going to compile -- if he hadn't already compiled it --
34 a list of state roads that has been paved since his gas
35 tax money. There's another very misconception that
36 we're not getting no state gas money, tax money on
37 these roads, if you'll go around and look. Anderson
38 County is a big county. They're paving roads all over
39 the county.

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

43 We're going to move on to item number (b), 8(b),
44 2023-031, an Ordinance authorizing the execution and
45 delivery of a special source credit agreement by and
46 between Anderson County, South Carolina, Lake Hartwell
47 Development Group LLC, D/B/A The Shores of Asbury with
48 respect to certain economic development property in the
49 County, whereby such property will receive certain
50 special source credits in respect of investment in

1 related infrastructure; and other matters related
2 thereto.

3 This will be a public hearing. Before we go into a
4 public hearing, there's some questions that was sent.
5 I don't know who all got them. I know I got some. I
6 think, Mr. Sanders, I talked to him today, he got some.

7 Mr. Harmon, can you just briefly highly those
8 questions and the answers?

9 LEON HARMON:

Yes, Mr.

10 Chairman. I'll be glad to. There was one email that I
11 received from a citizen that raised some questions.
12 The first question concerned section 3.02(a) of the
13 special source credit agreement. That's at page six of
14 the credit agreement. And the comment referred to the
15 chart that's in the ordinance at that location. And
16 the question was about the entry on the chart that said
17 subsequent year, with the concern being that is it the
18 intent of the county to collect fees for more than one
19 singular year after year four. And yes, it is the
20 intent of the county to collect it each year
21 thereafter. And each year thereafter would be at three
22 percent of the gross sales for each year after year --
23 after the three percent -- after it reaches three
24 percent. It's a graduated scale up to a year four.

25 The next one was about 3.02(b), page six. In the
26 agreement, there is a reference to net sales payment.
27 As you will recall, the agreement had a rather complex
28 formula for calculating the fee that flipped between
29 net sales payment and gross payment. We have been
30 working toward a more simplistic formula based upon
31 gross sales payment. The term net sales payment just
32 simply did not make it out of that sentence. It
33 doesn't have any bearing on how the agreement will
34 operate since it's being directed toward gross sales
35 payment at this point.

36 The next comment was a reference to May the 1st in
37 the last sentence of section 3.02(b), page six. This
38 is another holdover from that complex formula, and it
39 should read January 15, which would make it consistent
40 with the other terms in the ordinances that we will be
41 discussing.

42 The next one was a question about the name of the
43 company representative. In the notice provision,
44 that's at section 6.06, page 10, I simply didn't catch
45 that her name was spelled incorrectly. It's
46 McCullough. It should be spelled M-c-C-u-l-l-o-u-g-h.
47 That's just a Scriveners error that we can fix in the
48 document.

49 The next comment was a -- and the final comment --
50 was about the notice provision of the special source

1 credit agreement being different than the notice
 2 provision in the sublease agreement. Well, the only
 3 difference in the notice provision in the special
 4 source revenue -- special source credit agreement is
 5 that it provides for a copy to lawyers. It's often
 6 drafted that way in special source credit agreements.
 7 It's simply not drafted that way in the notice
 8 provision of the sublease agreement. But the document
 9 specifically notes in the special source credit
 10 agreement that copies to lawyers does not constitute
 11 notice. Notice has to be made to the individuals
 12 identified in the agreement. And those individuals
 13 identified in the special source credit agreement are
 14 exactly the same individuals that are identified in the
 15 sublease agreement.

16 I think those are the -- is a summation of the
 17 comments that I have seen and was prepared to respond
 18 to, Mr. Chairman.

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

21 Going to move on to public hearing. Anyone wishing
 22 to speak to this matter, please step forward, state
 23 your name and district and address the chair. You have
 24 three minutes. Anyone at all? Seeing and hearing
 25 none, the public hearing will be closed.

26 Do we have a motion to move this forward?

27 CINDY WILSON: So moved.

28 TOMMY DUNN: Motion Ms.

29 Wilson. Do we have a second?

30 BRETT SANDERS: Second.

31 TOMMY DUNN: Second

32 Councilman Sanders. Any discussion?

33 CINDY WILSON: May I?

34 TOMMY DUNN: Yes, ma'am.

35 CINDY WILSON: Just a quick
 36 clarification, because this is probably one of the most
 37 complicated leases I have read through for years. Mr.
 38 Wright, thank you for your input on this. You deal
 39 with it more frequently than we do.

40 But on page two of the ordinance, it refers to net
 41 park fees and the revenues generated for the multi-park
 42 -- county park. So that is the collection of the
 43 graduating and up to three percent gross -- three
 44 percent of the gross sales, is that -- am I
 45 understanding that correct?

46 LEON HARMON: Ms. Wilson, are
 47 you speaking about section two of the ordinance?

48 CINDY WILSON: It is on page
 49 two of the ordinance. It doesn't have this -- well
 50 section two, yes, thank you.

1 LEON HARMON: Yes. That is
2 -- we have that provision in every ordinance that we do
3 now. And that simply says how the fees that go into
4 the multi county park -- and this property will be in a
5 multi county park. That simply states how that fee
6 will be split up, if you will.
7 CINDY WILSON: Okay.
8 LEON HARMON: It doesn't have
9 anything to do with the actual calculation of the fee.
10 That's in a different place. And it's -- as I
11 mentioned earlier, it's graduated over time to get up
12 to three percent of gross sales.
13 CINDY WILSON: Okay. So that
14 tracks through because I kept referencing and cross
15 referencing. All right, thank you.
16 LEON HARMON: Yes, ma'am.
17 That is correct.
18 TOMMY DUNN: Anyone else?
19 All in favor of the motion show of hands. All opposed
20 like sign. Show the motion carries unanimously.
21 We're going to move on to item number 8(c),
22 2023-032, an Ordinance to amend an agreement for the
23 development of a joint county industrial and business
24 park (2010 Park) of Anderson and Greenville Counties so
25 as to enlarge the park to include certain property of
26 Lake Hartwell Development Group LLC, D/B/A The Shores
27 of Asbury and other matters related thereto. Project
28 Shoreline.
29 Going into a public hearing. This is just putting
30 this, as Mr. Harmon stated a few minutes ago, this is
31 just putting this fee agreement into the park, a joint
32 business park we have to get the fee in lieu in
33 Greenville County.
34 Public hearing. Anyone wishing to speak to this
35 matter, please step forward and state your name and
36 district and address the chair, please. You have three
37 minutes. Anyone at all?
38 Seeing and hearing none, the public hearing will be
39 closed. Do we have a motion to move this forward?
40 CINDY WILSON: So moved.
41 TOMMY DUNN: Motion by
42 Councilman Elgin. Second by Councilman Sanders. Any
43 discussion? All in favor of the motion show of hands.
44 All opposed like sign. Show the motion carries
45 unanimously.
46 We're going to move on to item number 9(a),
47 2023-033, an Ordinance to approve the first amendment
48 to sublease agreement between Anderson County, South
49 Carolina, and Lake Hartwell Development Group LLC D/B/A
50 The Shores of Asbury for the Asbury Park site on Lake

1 Hartwell; and other matters related thereto.
2 We'll be going into a public hearing on this.
3 Before we do, Mr. Nelson, do you have anything you want
4 to say, or Mr. Harmon, on this? You got anything, Mr.
5 Harmon?
6 BURRISS NELSON: We've already
7 covered that.
8 LEON HARMON: We've already
9 covered it. The reason this is on second reading is
10 because this got tabled until we had ---
11 TOMMY DUNN: Got tabled for
12 certain time for legal notice to get back on?
13 LEON HARMON: Correct. Yes,
14 sir.
15 TOMMY DUNN: Be a public
16 hearing. Anyone wishing to speak to this matter; same
17 two issues we just talked about. Anyone at all wants
18 to speak to this, please step forward and state your
19 name and district and address the chair, please.
20 Anyone at all? Seeing none, the public hearing will be
21 closed. Do we have a motion to move this forward?
22 JOHN WRIGHT: So moved.
23 BRETT SANDERS: So moved.
24 TOMMY DUNN: Motion by
25 Councilman Wright; and second by Councilman Sanders.
26 Any discussion? All in favor of the motion show of
27 hands. All opposed like sign. Show the motion carries
28 unanimously.
29 Moving on to item number 10, first readings, there
30 are none.
31 Moving on to 11(a), Resolution, 2024-001, a
32 Resolution expressing intent to cease county
33 maintenance on and to authorize county consent to
34 judicial abandonment and closure of a portion of
35 Sebastian Court, an abandoned road in Woodhaven Estates
36 subdivision; and other matters related thereto. This
37 is in District 2. Do we have a motion to move this
38 forward?
39 JOHN WRIGHT: So moved.
40 CINDY WILSON: Second.
41 TOMMY DUNN: Motion by
42 Councilman Wright and second by Councilman Ms. Wilson.
43 Any discussion? Mr. Hogan, you got anything you want
44 to add or anything? You good? Mr. Davis, you good?
45 It's your district. You good? All in favor of the
46 motion show of hands. All opposed like sign. Show the
47 motion carries unanimously.
48 We're going to move on to item number 11(b),
49 2024-002, a Resolution expressing the intent to cease
50 county maintenance on and to authorize county consent

1 to Judicial Abandonment and closure of Oakwood Drive,
2 designated as C-1-80A; and other matters related
3 thereto. It's in District 6. Do we have a motion to
4 move this forward?
5 JIMMY DAVIS: So moved.
6 CINDY WILSON: Second.
7 TOMMY DUNN: Motion by
8 Councilman Jimmy Davis; and second by Ms. Wilson,
9 Councilman Wilson. Now any discussion?
10 JIMMY DAVIS: Mr. Chair, if I
11 may?
12 TOMMY DUNN: Yes, sir.
13 JIMMY DAVIS: I just want to
14 say I went out there and checked everything out, and
15 Mr. Hogan's assessment is correct and spot on, so I'm
16 good with this.
17 TOMMY DUNN: Thank you.
18 Anyone else? You good, Mr. Hogan?
19 MATT HOGAN: Good. Thank
20 you.
21 TOMMY DUNN: Okay. All in
22 favor of the motion show of hands. All opposed like
23 sign. Show the motion carries unanimously.
24 We're going to move on to item number 12(a), road
25 acceptance into the county inventory.
26 12(a), Breckenridge Subdivision Phases 3, 4 and 5.
27 This is in District 7. I'm assuming this is South
28 Oakcrest Drive, Oak Hill Lane, Maple Lane and Highlands
29 Drive. Do we have a motion to move this forward?
30 CINDY WILSON: So moved.
31 TOMMY DUNN: Motion by Ms.
32 Wilson. Do we have a second?
33 BRETT SANDERS: Second.
34 TOMMY DUNN: Second by
35 Councilman Sanders. Open the floor up for discussion.
36 CINDY WILSON: There's been a
37 lot of discussion and research and review of this, and
38 it finally has passed muster. And I think that going
39 forward -- I know I spoke with Mr. Hogan this morning
40 -- some of these subdivision roads that we accept when
41 they're okay and ready to accept, and then construction
42 continued and the roads end up getting torn up. And
43 then it falls back on the county taxpayers to repair
44 the roads. So it may serve us at some point in the
45 near future to have some type of bonding requirement if
46 there's continued construction, to take that burden off
47 the taxpayers. It doesn't seem quite right for the
48 taxpayers to pay for repairs to a road that a developer
49 is still having to mess up with heavy equipment. So
50 that's food for thought.

1 TOMMY DUNN: Anyone else?
2 All in favor of the motion show of hands. All opposed
3 like sign. Show the motion carries unanimously.
4 We're going to move on now to requests by council
5 members. Move on to Councilman Davis, Jimmy Davis.
6 JIMMY DAVIS: Thank you, Mr.
7 Chair. If I may, I'll make both of these in the form
8 of one motion. From the District 6 special
9 appropriations account, I'd like to appropriate \$500 to
10 the United Negro College Fund; and \$500 to the Anderson
11 County Foster Parent Association. And I make that in
12 the form of a motion.
13 CINDY WILSON: Second.
14 TOMMY DUNN: Have a motion
15 by Mr. Davis and a second by Ms. Wilson. Any further
16 discussion? All in favor of the motion show of hands.
17 All opposed like sign. Show the motion carries
18 unanimously.
19 Councilman Sanders.
20 BRETT SANDERS: Thank you, Mr.
21 Chairman. District 4 would also like to combine, if
22 possible. I would like to do out of my appropriations
23 \$500 to the United Negro College Fund; \$500 to the
24 Westside Community Center and \$500 to County Foster
25 Parent Association. Put that in the form of a motion,
26 sir.
27 JIMMY DAVIS: Second.
28 CINDY WILSON: Second.
29 TOMMY DUNN: Have a motion
30 by Mr. Sanders; second by Councilman Jimmy Davis. Any
31 discussion? All in favor of the motion show of hands.
32 All opposed like sign. Show the motion carries
33 unanimously.
34 Moving on to Councilman Glenn Davis. Councilman
35 Davis.
36 GLENN DAVIS: Thank you, Mr.
37 Chairman.
38 TOMMY DUNN: Yes, sir.
39 GLENN DAVIS: If I may do all
40 of mine at one time?
41 TOMMY DUNN: Yes, sir.
42 GLENN DAVIS: From District
43 2's special appropriations account, United Negro
44 College Fund \$1,000; Westside Community Center \$1,000;
45 Anderson County Foster Parent Association \$1,000, as
46 well. Put that in the form of a motion.
47 BRETT SANDERS: Second.
48 TOMMY DUNN: We have a
49 motion by Mr. Davis and second by Councilman Sanders.
50 Any discussion? All in favor of the motion show of

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

3 Moving on to Councilman Elgin.

4 GREG ELGIN: Yes, sir.

5 District 3 would also like to combine all these in one
6 motion if that's okay?

7 TOMMY DUNN: Yes, sir.

8 GREG ELGIN: From District
9 3's appropriation fund, United Negro College Fund \$250;
10 Westside Community Center \$250; Anderson County Foster
11 Parent Association \$500; and South Carolina State Chili
12 Cook-off \$3,000.

13 TOMMY DUNN: We have a
14 motion by Mr. Elgin. Do we have a second? Second Ms.
15 Wilson? Ms. Wilson makes a second. Any discussion?
16 All in favor of the motion show of hands. All opposed
17 like sign. Show the motion carries unanimously.

18 Councilman Wright.

19 JOHN WRIGHT: Thank you, Mr.
20 Chairman. I'd also like to put all three of these in
21 the form of one motion. From District 1, I'd like to
22 appropriate \$1,000 to United Negro College Fund; \$1,000
23 for Westside Community Center; and \$500 for the
24 Anderson County Foster Parent Association. Put that in
25 the form of a motion.

26 TOMMY DUNN: Have a motion
27 by Councilman Wright; second by Councilman Sanders.
28 Any discussion? All in favor of the motion show of
29 hands. All opposed like sign. Show the motion carries
30 unanimously.

31 Councilman Wilson.

32 CINDY WILSON: Thank you, Mr.
33 Chairman. District 7 is down pretty close to the
34 bottom of the barrel. But I would like to appropriate
35 \$200 to the Foster Parent Association from District 7.
36 And truly wish we could have funded some others. Thank
37 you.

38 TOMMY DUNN: Thank you. We
39 have a motion by Ms. Wilson. Do we have a second?

40 GLENN DAVIS: Second.

41 TOMMY DUNN: Second by

42 Councilman Sanders?

43 BRETT SANDERS: That would be
44 me, sir.

45 TOMMY DUNN: Any discussion?
46 All in favor of the motion show of hands. All opposed
47 like sign. Show the motion carries unanimously.

48 From District 5's special appropriate account, I'd
49 like to appropriate \$500 for the United Negro College
50 Fund; \$500 to Westside Community Center; and \$500 to

1 Anderson County Foster Parent Association. Put that in
2 the form of a motion.
3 CINDY WILSON: Second.
4 JIMMY DAVIS: Second.
5 TOMMY DUNN: Second by Ms.
6 Wilson. Any discussion? All in favor of the motion
7 show of hands. All opposed like sign. Show the motion
8 carries unanimously.
9 Moving on now to Administrator's report.
10 RUSTY BURNS: Nothing at this
11 time, Mr. Chairman.
12 TOMMY DUNN: Moving on to
13 citizens' comments. When Mr. Harmon calls your name,
14 please step forward, state your name and district for
15 the record. You have three minutes. Please address
16 the chair. Mr. Harmon.
17 LEON HARMON: Mr. Chairman,
18 no one is signed up to speak.
19 TOMMY DUNN: Thank you, Mr.
20 Harmon.
21 Now we'll have remarks from Council members.
22 Ms. Wilson.
23 CINDY WILSON: Thank you, Mr.
24 Chairman. Just a happy new year to everyone and look
25 forward to working with all of our county citizens and
26 council and staff to do the work of the people in the
27 best way possible for our county. Thank you.
28 TOMMY DUNN: Thank you, Ms.
29 Wilson. Councilman John Wright.
30 JOHN WRIGHT: Thank you, Mr.
31 Chairman. I echo Ms. Wilson's sentiments. Excited for
32 2024. Chairman Dunn and Vice Chairman Sanders, excited
33 to continue to work alongside you guys, the rest of
34 Council and staff to move Anderson County forward in a
35 positive direction. Thank you.
36 TOMMY DUNN: Thank you.
37 Councilman Elgin.
38 GREG ELGIN: Just again,
39 want to say happy new year. Look forward to 2024. I
40 look forward to working with all the ladies and
41 gentlemen up here with me. Again, I appreciate all of
42 y'all. I appreciate Mr. Burns and our whole county
43 staff that work hard every day for us. So look forward
44 to a great 2024. Thank you.
45 TOMMY DUNN: Thank you,
46 Councilman Elgin. Councilman Glenn Davis.
47 GLENN DAVIS: Thank you, Mr.
48 Chairman. I also would like to say I'm looking forward
49 to another exciting and productive year. Again, thank
50 everyone for the things we did last year and bigger and

1 better things this year. Thank you, sir.

2 TOMMY DUNN: Thank you.

3 Councilman Sanders.

4 BRETT SANDERS: Thank you, Mr.

5 Chairman. First of all, I'd like to thank the Anderson
6 County Foster Parent Association. It's always nice
7 when someone comes for funds to actually come in and
8 share what they do and I appreciate what you guys do do
9 and taking the time to come out and address us.

10 I also want to thank my council members for
11 allowing me to serve as Vice Chairman again. I'm here
12 if you need anything. You know all you have to do is
13 give me a call. Thank you, Mr. Burns and staff, Mr.
14 Harmon, Mr. Thayer, we appreciate all of you. Thank
15 you.

16 TOMMY DUNN: Thank you, Mr.
17 Sanders. Councilman Jimmy Davis.

18 JIMMY DAVIS: Thank you, Mr.

19 Chair. Looking forward to a great 2024. Mr. Chair,
20 well, Mr. Dunn and Mr. Sanders, you guys are kind of
21 the forefront of our Council and have been for quite
22 some time. And it's quite -- a lot of times it's a
23 thankless job. And you catch a lot of grief for some
24 of the rest of us sometimes before we even feel it.
25 But I can't express my appreciation and gratitude for
26 the work -- the hard work you do for Anderson County.
27 And I greatly appreciate all you do.

28 To the ladies here from Anderson County Foster
29 Parent Association, thank you. Thank you for not only
30 just being here, but thank you for your talents, your
31 gifts and your service, because you've got a heart of a
32 servant. I can tell that and I appreciate you being
33 here.

34 I look forward to working with everyone at -- on
35 the county level. I would like to see -- Ms. Wilson
36 brought up a good point. I would like to know what
37 other counties do, Mr. Hogan, since you're still here,
38 with respect to ongoing development with concurrent
39 phases, how do they handle the road acceptance? Once
40 we accept the road and all of a sudden, the development
41 continues to grow, how do we make sure that we don't --
42 that we're covered on the stuff we've already accepted?
43 And I think that's an important thing is our roads are
44 some of our greatest assets here in Anderson County, or
45 most valuable assets I should say. Our greatest asset
46 are our people. But a valuable asset is our roads
47 infrastructure, and how do we protect that with
48 continued growth and development? And I would like to
49 know how other counties handle that. And that's --
50 thank you, Mr. Chair.

1 And Mr. Hogan, if you've got something you want to
2 add, I'm sure we'll ---

3 MATT HOGAN: I don't have
4 anything really to add at this time. I know we've
5 talked about some different options that other counties
6 do with the bonding. And there are just a lot of
7 things to work through with that. Because typically,
8 the bond is with the developer. And then it's the home
9 builder -- the developer gives it to the home builder.
10 Who do we hold accountable, the developer or the
11 builder? That kind of -- yeah, so we just work through
12 that type of issues, but I think we can do it. We have
13 some thoughts and we'll come back at maybe one of our
14 next meetings.

15 JIMMY DAVIS: And I'm sure
16 that's something we can cover in PPW and come up with
17 some type of solution. Thank you.

18 TOMMY DUNN: Thank you,
19 Councilman Jimmy Davis. Appreciate it.

20 Just like to, again, wish everybody a happy new
21 year. Look forward working with everybody. Appreciate
22 everybody's willingness. We've got a good group of
23 people. Got a lot of stuff to do, good things to do.
24 And -- yes sir?

25 INAUDIBLE COMMENT FROM AUDIENCE

26 STANLEY OWENS: I was signed up
27 to speak. I didn't get called for the three minutes.
28 I called on the phone and I talked to Ms. Cindy Wilson
29 on the problems we're having on Brooks Road. I didn't
30 know if I could speak for three minutes at least.

31 TOMMY DUNN: Yes, sir.
32 You're here, but what you've got to do is when you come
33 to a meeting, we've got a sign-up sheet there. I know
34 you didn't know ---

35 STANLEY OWENS: This is my
36 first time ---

37 TOMMY DUNN: Yes, sir. And
38 that's the reason I'm going to let you ---

39 STANLEY OWENS: -- give me a
40 number to call and I did call the number and the lady
41 told me the agenda was set, but I would come for three
42 minutes to talk.

43 TOMMY DUNN: That's right.

44 STANLEY OWENS: Never been to
45 one, but I ---

46 TOMMY DUNN: I'm going to
47 give you an opportunity. Let me finish my remarks and
48 we'll give you a chance to talk. Okay? Finish your
49 thing.

50 Again, want to just thank everybody for all they do

1 and the work we've got coming up. I think this road
2 thing is going to be very big for us. Got to get out
3 and get the facts out. And so hopefully we can do
4 that. Coming here for the citizens of Anderson County
5 as we get better.

6 Also, I'd just like to, if I can tonight, I think
7 there's a committee coming up pretty -- I'm asking you
8 now, Mr. Burns, I think it's staff and maybe some jail
9 -- our architects or engineers, what not, on the Jail
10 Committee.

11 RUSTY BURNS: Yes, sir.
12 TOMMY DUNN: Is that right?
13 RUSTY BURNS: Yes, sir.
14 TOMMY DUNN: What would the
15 name of that thing be? Just Jail Committee?
16 RUSTY BURNS: Jail

17 Coordinating Committee. Yes, sir.
18 TOMMY DUNN: I'd just like
19 to have a Council person. I'd like for Mr. Sanders to
20 serve on there if y'all will let him be advised and
21 come to some meetings. I'd appreciate that. Okay?

22 RUSTY BURNS: No problem.
23 TOMMY DUNN: And again, I
24 want to thank everybody. And thank everybody for
25 coming out tonight. We're going to let this gentleman
26 here -- if you'll state your name and district for the
27 record and you've got three minutes. Mr. Harmon.

28 STANLEY OWENS: My name is
29 Stanley Owens, and I live in District 7, Ms. Cindy
30 Wilson. And my cause today to come before the
31 committee, the Anderson County Council, we've contacted
32 DHEC several -- it's been going on for a year ago,
33 we've got a tire dump on Brooks Road at address 306
34 Brooks Road. Ms. Wilson is aware of it, DHEC, and
35 seems like nothing is being done about it. I brought
36 some people that live on our road. She said to come
37 today. I thought I was doing the right thing. I
38 apologize for not signing up. But if we come as a
39 county taxpayer and each one of these, Mr. Cromer, the
40 property adjoins his property in mind. And Mr. Jones
41 also lives right down the road. It's an eyesore. It
42 is also a hazard with several -- I don't know how many,
43 I'm thinking about 1000 or more tires, 2000 tires, on
44 the property.

45 The guy that owns the property has a tire business
46 in Greenville. And there's a U-haul truck that comes
47 in that dumps them on the property. And that's our
48 concern.

49 TOMMY DUNN: Have y'all?
50 Has anybody talked to DHEC?

1 STANLEY OWENS: Yes, we've been
2 talking for a year. And I think there's another guy,
3 Greg. Yeah. Even called Columbia. I mean, I know
4 there's been other sites that's been -- I mean
5 properties in Anderson County, like the one over across
6 from the Jockey Lot, I think, and it was cleaned up.
7 But also other ones maybe down below Eddie's Minute
8 Mart. Is there any kind of ordinance where -- I know
9 it's against the law, but when we see this happening
10 anything that could be done quick or hold the people
11 accountable?

12 TOMMY DUNN: We're going to
13 look into it. I've got to research to -- let Mr. Burns
14 look at it and see what -- if there's something we can
15 do, I ain't going to say how quick. And I know you
16 don't want to hear that. Government just don't turn
17 fast enough. Sometimes we'll do all we can do about
18 it, sometimes, it's like the old saying, criminals has
19 got more rights than the citizen does. But we'll look
20 at it and do -- DHEC -- I can't believe DHEC ain't come
21 out there and ---

22 STANLEY OWENS: They've been
23 out there, sir. I've been in contact with them. They
24 took pictures. I've got plenty of pictures. We've got
25 pictures unloading off a U-haul truck. The U-haul
26 truck stays there about -- well, when he goes off, we
27 don't know if they're dumping at other places or
28 whatever. But the owner has been notified. He's been
29 -- he missed meetings. I think Ms. Wilson knows more
30 she can inform y'all on.

31 TOMMY DUNN: It's a county
32 thing. I'm going to get with Mr. Burns and Mr. Harmon.
33 Can't we do something on the county and let Mr. Snipe
34 get on it. We'll do what we can do. Okay?

35 STANLEY OWENS: All right.
36 Thanks for your time.

37 TOMMY DUNN: Yes, sir.
38 Ms. Wilson.

39 CINDY WILSON: May I add, it
40 appears that some of these companies and individuals
41 out of Greenville are getting paid to dispose of tires.
42 And they're bringing them over here and dumping them in
43 our county in violation of laws. And DHEC has actually
44 been out a number of times. There was a fire. They
45 called out the fire department. So it's a lot of
46 health hazard as well as an eyesore in a really, really
47 pretty area. But there is some efforts being done
48 there. I know Greg Smith's working really hard on it.
49 And the last report I had from him I think it was
50 Friday afternoon, Apparently the property is going to

1 be sold and the cleanup taken from the proceeds. But
2 we don't have confirmation of that yet.

3 But DHEC, the young DHEC guy is very frustrated
4 with the situation. There are tire issues around the
5 state. We had a VIVA mess to deal with. And
6 apparently there's just no real good, clear way to
7 dispose of tires and recycle them properly. We just
8 don't want to be the dumping ground any further.

9 But I will stay in touch with our neighbors over
10 there. I live close by, too. It's really a shame.
11 But we won't let it continue.

12 **INAUDIBLE COMMENT FROM AUDIENCE**

13 CINDY WILSON: Yeah, they get
14 it and they take the money and run.

15 TOMMY DUNN: Mr. Burns, will
16 you try to look at this tomorrow and get your people
17 and see what the county can do a county local level and
18 turn the thing up? Who -- is that Mike Gambrell's
19 district, Senator Gambrell?

20 CINDY WILSON: It would be
21 Mike's district.

22 TOMMY DUNN: Well, I know he
23 would love to get on something like that. How about
24 talk to Mr. Gambrell, Senator Gambrell about that.

25 CINDY WILSON: Probably Anne
26 Thayer's, too, right now.

27 **INAUDIBLE COMMENT FROM AUDIENCE**

28 TOMMY DUNN: She's got it
29 and I think Mr. Burns has got it. Appreciate it.
30 We're going to do all we can do. Ms. Wilson will be in
31 touch with y'all-- she's got your number -- when they
32 find out something. Okay.

33 Thank y'all. Meeting be adjourned.

34

35 **(MEETING ADJOURNED AT APPROXIMATELY 7:16 P.M.)**

Ordinance #2024-003

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone 1.5 +/- acres from Residential Agricultural to Rural Commercial District on a parcel of land, identified as address in the Three and Twenty Precinct shown in Deed Reference 12274 33. The parcel is further identified as TMS # 165-00-07-008.

Whereas, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council") has previously adopted Anderson County Ordinance #99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

Whereas, the Ordinance contains provisions providing for the amendment of the Map; and,

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from RA to C-1R for +/- 1.5 acres of TMS #165-00-07-008 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on January 9, 2024, during which it reviewed the proposed rezoning from to R-A to C-1R +/- 1.5 acres of TMS #165-00-07-008 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on February 6, 2024, regarding said amendment of the Anderson County Official Zoning Map:

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from R-A to C-1R +/- 1.5 acres of TMS #165-00-07-008 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ATTEST: Ordinance 2024-003

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1 st Reading:	January 16, 2024
2 nd Reading:	February 6, 2024
3 rd Reading:	February 20, 2024
Public Hearing:	February 6, 2024

**Anderson County Planning Commission
Staff Report
January 9, 2024**

Applicant: Grant Sullivan

Current Owner: Same as above

Precinct: Three and Twenty

TMS#: 165-00-07-008

Acreage: 1.5 acres

Council District: District (4)

Current Zoning: Residential Agricultural (R-A)

Requested Zoning: Rural Commercial District. (C-1R)

The purpose of this district is to provide for commercial activity in areas which are generally rural in character and for the convenience of local residents in rural areas. This district shall not be applied in those areas of Anderson County which are identifiable as urban in character, or which possess facilities necessary for extensive urban growth and development.

Surrounding Zoning: All surrounding properties as zoned Residential Agricultural (R-A).

Evaluation: The request is to rezone the parcel to C-1R to construct a restaurant and market facility. The existing restaurant was constructed prior to the implementation of the R-A Zoning. Due to the size of the proposed restaurant, the applicant is unable to request a special exception. Under Chapter 48, Section 6:2-Nonconforming uses of land or structures existing at the time of initial adoption of the precinct zoning map shall not hereafter be enlarged or extended in any way except as outlined below: Legally nonconforming structures containing less than 2,400 square feet of floor area and occupying more than two acres may

expand by a maximum of 25 percent of the portion of the structure dedicated to the nonconforming use at the time of the adoption of this amendment, or to a total of 3,000 square feet, whichever is greater.

Public Outreach: Staff hereby certifies that the required public notification actions have been completed as follows:

December 21, 2023. Rezoning notification postcards were sent to 42 property owners within 2,000' of the subject property.

December 21, 2023. Rezoning notification signs posted on subject property.

December 21, 2023. Planning commission public hearing advertisement published in the *Independent Mail*.

Staff Recommendation: At the Planning Commission Meeting during which the rezoning is scheduled to be discussed, staff will present their recommendation at that time.



RECEIVED
12-1-23

Rezoning Application

Anderson County Planning & Development

12/1/2023

Date of Submission

Approved/Denied

Applicant's Information

Applicant Name: Grant Sullivan
Mailing Address: 7825 Old Greenville Hwy, Easley, SC 29642
Telephone: 803-521-4625
Email: grant@slabtowncafeandmarket.com

Owner's Information (If Different from Applicant)

Owner Name: _____
Mailing Address: _____
Telephone: _____
Email: _____

Designation of Agent: (Complete only if owner is not the applicant)

I hereby appoint the person named the Applicant as my agent to represent me in this request for rezoning:

12/1/2023

Owner's Signature

Date

Project Information

Property Location:	7801 Old Greenville Hwy, Easley, SC 29642		
Parcel Number(s)/TMS:	165-00-07-008-000		
County Council District:	CCD Four	School District:	Anderson One
Total Acreage:	1.5 AC	Current Land Use:	None
Requested Zoning:	C-1R	Current Zoning:	R-A
Purpose of Rezoning:	To operate a local cafe and market		

Are there any Private Covenants or Deed Restrictions on the

☐ Yes

☒ No

Property? If you indicated no, your signature is required.

Grant Julli

12/1/2023

Applicant's Signature

Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application, pursuant to State Law (Section 6-29-1145: July 1, 2007), determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Additional Information or Comments: We would like to reopen a cafe and new marke which aims to supply local food and other products to the surrounding community. Our venture seeks to revive a cherished local landmark that previously operated as a cafe (Slabtown Cafe) but has remained unused for over 20 years. The revitalization of the Slabtown Cafe will serve as a hub for community engagement and access to local produce and products.

An accurate plat (survey) of the property must be submitted with this application.

If pursuing a review district classification (IZOD, PC, PD, POD, RRD), a preliminary development plan, statement of intent and letters from appropriate agencies or districts verifying available and adequate public facilities must be submitted with the application.

Please refer to Chapter 48 of the Anderson County Code of Ordinances for further information regarding submission requirements.

As the applicant, I hereby confirm that all required information and materials for this application are authentic and have been submitted to the Planning & Development office.

Grant Julli

12/1/2023

Applicant's Signature

Date

* A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council. *

For Office Use Only:

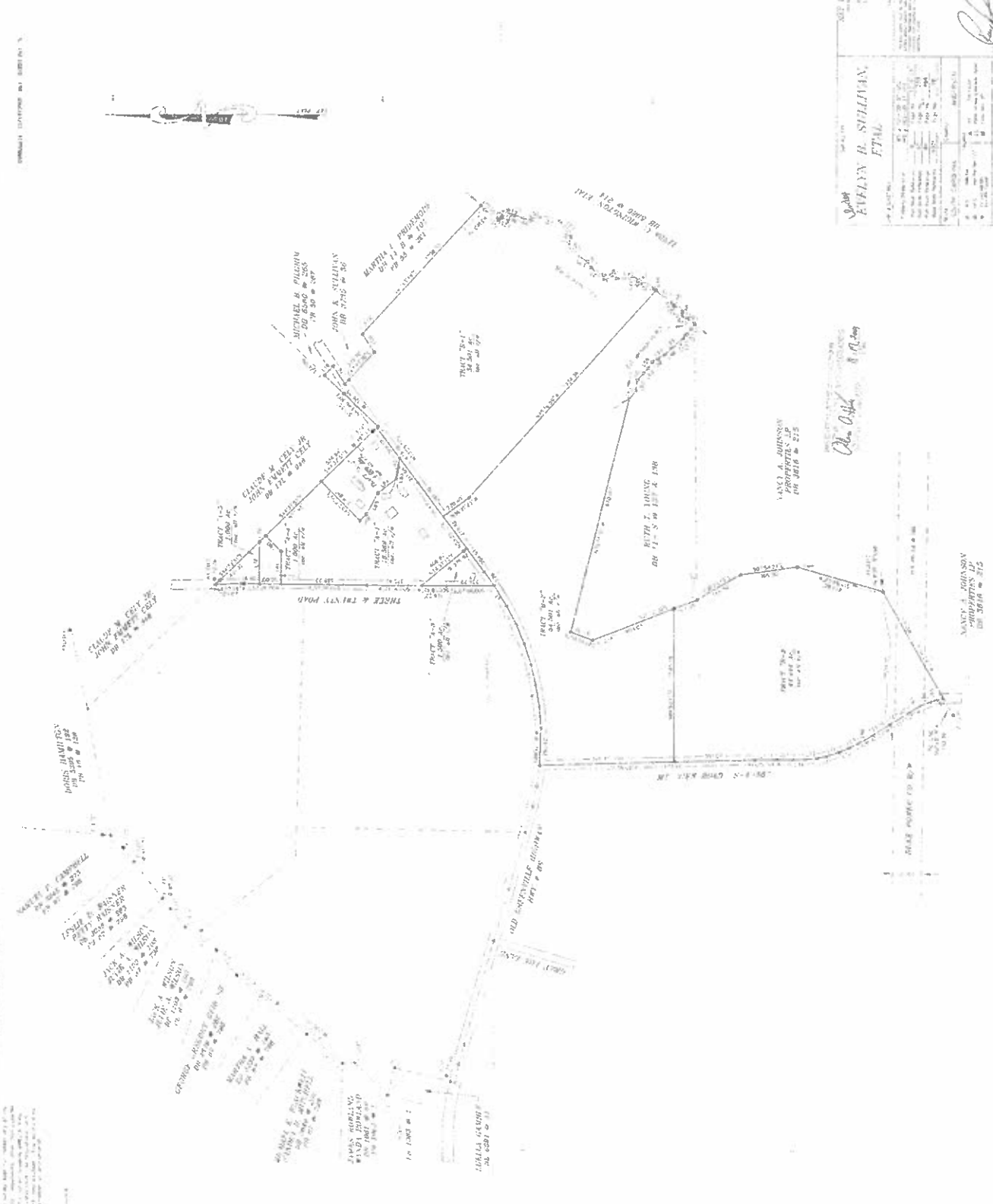
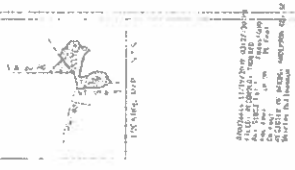
Application Received By: _____

Complete Submission Date: _____

Commission Public Hearing: _____

Council Public Hearing: _____

STANDARD MAPS AND SURVEYING



Survey of
Evelyn R. Sullivan
ETAL

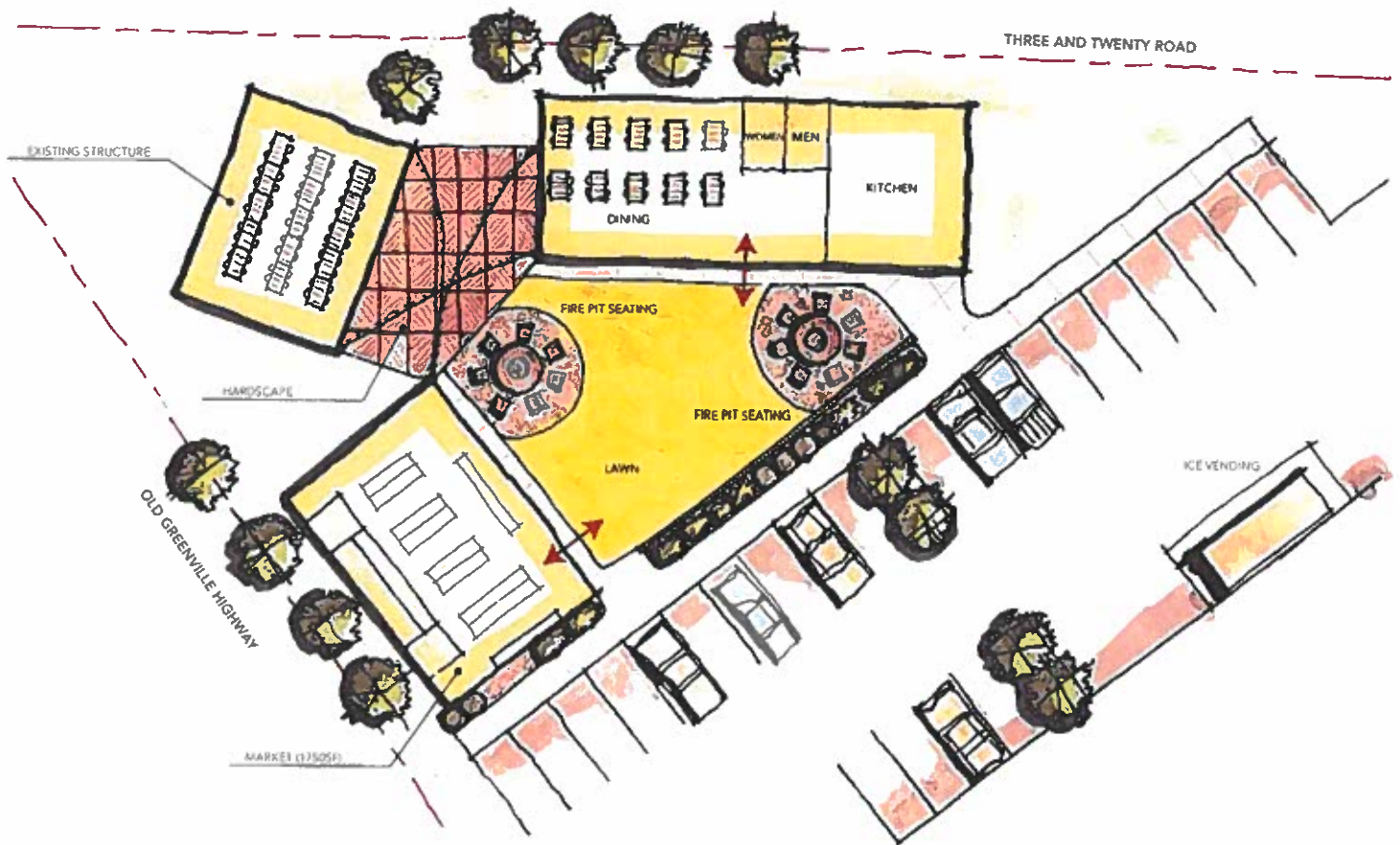
Chas. O. Sullivan
8 May 1909

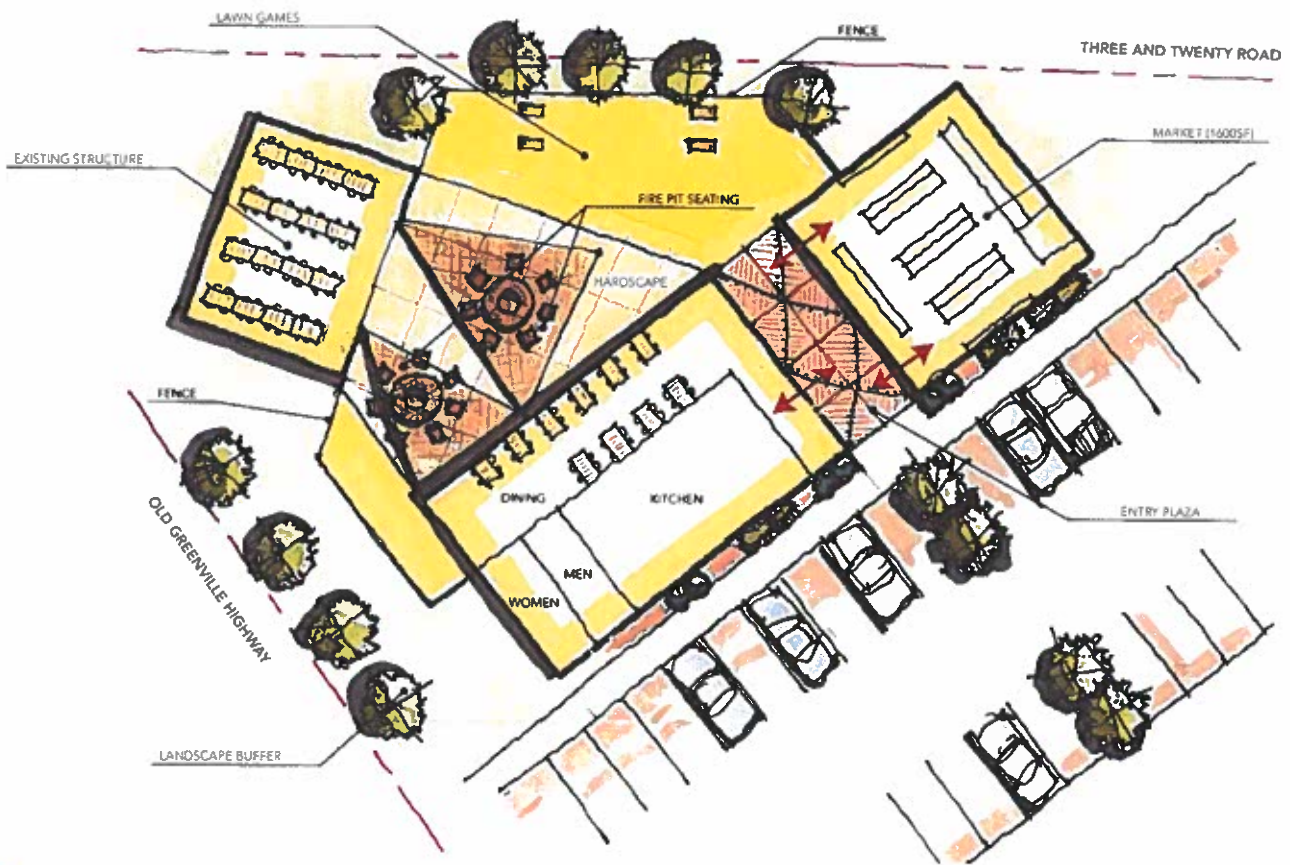
Nancy J. Johnson
8 May 1909
DB 3018 p. 275

Nancy J. Johnson
8 May 1909
DB 3018 p. 275

SHEET NO. 1 OF 1	
DATE OF SURVEY	
NAME OF SURVEYOR	
NAME OF CLIENT	
ADDRESS OF CLIENT	
CITY AND STATE	
DATE OF RECORDING	
RECORDING OFFICE	
FEE	
TAXES	
OTHER CHARGES	
TOTAL	

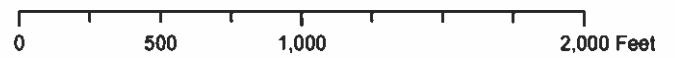
NOTE: This plat was prepared on 11/24/09 and shows the Division of Township 14 N. & 36 W.

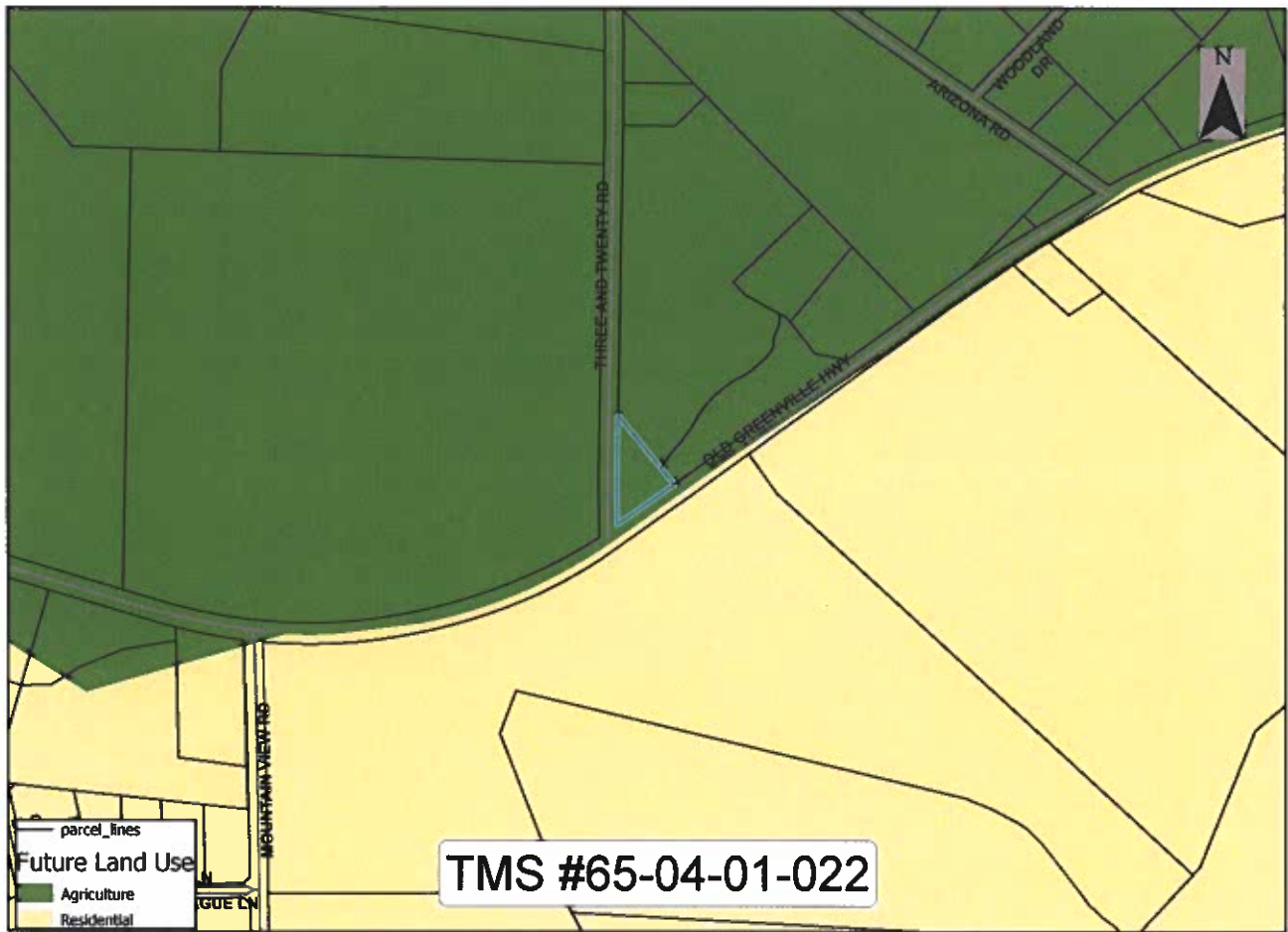












0 500 1,000 2,000 Feet

STATE OF SOUTH CAROLINA)
) WARRANTY DEED
COUNTY OF ANDERSON) NO TITLE EXAM

KNOW ALL MEN BY THESE PRESENTS that **Jimmy Roger Sullivan, Jr.** in consideration of five (\$5.00) dollars and no other consideration, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto **Michael Grant Sullivan, Jr.**, his fee simple absolute interest in the property known as:

All that certain piece parcel and lot of land lying and being on Highway 29, in the County of Anderson, State of South Carolina and known and designated as Tract A-3 containing 1.5 acres, more or less, on a plat by Perry Ran Dunn, PLS no. 19400 dated November 4, 2009, and recorded November 19, 2009 in the Register of Deeds Office for Anderson County on Plat Slide 1853 at Page 5 and having the courses and distances, metes and bounds as upon said plat appear, the description contained therein being incorporated by reference.

This being the same property conveyed to the Grantor by deed of Evelyn B. Sullivan dated December 5, 2012 and recorded in the Register of Deeds Office for Anderson County in Deed Book 10714 at Page 232 on December 7, 2012.

TMS # 165-00-07-008-000.

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of record, on the recorded plats or on the premises.

Together with all and singular rights, members, hereditaments, and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee and the grantee's heirs, successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee and the grantee's heirs, successors, and assigns against the grantor and the grantor's heirs, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's hand and seal this 19th day of April, 2016.

Signed, Sealed and Delivered in the presence of:

George E. LaFaye, IV
Pamela L. Martin
Pamela L. Martin

By Jimmy Roger Sullivan Jr

Grantees' Address
7825 Old Greenville Hwy
Easley SC 29642

STATE OF SOUTH CAROLINA)
) **PROBATE**
COUNTY OF GREENVILLE)

Personally appeared the undersigned witness and made oath that she saw the within named grantors sign seal and as the grantors' act deliver the within deed and that she with the other witness subscribed above witnessed the execution thereof.

Jimmy Roger Sullivan Jr

SWORN to me this 19th
day of April, 2016

Pamela L. Martin
Notary Public for South Carolina
My Commission Exp. 1/23/22

Anderson County Planning Commission

January 9, 2024

6:00 PM

Staff Report – Preliminary Subdivision

368 property owners within 2000' of the proposed development were notified via postcard.

Preliminary Subdivision Name:	Crossvine Park
Intended Development:	Single Family (Conservation)
Applicant:	Davis & Floyd, Inc. on behalf of Forestar (USA) Real Estate Group, Inc.
Surveyor/Engineer:	Davis & Floyd
Location/Access:	Beckman Dr. (State)
County Council District:	2
Surrounding Land Use:	Residential
Zoning:	Un-zoned
Tax Map Number:	151-00-06-022
Number of Acres:	+/- 34.30 acres
Number of Lots:	112
Variance:	No

Traffic Impact Analysis:

Beckman Dr. is classified as a major collector with no maximum average vehicle trips per day. No roadway improvements are required to accommodate site traffic, please see attached traffic impact study.

Staff Recommendation: Sec. 24-335.

At the planning commission meeting during which the plat is scheduled to be discussed, the subdivision administrator shall present his recommendation to the planning commission. (Ord. No. 03-007, § 1, 4-15-03)



Development Standards Subdivision Plat Application

Anderson County Code of Ordinance
Chapter 24 Land Use

Scheduled Public Hearing Date: 1-9-2024

Application Received By: ME

Date: 12-1-2023

DS Number: 24-04

Thank you for your interest in Anderson County, South Carolina. This packet includes the necessary documents for review of subdivision development plans to be reviewed by county staff.

Should you need further assistance, please feel free to contact Development Standards between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday at (864) 260-4719

DEVELOPMENT STANDARDS REVIEW APPLICATION

Note: All plats must first be submitted to Development Standards. After submittal, plats will be distributed to the proper departments for review.

APPLICATIONS MUST BE SUBMITTED BY THE POSTED DEADLINE AND PRIOR TO 3:00 PM. INCOMPLETE APPLICATIONS OR APPLICATIONS SUBMITTED AFTER THE POSTED DEADLINE WILL NOT BE PROCESSED. THE SUBMITTED PLANS WILL NOT BE REVIEWED UNTIL THE APPLICATION/SUBMITTAL IS COMPLETE AND WILL BE PLACED ON THE NEXT REGULAR SCHEDULED AGENDA MEETING.

Proposed Subdivision Name: Crossvine Park

1. Name of Applicant: Davis & Floyd, Inc. on behalf of Forestar (USA) Real Estate Group, Inc.

Address of Applicant: 164 Milestone Way, Suite 200, Greenville, SC 29615

Telephone Number(s): (864) 527-9800 Email: bsmith@davisfloyd.com

2. Property Owner(s): Beckman Partners, LLC.

Address: 812 East Main Street, Spartanburg, SC 29302

Telephone Number(s): 864 490 6784 Email: triciachassen@forestar.com

3. Engineer/Surveyor(s): Bradley Smith, PE Email: bsmith@davisfloyd.com

Project Information

4. Project Location: 700 LF of the intersection of Beckman Drive & Highway 28 South

Parcel Number/TMS: Part of 1510006022 County Council District: 02 School District: 05

Total Acreage: 34.30 Number of Lots: 112 Intended Development: Residential

Current Zoning: Not Zoned Surrounding Land Uses: Residential

5. Have any changes been made since this plat was last before the Planning Commission? No

If so, please describe.

This is the first submittal of the preliminary plat

6. Is there a request for a variance? no If so, please attach the description to this application. (Variance Fee \$300.00)

7. SCDOT/ Roads & Bridges must be contacted for this development prior to Planning Commission review, please attach conformation letters.

A traffic impact study shall be required for access approval through the state and county encroachment permit process when a development will generate 100 or more trips during the peak hour of the traffic generator or the peak hour of the adjacent street., see section 24 – 115(f) Traffic Impact Studies in the Anderson County Code of Ordinances.

8. Are there any current Covenants in effect for this proposed development? Yes ☐ No ☒ If Yes, please attach document.





Planning Commission

January 09, 2024

Date of Planning Commission Meeting

☐ Land Use

☒ Rezoning

☐ Subdivision

☐ Variance

Project Information

Name of Applicant/Project: Grant Sullivan

Property Location: 7801 Old Greenville Highway/ TMS 165-00-07-008

County Council District: 4

School District: 1

Total Acreage: +/- 1.5 acres

Number of Lots: N/A

Current Zoning: R-A

Requested Zoning: C-1R

Purpose: to rezone property from residential agricultural to rural commercial district

Recommendation/ Decision Rendered

Approval ☒ Denial ☐ Tied ☐ Tabled ☐ Vote 8 to 0

☐ Compatibility with Future Land Use Map

☐ The recommendations of staff

☐ Compatibility with Traffic Levels

☐ Compatibility with Surrounding Properties

☐ Compatibility with Density Levels

☐ Use and Value of Surrounding Properties

☐ Concerns for public, health, safety, convenience, prosperity & general welfare

☐ Concerns for the balance of the interest of sub dividers, homeowners and public

☐ Concerns for the effects of the proposed development on the local tax base

☐ The ability of existing or planned infrastructure and transportation system to serve the proposed development

☐ Other (please elaborate):

Planning Commission Chairman: [Signature]

Date: 1-9-24

Anderson County Planning & Development

401 East River Street

Anderson, South Carolina 29624 | Phone: (864) 260-4720

ORDINANCE NO. 2024-006

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT AND SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT TURKEY, WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, AND WHEREBY PROJECT/COMPANY WILL BE PROVIDED CERTAIN CREDITS IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

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 December 5, 2023 (the “*Inducement Agreement*”) with [PROJECT TURKEY], a Delaware corporation (the “*Company*”) (which was known to the County at the time as “*Project Turkey*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new distribution/manufacturing facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$36,300,000 in the County by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; 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 (the “*Fee Agreement*”) and Special Source Credit Agreement (the “*SSRC Agreement*”) and together with the Fee Agreement, the “*Agreements*”) with the Company, 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 Agreements presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Agreements were 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 Agreements 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 Agreements 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 Agreements are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the County Administrator, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Agreements 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 Agreements and the performance of all obligations of the County thereunder.

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

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

ENACTED in meeting duly assembled this __ day of _____, 2024.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

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

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

Approved as to form:

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

First Reading: January 16, 2024
Second Reading: February 6, 2024
Third Reading: _____
Public Hearing: _____

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 _____, 2024, _____, 2024, and _____, 2024, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

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

Dated: _____, 2024

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

PROJECT TURKEY

Dated as of _____, 2024

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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.

Company Name:		Project Name:	Project Turkey
Projected Investment:	\$13,100,000	Projected Jobs:	N/A
Location (street):	1630 Easley Hwy	Tax Map No.:	218-00-01-038
Attorneys	John F. Wall IV	Attorney Firm	Burr & Forman LLP
1. FILOT	Yes		
Required Investment:	\$2,500,000		
Investment Period:	5 + 5 years if the Contract Minimum Investment Requirement is met during Standard Investment Period	Ordinance No./Date:	
Assessment Ratio:	6% Fixed	Term (years):	30 years for each Phase
Fixed Millage:	Yes; 317.59	Net Present Value (if yes, discount rate):	N/A
Clawback information:	Failure to achieve \$2,500,000 (or \$5,000,000 together with all Sponsor Affiliates) within the Standard Investment Period, Company must pay back difference between FILOT incentive and ad valorem tax plus interest		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson/Greenville Park (2010)		
3. SSRC	Yes		
Total Amount:	85% years 1-5; 35% years 6-30		
No. of Years	30 Years – performance based Special Source Credits. SSC Term starts once Company places first Phase of Project in service.		
Yearly Increments:	Yes – see above		
Clawback information:	If Company fails to achieve Contract Minimum Investment Requirement by the end of the fourth year, Special Source Credit is reduced to 35%.		
4. Other information			

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 _____, 2024 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Anderson County Council (the “*County Council*”) as the governing body of the County, and **PROJECT TURKEY**, a Delaware corporation organized and existing under the laws of the State of Delaware (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 manufacturing, warehousing, or distribution.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, the anticipated employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-4440(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

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

6. By enactment of an Ordinance on _____, 2024, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

ARTICLE I DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

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

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

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$13,100,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Investment Period” shall initially mean, and shall initially be equal to, the Standard Investment Period; provided, however, that if the Contract Minimum Investment Requirement is satisfied by the end of the Standard Investment Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or County Council, by five (5) years beyond the Standard Investment Period to end of the tenth (10th) anniversary of the Commencement Date, all in accordance with Section 12-44-30(13) of the FILOT Act. In the event the Commencement Date is December 31, 2026, as is presently anticipated, upon any such extension, the Investment Period will end on December 31, 2036.

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

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

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

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

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

“Project” shall mean the Land and all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and

placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(1), (2) and (3) of the FILOT Act.

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

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

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

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

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

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

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 30th 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.

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

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

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

Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

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

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

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

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliates, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement 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, 2026.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

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

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the assessed value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 30 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT Payments.

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

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the

amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for SSC Term, calculated as follows: (1) 85% of each year's payments in lieu of taxes pursuant to the Fee Agreement for years 1 through 5 of the SSC Term; and (2) 35% of each year's payments in lieu of taxes pursuant to the Fee Agreement for years 6 through 30 of the SSC Term, all to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period).

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

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

(d) Notwithstanding the calculation of Special Source Credits in Section 4.02(a), should the Company fail to meet the Contract Minimum Investment Requirement by the end of the fourth year, the Special Source Credit otherwise provided for year 5 shall be reduced to thirty-five percent (35%) and the Special Source Credits shall remain at that level for years 6 through 30.

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

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirement

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

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

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

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

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

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

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

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

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

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

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

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to

this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County, which consent or subsequent ratification may be granted by the County in its sole discretion as evidenced by any one of the following: (1) a letter or other writing executed by an authorized county representative, (2) a resolution passed by the County Council, or (3) an ordinance passed by the County Council following three readings and a public hearing; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

The Company will reimburse, or cause reimbursement to, the County for Administration Expenses related to this SSRC Agreement in the amount of \$4,000, 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 SSRC Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence

the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

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

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

In addition to all other remedies provided herein, the failure to make FILOT Payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

PROJECT TURKEY

Attn: _____

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

Burr & Forman LLP
Attn: John F. Wall IV
1221 Main Street, Suite 1800
Columbia, South Carolina 29201

If to the County:

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

With a copy to:

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

Section 7.02 Binding Effect

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

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

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

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signatures

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

Section 7.14 Distribution of FILOT Payment Revenue by County

All FILOT Payment revenue received by the County for MCIP premises located in the County attributable to current MCIP property that is retained by the County after paying Greenville County its portion of such FILOT Payment revenue in accordance with the MCIP Agreement shall be distributed in accordance with Section 3 of Anderson County Ordinance 2010-026 and paragraph 7 of the MCIP Agreement. All FILOT Payment revenue received by the County for MCIP premises located in the County and attributable to MCIP property added on and after November 16, 2020 shall be distributed, net of Special Source Credits provided by the County pursuant to Section 4-1-175 ("Net Park Fees") as follows: First, 15% of Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall

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

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

By:

Rusty Burns, Administrator
Anderson County, South Carolina

By:

Renee Watts, Clerk to Council
Anderson County, South Carolina

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

PROJECT TURKEY

By: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the “*Company*”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2024 between Anderson County, South Carolina and the Company (the “*Agreement*”), as follows:

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

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

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

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

PROJECT TURKEY

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the “**Company**”), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2024 between Anderson County, South Carolina and the Company (the “**Agreement**”), as follows:

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

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

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

Personal Property Description

Investment Amount

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

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20____.

PROJECT TURKEY

Name: _____
Its: _____

SPECIAL SOURCE CREDIT AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA,

and

PROJECT TURKEY,

a _____

Dated as of _____, 2024

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of _____, 20__ (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 **PROJECT TURKEY**, a _____ organized and existing under the laws of the State of _____ (the “Company”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure Credit Act”), to provide infrastructure credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure”); and

WHEREAS, the Company will operate the Project (as defined below) on the land in the County described in Exhibit A hereto, owned by the Company (the “Land”); and

WHEREAS, the Company has represented that they intend to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a warehouse/distribution or manufacturing facility in the County (the “Project”), which will result in an expected aggregate investment of at least \$23,200,000, by December 31 of the fifth (5th) year after the year in which any portion of the Project is first placed in service (the “Investment Period”); and

WHEREAS, the County and Greenville County have established a joint county industrial and business park (the “Park”) by entering into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended (the “Park Agreement”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the “Multi-County Park Act”), as amended, and will designate the Land as being included within the Park, and the County desires to cause the Park to continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes, or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 4, Chapter 29 thereof (the “FILOT Act”), that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the Company’s 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 _____, 2024, following conducting a public hearing on _____, 2024;

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

ARTICLE I

DEFINITIONS

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

“*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.

“*Company*” 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 Company 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 credits to the Fee Payments in respect of the Company’s investment in Cost of the Infrastructure set forth in Section 3.02(a) hereof.

“Investment Period” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Investment Target” shall mean the investment by the Company of at least \$23,200,000 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 _____, 2024, authorizing the execution and delivery of this Agreement.

“Park Agreement” shall mean the Agreement for Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time or such other agreement as the County may enter with respect to the Project to offer the benefits of the Infrastructure Credit Act to the Company 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 Company 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 Company. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a _____ duly organized, validly existing, and in good standing under the laws of the State of _____ and 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 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 Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to cause the Investment Target to be achieved during the Investment Period.

(d) To the best knowledge of the Company, 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 Company 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 Company 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 Company is there any basis therefore.

(e) The Company agrees to reimburse the County for all reasonable expenses, including attorney's fees in the amount of \$4,000 for 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 Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company's compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02(c) hereof. The Company may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

SECTION 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) The County acknowledges that the Park Agreement will expire pursuant to its terms on December 1, 2040 (the "Original Termination Date"). In the event of any early termination of the Park Agreement or the termination of the Park Agreement on the Original Termination Date, the County agrees to use its best reasonable efforts to cause the Project, at the Company'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 Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute 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 Company 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 Company 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 15th 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 Company Infrastructure Credits in an amount equal to forty-one percent (41%) of that portion of Fee Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the Park Agreement for a period of thirty (30) consecutive years (the "Initial Infrastructure Credits"). After applying the Initial Infrastructure Credits, the County shall also provide to the Company Infrastructure Credits (1) for a period of three (3) consecutive years in an amount equal to eighty-five percent (85%) and (2) for a period of twenty-seven (27) consecutive years in an amount equal to thirty-five percent (35%) of that portion of Fee Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied (1) after payment of the amount due the non-host county under the Park Agreement and (2) after payment of the Initial Infrastructure Credits.

(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 an Infrastructure Credit is taken.

(c) In no event shall the aggregate amount of all Infrastructure Credits claimed by the Company exceed the amount expended by them collectively 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 B. Further, any amount of reimbursement of the Company for Infrastructure expenditure by way of an Infrastructure Credit may not be duplicated through an infrastructure credit to the Company for the same expenditure.

(d) Should the Investment Target not be met by the end of the second year, any Infrastructure Credits otherwise payable under this Agreement for year 3 shall be reduced to thirty-five percent (35%) and the Infrastructure Credits shall remain at that level for years 4 through 30.

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

(f) 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.

(g) 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 Company:

(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 Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of 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 Company 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 Company 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 Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company 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 Company 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 Company 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 Company.

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

SECTION 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 Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the 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 facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

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

with a copy to: Anderson County Attorney
(which shall not Attn: Leon C. Harmon
constitute notice Post Office Box 8002
to the County) Anderson, South Carolina 29622

(b) if to the Company: _____
Attn: _____

with a copy to: Burr & Forman LLP
(which shall not Attn: John F. Wall IV
constitute notice 1221 Main Street, Suite 1800
to the Company) Columbia, South Carolina 29201

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company 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 Company, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

(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 Company, shall survive any termination of this Agreement.

[Remainder of page intentionally left blank]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

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

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

[Signature page 1 to Special Source Credit Agreement]

[PROJECT TURKEY]

By: _____
Name: _____
Title: _____

[Signature page 2 to Special Source Credit Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of [The Company] (the "Company"), do hereby certify in connection with the Special Source Credit Agreement dated as of _____, 20__ (the "Agreement") between Anderson County, South Carolina and _____ (the "Company"), as follows:

(1) As of December 31, 20__, the total amount of Infrastructure Credits received by the Company is as follows:

(a)	\$ _____
(c) Total Infrastructure Credits received	\$ _____

(2) As of December 31, 20__, the total amount of investment in Costs of Infrastructure by the Company 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__.

[PROJECT TURKEY]

By: _____
Name: _____
Its: _____

ORDINANCE NO. 2024-007

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 PROJECT TURKEY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Ordinance 2010-026 enacted November 16, 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 to a certain company currently or formerly known to Anderson County as Project Turkey, 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 the property located in Anderson County described in the schedule attached to this Ordinance, and, pursuant to Sections 3(A) and 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 B as so revised, without further action by either county.

ORDAINED in meeting duly assembled this ____ day of _____, 2024.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: January 16, 2024
Second Reading: February 6, 2024
Public Hearing:
Third Reading:

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

Project Turkey (xxxx) Property Description

[INSERT LEGAL DESCRIPTION]

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 _____, 2024, _____, 2024 and _____, 2024, 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: _____, 2024

ORDINANCE NO. 2024-008

AN ORDINANCE TO AMEND SECTION 24-335 OF THE ANDERSON COUNTY, SOUTH CAROLINA, CODE OF ORDINANCES TO ADD AN ADDITIONAL SUBSECTION CONCERNING THE EFFECT OF AN APPEAL OF A PLANNING COMMISSION DECISION ON A SUBSEQUENT PRELIMINARY PLAT SUBMISSION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County, South Carolina, Code of Ordinances, Chapter 24 does not presently address the effect of an appeal of a Planning Commission decision on a preliminary plat upon an amended or corrected preliminary plat submitted for approval by the Planning Commission;

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

WHEREAS, the Anderson County Council desires to amend section 24-335 of the Code of Ordinances to address the above stated issue.

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

1. The Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding a section to be numbered 24-335 (6), which section reads as follows:

24-335 (6)

If an amended or corrected preliminary plat or a new preliminary plat is submitted for consideration for approval by the Planning Commission on the same or a portion of the same project site during the pendency of an appeal from a prior Planning Commission decision to deny before the Circuit Court, the South Carolina Court of Appeals, or the South Carolina Supreme Court, the Planning Commission shall not consider the submission and it shall be returned to the applicant.

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

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

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2024.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: January 16, 2024

2nd Reading: February 6, 2024

3rd Reading: _____

Public Hearing: _____

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

ORDINANCE NO. 2024-002

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK (PROJECT COLORFUL).

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 parcel(s) 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.

ORDAINED in meeting duly assembled this ____ day of _____, 2024.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

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

Addition to Exhibit B 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

APG Colors and Additives, LLC and Green Lantern LLC (Project Colorful)

ALL THAT CERTAIN piece, parcel or tract of land, situate, lying and being in Belton Township, County of Anderson, State of South Carolina, containing 25.76 acres as shown on a plat of survey entitled "Survey for Mohawk Carpet Corporation & Mohawk Industries, Inc., near Belton", prepared by Arcadis Geraghty & Miller, dated July 9, 1993, last revised September 23, 1999, and recorded in the Office of the Register of Deeds for Anderson County in Slide 1059 at Page 3, and having, according to said plat the following metes and bounds, to-wit:

Beginning at a point at the intersection of the northern edge of the right-of-way of South Carolina Secondary Road S4-29 and the northeastern right-of-way of Old Southern Railway System; thence running with the right-of-way of Old Southern Railway System, N 38-13-12 W 1,473.53 feet to a point at the joint line with the 43.98 acre tract; thence turning and running with the said joint line, N 51-46-20 E 651.20 feet to an old iron pin; thence S 38-13-33 E 466.70 feet to an iron pin; thence N 45-28-06 E 104.86 feet to an iron pin; thence running N 59-28-51 E 163.41 feet to an iron pin; thence turning and running S 37-54-49 E 169.10 feet to an iron pin; thence turning and running S 50-16-46 W 265.24 feet to an iron pin; thence turning and running S 38-14-11 E 639.10 feet to an iron pin; thence turning and running with property now or formerly of James J. Callaham and Walter L. Callaham, S 00-16-54 E 41.4 feet to an iron pin; thence running with property now or formerly of Walter L. Callaham, S 00-42-58 E 780.99 feet to an iron pin in the center of the right-of-way of South Carolina Secondary Road S4-29; thence turning and running with the center line of the right-of-way of South Carolina Secondary Road S4-29, N 56-49-56 W 181.86 feet to an iron pin; thence running with the right-of-way of South Carolina Secondary Road S4-29, N 63-01-00 W 220.84 feet to an iron pin; thence running N 38-13-12 W 97.87 feet to an iron pin, being the Point of Beginning.

ALSO:

ALL THAT CERTAIN piece, parcel or tract of land, situate, lying and being in Belton Township, County of Anderson, State of South Carolina, containing 1.33 acres as shown on a plat of survey entitled "Survey for Mohawk Carpet Corporation & Mohawk Industries, Inc., near Belton", prepared by Arcadis Geraghty & Miller, dated July 9, 1993, last revised September 23, 1999, and recorded in the Office of the Register of Deeds for Anderson County in Slide 1059 at Page 3, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin in the center of the right-of-way of South Carolina Secondary Road S4-29 and the northeasterly edge of the right-of-way of Old Southern Railway System; thence running with the northeasterly edge of the right-of-way of Old Southern Railway System, N 38-13-12 W 1970.8 feet to an iron pin at the joint line of property now or formerly of J.E. Ellison; thence turning and running S 27-15-00 E 32.9 feet to an iron pin in the center of the right-of-way of Old Southern Railway System; thence turning and running with the center line of the right-of-way of Southern Railway System, S 38-13-12 E 1892.60 feet to a point; thence turning and running S 63-01-00 E 71.30 feet to an iron pin in the center of right-of-way of South Carolina Secondary Road S4-29, being the Point of Beginning.

DERIVATION: This being the same property conveyed to Southern Warehouse Associates, LLC by deed from Allen S. Beck dated September 12, 2002 and recorded September 13, 2002 in Deed Book 4958, page 5, Anderson County Records.

TMS # 223-00-10-015

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 _____, 2024, _____, 2024 and _____, 2024, 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 _____, 2024.

Clerk, Anderson County Council

Dated: _____, 2024

ORDINANCE NO. 2024-009

**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 pursuant to that certain Fee in Lieu of Tax and Incentive Agreement by and between parties including Anderson County and FedEx Ground Package System, Inc. dated as of May 17, 2022 ("Effective Date"), it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County as of the Effective Date;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include 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 as of the Effective Date to so include such property and Exhibit A as so revised, without further action by either county.

ORDAINED in meeting duly assembled this ____ day of _____, 2024.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

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

FedEx Ground Package System Project Property

All that certain piece parcel or lot of land, situate, lying and being in the County of Anderson, State of South Carolina, being shown and designated as containing 41.609 acres, more or less, on that certain survey entitled "Boundary Survey of 41.609 ACRES Located on S.C. 81 North & Evergreen Road", prepared by Samuel B. Glenn, Jr. of Glenn Surveyors, Inc., dated January 18, 2022 and recorded on January 25, 2022 in the Office of the Register of Deeds for Anderson County in Plat Book/Slide 2881, Page 3. The said 41.609 acres having the courses and distances, metes and bounds as upon said survey appear which are hereby incorporated by reference as though fully set out herein.

TMS No. 144-00-04-008

COUNTY OF ANDERSON)

meeting of _____, 20____.

Renee D. Watts, Clerk, Anderson County Council

Dated: _____, 20____

ORDINANCE NO.:2024-010

AN ORDINANCE TO AMEND SECTION 28-48 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO PROVIDE FOR TWO AT-LARGE MEMBERS TO THE ANDERSON COUNTY LIBRARY BOARD OF TRUSTEES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, in accordance with the requirement of Section 4-9-33(A) of the Code of Laws of South Carolina 1976, as amended, the Anderson County Council established a county public library system;

WHEREAS, Section 4-9-33(B) of the Code of Laws of South Carolina 1976, as amended, provides that each county public library system shall be controlled and managed by a board of trustees consisting of not fewer than seven nor more than eleven members appointed by the county council for terms of four years;

WHEREAS, Section 28-48 of the Code of Ordinances, Anderson County, South Carolina provides for a county library board of trustees consisting of seven members; and

WHEREAS, the Anderson County Council desires to increase the number of the county library board of trustees to nine by adding two at-large members to the board of trustees.

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

1. Section 28-48. Created; Members.

The county library system shall be managed by a board of trustees consisting of nine members, with one appointment per council district and two at-large members to be appointed by the county council. Each trustee, once appointed, shall serve a four-year term until successors are appointed and qualified. Vacancies shall be filled in the manner of original appointment for the unexpired term.

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

ORDAINED in meeting duly assembled this _____ day of _____, 2024.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

From: Joseph Stone <jstone@andersoncountysc.org>

Sent: Friday, January 12, 2024 12:15:26 PM

To: Rita Davis <rdavis@andersoncountysc.org>; Rusty Burns <rburns@andersoncountysc.org>

Cc: Holt Hopkins <hhopkins@andersoncountysc.org>

Subject: Radar Trailer Donation

Fleet Services has been requested to Donate an older Radar Trailer to the Town of Williamston. The unit is not functional as far as the radar portion is concerned. The Town of Williamston claims if we donate it to them that they will make the needed repairs. Serial # 1A9PC06131P550054. We cannot locate any asset number associated with it.



Joe Stone

Anderson County Fleet Manager

Fleet Services Division

Main: 864-260-4020

Office: 864-260-6343

jstone@andersoncountysc.org

1410 Pearman Dairy Rd.

Anderson, SC 29625

Independent Mail

Govt Public Notices

Originally published at independentmail.com on 01/21/2024

Notice and Opportunity for Comment

Pursuant to Anderson County Code Section 2-980, Anderson County Council will consider whether construction management at-risk is an appropriate project delivery method for the construction of a new detention facility. An interested party should submit to County Council written comment that sets forth the position of the party with respect to the decision as to which construction contracting method to use. Interested parties who submit written comments will be allowed to address Anderson County Council at the February 6, 2024, scheduled County Council meeting. Written comments should be mailed to Clerk to Council at PO Box 8002, Anderson, SC 29622.

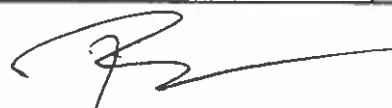
Publication Dates

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Anderson County Purchasing Department Bid Tabulation

BID #24-018 BOILER FOR ASEC

	VENDOR	BOND	Total Cost
1	MCCARTER		\$267,766.00
2	ELECTRIC CITY		\$277,850.00
3	J.Q.BULLARD		NO RESPONSE
4	TRS		NO RESPONSE
5	MCGEE		NO RESPONSE
6	MCG MECHANICAL		NO RESPONSE
7	GLENN		NO RESPONSE
8	CARRIER		NO RESPONSE
9	AGGREKO		NO RESPONSE
10	TICIUS		NO RESPONSE
11	BOILER MASTERS		NO RESPONSE
12			
13			
14	AWARD TO: M' Carter		\$/ 267,766.00





**Anderson County Central Services Division
Purchasing Department**

To: Mr. Rusty Burns


From: Robert Carroll

Date: 01/31/2024

Re: Bid #24-018

Anderson County received bids on January 11th to replace the Boiler at the Civic Center. The County sent the bid package to eleven (11) companies and had two (2) companies to submit a bid. County staff recommends award to the low bidder, McCarter Mechanical of Spartanburg, S.C. The total price for the boiler replacement is \$267,766.00. Staff is requesting approval of the bid at this time.

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624		
REQUEST FOR BIDS, OFFER, AND AWARD		
*****Solicitation Information*****		
1. SOLICITATION: #24-018		4. Brief Description of Project: Boiler Replacement at the Anderson County Civic Center
2. ISSUE DATE: December 04, 2023		
3. FOR INFORMATION CONTACT: allpurchasing@andersoncountysc.org		
5. SUBMIT BID TO: Anderson County Purchasing Department Attn: Bid #24-018 101 South Main Street, Room 115 Anderson, S.C. 29624		Mandatory Pre-Bid Meeting on Tuesday, December 19, 2023 at 2:00 P.M. at the Anderson County Civic Center, 3027 MLK Blvd. in Anderson, S.C.
6. Submission Deadline: Thursday, January 11, 2024 Time: 11:15 A.M.		
7. Submit Sealed Bid to: Anderson County Purchasing Dept., 101 S. Main Street, Room 115 Anderson, S.C. 29624		
8. Firm Offer Period: Bids submitted shall remain firm for a period of sixty (60) 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 bid 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): McCarter Mechanical Inc. 685 John Dodd Road Spartanburg, SC 29303 E-mail address: willt@mccartermechanical.com Telephone #: 864-599-7883 Fax #: _____ Federal Identification #: 57-1110031		12. Name & Title of Person Authorized to sign the Bid (Type or Print): Will Thompson 13. Bidder's Signature & Date:  1/11/24
Award (To be completed by Anderson County)		
14. Total Amount of Award:	15. Successful Bidder:	
16. Contracting Officer or Authorized Representative: Rusty Burns	17. Signature:	18. Award date:

**SECTION IV: Addendum A
BID FORM**

Name of Party submitting the Bid: McCarter Mechanical, Inc.

To: Purchasing Manager for Anderson County

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

Bid: Anderson County Civic Center Boiler Replacement Project

Bid #24-018

<u>QTY</u>	<u>U/M</u>	<u>Description</u>	<u>Total Cost</u>
1	L/S	Boiler Replacement Project : per attached specifications	\$ <u>267,766.</u> ⁰⁰



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All

Mail/Email/Fax to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:
Junior League of Anderson County 2024 Oyster Roast
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
Any donation(s) for sponsorship.
3. The purpose for which the funds are being requested:
Junior League's Annual Oyster Roast benefitting Seats for Safety, Calvary Home for Children, and AIM's Women and Children Succeeding program.
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: Caitlyn Bannister
Mailing Address: 122 Palm Branch Way Anderson, South Carolina 29621
Phone Number: 864-437-9465
Email: caitlynbannister14@yahoo.com
6. Statement as to whether the entity will be providing matching funds:
No

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

Caitlyn Bannister
Signature

Caitlyn Bannister
Print Name

January 23, 2024
Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ____6____

Mail/Email/Fax to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:
Anderson County Parks Department
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
\$1,000
3. The purpose for which the funds are being requested:
Dolly Cooper Park Disc Golf Course improvements to include signage
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
5. Contact Person: Matt Schell
Mailing Address: PO Box 8002, Anderson, SC 29622
Phone Number: 864-231-7275
Email: mschell@andersoncountysc.org
6. Statement as to whether the entity will be providing matching funds:
No 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.

Matt Schell
Signature

Matt Schell
Print Name

1/26/24
Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1.Name of entity requesting recreation fund appropriation:

Piedmont Community Alliance

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

\$500 from each district

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

Assistance for community organization to receive federal non-profit status including bylaws (see attached).

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

Yes, see attached.

5.Contact Person: **Sarah Lyons**

Mailing Address: **22 Haynes Street Piedmont, SC 29673**

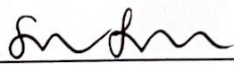
Phone Number: **(864)884-8128**

Email: **sarah@piedmontcommunityalliance.org**

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

N/A

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

Sarah Lyons
Print Name

01/29/2024
Date