



**AGENDA**  
**Special Presentation Meeting**  
**Tuesday, April 16, 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. 2024-018:** A Resolution honoring and celebrating the twenty-fifth anniversary of Shalom House Ministries, and other matters related thereto.

Hon. Glenn Davis

**b. 2024-021:** A Resolution designating April 2024 as Fair Housing Awareness Month in Anderson County.

All Council

**c. Proclamation:** A Proclamation designating April 28- May 5, 2024, as Soil and Water Stewardship Week in Anderson County.

Hon. Tommy Dunn

**3. ADJOURNMENT**

**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**REGULAR MEETING**  
**Tuesday, April 16, 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. Greg Elgin

**3. APPROVAL OF MINUTES**

March 19, 2024,  
minutes not received April 2, 2024

**4. CITIZENS COMMENTS**

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

**Tommy Dunn**  
Chairman, District Five

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

**Greg Elgin**  
District Three

**M. Cindy Wilson**  
District Seven



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

**Glenn Davis**  
District Two

**Jimmy Davis**  
District Six

**Renee Watts**  
Clerk to Council

**Rusty Burns**  
County Administrator



**5. ANNUAL REPORT ON APPALACHIAN COUNCIL OF GOVERNMENTS SERVICES TO ANDERSON COUNTY**

Mr. Steve Pelissier (allotted 10 minutes)

**6. DRUG AWARENESS PROGRAM UPDATE: DRUGS END ALL DREAMS (D.E.A.D.)**

Mr. Donald McCowan (allotted 10 minutes)

**7. ORDINANCE THIRD READING:**

- a. **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. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2024-012:** An Ordinance authorizing (1) The execution and delivery of a first amendment to an existing fee in lieu of tax and incentive agreement by and between Anderson County, South Carolina, and Michelin North America, Inc., a company previously identified as Project Blue Starr, to effect certain modifications thereto with respect to certain property now or to be hereafter located in the county; and (2) other matters relating thereto. [Project Blue Starr] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

**8. ORDINANCE SECOND READING: NONE**

**9. ORDINANCE FIRST READING:**

- a. **2024-013:** An Ordinance to amend previously approved IZD amendment for The Springs at Clemson Blvd to reflect a reduction in density as it relates to the address in the Denver Sandy Springs Precinct, Hwy 76, Pendleton. The parcel is further identified as TMS # 65-00-04-013. [District 4]

Ms. Alesia Hunter (allotted 5 minutes)

- b. **2024-014:** 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 16.3 +/- acres from Commercial District (C-3) to Residential Single-Family District (R-20) on a parcel of land, identified as address in the Beaverdam Road, Williamston, SC. The parcel is further identified as TMS #220-00-08-007. [District 7]

Ms. Alesia Hunter (allotted 5 minutes)

- c. **2024-015:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and [Project Marine], with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto. [Project Marine]

Mr. Burriss Nelson (allotted 5 minutes)



**10. RESOLUTIONS:**

- a. 2024-020:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Marine, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to an industrial project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby project/company will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters. [Project Marine]

Mr. Burriss Nelson (allotted 5 minutes)

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

- a.** RFP #24-023 Audit Services  
**b.** Bid #24-032 ACTC #140 Resurfacing

**12. VEHICLE DONATION:**

- a.** 2015 Ford F-250-Re-Build Anderson  
**b.** Truck Chassis 24030-Anderson County Fire Commission-Hazmat

**13. REQUEST BY COUNCIL:**

- a.** SC State University 4H Camp-District 2  
**b.** Pendleton Bass Team-District 4  
**c.** Vets Helping Vets-District 5

**14. REPORT FROM PUBLIC SAFETY COMMITTEE MEETING HELD ON APRIL 9, 2024**

Mr. Greg Elgin (allotted 10 minutes)

**15. ADMINISTRATOR'S REPORT:**

- a.** Building & Codes Report  
**b.** Special Projects  
**c.** Paving

**16. CITIZENS COMMENTS**

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

**17. REMARKS FROM COUNCIL**

**18. ADJOURNMENT**

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

**RESOLUTION 2024-018**  
**A RESOLUTION HONORING AND CELEBRATING THE TWENTY-FIFTH ANNIVERSARY OF SHALOM HOUSE MINISTRIES, AND OTHER MATTERS RELATED THERETO.**

**Whereas** Shalom House Ministries, Inc. is a 501(c)3 nonprofit organization, based in Anderson and Belton, focused on helping women and their families obtain the mental, physical, emotional, and spiritual resources they need to build lasting stability and sobriety as they recover from drug and alcohol addictions; and

**Whereas** in 1996, the Vandiver family sold their historic family home on East River Street in Anderson at a reduced price to Ricky and Stacey Riddley (and ten-year-old son Seth) knowing the house would be used as a halfway house for women with drug and alcohol abuse problems; and

**Whereas** in 1999, with the invaluable assistance of the local United Way, Brian Sheppard, Rita Davis, Deborah and Greg Wilson, Bob and Melody Chambers, Michael and Patricia Walker, Lee Stewart, and countless others, the Riddleys opened Shalom’s doors to Jeannie and Pamela, both Huddle House waitresses and the first residents of Shalom’s halfway house; and

**Whereas** in 2008, Shalom Center, a twenty-bed residential treatment center for women with addictions, opened its doors on Blake Dairy Road in Belton; and

**Whereas** Shalom House Ministries has served hundreds of women and thousands of their family members during the past twenty-five years, possible only with God and our community;

**Now, therefore, be it resolved**, in a meeting duly assembled this sixteenth day of April 2024, that the Anderson County Council congratulates Shalom House Ministries on this milestone and expresses gratitude to the organization’s board, staff, and volunteers for twenty-five years of life-saving work.

**FOR ANDERSON COUNTY:**

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

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

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

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

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

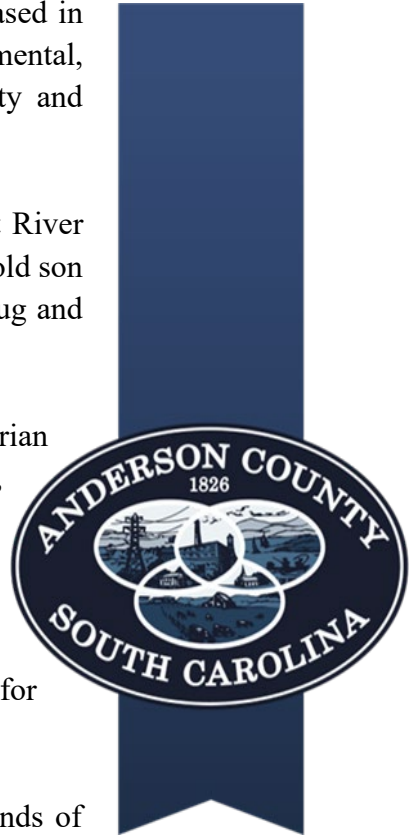
\_\_\_\_\_  
Jimmy Davis  
District Six

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

**ATTEST:**

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

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



# RESOLUTION 2024-021

## A RESOLUTION DESIGNATING APRIL 2024 AS FAIR HOUSING AWARENESS MONTH IN ANDERSON COUNTY

**WHEREAS**, the Anderson County Council desires that all Anderson County citizens be afforded the opportunity to attain a decent, safe, and sound living environment; and

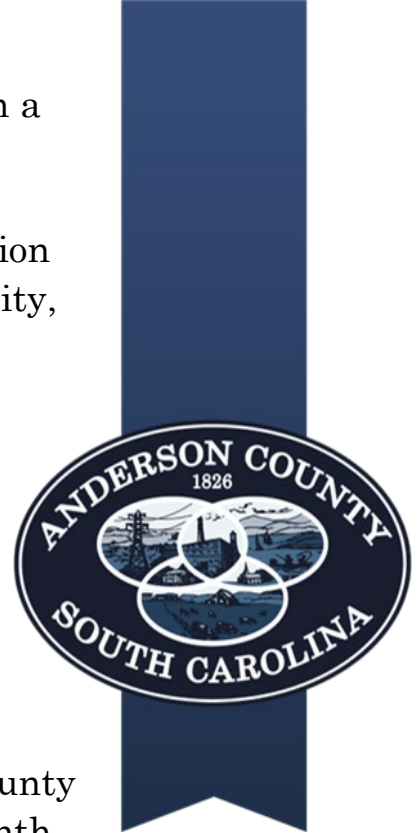
**WHEREAS**, the Anderson County Council rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental, or provision of other housing services; and

**WHEREAS**, the State of South Carolina enacted the South Carolina Fair Housing Law in 1989; and

**WHEREAS**, April is recognized nationally as Fair Housing Month;

**NOW, THEREFORE, BE IT RESOLVED** that Anderson County Council does hereby designate April 2024 as Fair Housing Month.

**FOR ANDERSON COUNTY:**



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

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

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

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Greg Elgin  
District Three

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Brett Sanders, Vice-Chairman  
District Four

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Jimmy Davis  
District Six

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

**ATTEST:**

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

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

# *A Proclamation of Anderson County Council*

*WHEREAS, healthy, fertile soil and clean water is the lifeblood of nutrition and sustenance throughout the world, and soil conservation is a benefit to everyone; and*

*WHEREAS, effective conservation practices ensure soil, water, animals, plants, and air can provide a rich standard of living; and*

*WHEREAS, our survival and continued production and access to quality food and water depends upon the robust management of diverse natural resources nationwide; and*

*WHEREAS, stewardship calls upon every individual to help conserve these precious resources to ensure their prosperity for generations to come; and*

*WHEREAS, the Anderson Soil and Water Conservation District is recognized by the South Carolina Association of Conservation Districts as the 2023 Conservation District of the Year for their exemplary leadership in locally-led conservation;*

***NOW, THEREFORE, BE IT PROCLAIMED,** the Anderson County Council does hereby proclaim the week of April 28-May 5, 2024, as Soil and Water Stewardship Week in Anderson County in recognition of the importance of stewardship to maintain clean, and high quality soil and water, which protects and preserves the health and well-being of Anderson County and its residents*

## **FOR ANDERSON COUNTY:**

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

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

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

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Greg Elgin  
District Three

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Brett Sanders, Vice-Chairman  
District Four

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Jimmy Davis  
District Six

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Cindy Wilson  
District Seven

## **ATTEST:**

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

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



State of South Carolina )

County of Anderson )

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
MARCH 19, 2024

IN ATTENDANCE:  
TOMMY DUNN, CHAIRMAN  
BRETT SANDERS  
JIMMY DAVIS  
CINDY WILSON

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
RENEE WATTS

1 TOMMY DUNN: It's 6:00;  
2 we'll get started. I want to take this time to welcome  
3 each and every one of y'all here tonight, and thank  
4 y'all for coming out. At this part of our Council  
5 meeting is the special presentations meeting of March  
6 19, 2024.

7 At this time we'll have number 2(a), Resolutions/  
8 Proclamations, 2024-012. This is from all Council  
9 members, but Vice Chairman Councilman Sanders is going  
10 to introduce this. Councilman Sanders.

11 BRETT SANDERS: Thank you, Mr.  
12 Dunn, Chairman Dunn.

13 Resolution 2024-012, a Resolution congratulating  
14 the Honorable Jason P. Phillips upon winning the L.H.  
15 "Sonny" Siau Award of Excellence from the South  
16 Carolina Association of Auditors, Treasurers, and Tax  
17 Collectors; and other matters related thereto.

18 Whereas The Honorable Jason P. Phillips, first  
19 elected as our Anderson County Treasurer in 2004, is  
20 well-known across the County and throughout South  
21 Carolina always being on the leading edge of his  
22 profession; and

23 Whereas Mr. Phillips' accomplishments as our  
24 Treasurer have been many including introducing,  
25 in 2005, online debit and credit card payments and, in  
26 2010, over-the-counter debit and credit card payments,  
27 having processed several hundred thousand transactions  
28 since then; working with Council to pass Ordinance  
29 2011-003 providing for installment payment of real  
30 property taxes; partnering with SCDMV to become one of  
31 the first counties in South Carolina to print decals  
32 for vehicle renewals; and in coordination with the  
33 County Auditor and County Assessor, established  
34 "Third Thursday" meetings with school district finance  
35 administrators to communicate property tax information  
36 for preparation of budgets and financial statements  
37 more effectively; and

38 Whereas Mr. Phillips, a lifelong Starr resident and  
39 Crescent graduate who holds a Bachelor of Science in  
40 Financial Management and Master of Professional  
41 Accountancy from Clemson University, is the embodiment  
42 of a public servant and man of great integrity; and

43 Whereas Mr. Phillips has received SCATT's Sonny  
44 Siau Award of Excellence "in acknowledgment of [his]  
45 many years of dedication and loyalty to the Association  
46 and the people of the State of South Carolina as a  
47 tireless proponent of fair property taxation, a  
48 faithful friend and comrade, a true statesman.  
49 Personifying Sonny's passion for excellence in public  
50 service,"



*Anderson County Council - Special Presentation Meeting - March 19, 2024*

1 Now, therefore, be it resolved, in a meeting duly  
2 assembled this nineteenth day of March 2024, that the  
3 Anderson County Council congratulates our County  
4 Treasurer Jason Phillips for receiving this prestigious  
5 statewide recognition and thanks Mr. Phillips and his  
6 staff for the hard work they do every day to serve the  
7 citizens of Anderson County.

8 And I put that in the form of a motion, sir.

9 TOMMY DUNN: Have a motion  
10 Mr. Sanders; second Ms. Wilson. Just think, Mr.  
11 Phillips, they wouldn't let me read it. They didn't  
12 want me to mess it up.

13 I open the floor up for discussion. Anybody have  
14 any discussion?

15 JIMMY DAVIS: Mr. Chair?

16 TOMMY DUNN: Councilman  
17 Davis, Jimmy Davis.

18 JIMMY DAVIS: Thank you, Mr.  
19 Chair. I just want to congratulate Mr. Phillips. I  
20 can honestly say, since I've taken office and had the  
21 opportunity to work with Mr. Phillips and his staff, I  
22 can say we have the most professional treasury staff in  
23 the entire state of South Carolina, without a shadow of  
24 a doubt. And I appreciate all your efforts and all  
25 that you do for Anderson County.

26 Thank you, Mr. Chair.

27 TOMMY DUNN: Thank you.  
28 Anyone else?

29 CINDY WILSON: May I?

30 TOMMY DUNN: Ms. Wilson.

31 CINDY WILSON: I'll have to  
32 repeat exactly what Mr. Davis said. We are so grateful  
33 for your guidance here.

34 TOMMY DUNN: Thank you.  
35 Anyone else? I just want to say, Jason, I appreciate  
36 what all you've done for Anderson County. I appreciate  
37 what you've done for me. I appreciate what you do for  
38 the citizens of Anderson County and people in my  
39 district. You've been outstanding. Work great with us  
40 on the budget and with Ms. Davis and her department.  
41 It's really a pleasure. And you hold the fort down  
42 over there on the other side of town. So we really do  
43 appreciate that. I hate to bring up -- but I knowed  
44 your mother and she would be very proud of how you've  
45 turned out. Appreciate you and your family for what  
46 you've done. You sacrifice. You do a lot of the  
47 county. I hope you've got many more years of service  
48 with Anderson County. Anyone else?

49 All in favor of the motion show of hands. All  
50 opposed like sign. Show the motion carries

1 unanimously.

2 Mr. Phillips, come on up, you and your family.

3 **PRESENTATION OF RESOLUTION**  
4 **APPLAUSE**

5 TOMMY DUNN: We're going to  
6 move on now to 2(b), and this will be, 2024-013.

7 Councilman Cindy Wilson. Ms. Wilson.

8 CINDY WILSON: Thank you, Mr.  
9 Chairman. This is a Resolution to honor and recognize  
10 Celina Weems and Thomas Watson for their award-winning  
11 work in preserving and transforming the Historic Pelzer  
12 Presbyterian Church into Lebbby St. Wedding Chapel &  
13 Events; and other matters related thereto.

14 Whereas when Celina Weems and Thomas Watson  
15 purchased the Pelzer Presbyterian Church in 2020, which  
16 had been sitting vacant for years and was in a state of  
17 disrepair, they set about with determination and  
18 resourcefulness to revitalize this historic landmark  
19 built by Captain Smyth and Pelzer Mill in 1896, the  
20 only original church left standing in Pelzer, "to  
21 restore this church to its glory, to something Pelzer  
22 could be proud of," and

23 Whereas since 1995, the South Carolina Department  
24 of Archives and History, Preservation South Carolina,  
25 and the Office of the Governor have recognized  
26 exceptional accomplishments in the preservation,  
27 rehabilitation, and interpretation of our architectural  
28 and cultural heritage with a series of statewide  
29 awards; and

30 Whereas even without outside funding, Weems and  
31 Watson successfully navigated myriad logistical and  
32 practical challenges to rehabilitate and preserve the  
33 Church, culminating in their receiving the 2023  
34 Preservation Honor Award from the Governor of South  
35 Carolina for their extraordinary, distinguished  
36 restoration work; and

37 Now, therefore, be it resolved, in a meeting duly  
38 assembled this nineteenth day of March 2024, that the  
39 Anderson County Council congratulates Celina Weems and  
40 Thomas Watson on their statewide recognition and thanks  
41 them for their tireless work in preserving an Anderson  
42 County landmark for future generations.

43 May I put that in the form of a motion?

44 JIMMY DAVIS: Second.

45 TOMMY DUNN: Have a motion  
46 by Councilman Wilson and second by Councilman Davis.  
47 Any discussion? Ms. Wilson.

48 CINDY WILSON: May I? Pelzer  
49 has gone through the rock bottom and hard times from  
50 being a mill town supported by the mill and falling on

1 its hard luck. But the most amazing thing is the  
 2 people over in Pelzer and new people who have come in  
 3 and seen the incredible potential.

4 So we're very thankful for both of you for doing  
 5 what you did for the church. And it will be a major  
 6 focal point for the continued restoration and progress  
 7 for Pelzer.

8 TOMMY DUNN: Thank you, Ms.  
 9 Wilson. Anyone else?

10 JIMMY DAVIS: Mr. Chair, if I  
 11 may?

12 TOMMY DUNN: Mr. Davis.

13 JIMMY DAVIS: I just want to  
 14 congratulate you and thank you. I travel through there  
 15 quite frequently myself and it's good to see the work  
 16 that you've done there. And I appreciate it. And  
 17 you've certainly added to the resiliency of that little  
 18 small town of Pelzer. And I appreciate it personally.  
 19 Thank you.

20 TOMMY DUNN: Thank you.

21 All in favor of the motion show of hands. All  
 22 opposed like sign. Show the motion carries  
 23 unanimously.

24 Ms. Wilson.

25 CINDY WILSON: May we have  
 26 everyone down front.

#### 27 PRESENTATION OF RESOLUTION

#### 28 APPLAUSE

29 TOMMY DUNN: At this time we  
 30 don't know what -- if there's been a miscommunication  
 31 or they're having trouble getting here. But the  
 32 basketball team from Powdersville is not here. And we  
 33 want to make sure to give them every opportunity.

34 Mr. Davis has asked that this be pulled, so it'll  
 35 be pulled and redone at another Council meeting when he  
 36 can find out what's going on.

37 Appreciate all of y'all. We're adjourn at this  
 38 time and we'll start back our regular Council meeting  
 39 at 6:30.

#### 40 TEMPORARILY OFF THE RECORD

41 TOMMY DUNN: We're going to  
 42 call our special presentation meeting of March 19th  
 43 back in session. These folks come all the way from  
 44 Powdersville and we want to make sure we have an  
 45 opportunity to recognized them.

46 At this time we're going to go to item number 2(c),  
 47 2024-014, Councilman Jimmy Davis. Councilman Davis.

48 JIMMY DAVIS: Thank you, Mr.  
 49 Chair.

50 This is Resolution 2024-014, a Resolution

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1 congratulating the Powdersville High School boys  
2 basketball team on winning the Class AAA State  
3 Championship for the first time in school history; and  
4 other matters related thereto.

5 Whereas Powdersville High School is a collaborative  
6 learning community committed to graduating students  
7 empowered to be lifelong learners who reach their  
8 highest potential and embody The PATRIOT Way –  
9 Perseverant, Altruistic, Tactful, Reflective, Involved,  
10 Optimistic, Team-Oriented; and

11 Whereas on March 2nd, the Powdersville High School  
12 Boys Basketball Team played Darlington High School for  
13 the Class AAA state championship in Florence, leading  
14 Darlington from start to finish and winning by a final  
15 score of 53-47; and

16 Whereas Coach Austin Anderson told media following  
17 the game, "We were leading the whole game, but it never  
18 felt comfortable. We did a good job of holding them  
19 off at the end. I think we were just going to do  
20 whatever it took to win;" and

21 Whereas down the stretch Caden Kreeger and Hayden  
22 Asseman made crucial baskets and Quan Burton hit two  
23 clutch free throws to secure the win with Jaleel McGee  
24 totaling 18 points to lead the Patriots with Asseman  
25 adding 12 points and 11 rebounds in a physical,  
26 passionate performance that will not be soon forgotten  
27 in the hallways of Powdersville High School and  
28 beyond;

29 Now, therefore, be it resolved this nineteenth day  
30 of March 2024, in a meeting duly assembled, that the  
31 Anderson County Council hereby recognizes the players,  
32 coaches, and parents of the Powdersville High School  
33 Boys Basketball Team, as well as the wider Powdersville  
34 community, for their athletic achievements and  
35 beginning such positive state-wide recognition to our  
36 community. Go Patriots!

37 Mr. Chairman, I make that in the form of a motion.

38 BRET SANDERS: Second.

39 TOMMY DUNN: Have a motion

40 and second by Mr. Sanders. Any discussion?

41 JIMMY DAVIS: Mr. Chairman,

42 if I may?

43 TOMMY DUNN: Yes, sir.

44 JIMMY DAVIS: I just want to  
45 congratulate you, Coach Anderson, and you gentlemen  
46 that played so hard. I wasn't able to be there in  
47 person, but I watched every minute of it. And I'm very  
48 proud of you. I'm a Wren graduate because there wasn't  
49 a Powdersville back when I was in school, but I am so  
50 proud of you, and I thank all of you for all your hard

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1 work, because you put the hard work in. I thank your  
 2 parents and the coaches and the staff and all the  
 3 education board in Anderson School District 1. I'm  
 4 glad you made it down here. It's a long way from  
 5 Powdersville, I know, but this is an important night  
 6 for us to recognize you and all your accomplishments.

7 Thank you, Mr. Chair.

8 TOMMY DUNN: Okay. Anyone  
 9 else?

10 BRETT SANDERS: Mr. Chair?

11 TOMMY DUNN: Councilman

12 Sanders.

13 BRETT SANDERS: I would also  
 14 like to congratulate the team, the coaches and the  
 15 staff and the families. It's a lot of work and we all  
 16 know that has played sports, the sacrifice it takes to  
 17 do it. We appreciate you guys. I'm just amazed that  
 18 Anderson County, with all the champions we've got here.  
 19 I mean it's ...

20 So we appreciate you guys representing Anderson  
 21 County well. Thank you.

22 TOMMY DUNN: Anyone else?

23 I also want to say congratulations. I know it's a  
 24 lot of hard work. Appreciate y'all representing  
 25 Anderson County. Thank y'all, again. Congratulations.

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

29 Y'all step on up.

30 **APPLAUSE**

31 **PRESENTATION OF RESOLUTION**

32 **APPLAUSE**

33 TOMMY DUNN: That will  
 34 conclude this part of the Council meeting. We'll  
 35 reconvene here at 6:30 to start our regular Council  
 36 meeting.

37

38 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:12 P.M.)**

State of South Carolina    )  
County of           Anderson    )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
MARCH 19, 2024

IN ATTENDANCE:  
TOMMY DUNN, CHAIRMAN  
BRETT SANDERS  
JIMMY DAVIS  
CINDY WILSON

ALSO PRESENT:  
LEON HARMON  
RENEE WATTS

1 TOMMY DUNN: ... our regular  
2 County Council meeting of March 19 to order. I'd like  
3 to welcome each and every one of y'all here, and thank  
4 y'all for coming tonight.

5 First order of business will be our invocation and  
6 pledge of allegiance. I'll ask us to all rise, please,  
7 and ask Councilman Sanders to lead us.

8 BRETT SANDERS: Thank you, Mr.  
9 Chairman. Let's bow our heads.

10 **INVOCATION AND PLEDGE OF ALLEGIANCE BY BRETT SANDERS**

11 TOMMY DUNN: Before we get  
12 started, going to have just a little bit of  
13 housekeeping business. Councilman John Wright is out  
14 of town. Councilman Glenn Davis is out of town. And  
15 Councilman Greg Elgin is out of town. He's in  
16 schooling, I believe. I think the other two, one is on  
17 business and the other one is on vacation. So we'll  
18 keep them in our thoughts and prayers, and hope they  
19 have safe travels and return home safely.

20 At this time I'll ask if there are any corrections  
21 to be made to the February 6, 2024 minutes? Do we have  
22 a motion to move them forward?

23 CINDY WILSON: ... the minutes  
24 of February 6, 2024.

25 TOMMY DUNN: Ms. Wilson  
26 makes a motion to accept as presented. Do we have a  
27 second?

28 BRETT SANDERS: Second.

29 TOMMY DUNN: Second by  
30 Councilman Sanders. All in favor of the motion show of  
31 hands. All opposed like sign. Show the motion carries  
32 unanimously.

33 We have not received the minutes of February 20th  
34 or March 5th.

35 Moving on to citizens' comments. At this time when  
36 Mr. Harmon calls your name, please step forward, state  
37 your name and district you live in, for the record. If  
38 you don't know your district, your street will be fine.  
39 Do it for the record. You have three minutes on agenda  
40 items only. And please address the chair. Mr. Harmon.

41 LEON HARMON: Mr. Chairman,  
42 no one is signed up to speak.

43 TOMMY DUNN: Thank you, Mr.  
44 Harmon.

45 We're going to move on now to item number 5(a),  
46 Ordinance third reading, 2024-005, an Ordinance to  
47 lease real property to Hope Missions of the Upstate;  
48 and other matters related thereto.

49 This will be a public hearing. Anyone wishing to  
50 speak to this matter, please step forward, state your

1 name, your district or street you live on. You have  
 2 three minutes. And please address the chair, please.  
 3 Public hearing.

4 DAVE PHILLIPS: Thank you, Mr.  
 5 Chairman. I appreciate that. I'm Dave Phillips. I'm  
 6 the Executive Director, CEO, of Hope Missions of the  
 7 Upstate. My wife and I live in District 2.

8 I just wanted to thank this County Council, once  
 9 again, for their incredible support for what we do.  
 10 Hope Missions of the Upstate provides hope and healing  
 11 to our community by meeting basic needs, while looking  
 12 for specific opportunities to improve individual  
 13 circumstances. We seek to feed the hungry, provide  
 14 clothing and shelter and power and equip, by showing  
 15 each the love of Christ. And we do so in a number of  
 16 ways. One is we have a homeless prevention program.  
 17 Last year we were able to find housing for 142 people.  
 18 We were able to provide breakfast for something like  
 19 31,000 people last year out of the building that you  
 20 guys are allowing us to operate. So I can't tell you  
 21 how much we appreciate that.

22 As a warming center, we were up at 2:00 this  
 23 morning because it was cold this morning. And you  
 24 know, we had folks there; we had about 30 folks there  
 25 this morning. Throughout the 48 warming center  
 26 operations that we've had, 2,128 bed spaces have been  
 27 provided; 243 unique individuals have been served.  
 28 That's 243 people that got out of the cold for a night  
 29 at the warning center. We saw as young as 12 years old  
 30 and as old as 82 years old, with an average age of 44,  
 31 going through the warming center.

32 We thank you very much for your support and we'll  
 33 continue to do our very best to honor everything that  
 34 you guys have done for us. Thank you.

35 TOMMY DUNN: Thank you.  
 36 Anyone else? Seeing and hearing none, the public  
 37 hearing will be closed. Do we have a motion to move  
 38 this forward?

39 CINDY WILSON: So moved.

40 BRETT SANDERS: So moved.

41 TOMMY DUNN: Motion Ms.

42 Wilson; second by Councilman Sanders. I open the floor  
 43 up for discussion.

44 CINDY WILSON: May I quickly?

45 JIMMY DAVIS: Mr. Chair, if I  
 46 may?

47 TOMMY DUNN: Ms. Wilson, and  
 48 we'll go on down. Ms. Wilson.

49 CINDY WILSON: Thank y'all for  
 50 this mission work. It is so desperately needed and



1 it's very obvious it's needed more and more. Thank  
2 you.

3 TOMMY DUNN: Thank you. Mr.  
4 Sanders.

5 BRETT SANDERS: Just like to  
6 also say thank you and appreciate you guys doing God's  
7 work. Thank you very much.

8 TOMMY DUNN: Anyone else?  
9 JIMMY DAVIS: Mr. Chairman.  
10 TOMMY DUNN: Mr. Davis.  
11 JIMMY DAVIS: I just want to  
12 echo their thanks to you and our gratitude for all that  
13 you do for Anderson County. You truly are the hands  
14 and feet of Christ and we appreciate all that you do.  
15 Thank you, Mr. Chair.

16 TOMMY DUNN: Thank you.

17 I also want to echo and appreciate what you and  
18 your wife and your whole organization does. I see on  
19 TV you've got a great cook now. I think her name is  
20 Ms. Honey. Does a great thing, what all y'all do. And  
21 I want to say y'all are definitely part of the solution  
22 and not the problem. And I want to thank y'all for  
23 what y'all do here for Anderson County and the  
24 citizens. I know Mr. Burns and them have talked about  
25 putting a meeting together here for some non-profits to  
26 let everybody get together here very shortly and hope  
27 y'all participate in that.

28 Our goal is to make sure everybody knows what  
29 everybody else is doing and we ain't duplicating and  
30 trying to get people in the right thing. Had a lady  
31 call me today about needing some help and Mr. Burns is  
32 working on that. I appreciate what all y'all do.

33 RUSTY BURNS: That meeting is  
34 next week, Mr. Chairman.

35 TOMMY DUNN: Next week.  
36 Thank y'all.

37 All in favor of the motion show of hands. All  
38 opposed like sign. Show the motion carries  
39 unanimously.

40 We're going to move on now to item number 5(b),  
41 2024-011, an Ordinance finding that Homeland Park Water  
42 District, South Carolina, may issue not exceeding  
43 \$1,250,000 of general obligation bonds in one or more  
44 series; to authorize Homeland Park Water Commission  
45 to issue such bonds and to provide for the publication  
46 of notice of the said finding authorization; and other  
47 matters related thereto.

48 This will be a public hearing. I just want to  
49 state, this is just a thing we have to do for the law  
50 for them to get that thing. We're not raising nobody's

1 water rates. We don't have nothing to do with it.  
 2 We're just doing this to help them where they can  
 3 improve their water system. And they've got a water  
 4 board down there that this was voted on and asked to do  
 5 this. And so we'll have a public hearing on this now.

6 Anyone wishing to speak to this, please step  
 7 forward and state your name and district and address  
 8 the chair, please. You've got three minutes. Anyone  
 9 at all? Seeing and hearing none, the public hearing  
 10 will be closed. Do we have a motion to move this  
 11 forward?

12 BRETT SANDERS: So moved.

13 CINDY WILSON: So moved.

14 TOMMY DUNN: Motion Mr.

15 Sanders; and second Ms. Wilson. Open the floor up for  
 16 discussion. Seeing and hearing none, all in favor of  
 17 the motion show of hands. All opposed like sign. Show  
 18 the motion carries unanimously.

19 We're going to move on now to item number 6(a),  
 20 2024-012, an Ordinance authorizing (1) The Execution  
 21 and delivery of a first amendment to an existing fee in  
 22 lieu of tax and incentive agreement by and between  
 23 Anderson County, South Carolina, and a company  
 24 presently identified as Project Blue Starr, to effect  
 25 certain modifications thereto with respect to certain  
 26 property now or to be hereafter located in the county;  
 27 and (2) other matters relating thereto. Again, this is  
 28 Project Blue Star. Before we ask for a motion, I'm  
 29 going to ask Mr. Nelson if he'll say a few words.

30 BURRISS NELSON: Mr. Chairman,  
 31 members of Council, thank you. This project is a \$56  
 32 million dollar project. Expansion of one of our  
 33 existing companies. Creating 51 jobs. New annual  
 34 payroll at \$31.50 an hour, new annual payroll  
 35 \$3,200,000. Community impact, first year \$6.7 million  
 36 dollars; and over 30 years, \$186 million.

37 Thank you, Mr. Chairman.

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

40 CINDY WILSON: So moved.

41 TOMMY DUNN: Motion Ms.

42 Wilson. Do we have a second?

43 BRETT SANDERS: Second.

44 TOMMY DUNN: Second by

45 Councilman Sanders. Open the floor up for discussion.

46 I just want to say, Mr. Nelson, appreciate what all  
 47 you and your team is doing. Y'all really just keep  
 48 raising the bar, raising the bar, raising the bar, and  
 49 I know we've got some other things in the works. We  
 50 appreciate y'all. (Noise on audio) I talked the other

1 day about having a diverse economy. You've been  
 2 through it (Noise) so if we have a slow-down, we'll  
 3 keep going I hope.

4 BURRISS NELSON: I certainly  
 5 agree with that. We couldn't do any of this without  
 6 your support. Thank you so much.

7 TOMMY DUNN: Thank y'all.  
 8 Any discussion? Did we have a motion?

9 BRETT SANDERS: Yes, sir.  
 10 TOMMY DUNN: And second.  
 11 All in favor of the motion show of hands. All opposed  
 12 like sign. Show the motion carries unanimously.  
 13 Thank you.

14 Moving on now to Ordinance first reading and  
 15 Resolutions. There are none.

16 We're going to go to number 9(a), change orders and  
 17 bid approval. This is bid number 24-022 Anderson  
 18 County Transportation Committee, numbers 135, 136, and  
 19 138. Mr. Burns.

20 RUSTY BURNS: Mr. Chairman,  
 21 we received a bid (inaudible).

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

24 CINDY WILSON: So moved.  
 25 BRETT SANDERS: So moved.  
 26 TOMMY DUNN: Motion Ms.  
 27 Wilson; second by Councilman Sanders. Any discussion?

28 CINDY WILSON: May I?  
 29 TOMMY DUNN: Ms. Wilson.  
 30 CINDY WILSON: I just want to  
 31 thank everyone for the roads and streets that are going  
 32 to be covered in Williamston and Pelzer. Those roads  
 33 and streets are in dire straits. And these are towns  
 34 that are working really hard to really do well. So we  
 35 appreciate it. Thank you.

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

40 We're going to move on to item number 10, road  
 41 acceptance into the county inventory. This will be in  
 42 District 7. This is Parkview Glen Subdivision, Phases  
 43 II, III, IV in District 7, Walking Stick Way, Red Canoe  
 44 Lane and Water Gap Drive. Do we have a motion to move  
 45 this forward?

46 CINDY WILSON: So moved.  
 47 TOMMY DUNN: Motion Ms.  
 48 Wilson. Do we have a second?

49 BRETT SANDERS: Second.  
 50 TOMMY DUNN: Second by

1 Councilman Sanders. Any discussion?  
2 CINDY WILSON: May I?  
3 TOMMY DUNN: Ms. Wilson.  
4 CINDY WILSON: This was put on  
5 hold because there were problems. And the developer  
6 had basically had to go into the bond funding to get  
7 the road done. I went out and drove the roads and  
8 they're in good shape. So thank you.  
9 TOMMY DUNN: Thank you.  
10 All in favor of the motion show of hands. All  
11 opposed like sign. Show the motion carries  
12 unanimously.  
13 We're going to move on to item number 11, requests  
14 by Council members. Councilman Davis.  
15 JIMMY DAVIS: Thank you, Mr.  
16 Chair. From the District 6 special appropriations  
17 account, I'd like to appropriate \$250 to the Anderson  
18 Area Clemson Club. I make that in the form of a  
19 motion.  
20 CINDY WILSON: Second.  
21 TOMMY DUNN: Have a motion  
22 by Mr. Sanders -- I mean Mr. Davis; and second by Ms.  
23 Wilson. Any discussion? All in favor of the motion  
24 show of hands. All opposed like sign. Show the motion  
25 carries unanimously.  
26 Moving on to Ms. Wilson.  
27 CINDY WILSON: Oh, thank you.  
28 District 7 would like to appropriate \$250 also to the  
29 Anderson Area Clemson Club for their program.  
30 TOMMY DUNN: We have a  
31 motion by Ms. Wilson. Have a second?  
32 JIMMY DAVIS: Second.  
33 TOMMY DUNN: Second by  
34 Councilman Davis. Any discussion? All in favor of the  
35 motion show of hands. All opposed like sign. Show the  
36 motion carries unanimously.  
37 If it's all right with Mr. Sanders -- I don't want  
38 to speak for him -- I make a motion that me, him and  
39 Councilman Glenn Davis -- they asked for \$1500. So  
40 we've got \$500 -- for us to split the remainder of it  
41 three ways.  
42 BRETT SANDERS: That sounds  
43 fine.  
44 TOMMY DUNN: You make a  
45 second?  
46 BRETT SANDERS: Second.  
47 \$333.33?  
48 TOMMY DUNN: I'll do the  
49 \$.33 and you do the \$.34. All in favor of the motion  
50 show of hands.

1 CINDY WILSON: Second.  
2 TOMMY DUNN: Ms. Wilson  
3 seconds that. All opposed like sign. Show the motion  
4 carries unanimously.  
5 Anything else?  
6 We're going to move on to Administrator's report.  
7 I'm sorry, we've got one more thing to do here.  
8 We've got to do the International Network of Michelin  
9 Cities. Mr. Burns.  
10 RUSTY BURNS: Mr. Chairman,  
11 this is the first time that this event has been held in  
12 the United States. It is being sponsored by the South  
13 Carolina Department of Commerce to the tune of a half  
14 million dollars. I'd like to thank Senator Cash and  
15 Senator Gambrell for getting that money. The city of  
16 Anderson will be spending \$300,000 and request  
17 permission to use \$40,000 from accommodations tax fund,  
18 not regular tax fund. People from all over the world  
19 will be coming to Anderson and spending a week. We  
20 will be hosting several of those events. Council will  
21 be getting invitations to those events. And this is  
22 going to be an international spotlight on Anderson  
23 County for a good solid week.  
24 TOMMY DUNN: Do we have a  
25 motion?  
26 JIMMY DAVIS: So moved.  
27 CINDY WILSON: Second.  
28 BRETT SANDERS: Second.  
29 TOMMY DUNN: Motion by Mr.  
30 Jimmy Davis; second Ms. Wilson. Open the floor up for  
31 discussion. I just want to say, this is a good thing.  
32 We would be remiss if we didn't do this, especially  
33 being by the State Economic Board. We wouldn't look  
34 good with all they've done for us in the past and still  
35 do good for us and shine the light. And I appreciate  
36 what all Mr. Burns and his team is doing to help put  
37 this together.  
38 All in favor of the motion show of hands. All  
39 opposed like sign. Show the motion carries  
40 unanimously.  
41 Moving on now to item number 13, citizens' cements.  
42 Are there any, Mr. Harmon?  
43 LEON HARMON: Mr. Chairman,  
44 no one is signed up.  
45 BRETT SANDERS: I thought we  
46 had some budget transfers from the Administrator's  
47 report we skipped.  
48 TOMMY DUNN: Okay.  
49 Administrator's report, number 12, I'm sorry. I didn't  
50 know we had any -- I jumped back and forth. You good?

1                   RUSTY BURNS:                   Yes, sir, we're  
2 good.

3                   TOMMY DUNN:                   Citizens'  
4 comments, there are none.

5                   Remarks from Council members. Ms. Wilson.

6                   CINDY WILSON:                   Oh, thank you,  
7 Mr. Chairman. We're such a blessed county to have so  
8 many incredible people and the wonderful logistics we  
9 have and the wonderful natural resources. I greatly  
10 appreciate serving folks here. Thank you.

11                  TOMMY DUNN:                   Thank you, Ms.  
12 Wilson. Moving on to Councilman Sanders.

13                  BRETT SANDERS:                  Thank you, Mr.  
14 Chairman. I just wanted to let Council know, I know we  
15 heard from the Soil and Water Conservation District  
16 last Council meeting or the meeting before that. I  
17 don't know if anyone else does, but I get the South  
18 Carolina Wildlife Magazine, and our Soil and Water  
19 Conservation received Outstanding Conservation District  
20 Award in April of 2023 -- in March and April of 2023 in  
21 the South Carolina Wildlife Magazine, so I wanted to  
22 just acknowledge that.

23                  And I also wanted to just say, you know, Hope  
24 Missions, I appreciate what you guys are doing.  
25 Chairman Dunn and I had the opportunity to tour the  
26 Haven of Rest Ministries, and that's another phenomenal  
27 group that is spreading God's word and helping people.  
28 So I just wanted to let the other Council members know  
29 if they reach out and you get the opportunity, it's  
30 well worth your time. Thank you, sir.

31                  TOMMY DUNN:                   Thank you.  
32 Councilman Jimmy Davis.

33                  JIMMY DAVIS:                   Nothing at this  
34 time, sir.

35                  TOMMY DUNN:                   Thank you.  
36 I just want to appreciate everybody's time.  
37 Appreciate everybody coming out tonight. I appreciate  
38 the Council members. We've got a lot of work ahead of  
39 us. And I appreciate it. I know we're all up to the  
40 task.

41                  Mr. Burns, on the conversation me and you had today  
42 and I see people out here working right now, still  
43 working in this beautiful weather on the roof and  
44 protecting this building. That might be something --  
45 me and you had a conversation today, a lot people  
46 wanting these tiles and how it's going to be. That  
47 might be something you ought to put on the TV and get  
48 the word out how they're going to be disposed of.  
49 Might save you some phone calls and me, too, and it  
50 might ---

1                   RUSTY BURNS:                   We had a  
2 gentleman offer to buy them all today.  
3                   TOMMY DUNN:                   That's what I  
4 heard.  
5           Thank y'all very much. Appreciate you.  
6  
7

**(MEETING ADJOURNED AT 6:46 P.M.)**

**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 16th day of April, 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:**

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Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: February 6, 2024

2<sup>nd</sup> Reading: February 20, 2024

3<sup>rd</sup> Reading: April 16, 2024

Public Hearing: April 16, 2024

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



**ANDERSON COUNTY  
ORDINANCE NO. 2024-012**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO AN EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, AND MICHELIN NORTH AMERICA, INC., A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT BLUE STARR, TO EFFECT CERTAIN MODIFICATIONS THERETO WITH RESPECT TO CERTAIN PROPERTY NOW OR TO BE HEREAFTER LOCATED IN THE COUNTY; AND (2) OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code, and in order to promote the economic development of the County and surrounding areas by inducing investors to locate and/or expand industrial and commercial properties (“Economic Development Property”) within the County, thereby expanding the tax base in the County and creating jobs for its citizens: (i) to enter into agreements with such investors pursuant to which such investors will make negotiated fee in lieu of *ad valorem* tax (“Negotiated FILOT”) payments with respect to such Economic Development Property; (ii) to permit investors to claim special source revenue credits against their Negotiated FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, in connection with the expansion of certain facilities in the County, pursuant to an Ordinance duly enacted by the Council on February 21, 2012, the County and Michelin North America, Inc., a corporation organized and existing under the laws of the state of New York, and previously identified as Project Blue Starr (the “Company”), entered into that certain Fee in Lieu of Tax and Incentive Agreement, dated as of February 21, 2012 (the “FILOT Agreement”), whereby the County agreed to provide, amongst other things, certain Negotiated FILOT (as defined in the FILOT Agreement) and Special Source Credits benefits with respect to certain real and/or persona property now or to be hereafter located in the County, all as set forth in greater detail therein (as further defined therein, the “Expansion Project”); and

WHEREAS, the Company, acting for itself, one or more affiliates or other project sponsors proposes to invest in, or cause others to invest in, the further expansion of the Expansion Project at one or more locations in the County, (collectively, the “Additional Expansion Project”) and anticipates that, should its plan proceed as expected, it will invest at least \$56,280,000, in the aggregate, in the Additional Expansion Project, and will create approximately 51 new, full-time jobs in the County at the Expansion Project; and

WHEREAS, in consideration of such additional investment in the County by the Company, and in accordance with the FILOT Act, the County has determined to approve certain modifications to the FILOT Agreement, the specific terms and conditions of which are set forth in a First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between the County and the Company (the “First Amendment”), the form of which is presented to this meeting, and which is to be dated as of April 16, 2024, or such other date as the parties thereto may agree; and

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

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

Section 1. The form, provisions, terms, and conditions of the First Amendment presented to this meeting and filed with the Clerk to Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the First Amendment was set out in this Ordinance in its entirety. The Chairman of the Council and/or the County Administrator are hereby authorized, empowered, and directed to execute, acknowledge and deliver the First Amendment in the name and on behalf of the County, and the Clerk to Council is hereby authorized and directed to attest the same, and thereupon to cause the First Amendment to be delivered to the Company and cause a copy of the same to be delivered to the County Auditor, Assessor and Treasurer. The First Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the First Amendment now before this meeting.

Section 2. The Chairman of the Council, the County Administrator and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the execution and delivery of the First Amendment and the performance of all obligations of the County under and pursuant thereto.

Section 3. The provisions of this Ordinance are hereby declared to be separable and if any section, phase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phases, and provisions hereunder.

Section 4. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.

[End of Ordinance]

Enacted and approved, in meeting duly assembled, this 16 day of April, 2024.

ANDERSON COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

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

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

First Reading:        March 5, 2024  
Second Reading:     March 19, 2024  
Public Hearing:        April 16, 2024  
Third Reading:        April 16, 2024

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk of the County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, correct and verbatim copy of an ordinance, which was duly adopted by the County Council at its meeting held on April 16, 2024, at which meeting a quorum of members of the County Council were at all times present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

**WITNESS MY HAND** this \_\_\_\_\_ day of \_\_\_\_\_, 2024

---

Renee Watts, Clerk to Council  
Anderson County, South Carolina

**FIRST AMENDMENT TO  
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

**by and between**

**ANDERSON COUNTY, SOUTH CAROLINA,**

**and**

**MICHELIN NORTH AMERICA, INC.**

**Dated as of April 16, 2024**

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**This First Amendment pertains to that certain Fee in Lieu of Tax and Incentive Agreement dated as of February 21, 2012 by and among Anderson County, South Carolina, and Michelin North America, Inc., a company previously identified as Project Blue Starr.**



## FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FIRST AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (the “First Amendment”), dated as of April 16, 2024 (the “Effective Date”), by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and **MICHELIN NORTH AMERICA, INC**, a corporation organized and existing under the laws of the state of New York and previously identified as **PROJECT BLUE STARR**, (the “Company”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (the “Code”), particularly Title 12, Chapter 44 thereof (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code, and in order to promote the economic development of the County and surrounding areas by inducing investors to locate and/or expand industrial and commercial properties (“Economic Development Property”) within the County, thereby expanding the tax base in the County and creating jobs for its citizens: (i) to enter into agreements with such investors pursuant to which such investors will make negotiated fee in lieu of *ad valorem* tax (“Negotiated FILOT”) payments with respect to such Economic Development Property; (ii) to permit investors to claim special source revenue credits against their Negotiated FILOT payments (“Special Source Credits”) to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, in connection with the expansion of certain facilities in the County, and pursuant to an Ordinance duly enacted by the Council on February 21, 2012, the County and the Company, entered into that certain Fee in Lieu of Tax and Incentive Agreement dated as of February 21, 2012 (the “FILOT Agreement”), whereby the County agreed to provide, amongst other things, certain Negotiated FILOT and Special Source Credits benefits to the Company with respect to certain real and/or personal property now or to be hereafter located in the County, as set forth therein (as further defined therein, the “Expansion Project”); and

WHEREAS, the Company, acting for itself, one or more affiliates or other project sponsors (the “Company”) proposes to invest in, or cause others to invest in, the further expansion of the Expansion Project at one or more locations in the County, (collectively, the “Additional Expansion Project”) and anticipates that, should its plan proceed as expected, it will invest at least \$56,280,000, in the aggregate, in the Additional Expansion Project, and will create approximately 51 new, full-time jobs in the County at the Expansion Project; and

WHEREAS, in consideration of such additional investment in the Expansion Project by the Company, and in accordance with Sections 12-44-40(K) of the Negotiated FILOT Act, respectively, the County has determined to approve certain modifications to the FILOT Agreement, all as evidenced, memorialized, ratified, and detailed more particularly herein; and

WHEREAS, the Council authorized the modifications to the FILOT Agreement referenced above and set forth in this First Amendment, and authorized the execution and delivery of this First Amendment, pursuant to Ordinance No. 2024-012 duly enacted by the Council on April 16, 2024.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference and other lawful consideration, and respective representations and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

Section 1. Definitions. Defined terms utilized herein and not otherwise defined herein shall have the meanings ascribed to them in the FILOT Agreement.

Section 2. Amendment of FILOT Agreement. The FILOT Agreement is hereby amended as follows:

(a) Section 1.01 is hereby amended as follows:

- i. The definition of “Additional Expansion Project” is hereby included and inserted to read as follows:

*“Additional Expansion Project”* shall mean that portion of the Expansion Project placed in service within the portion of the Investment Period comprising the Additional Expansion Project Compliance Period.

- ii. The definition of “Additional Expansion Project Compliance Period” is hereby included and inserted to read as follows:

*“Additional Expansion Project Compliance Period”* shall mean that portion of the Investment Period commencing on January 1, 2023 and ending at the end of the Investment Period, which such end date the County and Company agree and acknowledge to be December 31, 2027.

- iii. The definition of “Additional Expansion Project Investment Requirement” is hereby included and inserted to read as follows:

*“Additional Expansion Project Investment Requirement”* shall mean investment in the Additional Expansion Project, within the Additional Expansion Project Compliance Period, by the Company and any other Sponsors or Sponsor Affiliates, in the aggregate, of at least \$56,280,000 (without regard to depreciation or other diminution in value).

- iv. The definition of “Additional Expansion Project Jobs Requirement” is hereby included and inserted to read as follows:

*“Additional Expansion Project Jobs Requirement”* shall mean the creation at the Expansion Project of at least 51 new, full-time jobs by the Company and any other Sponsors or Sponsor Affiliates, in the aggregate, within a

period commencing on January 1, 2024 and ending at the end of the Additional Expansion Project Compliance Period.

v. The definition of “Agreement” is hereby amended to read as follows:

“*Agreement*” shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended, as permitted herein, including, without limitation, as amended by that certain First Amendment to Fee in Lieu of Tax and Incentive Agreement by and between the County and the Company dated as of April 16, 2024.

(b) Section 3.02(a)(i) is hereby amended to read as follows:

(a) As an additional incentive to induce the Company to locate the Expansion Project in the County, and as reimbursement for investment in Special Source Improvements and subject to the requirements of the Special Source Act, the County does hereby agree that the Company and each other Sponsor or Sponsor Affiliate (each a “Credit Eligible Entity”) shall each be entitled to claim and receive, and the County shall provide, Special Source Credits against each annual Negotiated FILOT Payment due hereunder from each Credit Eligible Entity with respect to the Expansion Project, as follows:

(i) Upon satisfaction, within the Investment Period, of each investment threshold, and within the period commencing on January 1, 2012 and ending at the end of the Investment Period, of each corresponding new, full-time job creation threshold, set forth below, and subject to the provisions of **Sections 3.02(b)** through **(d)** hereof, Special Source Credits in the corresponding percentage amounts set forth below:

(1) With respect to each Negotiated FILOT Payment beginning with the initial Negotiated FILOT Payment due hereunder and continuing through and including the Negotiated FILOT Payment due with respect to tax year 2023 (*i.e.*, Negotiated FILOT Payment due for Expansion Project property placed in service as of the end of the Property Tax Year ending on December 31, 2022 to be paid on or about January 15, 2024), and commencing with the Negotiated FILOT Payment due during such payment period with respect to Expansion Project property placed in service as of the end of the first Property Tax Year in which such investment and job creation threshold has been satisfied:

<u>Special Source Credits Tier</u>	<u>Investment Thresholds</u> (without regard to depreciation, assessment or other diminution in value)	<u>Job Creation Thresholds</u> (created in the County)	<u>Percentage of Negotiated FILOT Payments Provided as Special Source Credits</u>
Tier 1	\$150,000,000 - \$500,000,000	125	47%
Tier 2	\$500,000,001 - \$750,000,000	300	57%
Tier 3	\$750,000,001 - \$1,000,000,000	300	62%
Tier 4	\$1,000,000,001 and above	300	67%

(2) With respect to each Negotiated FILOT Payment beginning with the Negotiated FILOT Payment due with respect to tax year 2024 (*i.e.*, Negotiated FILOT Payment due for Expansion Project property placed in service as of the end of the Property Tax Year ending on December 31, 2023 to be paid on or about January 15, 2025) and continuing through the remainder of the Negotiated FILOT Payments due hereunder, and commencing with the Negotiated FILOT Payments due during such payment period with respect to Expansion Project property placed in service as of the end of the first Property Tax Year in which such investment and job creation threshold has been satisfied:

<u>Special Source Credits Tier</u>	<u>Investment Thresholds</u> (without regard to depreciation, assessment or other diminution in value)	<u>Job Creation Thresholds</u> (created in the County)	<u>Percentage of Negotiated FILOT Payments Provided as Special Source Credits</u>
Tier 1	\$150,000,000 - \$500,000,000	125	55%
Tier 2	\$500,000,001 - \$750,000,000	300	65%
Tier 3	\$750,000,001 - \$1,000,000,000	300	70%
Tier 4	\$1,000,000,001 and above	300	75%

Provided, however, that should either the Additional Expansion Project

Investment Requirement or the Additional Expansion Project Jobs Requirement not be satisfied by the end of the Additional Expansion Project Compliance Period, the applicable Special Source Credits percentages set forth in the table above in **Section 3.02(a)(i)(2)** hereof shall be automatically modified to be equal to the Special Source Credits percentages set forth in the table above in **Section 3.02(a)(i)(1)** hereof, prospectively, commencing with the Negotiated FILOT Payment due with respect to tax year 2028 (*i.e.*, Negotiated FILOT Payment due for Expansion Project property placed in service as of the end of the Property Tax Year ending on December 31, 2027 and to be paid on or about January 15, 2029; provided, further, however, that notwithstanding the immediately foregoing provision, in the event that the new, full-time job level set forth in the Additional Expansion Project Jobs Requirement is satisfied on or before December 31, 2029, the Special Source Credits percentages set forth in the table above in **Section 3.02(a)(i)(2)** hereof shall automatically reapply commencing with the Negotiated FILOT Payment due with respect to the tax year corresponding to the Property Tax Year in which such satisfaction occurs (*e.g.*, if such satisfaction occurs in the Property Tax Year ending December 31, 2028, the Special Source Credits percentages set forth in the table above in **Section 3.02(a)(i)(2)** hereof would automatically reapply commencing with the Negotiated FILOT Payment due with respect to tax year 2029 for Expansion Project property placed in service as of the end of the Property Tax Year ending on December 31, 2028 to be paid on or about January 15, 2029).

(c) Section 9.03(e) is hereby amended to read as follows:

if to the Company:

Michelin North America, Inc.  
Attn: Chief Tax Officer  
One Parkway South  
Greenville, South Carolina 29615  
Phone: 864-359-5260  
Fax: 864-458-5651

with a copy (which shall not constitute notice) to:

Maynard Nexsen PC  
Tushar V. Chikhliker, Esq.  
P.O. Box 2426  
1230 Main Street, Suite 700  
Columbia, South Carolina 29201  
Phone: 803-771-8900  
Fax: 803-253-8277

Section 3.     Remaining Terms and Provisions. Except as expressly amended hereby, the terms and provisions of the FILOT Agreement shall remain unchanged and in full force and effect.

Section 4.     Entire Understanding. The FILOT Agreement, as amended by this First Amendment, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein 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 the FILOT Agreement, as amended by this First Amendment, or in certificates delivered in connection with the execution and delivery hereof.

Section 5.     Severability. In the event that any clause or provision of this First Amendment shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 6.     Multiple Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this First Amendment to Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

**ANDERSON COUNTY, SOUTH CAROLINA**

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

[SEAL]

ATTEST:

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

**MICHELIN NORTH AMERICA, INC.**

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

## **Ordinance #2024-013**

**An Ordinance to amend previously approved IZD amendment for The Springs at Clemson Blvd to reflect a reduction in density as it relates to the address in the Denver Sandy Springs Precinct, Hwy 76, Pendleton. The parcel is further identified as TMS # 65-00-04-013.**

**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 IZD amendment of The Springs of Clemson Blvd Proposed Development Map; and,

**Whereas**, County Council desires to further amend the IZD District for The Springs at Clemson Blvd to reflect a reduction in density from 225 Apartments to 125 Single-Family Attached Townhomes +/- 19.1 acres of TMS #65-00-04-013 described above; and,

**Whereas**, the Anderson County Planning Commission previously approved an IZD amendment on April 11, 2023. The new IZD amendment has held a duly advertised Public Hearing on April 9, 2024, during which it reviewed the proposed IZD amendment to amend The Springs of Clemson Blvd from 225 apartments to 125 Single-Family Attached Townhomes +/- 19.1 acres of TMS #65-00-04-013 described above; and,

**Whereas**, the Anderson County Council has duly advertised and held a Public Hearing on May 7, 2024, regarding said amendment of the Anderson County Official Zoning Map:

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**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 previous IZD amendment to reflect a reduction in the density in the Statement of Intent for The Springs at Clemson Blvd.
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 2024-013

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Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, District #5, Chairman

---

Renee D. Watts  
Clerk to Council

**APPROVED AS TO FORM:**

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Anderson County Attorney

1<sup>st</sup> Reading: April 16, 2024  
2<sup>nd</sup> Reading: May 7, 2024  
3<sup>rd</sup> Reading: May 21, 2024  
Public Hearing: May 7, 2024

RECEIVED  
03/08/24



# Rezoning Application

Anderson County Planning & Development

February 29, 2024  
Date of Submission

\_\_\_\_\_  
Approved/Denied

### Applicant's Information

Applicant Name: L&W Properties, LLC  
Mailing Address: PO Box 1788, Travelers Rest, SC 29690  
Telephone: 864 238 4601  
Email: dwall@obsidianconstruction.com

### Owner's Information (If Different from Applicant)

Owner Name: Idea River, LLC  
Mailing Address: 174 East Main St., Suite 603, 29306  
Telephone: 864 940 3359  
Email: jonathanwalker3@gmail.com

### 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:

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

### Project Information

Property Location: Hwy 76, Pendleton, SC  
Parcel Number(s)/TMS: 650004013  
County Council District: 4 School District: 4  
Total Acreage: 19.1 Current Land Use: Vacant  
Requested Zoning: IZD Current Zoning: IZD  
Purpose of Rezoning: Single Family Townhomes and commercial project with amenities focused on residents

Are there any Private Covenants or Deed Restrictions on the

Yes

No

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

February 29, 2024

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: The property was previously approved for 225 apartment units. Seeking to downsize units to 125 Single Family attached townhomes.

**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 70 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.



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: \_\_\_\_\_

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

**Applicant:** L&W Properties, LLC

**Current Owner:** Idea River, LLC

**Precinct:** Denver Sandy Springs

**Council District:** Four (4)

**TMS#:** 65-00-04-013

**Acreage:** 19.1 +/-

**Current Zoning:** IZD (Innovative Zoning District)

**Requested Zoning:** IZD (Innovative Zoning District) amendment.  
The IZOD district is established to allow flexibility in development that will result in improved design, character, and quality of new developments as well as preserve natural and scenic features of open spaces. The innovative zoning district regulations must encourage innovative site planning for residential, commercial, institutional, or industrial development within the district.

**Surrounding Zoning:** North: I-1 (industrial District)  
South: C-2 (Highway Commercial District)  
East: C-2 (Highway Commercial District) & I-1 (Industrial District)  
West: C-2 (Highway Commercial District)

**Evaluation:** The request is to amend the IZD previously approved for 225 apartments units. The amendment is to downsize units to 125 Single Family attached townhomes.

**Public Outreach:** Staff hereby certifies that the required public notification actions have been completed on March 25, 2024 as follows:

Rezoning notification postcards were sent to 285 property owners within 2,000' of the subject property.

Rezoning notification signs posted on subject property.

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.**



# Planning Commission

April 9, 2024

Date of Planning Commission Meeting

Land Use

Rezoning

Subdivision

Variance

## Project Information

Name of Applicant/Project: Idea River, LLC

Property Location: Hwy 76, Pendleton

County Council District: Four (4) School District: Four (4)

Total Acreage: 19.1 Number of Lots: \_\_\_\_\_

Current Zoning: IZD Requested Zoning: IZD Amended

Purpose: Construct 125 single-family attached townhomes

## Recommendation/ Decision Rendered

Approval  Denial  Tied  Tabled  Vote 7 to 0

- Compatibility with Future Land Use Map
- Compatibility with Traffic Levels
- Compatibility with Density Levels
- Concerns for public, health, safety, convenience, prosperity & general welfare
- Concerns for the effects of the proposed development on the local tax base
- Other (please elaborate): \_\_\_\_\_
- The recommendations of staff
- Compatibility with Surrounding Properties
- Use and Value of Surrounding Properties
- Concerns for the balance of the interest of sub dividers, homeowners and public
- The ability of existing or planned infrastructure and transportation system to serve the proposed development

Planning Commission Chairman: \_\_\_\_\_

Date: 4-9-24

Anderson County Planning & Development  
401 East River Street  
Anderson, South Carolina 29624 | Phone: (864) 260-4720

STATEMENT OF INTENT

for

The Springs at Clemson Blvd  
(Innovative Zoning District "IZD" Rezoning Request)

for

APPLICANT  
L&W Properties, LLC  
PO Box 1788  
Travelers Rest, SC 29690  
[dwall@obsidianconstruction.com](mailto:dwall@obsidianconstruction.com)

Engineer  
Site Design  
225 Rocky Creek Road  
Greenville, SC 29615

March 1, 2024



## I PROPERTY DESCRIPTION

The Springs at Clemson Boulevard (project) consists of one parcel of land located on Hwy 76, Pendleton directly across from Chapman Rd. The project is +/- 19.0 acres and is made up of the following parcel:

- I.1 TMS #650004013 - 19.0 acres (830,645.54 square feet) parcel located in Anderson County on Hwy 76, Pendleton. The property is currently owned by Idea River, LLC.

Water will be provided by Sandy Springs Water District and sewer by Anderson County Wastewater.

## II DEVELOPMENT OVERVIEW

The project development plan is to rezone the one tract to utilize the Innovative Zoning District (IZD) zoning classification. The development will consist of two different access points off Hwy 76, applications for driveway and utility encroachment permits will be submitted for review and approval by SCDOT. The proposed development will incorporate both residential and commercial uses. The residential component will be comprised of 125 (125) two-story, single-family townhomes with a dog park and open space for residents' use situated on approximately 10.2 acres of the 19.0 overall parcel. The townhomes will occupy 7.18 acres and open space will consist of approximately 3.04 acres. 3.73 acres is reserved for the commercial component. Site coverage for the residential portion of the development will be approximately 53.6%. Common areas and open space dispersed throughout the site (not including detention pond) will be approximately 16% of the total acreage.

The commercial component of the development will be approximately 3.73-acre (19.6% of total) subdivided portion located adjacent to Hwy 76 at the southern end of the parcel. A drive entrance to serve this portion of the site will connect directly to Hwy 76 then cross the parcel to further serve the residential component. The specific commercial use is TBD. A landscaping buffer will be incorporated between the commercial and residential sites.

A minimum 25' building setback will be established along all exterior property lines. However, where the commercial parcel adjoins Hwy 76 a 50' minimum setback will be established consistent with Anderson County requirements for nonresidential use along Arterial Roads.

### III DENSITY & PHASING

The overall project will consist of 125, two story, single family townhome units occupying approximately 7.18 acres and 3.73 acres of commercial space fronting Hwy 76. Each townhome will have a driveway with minimum length of 20' and a single car garage. The townhomes are approximately 2005 square feet per plan with 3-bedroom and 2 ½ bath configurations. Site coverage for the residential portion of the development will be approximately 53.6%. Common areas and open space dispersed throughout the site (not including detention pond) will be approximately 16%.

The commercial component of the development will be approximately 3.73-acre subdivided portion located adjacent to Hwy 76 at the southeastern section of the parcel. A drive entrance to serve this portion of the site will connect directly to Hwy 76 then cross the parcel to further serve the residential component. The specific commercial use is TBD. A buffer between the commercial and residential lots will be achieved through placement landscaping between the two uses. The exact locations and layout of the residential and commercial pieces will be detailed out in the Final Development Plan.

### IV AMENITIES, LANDSCAPING, BUFFERS

- a **Pond Maintenance and Landscaping** – The detention pond serving the residential development will be in the north end of the property and is over 800 feet from Hwy 76 will not be visible from the highway. The detention pond for the commercial properties is at the most northeastern portion of the property and one side of the pond fronts the commercial component. Both ponds will be fenced and screened with sufficient landscaping to reduce the overall visual impact to residents and commercial visitors to the site. Landscaping will blend with the overall theme of the development and provide a positive visual appearance. They will also be buffered per Section 38-122 Anderson County Ordinance. Pond inspection and maintenance will be conducted routinely and as required by the Anderson County Permanent Stormwater System Maintenance and Responsibility Agreement to ensure that the facilities are in good working order and performing their design functions.
- b **Mailbox Kiosk** – A mailbox kiosk for all townhome residents will be located near the main entrance to the community. 6-8 parking spaces will be located in front of the kiosks so residents may get out of the flow of traffic and park to get their mail.
- c **Dog Park** – Located at the southeastern end of the community will be a dedicated dog park with fencing so residents can exercise their pets in a safe environment. A litter bag station and trash-can will be provided for owners to deposit dog waste. Several parking spots will be provided for residents at the dog park.

## V PUBLIC UTILITIES

**Water** – The site is under the jurisdiction of Sandy Springs Water District. Chris Brown with SSWD has confirmed that there is a 12" water main along Hwy 76 (same side as subject parcel) with available and adequate capacity to serve the proposed development. All new water mains built within the project will be built to SSWD (public) standards and turned over to Sandy Springs Water District to own and maintain.

**Sewer** - The site is under the jurisdiction of Anderson County Wastewater Department. Tim Haynes, Wastewater Department Engineer, has confirmed that a sewer extension will be required for the development to connect to their system. Mr. Haynes further indicated that the system currently has available and adequate capacity to accept the flow from the development. The developer plans to construct the required extension concurrent with the overall development project. Once completed, inspected, and accepted by the AHJ, the developer will convey ownership of the extension to Anderson County. A Flow Request Application along with engineer sealed flow calculations will be submitted for review and formal approval by Anderson County Wastewater Department.

**Natural Gas** – The development would be served by Fort Hill Natural Gas. Kayla Ward, Business Development Assistant with FHNG, has confirmed that there is a 4" natural gas distribution main along Hwy 76 with sufficient volume and pressure to support the proposed development.

**Fire** – The site is in the jurisdiction of the Anderson County Fire Protection Commission and within the coverage area of the Sandy Springs Station #26. Preliminary Site Plans for the previously proposed 200-250 unit apartment development had been reviewed by Fire Marshal Duffie Cochran. Marshal Cochran confirmed that they can and will provide fire protection and emergency service to the site and that existing hydrants in the area should be sufficient to the proposed project. Final layout regarding fire lane and emergency access will be coordinated through the Fire Marshal's office for review and formal approval.

**Solid Waste** – The residential section will contract with a private waste hauler and designate one day per week for trash to be collected from the individual townhome units. Per HOA documents, individual trash cans will required to be stored inside the garage of the units while not a collection day. The commercial tenants will also contract with a private carrier to collect their waste. Each building will be required to have trash containers behind fencing and located away from Hwy 76 and the entry roadway as far as possible.

**Stormwater** – The stormwater management system for the site will treat for both water quantity and water quality and meet all requirements of Anderson County and SCDHEC to satisfy the appropriate standards of the Clean Water Act. Pre vs. Post runoff will be managed through onsite detention consisting of a dry pond system. All stormwater BMP's will be inspected and maintained routinely.

**Roads** – US Hwy 76 is under SCDOT jurisdiction. Applications for driveway and utility encroachment permits will be submitted for review and approval by SCDOT. The proposed development will have (2) access points to Hwy 76. The primary access point will be located on the far eastern portion of the property servicing both the residential and commercial components with the secondary access point being dedicated as an "Emergency" access located near the center of the development.

## VI DEVELOPMENT STANDARDS

VI.1 Permitted Uses: This project will consist of residential and commercial utilization

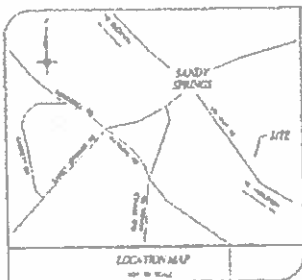
VI.2 Maximum Number of Units: Residential – 125 units and Commercial – TBD to fit area needs and surrounding businesses

VI.3 Building Setbacks:

All proposed setbacks for the development are as follows:

- A minimum 25' building setback will be established along all exterior property lines. However,
- Where the commercial parcel adjoins Hwy 76 a 50' minimum setback will be established consistent with Anderson County requirements for nonresidential use along Arterial Roads.
- Residential Construction and Maintenance: No mobile homes, trailers, campers, or tents shall be permitted as permanent dwellings.

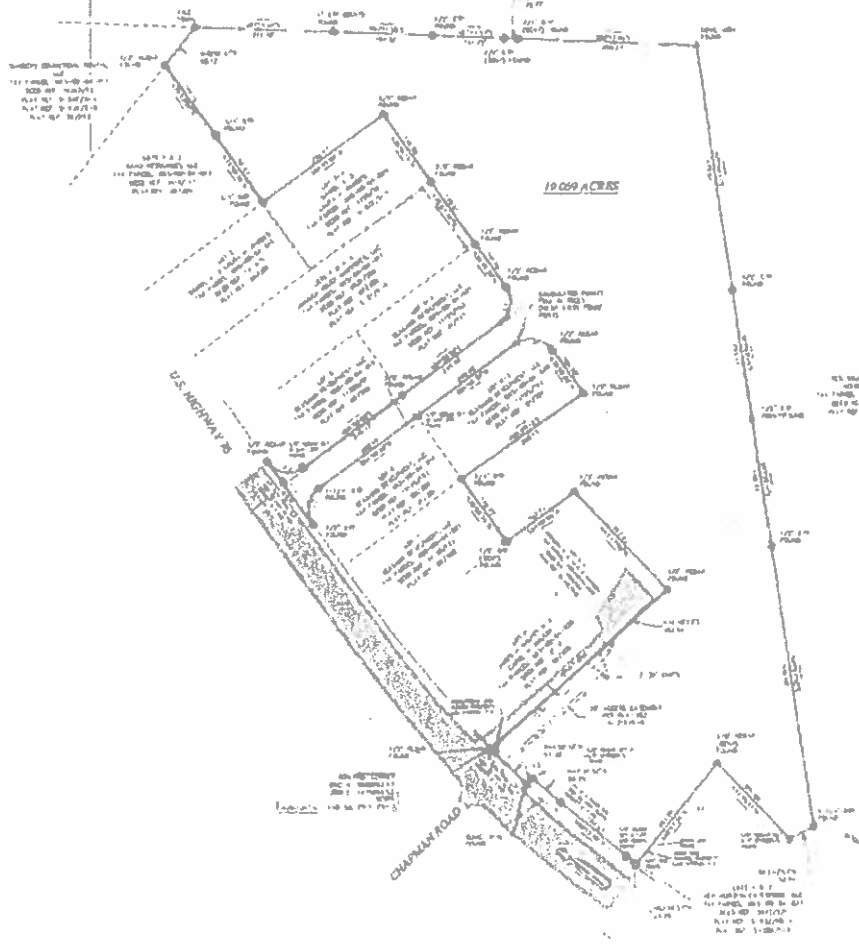
VI.4 Public Improvements: No existing sidewalks are located along Hwy 76 – a state-maintained road. The proposed project should have no impacts to the roads service level.



1:1 Scale  
 1" = 1000'  
 1" = 304.8m

**NOTES**

1. This map is a plan view of the land shown and does not show any topography or elevation. The boundaries shown are based on the survey data and are not to be construed as a warranty of accuracy or a guarantee of title.
2. The boundaries shown are based on the survey data and are not to be construed as a warranty of accuracy or a guarantee of title.
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9. The boundaries shown are based on the survey data and are not to be construed as a warranty of accuracy or a guarantee of title.
10. The boundaries shown are based on the survey data and are not to be construed as a warranty of accuracy or a guarantee of title.



**CURVATURE TABLE**

Station	Curve Length	Radius	Delta	Chord	Area
1+00.00	100.00	1000.00	36.00	100.00	1000.00
2+00.00	200.00	2000.00	72.00	200.00	4000.00
3+00.00	300.00	3000.00	108.00	300.00	9000.00
4+00.00	400.00	4000.00	144.00	400.00	16000.00
5+00.00	500.00	5000.00	180.00	500.00	25000.00

**LEGEND OF SYMBOLS**

- Boundary Line
- Easement Line
- Utility Line
- Right-of-Way Line
- Proposed Road
- Existing Road
- Lot Line
- Survey Point
- Monument
- Iron Pipe
- Iron Nail
- Iron Stake
- Iron Bolt
- Iron Ring
- Iron Cap
- Iron Disk
- Iron Plate
- Iron Sheet
- Iron Pipe
- Iron Nail
- Iron Stake
- Iron Bolt
- Iron Ring
- Iron Cap
- Iron Disk
- Iron Plate

**LINE TABLE**

Station	Distance	Bearing	Angle
1+00.00	100.00	N 00° 00' 00" E	90.00
2+00.00	200.00	N 00° 00' 00" E	90.00
3+00.00	300.00	N 00° 00' 00" E	90.00
4+00.00	400.00	N 00° 00' 00" E	90.00
5+00.00	500.00	N 00° 00' 00" E	90.00

**BOUNDARY SURVEY**

CONDUCTED BY  
**IDEA RIVES, LLC**  
 REGISTERED SURVEYOR  
 TAX PARCEL 061-00-01-011

**BRANYON**  
 SURVEYING & ENGINEERING, LLC  
 1000 W. 11th Street  
 Anderson, SC 29621  
 (803) 747-1111  
 www.branyon.com

ANDERSON COUNTY, SOUTH CAROLINA

Professional Seal of Idea Rives, LLC, Registered Surveyor No. 12345.

Professional Seal of Branyon Surveying & Engineering, LLC, Registered Professional Engineer No. 67890.

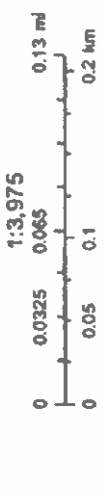




# Anderson County



March 20, 2023



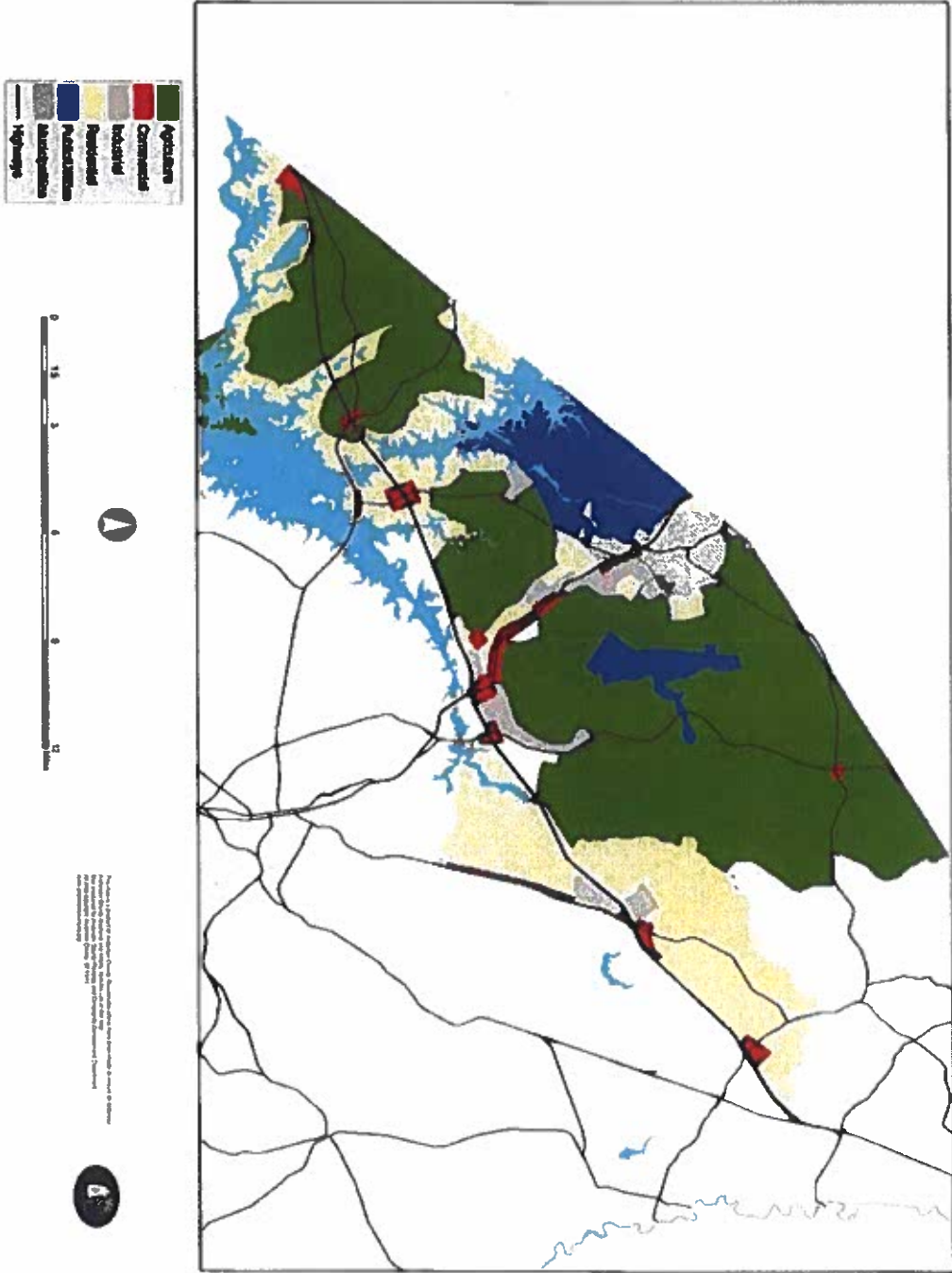
ESRI, MapInfo Mapping, and Anderson County GIS





Map 7.13 Future Land Use, Council District 4

County Council District 4  
Future Land Use



## **Ordinance #2024-014**

**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 16.3 +/- acres from Commercial District (C-3) to Residential Single-Family District (R-20) on a parcel of land, identified as address in the Beaverdam Road, Williamston, SC. The parcel is further identified as TMS # 220-00-08-007.**

**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 C-3 to R-20 for +/- 16.3 acres of TMS #220-00-08-007 described above; and,

**Whereas**, the Anderson County Planning Commission has held a duly advertised Public Hearing on April 9, 2024, during which it reviewed the proposed rezoning from C-3 to R-20 for +/- 16.3 acres of TMS #220-00-08-007 described above; and,

**Whereas**, the Anderson County Council has duly advertised and held a Public Hearing on May 7, 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 C-3 to R-20 for +/- 16.3 acres of TMS #220-00-08-007 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 2024-014

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, District #5, Chairman

---

Renee D. Watts  
Clerk to Council

**APPROVED AS TO FORM:**

---

Anderson County Attorney

1<sup>st</sup> Reading: April 16, 2024  
2<sup>nd</sup> Reading: May 7, 2024  
3<sup>rd</sup> Reading: May 21, 2024  
Public Hearing: May 7, 2024



**RECEIVED**  
2/13/11

Date of Submission

## Rezoning Application

Anderson County Planning & Development

Approved/Denied

### Applicant's Information

Applicant Name: Garnett Land Development Corp (Sylvia Gamett)  
Mailing Address: 10820 NW 32nd St, Coral Springs, FL 33065  
Telephone: 984-270-3036  
Email: GarnettStorage@AOL.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:

Owner's Signature

Date

### Project Information

Property Location: 0 Beaverdam Road, Williamston, SC  
Parcel Number(s)/TMS: 220-00-08-007  
County Council District: 7 School District: 1  
Total Acreage: 16.343 of 54.22 Current Land Use: Undeveloped  
Requested Zoning: R-20 Current Zoning: C-3  
Purpose of Rezoning: Rezone C-3 back to R-20 for residential use.

Are there any Private Covenants or Deed Restrictions on the  Yes  No

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

Sylvia Garnett \_\_\_\_\_ 02/27/2024 \_\_\_\_\_  
Signature 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: Owner decided not to move forward with plans for self-storage facility on

---



---

**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 70 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.

Sylvia Garnett \_\_\_\_\_ 02/27/2024 \_\_\_\_\_  
Signature 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: _____



# Planning Commission

April 9, 2024

Date of Planning Commission Meeting

Land Use

Rezoning

Subdivision

Variance

## Project Information

Name of Applicant/Project: Garnett Land Development Corp (Sylvia Garnett)

Property Location: Beaverdam Road Williamston

County Council District: Seven (7) School District: One (1)

Total Acreage: 54.22 Number of Lots: \_\_\_\_\_

Current Zoning: C-3 (Commercial District) Requested Zoning: R-20 Single-Family Res

Purpose: Rezoning

## Recommendation/ Decision Rendered

Approval  Denial  Tied  Tabled  Vote 9 to 0

- Compatibility with Future Land Use Map
- Compatibility with Traffic Levels
- Compatibility with Density Levels
- Concerns for public, health, safety, convenience, prosperity & general welfare
- Concerns for the effects of the proposed development on the local tax base
- Other (please elaborate): \_\_\_\_\_
- The recommendations of staff
- Compatibility with Surrounding Properties
- Use and Value of Surrounding Properties
- Concerns for the balance of the interest of sub dividers, homeowners and public
- The ability of existing or planned infrastructure and transportation system to serve the proposed development

Planning Commission Chairman: \_\_\_\_\_

Date: 8-9-24

Anderson County Planning & Development  
401 East River Street  
Anderson, South Carolina 29624 | Phone: (864) 260-4720

**Anderson County Planning Commission  
Staff Report  
Rezoning  
April 9, 2024**

**Applicant:** Garnett Land Development Corp (Sylvia Garnett)

**Current Owner:** Wayne B Elmore Family Trust et al.

**Precinct:** Williamston Mill

**Council District:** Seven (7)

**TMS#:** 220-00-08-007

**Acreage:** 16.3 acres of 54.22 acres

**Current Zoning:** Commercial District (C-3)

**Requested Zoning:** Single-Family Residential (20,000 sq ft minimum) R-20

This residential district is established as areas in which the principal use of land is for single-family dwellings and for related recreational, religious, and educational facilities normally required to provide an orderly and attractive residential area.

**Surrounding Zoning:** All surrounding properties as zoned Single-Family Residential (R-20).

**Evaluation:** The request is to rezone the parcel to R-20 to construct single-family residence compatible with the standards of R-20.

**Public Outreach:** Staff hereby certifies that the required public notification actions have been completed on March 25, 2025 as follows:

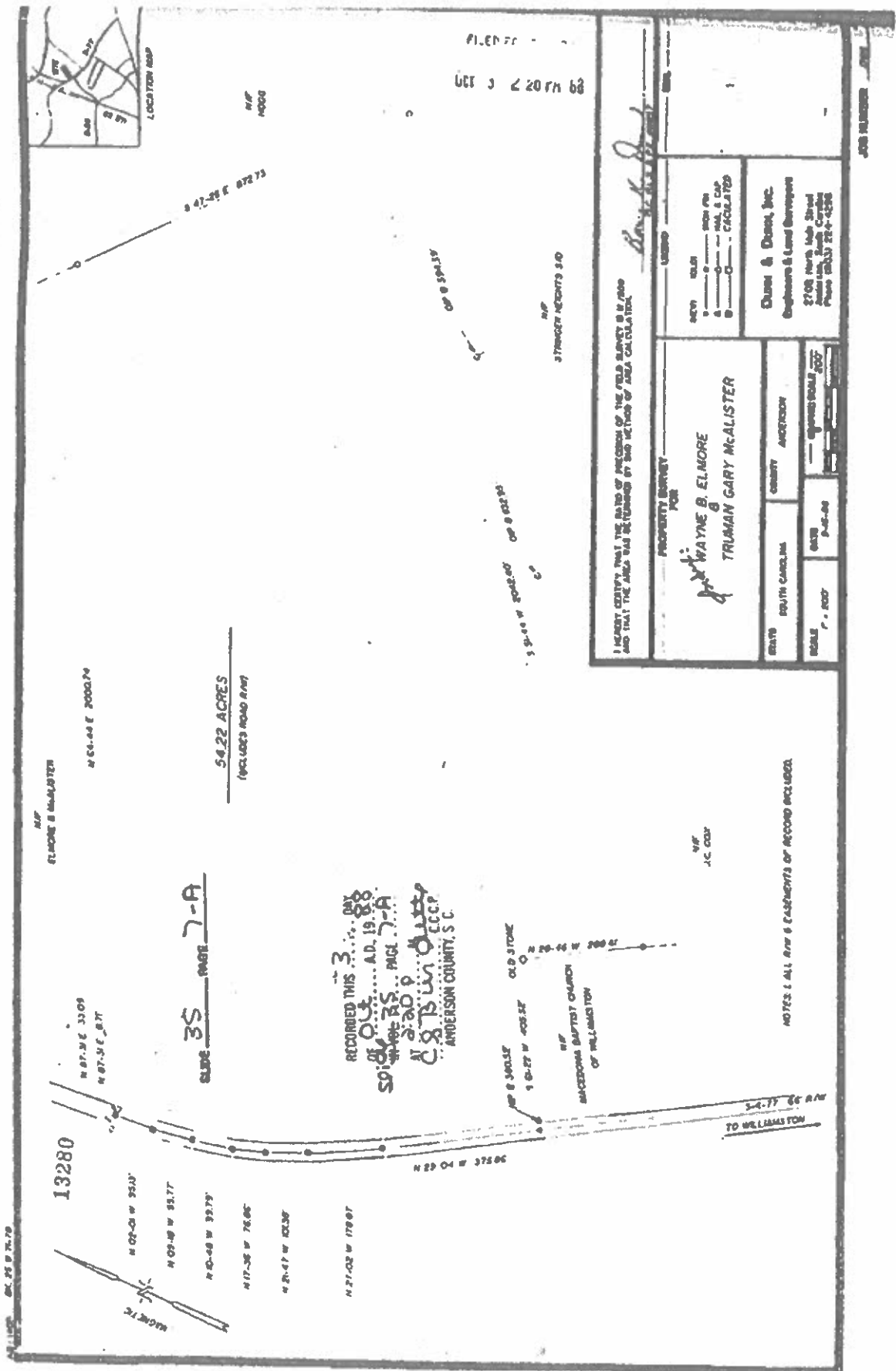
Rezoning notification postcards were sent to 327 property owners within 2,000' of the subject property.

Rezoning notification signs posted on subject property.

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.





13280

N 01-01 W 59.17  
N 07-36 E 872.73

SLIDE 3S PAGE 7-A

54.22 ACRES  
(INCLUDES ROAD R/W)

RECORDED THIS 3... DAY  
OF OCTOBER A.D. 1988  
BY  
SPICER B. S... PAGE 7-A  
AT 2:30 P...  
C. S. B...  
ANDERSON COUNTY, S. C.

FILED 77  
OCT 3 2 20 PM 68

I HEREBY CERTIFY THAT THE BASIS OF PRECISION OF THE FIELD SURVEY IS N. M. 800  
AND THAT THE AREA WAS DETERMINED BY THE METHOD OF AREA CALCULATION.

PROPERTY SURVEY FOR		OWNER	
WAYNE B. ELMORE TRUMAN GARY MCALISTER		DUNE & DUNE, INC. Engineers & Land Surveyors 2708 North Main Street P.O. Box 100 Pine Bluff, AR 71601	
STATE	COUNTY	SECTION	ACREAGE
SOUTH CAROLINA			
SCALE	DATE	SURVEYOR	
1" = 100'	8-18-88	SPICER B. S...	

NOTES: 1. ALL R/W & EASEMENTS OF RECORD INCLUDED.

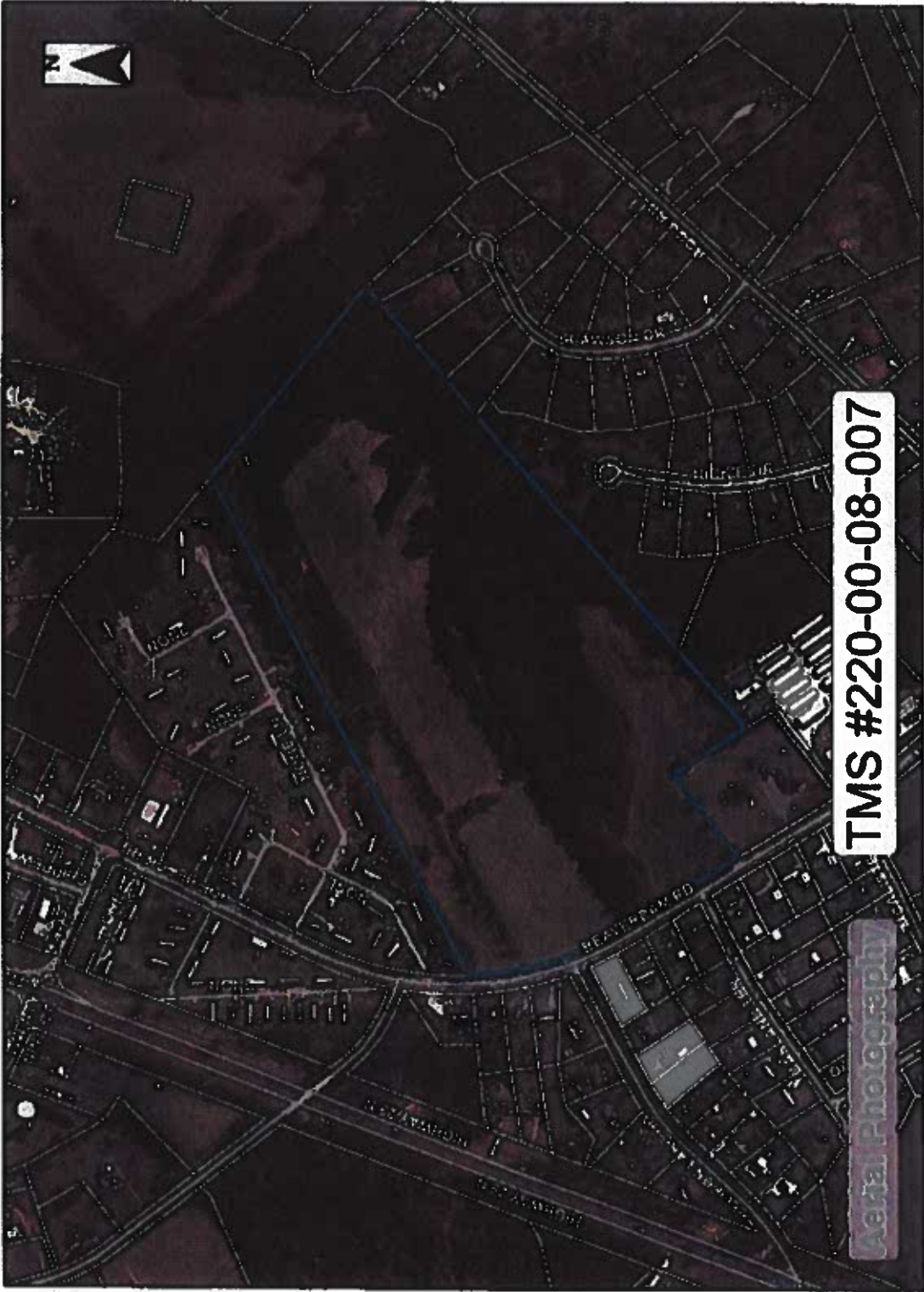
W. J. COOPER

W. J. COOPER  
Macedonia Baptist Church  
of Williams Fork

OLD STONE

STRONGER HEIGHTS S.D.

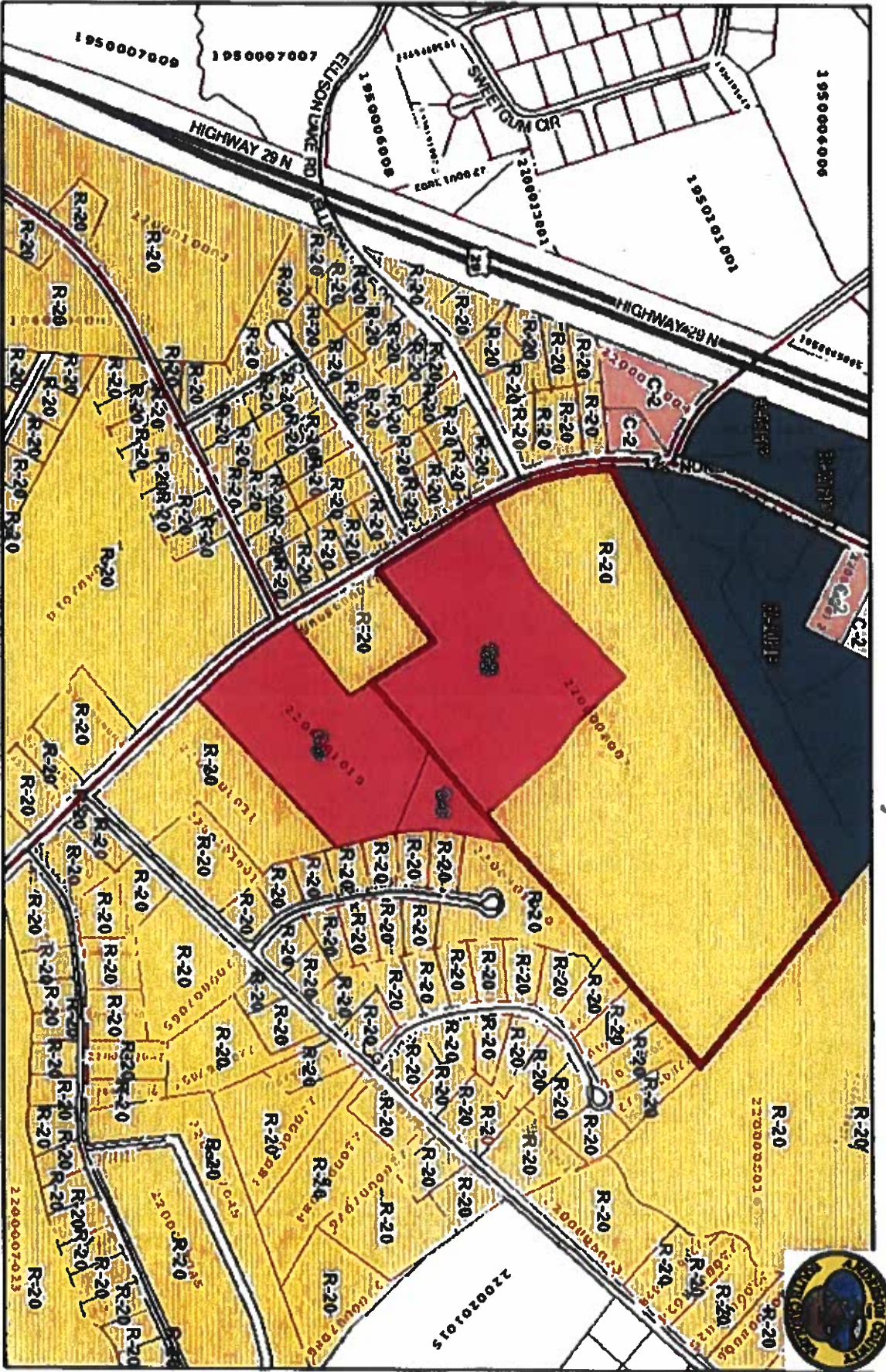
JOB NUMBER



TMS #220-00-08-007

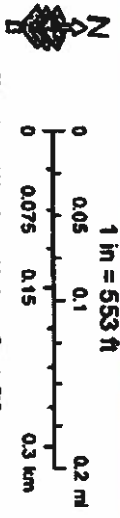
Aerial Photography

0 500 1,000 2,000 Feet



TMS: 2200008807  
 Owner: GARNETT LAND DEVELOPMENT CORPORATION  
 Address: 10620 NW 32ND C  
 City/State: CORAL SPRINGS FL  
 Deed Book: 16451  
 Tax District: 102  
 Sale Year: 2022  
 Zip Code: 33065  
 Current Plat: CP S 3517A  
 Description: BEAVERDAM RD 54.22 AC  
 Sale Price: \$895,000  
 Market Value: \$1,204,940

April 17, 2023 Disclaimer accepted.



# Anderson County



1 in = 321 ft  
 0 0.0325 0.065 0.13 mi  
 0 0.05 0.1 0.2 km

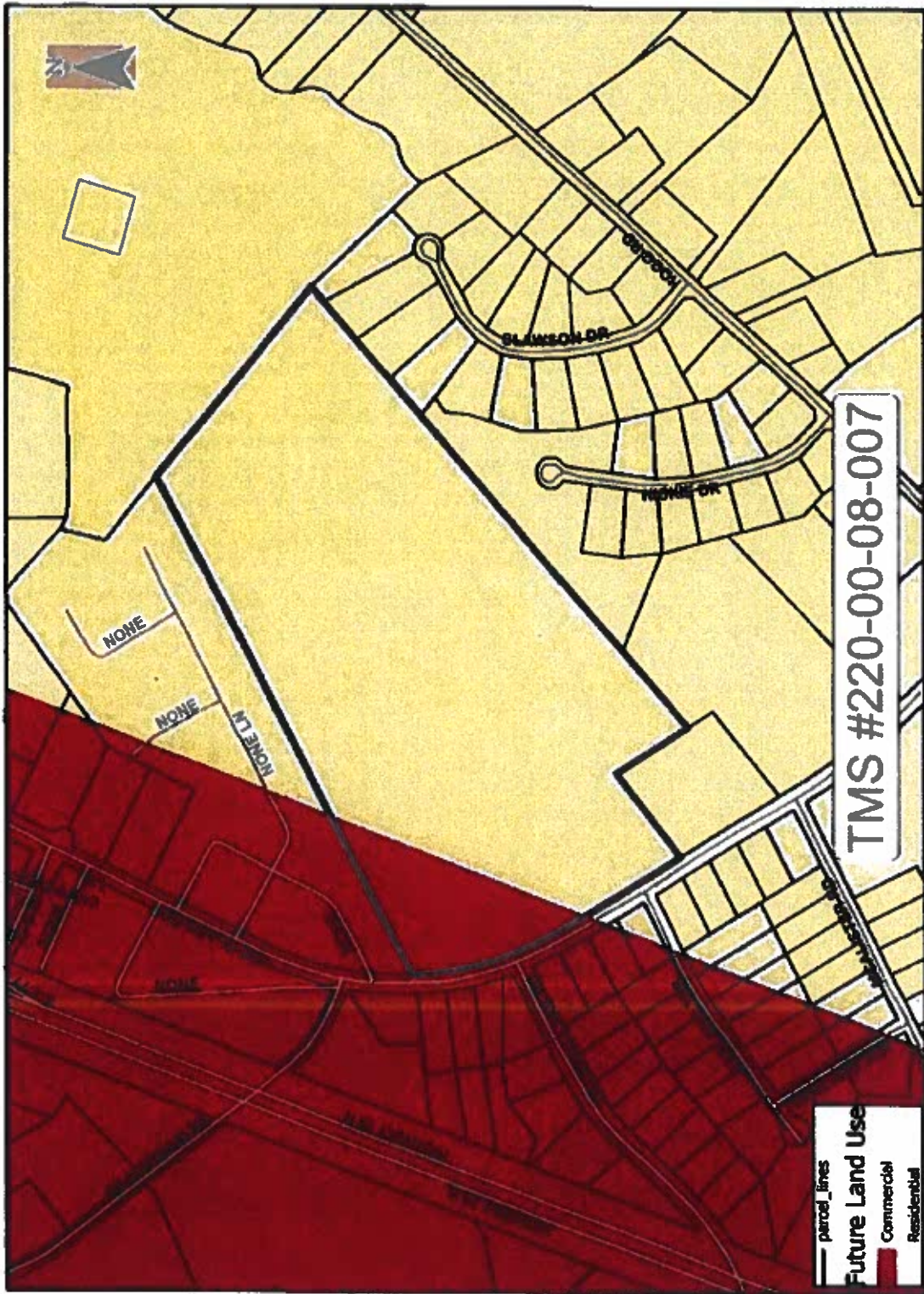
ESRI, MapInfo, Microsoft, and Anderson County GIS



March 20, 2024 Disclaimer accepted.

TMS: 2200008007  
 Owner: GARNETT LAND DEVELOPMENT CORPORATION  
 Owner Address: 10620 NW 32ND CT  
 City/State: CORAL SPRINGS FL  
 Tax District: 102  
 Sale Year: 2022

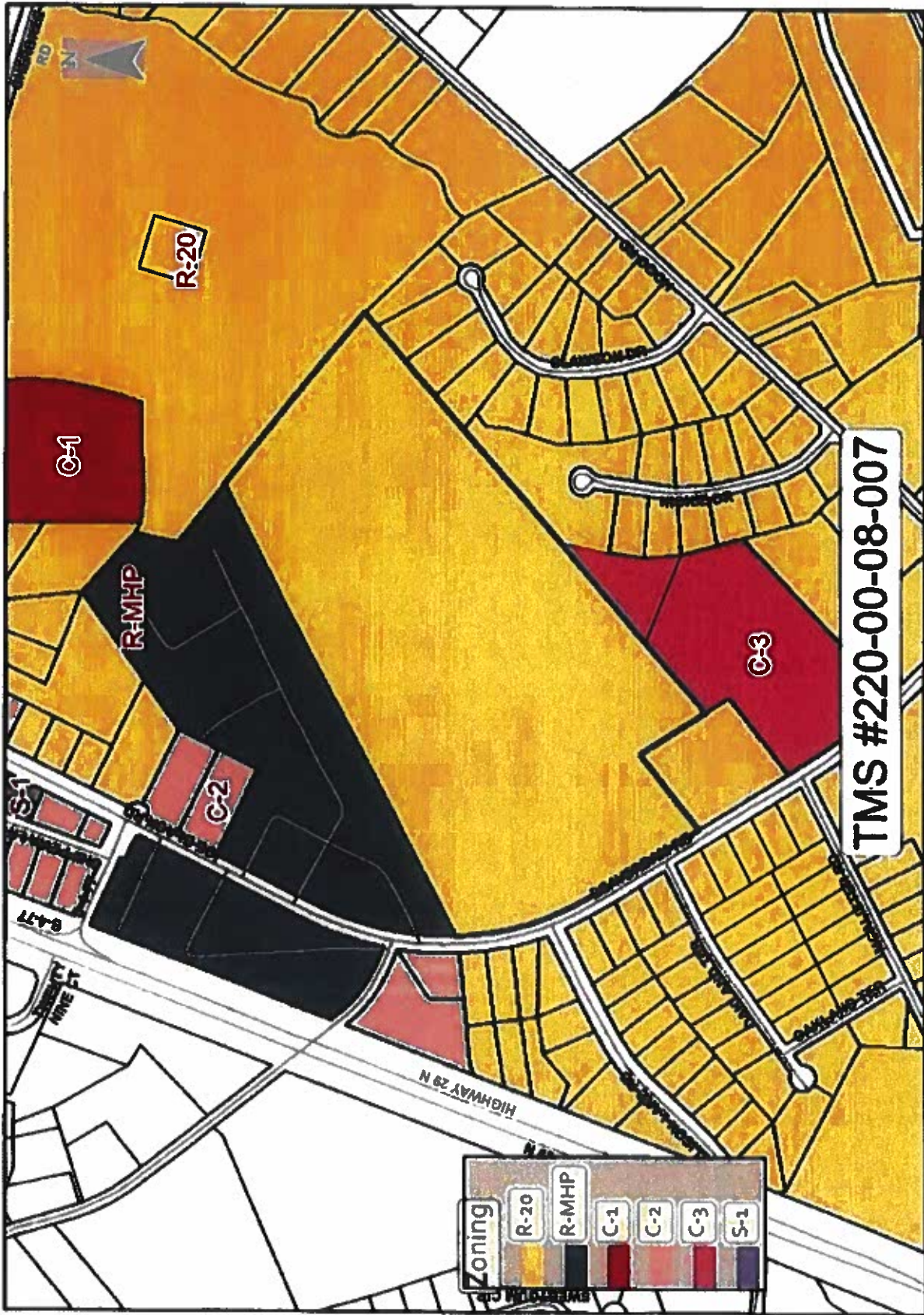
Zip Code: 33065  
 Current Plat: CP S 35/7A  
 Deed Page: 192  
 Description: BEAVERDAM RD 54.22 AC  
 Market Value:



parcel\_lines  
Future Land Use  
Commercial  
Residential

TMS #220-00-08-007





Zoning	
R-20	[Yellow swatch]
R-MHP	[Black swatch]
C-1	[Dark red swatch]
C-2	[Light red swatch]
C-3	[Red swatch]
S-1	[Purple swatch]



TMS #220-00-08-007

**ORDINANCE NO. 2024-015**

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

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

**WHEREAS,** pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated April 16, 2024 (the “*Inducement Agreement*”) with [Project Marine], a South Carolina limited liability companies (the “*Company*”) (which was known to the County at the time as “*Project Marine*”), 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 \$3,030,000 in the County and the expected creation of sixty-six (66) new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**ENACTED** in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 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: \_\_\_\_\_, 2024  
Second Reading: \_\_\_\_\_, 2024  
Third Reading: \_\_\_\_\_, 2024  
Public Hearing: \_\_\_\_\_, 2024

**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

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

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**[PROJECT MARINE]**

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Dated as of [\_\_\_\_\_, 2024]

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

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

<b>Company Name:</b>	<b>[PROJECT MARINE]</b>	<b>Project Name:</b>	<b>Project Marine</b>
<b>Projected Investment:</b>	<b>\$3,030,000</b>	<b>Projected Jobs:</b>	<b>66</b>
<b>Location (street):</b>	<b>[to be provided]</b>	<b>Tax Map No.:</b>	<b>[to be provided]</b>
<b>1. FILOT</b>			
Required Investment:	\$2,500,000	Required Jobs:	50
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	327.06	Net Present Value (if yes, discount rate):	
Clawback information:			
<b>2. MCIP</b>			
Included in an MCIP:	Anderson/Greenville Park (2010)		
If yes, Name & Date:			
<b>3. SSC</b>			
Total Amount:			
No. of Years	20 years		
Yearly Increments:	85% years 1-5; 65% years 6-10; 35% years 11-20		
Clawback information:	If the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement either or both are not made during the Standard Investment Period, the SSC is reduced to 35% for years 6-20; if the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement are both made by the 8 <sup>th</sup> year, the SSC will return to 65% for years 9-10.		
<b>4. Other information</b>			

## FEE IN LIEU OF TAX AGREEMENT

**THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT** (the “*Fee Agreement*”) is made and entered into as of [\_\_\_\_\_, 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 MARINE]**, a limited liability company organized and existing under the laws of the State of South Carolina (the “*Company*”).

### RECITALS

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

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

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

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

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

6. By enactment of an Ordinance on [\_\_\_\_\_, 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 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 MARINE], a South Carolina limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

**“Contract Minimum Investment Requirement”** shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$2,500,000.00 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

**“Contract Minimum Jobs Creation Requirement”** shall mean, with respect to the Project, fifty (50) new full-time jobs (with benefits).

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Section 1.02 Project-Related Investments

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

[End of Article I]

## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

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

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 327.06 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2024, 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) Each of the Company is organized and in good standing under the laws of the State of South Carolina, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

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

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

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

[End of Article II]

## ARTICLE III

### COMMENCEMENT AND COMPLETION OF THE PROJECT

#### Section 3.01    The Project

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

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

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

#### Section 3.02    Diligent Completion

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

#### Section 3.03    Filings and Reports

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

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

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

[End of Article III]

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

Section 4.01    FILOT Payments

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

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

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

**Step 3:** Use a millage rate of 327.06 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

#### Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of ten (10) consecutive years in an amount equal to eighty-five percent (85%) for years 1 through 5, sixty-five percent (65%) for years 6 through 10 and forty percent (35%) for years 11 through 20 of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

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

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

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



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

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

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

(a) Should the Contract Minimum Investment Requirement or the Contract Minimum Jobs Creation Requirement not be met by the Company by the end of the Standard Investment Period, any subsequent Special Source Credits shall be reduced to thirty-five percent (35%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement; except, however, if the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement are both met by the end of the eighth (8<sup>th</sup>) tax year following the Commencement Date, then the Special Source Credits going forward shall return to sixty-five percent (65%) for years 9 through 10. Any portion of Special Source Credits lost because of a failure to meet the Contract Minimum Investment Requirement or the Contract Minimum Jobs Creation Requirement by the end of the Standard Investment Period shall not be recoverable by the Company or its Sponsor Affiliates.

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

#### Section 4.04 Removal of Equipment

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

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

Section 4.05    FILOT Payments on Replacement Property

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

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

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

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

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

[End of Article IV]

## ARTICLE V

### PARTICULAR COVENANTS AND AGREEMENTS

#### Section 5.01    Cessation of Operations

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

#### Section 5.02    Rights to Inspect

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

#### Section 5.03    Confidentiality

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

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

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

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

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

#### Section 5.06    Indemnification Covenants

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

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

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

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

#### Section 5.07 Qualification in State

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

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

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

#### Section 5.09 Assignment, Leases or Transfers

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

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

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

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

#### Section 5.10 Administration Expenses

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

#### Section 5.11 Priority Lien Status

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

#### Section 5.12 Interest; Penalties

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

#### Section 5.13 Sponsor Affiliates

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

[End of Article V]

## ARTICLE VI

### DEFAULT

#### Section 6.01    Events of Default

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

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

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

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

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

#### Section 6.02    Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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



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

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

**ARTICLE VII**  
**MISCELLANEOUS**

Section 7.01    Notices

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

If to the Company:

[PROJECT MARINE]

\_\_\_\_\_

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

With a copy to:

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

If to the County:

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

With a copy to:

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

Section 7.02    Binding Effect

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

Section 7.03    Counterparts

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

Section 7.04    Governing Law

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

Section 7.05    Headings

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

Section 7.06    Amendments

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

Section 7.07    Further Assurance

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

Section 7.08    Invalidity; Change in Laws

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

Section 7.09    Termination by Company

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

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

Section 7.10    Entire Understanding

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

Section 7.11    Waiver

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

Section 7.12    Business Day

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

Section 7.13    Facsimile/Scanned Signatures

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

[End of Article VII]

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

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

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

ATTEST:

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

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

**[PROJECT MARINE]**

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

*[to be provided]*

**EXHIBIT B**

**INVESTMENT AND JOBS CREATION CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of [PROJECT MARINE] (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 and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20\_\_ was \$\_\_\_\_\_.

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

(3) The number of new, full-time jobs created at the Project since \_\_\_\_\_, 20\_\_ (the beginning date of the Investment Period) is \_\_\_\_\_ persons. The total number of employees of the Company at the Project as of December 31, 20\_\_ is \_\_\_\_\_.

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

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

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



**EXHIBIT C**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of [PROJECT MARINE] (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:

<u>Personal Property Description</u>	<u>Investment Amount</u>
--------------------------------------	--------------------------

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

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

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

**RESOLUTION NO. 2024-020**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT MARINE, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT WITH RESPECT TO AN INDUSTRIAL PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT/COMPANY WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT 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*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); 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 the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, [PROJECT MARINE] (the “*Company*”) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a manufacturing facility in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of at least \$2,500,000 in non-exempt investment and the expected creation of at least fifty (50) new, full-time jobs (with benefits) in connection therewith, 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 Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source credit incentives with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; 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 (collectively, the **“Multi-County Park Authority”**), the County intends to cause the site on which the Project will be located, to the extent not already therein located, in a multi-county industrial and business park (a **“Park”**) established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the **“Park Agreement”**); and

**WHEREAS**, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project 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; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

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

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council, and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, and for the purpose of providing for the provision special source credits against payments in lieu of taxes made by the Company pursuant to a Park Agreement in order to allow reimbursement to the company for a portion of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, there is hereby authorized to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the **“Inducement Agreement”**) so as to establish, among other things, that the County and the Company will be parties to a fee in lieu tax (and special source credit) agreement (the **“Fee Agreement”**).

(b) The County Council will use its best efforts to take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Park or another qualified multi-county industrial or business park in order that the tax benefits contemplated hereunder and afforded by the laws of the State for projects located within multi-county industrial or business parks will be available to the Company for at least the term of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

**DONE** 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

## INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this “*Agreement*”) made and entered into as of \_\_\_\_\_, 2024 by and between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “*County*”), and PROJECT MARINE, a South Carolina limited liability company (the “*Company*”).

WITNESSETH:

### ARTICLE I RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; to issue special source revenue bonds, or in the alternative, to provide special source credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a manufacturing facility in the County (collectively, the “*Project*”), which will result in an expected investment by the Company in the Project of at least \$2,500,000 (the “*Investment Target*”) and the expected creation by the Company of at least fifty (50) net new, full-time, jobs (with benefits) with respect thereto (the “*Jobs Creation Target*”), all by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the “*Investment Period*”).

(c) 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 will use its best efforts to place the site of the Project in a multi-county industrial and business park (the “*Park*”) established by the County pursuant to qualifying agreement with Greenville County or other adjoining county in the State (the “*Park Agreement*”).

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act, and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as described herein against its payments in lieu of taxes in respect of the Company’s investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) 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, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated \_\_\_\_\_, 2024, and on the terms and conditions set forth.

## ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company with respect to the Project (the “*Fee Agreement*”).

Section 2.2. The Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will be for a period of thirty (30) years, commencing with the first year of the capital investment made under the Fee Agreement.

(b) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 327.06 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2024); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the FILOT Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby permits the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Company, in its sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Company pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit equal to eighty-five percent (85%) of each year's payments in lieu of taxes for years 1 through 5, sixty-five percent (65%) for years 6 through 10 and thirty-five (35%) for years 11 through 20 pursuant to the Park Agreement, 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) for twenty (20) consecutive years.

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 investment in the Project for which a special source credit is taken.

In no event shall the aggregate amount of any special source credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.8. Should the Company fail to meet the Investment Target or the Jobs Creation Target by the end of the Investment Period, any subsequent special source credits shall be reduced to thirty-five percent (35%) of that portion of payments in lieu of taxes 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; except, however, if the Investment Target and the Jobs Creation Target are both met by the end of the eighth (8<sup>th</sup>) tax year following the year the Project is placed in service, then the special source credits going forward

shall return to the original schedule of sixty-five percent (65%) for years 9 through 10. Any portion of special source credits lost because of a failure to meet the Investment Target or the Jobs Creation Target by the end of the Investment Period shall not be recoverable by the Company.

### **ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANY**

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate themselves to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(d) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company agrees also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target and the Jobs Creation Target during the Investment Period.

### **ARTICLE IV GENERAL PROVISIONS**

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition



that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE 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 SPECIAL SOURCE CREDITS.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee Agreement and the Infrastructure Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreements.

Section 4.3. If for any reason this Agreement (as opposed to the Fee in Lieu of Tax and Special Source Credit Agreement, which are contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2024, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of its rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Company.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

**IN WITNESS WHEREOF**, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

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

Attest:

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

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

**[PROJECT MARINE]**

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

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

**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 a resolution which was adopted by the County Council at its meeting of \_\_\_\_\_, 2024, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

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

Dated: \_\_\_\_\_, 2024



TO: Mr. Rusty Burns, County Administrator  
CC: Mr. Robert Carroll, Central Services Division Director

FROM: Rita Davis, CFO

SUBJECT: Audit Bids

DATE: April 10, 2024

Tommy Dunn  
Chairman  
Council District 5

Brett Sanders  
Vice Chairman  
Council District 4

John B. Wright, Jr.  
Council District 1

Glenn Davis  
Council District 2

Greg Elgin  
Council District 3

Jimmy Davis  
Council District 6

M. Cindy Wilson  
Council District 7

Renee D. Watts  
Clerk to Council

Rusty Burns  
County Administrator

Per the County's Code of Ordinances, Purchasing sent out a bid for audit services. There were three respondents – 1) Mauldin & Jenkins located in Columbia, SC, 2) Thompson, Price, Scott, Adams & Company located in Whiteville, NC, & 3) Greene Finney Cauley who have an Anderson Office. Of the three respondents, only Greene Finney Cauley have a local presence.

The Team evaluated the proposals, and it was unanimous to recommend Greene Finney Cauley to conduct the FY 24 audit. The proposal is for one year with three additional one-year extensions if services are satisfactory. It should be noted that Greene Finney Cauley are our current auditors and they provide excellent technical support & are very efficient in conducting the audit each year.

#### ADMINISTRATION DIVISION

**Rusty Burns | County Administrator**

O: 864-260-4031 | F: 864-260-4548 | [rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)  
Historic Courthouse | 101 South Main Street, Anderson SC 29624  
PO Box 8002, Anderson, South Carolina 29622-8002 | [www.andersoncountysc.org](http://www.andersoncountysc.org)



**Anderson County Central Services Division  
Purchasing Department**

**To: Mr. Rusty Burns**

**From: Robert Carroll**

**Date: 04/10/2024**

**Re: Bid #24-032**

**Anderson County received bids on April 4<sup>th</sup> for the ACTC #140 Resurfacing Project. We had one (1) contractor to submit a bid. County staff recommends award to the low bidder, Cutler Repaving, Inc. of Lawrence, Kansas. The total price is \$2,313,328.59. Staff is requesting approval of the bid at this time.**

# Anderson County Purchasing Department Bid Tabulation

BID #24-032 ACTC #140

#	Total Cost
1 CUTLER REPAVING INC.	\$2,313,328.59
2 THRIFT BROTHERS	NO RESPONSE
3 THRIFT DEVELOPMENT	NO RESPONSE
4 PALMETTO CORPORATION	NO RESPONSE
5 REEVES	NO RESPONSE
6 KING ASPHALT	NO RESPONSE
7 PANAGAKOS	NO RESPONSE
8 ROGERS GROUP	NO RESPONSE
9 SLOAN	NO RESPONSE
10 S AND S	NO RESPONSE
11 ASA PAVING	NO RESPONSE
12 HUBBARD PAVING	NO RESPONSE
13 CACTUS ASPHALT	NO RESPONSE
14 GALLAGHER ASPHALT	NO RESPONSE





**SECTION III: Addendum A**  
**Base Bid Form**  
**ACTC #140 Resurfacing Project**

Name of Party submitting the Bid: Cutler Repaving, 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: **ACTC #140 Resurfacing Project**

Bid No.: **24-032**

<u>Qty.</u>	<u>U/M</u>	<u>Description</u>	<u>Total Price</u>
1	L/S	<b>ACTC Project #140 Resurfacing Project :per attached itemized list</b>	<b>\$ <u>2,313,328.59</u></b>

**\*\*\* Vendors must complete the itemized list \*\*\*\*\***

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## Appendix D

## ACTC 140

No.	Item Number	Description	Unit	Quantity	Price	Total
0010	1031000	Mobilization	LS	1	35,500.00	35,500.00
0020	1071000	Traffic Control	LS	1	78,500.00	78,500.00
0030	2091100	Select Materials for Shoulders	CY	598	36.15	21,617.70
0040	SP00001	Recycled Asphalt Pvmnt. Surf 1" Uniform	SY	84610	4.50	380,745.00
0050	SP00002	Asphalt Rejuvenating Agent	GAL	8461	5.35	45,266.35
0060	3069900	Maintenance Stone	Ton	290	57.30	16,617.50
0070	4011004	Liquid Asphalt Binder PG64-22	Ton	428.74	618.00	264,961.32
0080	4012060	Full Depth Asphalt Patching 6" Unif	SY	2773	74.95	207,836.35
0090	4012080	Full Depth Asphalt Patching 8" Unif	SY	5848	87.50	511,700.00
0100	4013990	Milling Existing Pavement (Variable)	SY	17646	3.50	61,761.00
0110	4030320	HMA Surface Course Type B	Ton	4774	84.00	401,016.00
0120	4030350	HMA Surface Course Type D	Ton	2188	89.28	195,344.64
0130	6020005	Permanent Construction Signs	SF	532	14.00	7,448.00
0140	6250005	4" White Broken Lines (Gap Excluded) FD Paint	LF	645	0.17	109.65
0150	6250010	4" White Solid Lines (Pvmt Edge Lines) FD Paint	LF	30692	0.17	5,217.64
0160	6250015	8" White Solid LineFD	LF	610	0.17	103.70
0170	6250025	24" White Solid Lines (Stop/Dia. Lines) FD Paint	LF	491	1.67	819.97
0180	6250030	White Single Arrow (Lt., Straight, Rt.) FD Paint	EA	29	16.65	482.85
0190	6250110	4" Yellow Solid Lines (No Passing) FD Paint	LF	31911	0.17	5,424.87
0200	6250111	6" Yellow Solid Lines (Concrete Median) FD Paint	LF	200	0.28	56.00
0210	6271005	4" White Broken Lines (Gap Excluded) Thermo 90 mil	LF	645	0.83	535.35
0220	6271010	4" White Solid Lines (Pvmt Edge Lines) Thermo 90 mil	LF	30692	0.56	17,187.52
0230	6271015	8" White Solid Lines Thermoplastic - 125 Mil	LF	610	2.78	1,695.80
0240	6271025	24" White Solid Lines (Stop/Dia. Lines) Thermo 125 mil	LF	491	9.44	4,635.04
0250	6271030	White Single Arrow (Lt., Straight, Rt.) Thermo 125 mil	EA	29	83.25	2,414.25
0260	6271036	White Word Message "ONLY" Thermo 125 mil	EA	3	111.00	333.00
0270	6271074	4" Yellow Solid Lines (No Passing) Thermo 90 mil	LF	31911	0.56	17,870.16
0280	6300005	Perm Clear Pvt Marker Mono Dir. 4x4	EA	38	8.33	316.54
0290	6301100	Permanent Yellow Pvmt Marker Bi. Dir. 4x4	EA	247	8.33	2,057.51
0300	6770413	Furnish & Install No. 14 Copper Wire, 1 Cond. for Loop Wir	LF	2712	.058	1,572.96
0310	6780495	Sawcut for Loop Detector	LF	1260	11.10	13,986.00
0320	8100102	Permanent Grassing - Non Permitted Resurfacing Projects	ACRE	2.601	3,920.00	10,195.92



**TO: Administration**

**FROM: J. Stone Fleet Manager**

**DATE: 4.8.2024**

**RE: Donation Request**

Administration has requested the donation of a pickup truck to Re-Build Anderson. The following unit is available for donation. 2015 Ford F-250 with 155,511 miles. It is a 4x4 Crew Cab truck. Vin# 1FT7W2B63FEC56655 Estimated Value- 10,000 dollars.



Thanks. J Stone Fleet Manager

**Tommy Dunn**  
Chairman, District 5

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

**Greg Elgin**  
Council District 3

**Cindy Wilson**  
Council District 7

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

**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee D. Watts**  
Clerk to Council

**ANDERSON COUNTY**  
SOUTH CAROLINA  
**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org



**TO: Administration**

**FROM: J. Stone Fleet Manager for the County of Anderson**

**DATE: 4.10.2023**

**RE: Donation of Truck Chassis 24030**

Fleet Services as received a request from Anderson County Fire Service Board to donate a truck chassis that was recently replaced with a new truck for Hazmat. The truck would be titled to the City of Anderson and would be utilized at the Fire Training facility under a Memo of Understanding with the Board and the City.

Vin# 1FDXF46F8YEB88826 Mileage: 140,177 F450 2wd Manual Est Value \$4500 dollars.

Thanks. J Stone Fleet Manager



Generator is not Included....



# RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT:   2  

**Tommy Dunn**  
Chairman, District 5

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

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

**Glenn A. Davis**  
Council District 2

**Greg Elgin**  
Council District 3

**Jimmy Davis**  
Council District 6

**Cindy Wilson**  
Council District 7

**Renee Watts**  
Clerk to Council

**Rusty Burns**  
County Administrator

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

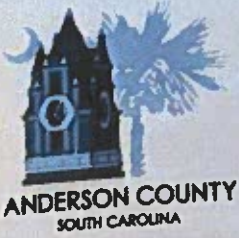
1. Name of entity requesting recreation fund appropriation:  
    **SC State University**
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):   **\$2,500.00**
3. The purpose for which the funds are being requested:  
    **To cover transportation and registration fees for 4-H Camp for Anderson Co. youth.**
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: **Boyd Owens**  
    Mailing Address: **1100 West Franklin St. office 205 Anderson SC 29624**  
    Phone Number: **864-332-0910**  
    Email: **bowens@scsu.edu**
6. Statement as to whether the entity will be providing matching funds:  
    **No matching funds will be provided to cover transportation. We will be providing matching funds for registration at a rate of \$270.00 per participant.**

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.

*Boyd W. Owens*  
Signature

Boyd Owens  
Print Name

4-3-2024  
Date



# RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 4

**Mail/Email/Fax to:**

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

Tommy Dunn  
Chairman, District 5

Brett Sanders  
V. Chairman, District 4

John B. Wright, Jr.  
Council District 1

Glenn A. Davis  
Council District 2

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:

*Pendleton Bass Team*

2. Amount of request (If requesting funds from more than one district, annotate amount from each district) *\$2,500.00*

3. The purpose for which the funds are being requested: *Tournament fees, jerseys & supplies for the Bass Team*

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: *Preston Beard "Jabo"*  
Mailing Address: *362 Harper Rd Pendleton S.C. 29678*  
Phone Number: *864-934-7648*  
Email: *Jabobeard@gmail.com*

6. Statement as to whether the entity will be providing matching funds: *0*

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.

*Preston Beard*  
Signature

*Preston Beard*  
Print Name

*4-9-24*  
Date



# RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 5

**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:

VETS HELPING VETS ANDERSON (VHVA)

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

\$ 4,000.00

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

TO HELP develop our facilities ON BLAKELY ST Anderson

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: GARY COOPER

Mailing Address:

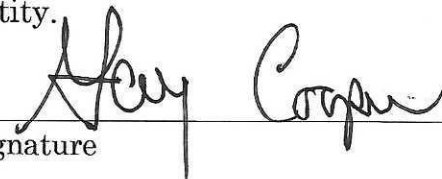
Phone Number: 864-350-4391

Email: gary@vhva.org

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

Entity will NOT provide matching funds.

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

  
Signature

GARY COOPER  
Print Name

04/10/2024  
Date





**AGENDA**  
**Public Safety Committee Meeting**  
**Tuesday, April 9, 2024, 8:00 am**  
**101 South Main Street**  
**Anderson, SC**  
**County Council Chambers**  
***Chairman Greg Elgin, Presiding***

**1. CALL TO ORDER**

Chairman Greg Elgin

**2. INVOCATION & PLEDGE OF ALLEGIANCE**

Hon. Brett Sanders

**3. ANDERSON COUNTY EMERGENCY SERVICES:**  
Year-to-Date Review

Mr. Steven Kelly

**4. MEDSHORE AMBULANCE SERVICE:**  
Contract Review and Request

Mr. Josh Shore

**5. CITIZEN COMMENTS**

**6. ADJOURNMENT**

**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

**Anderson County Building & Codes**  
**Monthly Activity Report**  
**Mar-24**

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<b>Total Number Permit Transactions:</b>	<b>944</b>
<i>New Single Family:</i>	<u>74</u>
<i>New Multi-Family:</i>	<u>20</u>
<i>Residential Additions/Upgrades:</i>	<u>27</u>
<i>Garages/Barns/Storage:</i>	<u>32</u>
<i>New Manufactured Homes:</i>	<u>17</u>
<i>New Commercial:</i>	<u>9</u>
<i>Commercial Upfits/Upgrades:</i>	<u>2</u>
<i>Courtesy Permits/Fees Waived:</i>	<u>                    </u> (See Attached)

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**Inspection Activity:**

<i>Citizens Inquiries:</i> <i>(New &amp; Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>	<u>25</u> (Includes Updating Sub-Standard Cases)
<i>Tall Grass Complaints (New and Follow Ups):</i>	<u>                    </u>
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<u>841</u>
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<u>8</u>
<i>Manufactured Home Inspections:</i>	<u>63</u>
<b>Total Number of Inspections (Site Visits) for Department:</b>	<b><u>937</u></b>

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**Reviews/Misc. Activity:**

<i>Plans Reviewed:</i>	<u>118</u> (Includes preliminary consultations, resubmittals and solar)
<i>Mech/Elec/Plumb Reviews:</i>	<u>20</u> (Includes residential solar)
<i>New Derelict Manufactured Home Cases:</i>	<u>0</u>
<i>Hearings:</i>	<u>                    </u>
<i>Court Cases:</i>	<u>0</u>

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**Revenue Collected:**

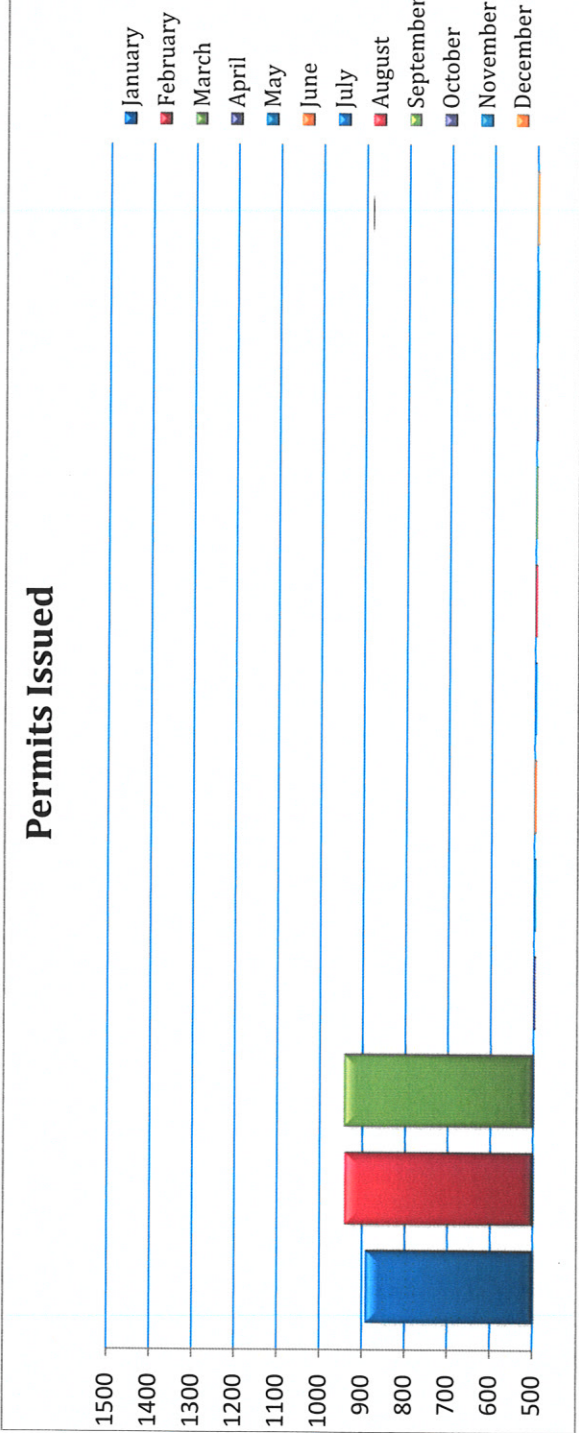
<i>Reinspection Fees Collected:</i>	<u>\$600.00</u>
<i>Plan Review Revenue:</i>	<u>\$12,078.50</u>
<b>Total Revenue For The Month:</b>	<b><u>\$236,384.20</u></b>

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# Anderson County Building & Codes

## Permits Issued for 2024

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	221	248	140	146	91	10	8	28	892
February	254	258	145	146	84	12	8	35	942
March	256	271	145	154	81	2	8	27	944
April									0
May									0
June									0
July									0
August									0
September									0
October									0
November									0
December									0
<b>Total</b>	<b>731</b>	<b>777</b>	<b>430</b>	<b>446</b>	<b>256</b>	<b>24</b>	<b>24</b>	<b>90</b>	<b>2778</b>



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

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

For the month of: **Mar-24**

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

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

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

PLEASE RETURN THE WEEK OF:

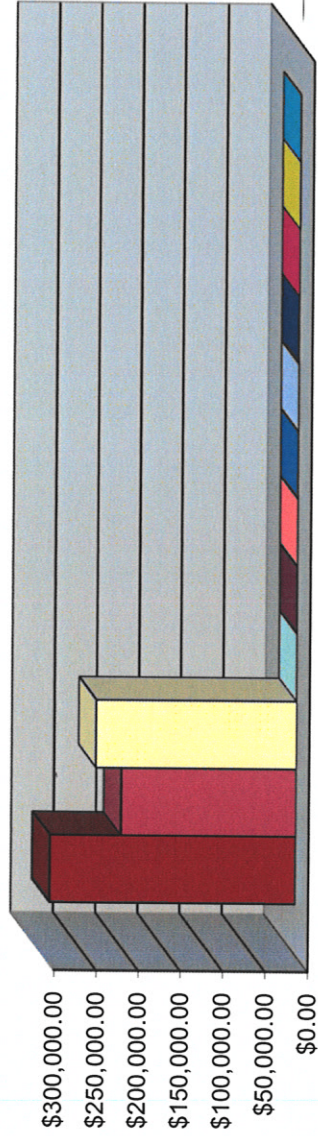
If **NO PERMITS** were issued during this period, mark (X) and return this form

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
Single-Family houses, <b>detached</b> <i>Exclude mobile homes</i>		101	74	74	\$23,166,930			
Single-family houses, <b>attached</b> - Separated by ground to roof wall, - No unites above or below, and - Separate heating systems & utility meters		102	10		\$2,042,240			
Two-family buildings		103	10		\$1,861,000			
Three-and four-family buildings		104						
Five-or-more family buildings		105						
<b>TOTAL: Sum of 101-105</b>		109	94	74	\$27,070,170	0	0	\$0.00
Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>		213						
Other non-housekeeping shelter		214						
Section 3	NEW NONRESIDENTIAL BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
Amusement, social, and recreational		318						
Churches and other religious		319						
Industrial		320						
Parking garages (buildings & open decked)		321						
Service stations and repair garages		322						
Hospitals and institutional		323						
Offices, banks, and professional		324	1		\$1,102,267			
Public works and utilities		325						
Schools and other educational		326						
Stores and customer services		327	8		\$11,965,747			
Other nonresidential buildings		328	15		\$535,224			
Structures other than buildings		329	8		\$440,597			
Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
Residential - <i>Classify additions of garages and carports in Item 438</i>		434	27		\$2,182,406			
Nonresidential and non-housekeeping		437	2		\$181,290			
Additions of residential garages and carports (attached and detached)		438	17		\$757,962			
Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents	Number of		Valuation of Construction Omit cents
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
Single-family houses (attached and detached)		645	1					
Two-family buildings		646						
Three-and four-family buildings		647						
Five-or-more family buildings		648						
All other buildings, structures or mobile homes		649	1					

## Anderson County Building & Codes Permit Revenue for 2024

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$192,973.00	\$25,272.00	\$22,739.00	\$16,167.00	\$5,891.00	\$600.00	\$600.00	\$26,000.50	\$290,242.50
February	\$116,368.60	\$31,453.00	\$12,527.00	\$21,322.00	\$6,897.00	\$900.00	\$600.00	\$16,361.70	\$206,429.30
March	\$154,942.20	\$27,947.50	\$14,090.00	\$17,926.00	\$8,050.00	\$150.00	\$600.00	\$12,678.50	\$236,384.20
April									\$0.00
May									\$0.00
June									\$0.00
July									\$0.00
August									\$0.00
September									\$0.00
October									\$0.00
November									\$0.00
December									\$0.00
<b>Total</b>	<b>\$464,283.80</b>	<b>\$84,672.50</b>	<b>\$49,356.00</b>	<b>\$55,415.00</b>	<b>\$20,838.00</b>	<b>\$1,650.00</b>	<b>\$1,800.00</b>	<b>\$55,040.70</b>	<b>\$733,056.00</b>

**Permit Revenue**



- January
- February
- March
- April
- May
- June
- July
- August
- September
- October
- November
- December

April 10, 2024

DISTRICT 1 - SPECIAL PROJECTS  
560301 528600  
FY Ended June 30, 2024

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	15,313.23
07/18/23	07/28/23	6209	American Red Cross	(2,000.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(1,000.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23	09/13/23	20174	Anderson University (Bass Fishing Club)	(3,750.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(1,500.00)
09/19/23	09/27/23	20636	Community Workshop Choir (Historical Marker)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
09/19/23	09/27/23	20765	T L Hanna Band Aides Inc. (Transportation for Competitions)	(6,156.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
11/07/23	11/15/23	22198	Anderson Area YMCA (Reindeer Run)	(3,000.00)
11/07/23	11/15/23	22031	Anderson Free Clinic (Festival of Trees)	(1,500.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(1,000.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(500.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(200.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(1,000.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(500.00)
12/19/23	01/03/24	23112	Broadway Fire Department	(5,000.00)
12/19/23	01/03/24	23097	Anderson Area Touchdown Club	(2,000.00)
12/19/23	01/03/24	23193	Palmetto Knights	(500.00)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(500.00)
01/02/24	01/17/24	23740	United Negro College Fund	(1,000.00)
01/02/24	01/17/24	23751	Westside Community Center	(1,000.00)
01/16/24	01/24/24	23926	WLS Foundation	(2,000.00)
02/06/24	02/14/24	24414	Junior League of Anderson County	(500.00)
02/06/24	02/21/24	24584	Piedmont Community Alliance	(500.00)
02/20/24	02/28/24	24750	Pendleton Recreation Association	(1,000.00)
03/05/24	03/13/24	25141	Love Well Ministries, Inc.	(500.00)

Ending Balance

15,207.23

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

Renee Watts, Clerk to Council

DATE:

*Rita Davis*

Rita Davis, CFO

DATE: April 10, 2024

April 10, 2024

DISTRICT 2 - SPECIAL PROJECTS  
560302 528600  
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	--	Budget 2023 - 2024	35,000.00
	--	--	From Accommodations Fee	5,000.00
			Brought Forward	31,236.02
06/20/23	07/18/23	6023	Friends of Broadway Lake	(1,250.00)
07/18/23	07/28/23	6209	American Red Cross	(1,000.00)
07/18/23	07/28/23	6375	Homeland Park Community	(1,500.00)
07/18/23	07/28/23	6376	Homeland Park Fire	(2,500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(2,500.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23	09/13/23	20235	Foothills Community Health Care (Patient Pharmacy Fund)	(1,500.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(500.00)
09/19/23	09/27/23	20636	Community Workshop Choir (Historical Marker)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(2,000.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(1,500.00)
10/17/23	10/25/23	21483	Broadway Fire (Roof Repairs)	(5,000.00)
11/07/23	11/15/23	22198	Anderson Area YMCA (Reindeer Run)	(1,000.00)
11/07/23	11/15/23	22031	Anderson Free Clinic (Festival of Trees)	(2,500.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(1,000.00)
11/07/23	11/15/23	22111	Just Jeanie Media Foundation (Educational Programs)	(1,000.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(500.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(1,000.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(1,000.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(500.00)
12/19/23	01/03/24	23193	Palmetto Knights	(500.00)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(1,000.00)
01/02/24	01/17/24	23740	United Negro College Fund	(1,000.00)
01/02/24	01/17/24	23751	Westside Community Center	(1,000.00)
01/16/24	01/24/24	23926	WLS Foundation	(500.00)
02/06/24	02/14/24	24414	Junior League of Anderson County	(500.00)
02/06/24	02/21/24	24584	Piedmont Community Alliance	(500.00)
02/20/24	02/28/24	24750	Pendleton Recreation Association	(500.00)
03/05/24	03/13/24	25141	Love Well Ministries, Inc.	(500.00)
03/19/24	03/27/24	25425	Anderson Area Clemson Club	(333.33)
04/02/24	04/10/24	25779	Palmetto Middle School Robotics Team-Check made payable to ASD #1	(500.00)

Ending Balance 33,652.69

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

\_\_\_\_\_  
*Rita Davis*

Renee Watts, Clerk to Council

DATE: \_\_\_\_\_

Rita Davis, CFO

DATE: April 10, 2024

April 10, 2024

DISTRICT 3 - SPECIAL PROJECTS  
560303 528600  
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	18.89
06/20/23	07/18/23	6023	Friends of Broadway Lake	(1,250.00)
07/18/23	07/28/23	6209	American Red Cross	(500.00)
07/18/23	07/28/23	6252	Belton Area Museum	(1,000.00)
07/18/23	07/28/23	6251	Belton Center for the Arts	(500.00)
08/01/23	08/10/23	19417	Starr Fire Department	(500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(250.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(500.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(500.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(500.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(250.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(250.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary0	(500.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(300.00)
12/19/23	01/03/24	23131	Crescent Elite	(1,500.00)
12/19/23	01/03/24	23097	Anderson Area Touchdown Club	(500.00)
12/19/23	01/03/24	23193	Palmetto Knights	(250.00)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(500.00)
01/02/24	01/17/24	23740	United Negro College Fund	(250.00)
01/02/24	01/17/24	23751	Westside Community Center	(250.00)
01/16/24	01/24/24	23926	WLS Foundation	(500.00)
02/06/24	02/14/24	24414	Junior League of Anderson County	(250.00)
12/27/23	02/14/24	24464	SC Chill Cook-Off	(3,000.00)
02/06/24	02/21/24	24584	Piedmont Community Alliance	(250.00)
02/20/24	02/28/24	24750	Pendleton Recreation Association	(500.00)
03/05/24	03/13/24	25141	Love Well Ministries, Inc.	(250.00)
04/02/24	04/10/24	25779	Palmetto Middle School Robotics Team-Check made payable to ASD #1	(500.00)
04/02/24	04/10/24	25934	Starr Fire Department	(750.00)

Ending Balance 21,968.89

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

\_\_\_\_\_  
Rita Davis, CFO

Renee Watts, Clerk to Council

\_\_\_\_\_  
DATE:

DATE: April 10, 2024



April 10, 2024

DISTRICT 4 - SPECIAL PROJECTS  
560304 528600  
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	---	Budget 2023 - 2024	35,000.00
	--	---	From Accommodations Fee	5,000.00
			Brought Forward	35,045.32
07/18/23	07/28/23	6209	American Red Cross	(1,000.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(400.00)
08/15/23	08/30/23	19870	CESA Tri County	(3,500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(500.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23	09/13/23	20174	Anderson University (Bass Fishing Club)	(3,750.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(1,000.00)
09/19/23	09/27/23	20591	Anderson School Dist. 4 (Mt Lebanon Elementary Living to serve plan)	(2,500.00)
09/19/23	09/24/23	JE 24000559 AA	Anderson Co PRT (Hurricane Springs Park Peak Tower Design)	(5,000.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21116	Just Jeanie Media Foundation (Educational Purposes)	(200.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(1,200.00)
11/07/23	11/15/23	22198	Anderson Area YMCA (Reindeer Run)	(1,000.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(2,500.00)
11/07/23	11/15/23	22160	SC Upstate Equine Council (Spring Fling Open Horse Show)	(1,000.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(500.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(200.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(1,000.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(300.00)
12/19/23	01/03/24	23193	Palmetto Knights	(3,000.00)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(500.00)
01/02/24	01/17/24	23740	United Negro College Fund	(500.00)
01/02/24	01/17/24	23751	Westside Community Center	(500.00)
01/16/24	01/24/24	23926	WLS Foundation	(500.00)
02/06/24	02/14/24	24414	Junior League of Anderson County	(500.00)
02/06/24	02/21/24	24584	Piedmont Community Alliance	(500.00)
02/20/24	02/28/24	24750	Pendleton Recreation Association	(2,000.00)
03/05/24	03/13/24	25141	Love Well Ministries, Inc.	(450.00)
03/19/24	03/27/24	25425	Anderson Area Clemson Club	(333.33)
04/02/24	04/10/24	25779	Palmetto Middle School Robotics Team-Check made payable to ASD #1	(500.00)

Ending Balance 37,711.99

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

\_\_\_\_\_  
Rita Davis

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

\_\_\_\_\_  
Rita Davis, CFO

\_\_\_\_\_  
DATE: April 10, 2024

April 10, 2024

DISTRICT 5 - SPECIAL PROJECTS  
560305 528600  
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	46,340.33
07/18/23	07/28/23	6209	American Red Cross	(1,000.00)
07/18/23	07/28/23	6284	Center Rock Fire	(2,000.00)
07/18/23	07/28/23	6375	Homeland Park Community	(1,500.00)
07/18/23	07/28/23	6376	Homeland Park Fire	(2,500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(1,000.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(800.00)
09/05/23	09/13/23	20174	Anderson University (Bass Fishing Club)	(2,500.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(1,000.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(1,000.00)
11/07/23	11/15/23	22198	Anderson Area YMCA (Reindeer Run)	(1,000.00)
11/07/23	11/15/23	2201	Anderson Free Clinic (Festival of Trees)	(2,000.00)
11/07/23	11/15/23	22074	David's Global Community Development (Thanks Give A Way for Autism)	(1,000.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(2,500.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(1,500.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(200.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(1,000.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(300.00)
12/19/23	01/03/24	23097	Anderson Area Touchdown Club	(2,000.00)
12/19/23	01/03/24	23193	Palmetto Knights	(500.00)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(500.00)
01/02/24	01/17/24	23740	United Negro College Fund	(500.00)
01/02/24	01/17/24	23751	Westside Community Center	(500.00)
01/16/24	01/24/24	23926	WLS Foundation	(500.00)
02/06/24	02/14/24	24414	Junior League of Anderson County	(500.00)
02/06/24	02/21/24	24584	Piedmont Community Alliance	(500.00)
02/20/24	02/28/24	24750	Pendleton Recreation Association	(500.00)
03/05/24	03/13/24	25063	Centerville Elementary School	(5,000.00)
03/05/24	03/13/24	25141	Love Well Ministries, Inc.	(500.00)
03/19/24	03/27/24	25425	Anderson Area Clemson Club	(333.33)
04/02/24	04/10/24	25779	Palmetto Middle School Robotics Team-Check made payable to ASD #1	(500.00)

Ending Balance 48,707.00

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

\_\_\_\_\_  
*Rita Davis*

Renee Watts, Clerk to Council

Rita Davis, CFO

DATE: \_\_\_\_\_

DATE: April 10, 2024

April 10, 2024

DISTRICT 6 - SPECIAL PROJECTS  
 560306 528600  
 FY Ended June 30, 2024

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	26,994.45
08/01/23	08/10/23	19377	Powdersville League of Athletic Youth (PLAY) for Field Maintenance	(5,000.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	1987	CESA Tri County	(3,500.00)
08/15/23	08/30/23	19446	Piedmont Emergency Relief Center (Basic Assistance)	(2,500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(5,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(1,000.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(500.00)
09/19/23	09/24/23	JE 24000559 AA	Anderson Co PRT (Hurricane Springs Park Peak Tower Design)	(5,000.00)
09/19/23	09/27/23	20636	Community Workshop Choir (Historical Marker)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(300.00)
10/17/23	10/25/23	21578	Piedmont Public Service District ( Christmas lights for Town of Piedmont)	(1,200.00)
11/07/23	11/15/23	22031	Anderson Free Clinic (Festival of Trees)	(350.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(350.00)
11/21/23	11/29/23	22369	Anchor@d in His Grace Ministry (Christmas Feed)	(250.00)
11/21/23	11/29/23	22402	Connect Powdersville	(7,500.00)
12/19/23	01/03/24	23097	Anderson Area Touchdown Club	(500.00)
12/19/23	01/03/24	23193	Palmetto Knights	(500.00)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(500.00)
01/02/24	01/17/24	23740	United Negro College Fund	(500.00)
01/16/24	01/24/24	23926	WLS Foundation	(500.00)
02/06/24	02/14/24	24414	Junior League of Anderson County	(250.00)
02/06/24	02/06/24	JV24001595	Anderson County Parks Department-Dolly Cooper Disc Golf Course	(1,000.00)
02/06/24	02/21/24	24584	Piedmont Community Alliance	(2,000.00)
02/20/24	02/28/24	24750	Pendleton Recreation Association	(500.00)
03/05/24	03/13/24	25141	Love Well Ministries, Inc.	(300.00)
03/05/24	03/13/24	25177	Powdersville YMCA	(2,500.00)
03/19/24	03/27/24	25425	Anderson Area Clemson Club	(250.00)
04/02/24	04/10/24	25779	Palmetto Middle School Robotics Team-Check made payable to ASD #1	(1,000.00)

Ending Balance 22,244.45

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

\_\_\_\_\_  
 Rita Davis

Renee Watts, Clerk to Council  
 Rita Davis, CFO

\_\_\_\_\_  
 DATE: April 10, 2024

April 10, 2024

DISTRICT 7 - SPECIAL PROJECTS  
560307 528600  
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	--	--	Budget 2023 - 2024	35,000.00
	--	--	From Accommodations Fee	5,000.00
			Brought Forward	0.00
07/18/23	07/28/23	6224	Anderson Jets Track	(500.00)
07/18/23	07/28/23	6542	Watkins Community Center	(1,500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19872	Cheddar Youth Center	(3,500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(500.00)
08/15/23	08/30/23	19973	Town of Honea Path	(5,000.00)
08/15/23	08/30/23	19974	Town of Pelzer	(5,000.00)
08/15/23	08/30/23	19975	Town of West Pelzer	(5,000.00)
08/15/23	08/30/23	19976	Town of Williamston	(5,000.00)
09/05/23	09/13/23	20168	Honea Path Free Clinic	(1,000.00)
09/19/23	09/27/23	20765	T L Hanna Band Aides Inc. (Transportation for Competitions)	(500.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/03/23	10/11/23	21050	Palmetto Fishing Team (Canopy for tournament weigh-ins)	(1,271.96)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(200.00)
10/17/23	10/25/23	21490	Caroline Community Center	(5,000.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(200.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(200.00)
12/19/23	01/03/24	23097	Anderson Area Touchdown Club	(500.00)
12/19/23	01/03/24	23193	Palmetto Knights	(500.00)
01/02/24	01/17/24	23551	Anderson County Foster Parent Association	(200.00)
01/16/24	01/24/24	23926	WLS Foundation	(500.00)
03/19/24	03/27/24	25425	Anderson Area Clemson Club	(250.00)
04/02/24	04/10/24	25779	Palmetto Middle School Robotics Team-Check made payable to ASD #1	(2,000.00)

Ending Balance 678.04

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

\_\_\_\_\_  
Rita Davis, CFO

\_\_\_\_\_  
DATE: April 10, 2024

## All Project Report - March 31st 2024

Total	\$2,270,842.04
FY 18-19 Budget	\$1,500,000.00
Transfer In	\$770,842.04

Prepared by: Amy Merritt  
Date: 4-01-24

Committed	\$2,213,998.59
<b>AVAILABLE</b>	<b>\$56,843.45</b>

Certified by: Neil Carney  
*NWC* Date 4/10/24

Approved Date	Project	Projects/Towns-Cities/Other		Total Spent to Date	Completion Date
		Scope	Appropriated Amount		
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00	\$1,600.00	04/30/19
08/07/18	Town of Honea Path	Paving	\$48,000.00	\$19,946.09	
08/07/18	Town of Pelzer	Paving	\$17,000.00	\$6,625.69	
08/07/18	Town of West Pelzer	Paving	\$25,000.00	\$25,000.00	
08/07/18	Town of Williamston	Paving	\$52,000.00	\$52,000.00	
08/21/18	School District Road in D6	Paving	\$0.00	\$0.00	
10/02/18	Mental Health Parking Lot	Pave Parking Lot	\$23,158.55	\$23,158.55	
10/04/18	C-Fund Matching Funds	Paving	\$315,000.00	\$315,000.00	Transfer complete
11/07/18	Road Improvement Plan	See Below	\$1,723,840.04	\$2,224,750.68	
<b>Totals:</b>			<b>\$2,213,998.59</b>	<b>\$2,668,081.01</b>	

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

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

# District 1 Paving Report

Through March 31st, 2024

FY18-19 Budget includes Carry-forward from FY17-18 Budget	\$0.00
Committed	\$0.00
<b>AVAILABLE</b>	<b>\$0.00</b>

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

Approval Date	Project	Projects/Towns-Cities/Other		Total Project Spent To-Date	Completion Date
		Scope	Appropriated Amount		
	City of Anderson	-	\$0.00	\$0.00	
11/2/2016	Civic Center	Upgrade roads, landscaping	\$56,306.16	\$56,306.16	incomplete
1/16/2018	Oak Hill Drive Traffic Control	Radar sign & reflectors	\$3,903.03	\$3,903.03	incomplete
Totals:			\$60,209.19	\$60,209.19	

Approval Date	Project	District 1 Paving Plan		Total Project Spent To-Date	Completion Date
		Scope	Appropriated Amount		
All monies now in account 000					
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of March 31st, 2024

Prepared By: Amy Merritt

Roads & Bridges

*Amy Merritt*

April 1, 2024

Certified By: Neil Carney

Neil Carney

Date

*Neil Carney*  
4/11/24













# District 7 Paving Report

Through March 31st, 2024

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
<b>AVAILABLE</b>	<b>\$0.00</b>

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

Approval Date	Project	Projects/Towns&Cities/Other		Total Project Spent To-Date	Completion Date
		Scope	Appropriated Amount		
7/7/2015	Town of Honea Path	Grading/drainage	\$48,000.00	\$48,000.00	3/21/2017
10/19/2016	Town of Honea Path	Grading/drainage	\$48,000.00	\$25,627.46	incomplete
11/18/2014	Town of Pelzer	Grading/drainage	\$5,000.00	\$2,812.55	incomplete
7/7/2015	Town of Pelzer	Grading/drainage	\$2,500.00	\$0.00	incomplete
10/19/2016	Town of Pelzer	Grading/drainage	\$17,000.00	\$0.00	incomplete
	Town of West Pelzer	Grading/drainage	\$0.00	\$0.00	
10/19/2016	Town of Williamston	Grading/drainage	\$52,000.00	\$24,579.51	incomplete
<b>Totals:</b>			<b>\$172,500.00</b>	<b>\$101,019.52</b>	

District 7 Paving Plan		Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
Approval Date	Project				
All monies moved to account 000					
<b>Totals:</b>			<b>\$0.00</b>	<b>\$0.00</b>	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of March 31st, 2024

Prepared By: Amy Merritt  
 Roads and Bridges  
 Date April 1, 2024

Neil Carney  
 Date 4/10/24