



AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, January 21, 2025, at 6:30 p.m.
Anderson County Museum
202 East Greenville Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Jimmy Davis

3. APPROVAL OF MINUTES

minutes not received January 7, 2025

4. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

5. ORDINANCE THIRD READING:

- a. **2024-060:** An Ordinance authorizing the execution and delivery of the first amendment to that certain agreement for development of a joint county industrial and business park by and between Anderson County, South Carolina and Greenville County, South Carolina; and other matters related thereto. [Project Ott]
(PUBLIC HEARING THREE MINUTE TIME LIMIT)

Mr. Burriss Nelson (allotted 5 minutes)

6. ORDINANCE SECOND READING:

- a. **2024-053:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax and special source credit agreement by and between Anderson County, South Carolina and [Project Vista] 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.
(PUBLIC HEARING THREE MINUTE TIME LIMIT)

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2024-054:** 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; and other matters related thereto. [Project Vista] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

Tommy Dunn
Chairman, District Five

Chris N. Sullivan
District One

Greg Elgin
District Three

M. Cindy Wilson
District Seven



Brett Sanders
V. Chairman, District Four

Glenn Davis
District Two

Jimmy Davis
District Six

Renee Watts
Clerk to Council

Rusty Burns
County Administrator



- c. **2025-002:** An Ordinance to restrict the use of certain real property owned by Anderson County, located east of South Gossett Street and South of Minor Street (former Riverside Mill site); and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

7. ORDINANCE FIRST READING:

- a. **2025-003:** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Map to rezone +/- 16.77 acres from Industrial District (I-2) to R-10 (Single-Family Residential) on a parcel of land identified in the Hopewell Precinct as shown in Deed Book 17721 at page 242. The parcels are further identified as TMS #144-00-05-013 and #144-00-05-014. (District 4)

Ms. Alesia Hunter (allotted 5 minutes)

- b. **2025-004:** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Map to rezone +/- 175.96 acres from Single-Family Residential District (R-20) to R-A2 (Residential Agriculture (2.0 acre min.) and R-12 (Single-Family Residential District) on a parcel of land identified in the Hopewell Precinct as shown in Deed Book 12915 at page 228. The parcel further identified as TMS #144-00-03-001. (District 4)

Ms. Alesia Hunter (allotted 5 minutes)

- c. **2025-005:** An Ordinance to authorize the transfer of real property bearing TMS No.: 148-22-01-009 (Tract A) to the current owner of a tract from which Tract A was deeded to Anderson County Water and Sewer Authority for location of a package of wastewater treatment plant; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

8. RESOLUTIONS: NONE

9. 2025 COMMITTEE APPOINTMENTS:

Chairman Tommy Dunn (allotted 10 minutes)

10. EXECUTIVE SESSION:

- a. Receipt of legal advice subject to the attorney-client privilege regarding legal action involving McFalls Landing at Broadway Lake
- b. Action following executive session.

11. BIDS APPROVALS/CHANGE ORDERS:

- a. Bid #25-007 River Oaks Paving
- b. Bid #25-011 Demolition of Structures
- c. Bid #25-012 Mowing of County Properties
- d. Bid #25-015 Piedmont Riverfront Park

12. SPECIAL FUNDING PROJECTS REGULATIONS

Mr. Tommy Dunn

13. OPIOID RECOVERY APPLICATIONS

Mr. Tommy Dunn

14. APPOINTMENTS:

- a. Anderson County Planning Commission
- b. Anderson County Library Board

Mr. Chris Sullivan
Ms. Cindy Wilson



15. REQUEST BY COUNCIL:

- a. Foothills Community Healthcare-District 2
- b. JBECO-All Districts

16. ADMINISTRATOR'S REPORT

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

17. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

18. REMARKS FROM COUNCIL

19. ADJOURNMENT

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

ORDINANCE NO. 2024-060

AUTHORIZING THE EXECUTION AND DELIVERY OF THE FIRST AMENDMENT TO THAT CERTAIN AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND GREENVILLE COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (“Anderson”), acting by and through its County Council (the “Anderson County Council”), and Greenville County, South Carolina (“Greenville” and, together with Anderson, the “Counties”), acting by and through its County Council (the “Greenville County Council” and, together with Anderson County Council, the “County Councils”) are authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (the “Act”), to enter into an agreement to create a multi-county industrial or business park to promote economic development and encourage investment and employment opportunities in and around Anderson County and Greenville County; and

WHEREAS, the Counties, acting by and through their respective County Councils, and as authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (the “Act”), are authorized to enter into a multi-county industrial or business park to promote economic development and encourage investment and employment opportunities in and around Anderson County and Greenville County; and

WHEREAS, pursuant to Ordinance No. 2021-077 enacted by Anderson County Council on March 1, 2022, and Ordinance No. 5382 enacted by Greenville County Council on January 18, 2022, Anderson County and Greenville County entered into the Agreement for Development of a Joint County Industrial and Business Park (the “**Park Agreement**”) and included within its boundaries certain properties totaling approximately 240 acres, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the term of the Park Agreement is limited to thirty years; and

WHEREAS, the Counties have agreed to amend the Park Agreement to establish an extended term and make other amendments (the “Amendments”); and

WHEREAS, the Counties have caused to be prepared and presented to this meeting the form of First Amendment to Agreement for Development of a Joint County Industrial and Business Park (“First Amendment”), attached hereto as **Exhibit B**, which is reflective of Amendments, and which Anderson County proposes to execute and deliver to Greenville County; and

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

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

Section 1. Amendment. The form, terms and provisions of the First Amendment presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the First Amendment was set out in this Ordinance in its entirety. The Anderson County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver the First

Amendment in the name of and on behalf of Anderson County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the First Amendment to be delivered to Greenville County. The First Amendment 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 Anderson 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 First Amendment now before this meeting.

Section 2. *Further Assurances.* The Chairman and County Administrator are hereby authorized and directed to take whatever further action and execute whatever further documents as may be reasonably necessary or appropriate to effect the intent of this Ordinance.

Section 3. *Severability.* The provisions of this Ordinance are separable, and if any section, phrase, or provision is declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 4. *General Repealer.* All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

This Ordinance takes effect and is in full force only after Anderson County Council has approved it following three readings and a public hearing.

ANDERSON COUNTY COUNCIL:

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee Watts
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

READINGS:

First reading:	December 17, 2024
Second reading:	January 7, 2025
Public hearing:	January 21, 2025
Third reading:	January 21, 2025

Exhibit A

**Agreement for Development of a
Joint County Industrial and Business Park**

Originally Dated February 21, 2022

By and Between

Anderson County, South Carolina

And

Greenville County, South Carolina

Exhibit B

**First Amendment to
Agreement for Development of a
Joint County Industrial and Business Park**

Originally Dated February 21, 2022

By and Between

Anderson County, South Carolina

And

Greenville County, South Carolina

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)
)
 COUNTY OF ANDERSON)
)

**AGREEMENT FOR DEVELOPMENT OF A
 JOINT COUNTY INDUSTRIAL AND
 BUSINESS PARK**

THIS AGREEMENT for the development of a joint county industrial and business park to be located within Greenville County is made and entered into as of February 21, 2022 (the “Effective Date”) by and between Greenville County, South Carolina (“Greenville County”) and Anderson County, South Carolina (“Anderson County”).

RECITALS

WHEREAS, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (the “Act”), Greenville County and Anderson County are authorized to enter into a multi-county industrial or business park to promote economic development and encourage investment and employment opportunities in and around Greenville County and Anderson County; and

WHEREAS, in order to continue to promote economic development and encourage investment and employment opportunities in and around Greenville County and Anderson County, as authorized by Article VIII, Section 13(D) of the South Carolina Constitution and the Act, Greenville County has requested that Anderson County develop, together with Greenville County, a joint county industrial and business park, which park shall upon execution of this Park Agreement include within its boundaries the properties totaling approximately 240 acres more particularly described in Exhibit A (Greenville) attached to the Park Agreement (as defined below) (the “Park”); and

WHEREAS, pursuant to Ordinance No. 5382, enacted by Greenville County Council on January 20, 2022, and Ordinance No. 2021-077 enacted by Anderson County Council on February 21, 2022, Greenville County and Anderson County have agreed to the specific terms and conditions of the Park arrangement as set forth in this Agreement; and

WHEREAS, it is the expressed intent of Greenville County by the establishment of this Park and Agreement, that the properties totaling approximately 240 acres appearing in Exhibit A of the Park Agreement will be located within a Joint County Industrial and Business Park; and

WHEREAS, as a consequence of the development of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Greenville County and Anderson County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (the "Code") and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. **Notice of Effective Date; Location of the Park.**

(A) Upon, and as of, the Effective Date of this Agreement, the Park shall consist of any and all property located within Greenville County which is more particularly described in Exhibit A (Greenville) attached hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within Greenville County. The boundaries of the Park may be enlarged or diminished from time to time, as authorized by ordinances of the county councils of both Greenville County and Anderson County. If any additional property, other than the property described in Exhibit A (Greenville), proposed for inclusion in the Park, in whole or in part, is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park by ordinances of Greenville County Council and Anderson County Council, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Greenville) which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a reference to the specific ordinances of Greenville County Council and Anderson County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Greenville County Council and by Anderson County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Greenville County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Greenville County at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

4. **Fee in Lieu of Taxes.** Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* taxes) equivalent to the *ad valorem* taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. **Allocation of Expenses.** Greenville County and Anderson County shall bear expenses incurred in connection with the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance and promotion of the Park, in the following proportions:

A. Greenville County	100%
B. Anderson County	0%

6. **Allocation of Revenues.** Greenville County and Anderson County shall receive an allocation of all revenues generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

A. Greenville County	99%
B. Anderson County	1%

With respect to such fees generated from properties located in the Park, that portion of such fees allocated to Anderson County shall thereafter be paid by the Treasurer of Greenville County to the Treasurer of Greenville County within ten (10) business days following the end of the calendar quarter of receipt, for distribution.

7. **Revenue Allocation within Each County.**

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Greenville County and to Anderson County, as the case may be, according to the proportions established by Section 6 of this Agreement. Such revenues shall be distributed within Greenville County in the manner provided by ordinance of the Greenville County Council.

(B) Revenues allocable to Anderson County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Park shall be distributed as determined by Anderson County.

8. **Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code.** It is hereby agreed that the entry, hereto for or hereafter, by Greenville County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Greenville County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to

Greenville County and Anderson County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Sections 6 and 7 of this Agreement.

10. **Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Greenville County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. **Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties is vested with the Sheriff's Department of Greenville County. If any of the Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

12. **South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

13. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

14. **Counterpart Execution.** This Agreement may be executed in multiple counterparts.

15. **Term.** This Agreement shall extend for a term of thirty (30) years from the Effective Date of this Agreement.

[End of Agreement – Execution Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date (as defined above).

GREENVILLE COUNTY, SOUTH CAROLINA

By: Willis H Meadows
Willis Meadows, Chairman, County Council
Greenville County, South Carolina



By: [Signature]
Joseph Kernell, County Administrator
Greenville County, South Carolina

Attest:

By: Regina McCaskill
Regina McCaskill, Clerk to County Council
Greenville County, South Carolina

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman, County Council
Anderson County, South Carolina

[SEAL]

Attest:

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date (as defined above).

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____
Willis Meadows, Chairman, County Council
Greenville County, South Carolina

By: _____
Joseph Kernell, County Administrator
Greenville County, South Carolina

[SEAL]

Attest:

By: _____
Regina McCaskill, Clerk to County Council
Greenville County, South Carolina

ANDERSON COUNTY, SOUTH CAROLINA

By: Tommy Dunn
Tommy Dunn, Chairman, County Council
Anderson County, South Carolina

[SEAL]

Attest:

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

**EXHIBIT A
(GREENVILLE COUNTY)**

TAX MAP PARCEL #

0160000100100

0160000100101

0160000100102

0160000100106

0160000100109

0160000100201

0157000200200

FIRST AMENDMENT

TO

**AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY
INDUSTRIAL AND BUSINESS PARK**

ORIGINALLY DATED AS OF FEBRUARY 21, 2022;

BY AND BETWEEN

GREENVILLE COUNTY, SOUTH CAROLINA

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF

December 31, 2024

**FIRST AMENDMENT TO AGREEMENT FOR DEVELOPMENT OF A JOINT
COUNTY INDUSTRIAL AND BUSINESS PARK**

THIS FIRST AMENDMENT TO AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (this “*First Amendment*”) is made effective as of December 31, 2024, by and between GREENVILLE COUNTY (“*Greenville*”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “*Greenville County Council*”) as governing body of Greenville, and ANDERSON COUNTY (“*Anderson*” and, together with Greenville, “*The Counties*”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “*Anderson County Council*” and, together with Greenville County Council, the “*County Councils*”) as governing body of Anderson (hereinafter, each of Greenville and Anderson are referred to individually as a “Party” and, collectively, as the “Parties”).

WITNESSETH:

WHEREAS, the Counties, acting by and through their respective County Councils, and as authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (the “Act”), are authorized to enter into a multi-county industrial or business park to promote economic development and encourage investment and employment opportunities in and around Greenville County and Anderson County; and

WHEREAS, pursuant to Ordinance No. 5382 enacted by Greenville County Council on January 18, 2022, and Ordinance No. 2021-077 enacted by Anderson County Council on March 1, 2022, Greenville County and Anderson County entered into the Agreement for Development of a Joint County Industrial and Business Park (the “**Park Agreement**”) and included within its boundaries certain properties totaling approximately 240 acres more particularly described in Exhibit A (Greenville) attached to the Park Agreement; and

WHEREAS, the term of the Park Agreement is currently limited to thirty years; and

WHEREAS, the approved project on the 240 acres is part of a long-term environmental cleanup and redevelopment master plan for an abandoned textile industrial site located along the Swamp Rabbit Trail (“SRT”) and Blue Ridge Road in Greenville County; and

WHEREAS, the Counties have agreed to amend the Park Agreement, consistent with the Act, to establish an extended term that matches the term of the incentives agreed upon for this extensive project and make other amendments; and

WHEREAS, the Greenville County Council and the Anderson County Council finds that executing this First Amendment is in the best interest of the Counties and their citizens; and

WHEREAS, pursuant to Ordinance No. _____ enacted by Greenville County Council on _____, 2024, and Ordinance No. 2024-060 enacted by Anderson County

Council on January 21, 2025, Greenville County and Anderson County have each approved the execution and delivery of this First Amendment.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements herein contained and other value, the Parties hereto agree to amend the Agreement for Development of a Joint County Industrial and Business Park as follows:

(A) Section 15 is deleted in its entirety and replaced with the following:

[begin amending language]

15. **Term.** The term of this Agreement shall expire on the later of: (i) December 31, 2084 or (ii) December 31 of the year which is sixty (60) years following the year during which the first portion of property was placed into service under that certain Special Source Credit Agreement among Greenville County, South Carolina and Cone Mills Acquisition Group, LLC, originally dated as of January 20th, 2022, as subsequently amended or assigned.

[end amending language]

(B) A new Section 16 is added as follows:

[begin amending language]

16. **Complete Agreement; Amendment.** This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Park and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement. This Agreement may be amended only by a written agreement of the Parties hereto which is approved by ordinances of both Greenville County Council and Anderson County Council.

[end amending language]

(C) Except as modified by this First Amendment, the Counties hereby acknowledge and agree that the Agreement for Development of a Joint County Industrial and Business Park remains in full force and effect.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment Agreement to be effective as of the Effective Date (as defined above).

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____
Benton Blount, Chairman, County Council
Greenville County, South Carolina

By: _____
Joseph Kernell, County Administrator
Greenville County, South Carolina

[SEAL]

Attest:

By: _____
Jessica Stone, Deputy Clerk to County Council
Greenville County, South Carolina

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman, County Council
Anderson County, South Carolina

[SEAL]

Attest:

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

ORDINANCE NO. 2024-053

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND [PROJECT VISTA] 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 industrial 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 Council adopted on _____, 202_ an inducement resolution (the “*Inducement Resolution*”) with respect to certain proposed investment by [Project Vista], a _____ (the “*Company*”) (which was known to the County at the time as “*Project Vista*”), 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 one or more new distribution/manufacturing facilities in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$6,200,000 in the County 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 Resolution, 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 infrastructure 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 is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

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

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

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

ENACTED in meeting duly assembled this _____ day of _____, 202_.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Rusty Burns, Anderson County Administrator

Renee D. Watts, Clerk to Anderson County Council

APPROVED AS TO FORM:

Leon C. Harmon, Anderson County Attorney

First Reading: _____, 202_
Second Reading: _____, 202_
Third Reading: _____, 202_
Public Hearing: _____, 202_

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 _____, 202_, _____, 202_, and _____, 202_, 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: _____, 202_

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT VISTA]

Dated as of _____, 20__

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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.

Company Name:	<i>To be provided</i>	Project Name:	Project Vista
Projected Investment:	\$6,200,000	Projected Jobs:	N/A
Location (street):	<i>To be provided</i>	Tax Map No.:	<i>To be provided</i>
1. FILOT			
Required Investment:	\$6,200,000	Required Jobs:	N/A
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	327.06 mills	Net Present Value (if yes, discount rate):	
Clawback information:			
2. MCIP			
Included in an MCIP:	Anderson/Greenville Park (2010)		
If yes, Name & Date:			
3. SSC			
Total Amount:			
No. of Years	20 years		
Yearly Increments:	85% years 1-5; 35% years 6-20		
Clawback information:	If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the SSC is terminated prospectively.		
4. Other information	In the event \$6,200,000 has been invested within the Standard Investment Period, the Standard Investment Period shall be extended an additional 5 years.		

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 _____, 202_ 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 VISTA], a _____ organized and existing under the laws of the State of _____ (the "*Company*").

RECITALS

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

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

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute one or more distribution/manufacturing facilities in the County.

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

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

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

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

ARTICLE I
DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

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

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

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$6,200,000.00 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

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

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

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and 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.

“Extended Investment Period” shall mean the period ending five (5) years after the end of the Standard 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 plus the Extended Investment Period, if applicable.

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

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

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

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

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

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

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

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

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

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

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

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29th 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) The Company is organized and in good standing under the laws of the State of _____, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of one or more distribution/manufacturing facilities, 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, and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2025. In the event the Contract Minimum Investment Requirement has been met within the Standard Investment Period, the Investment Period shall be extended to include the Extended Investment Period.

(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 twenty (20) consecutive years in an amount equal to eighty-five percent (85%) for years 1 through 5 and thirty-five percent (35%) for years 6 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) Notwithstanding the calculation of Special Source Credits in Section 4.02(a), should the Company fail to meet the Contract Minimum Investment Requirement by the end of the Standard Investment Period, the Special Source Credits shall be terminated on a prospective basis only.

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

(f) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the

County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirement

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

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

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project

and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

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

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the 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 twenty-four (24) 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. The Administration Expenses associated with the finalization and approval of this Fee Agreement and related documents will be \$4,200.

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the

terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

With a copy to:

Maynard Nexsen PC
Attn: Toby Whitmire
104 South Main Street, Suite 900
Greenville, South Carolina 29601

If to the County:

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

With a copy to:

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

Section 7.02 Binding Effect

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

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

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

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

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signatures

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

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

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

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

[PROJECT VISTA]

Name: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[To be added]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 202_ 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 \$_____.

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

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

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 202_ between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

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

Personal Property Description

Investment Amount

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

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

Name: _____
Its: _____

ORDINANCE NO. 2024-054

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; AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Ordinance No. 2010-026 enacted October 19, 2010 by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, with Greenville County (the "Agreement"); and

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

WHEREAS, in connection with certain incentives being offered by Anderson County, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

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

DONE in meeting duly assembled this ____ day of _____, 20__.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman, Anderson County Council

Attest:

By: _____
County Administrator

By: _____
Clerk to Anderson County Council

FORM APPROVED BY:

County Attorney

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

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

[Project Vista legal description to be added]

ORDINANCE NO. 2025-002

AN ORDINANCE TO RESTRICT THE USE OF CERTAIN REAL PROPERTY OWNED BY ANDERSON COUNTY, LOCATED EAST OF SOUTH GOSSETT STREET AND SOUTH OF MINOR STREET (FORMER RIVERSIDE MILL SITE); AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Code requires a public hearing prior to the sale of real property;

WHEREAS, Anderson County is the current owner of 8.56 acres of land located east of South Gossett Street and South of Minor Street in Anderson County, South Carolina, and identified by tax map number 150-09-16-003;

WHEREAS, the referenced real property is subject to a Voluntary Cleanup Contract, 04-5402-NRP, with the South Carolina Department of Environmental Services; and

WHEREAS, Anderson County desires to encumber the above referenced land for the benefit of the public in accordance with the terms of the Voluntary Cleanup Contract to allow productive redevelopment of the site.

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

1. Anderson County Council desires to encumber the property identified as tax map number 150-09-16-003, recorded in Anderson County Register of Deeds Book 6504 at Page 207, with covenants and restrictions to allow for productive redevelopment of the site. The covenants and restrictions are included in Attachment A.
2. The County Administrator is authorized to execute the declaration of covenants and restrictions included in Attachment A.
3. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.
4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
5. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this _____ day of _____, 2025.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that the County hereby declares and covenants on behalf of itself and its successors that the Property described in Exhibit A shall be held, mortgaged, transferred, sold, conveyed, leased, occupied, and used subject to VCC 04-5402-NRP dated, December 10, 2004, to include the following restrictions, which shall touch and concern and run with the title to the Property.

1. Groundwater beneath the Property shall not be used for any purpose without prior written approval from the Department or its successor agency.
2. The Property shall not be used for the following purposes: (a) single family residences including patio homes, townhomes, or any other residential developments that include individually owned or controlled land; (b) agricultural use; or (c) active outdoor recreational use such as playgrounds or athletic fields that may result in exposure to soil, or (d) any other use or activity that may disturb the soil, except in accordance with a plan approved by the Department or its successor agency.
3. Soil on the Property shall not be disturbed or removed from the Property except in accordance with a plan approved by the Department or its successor agency.
4. Department approved exposure barriers shall be installed and maintained in good condition across the portion of the Property identified in Exhibit B within the Fill Boundary Line. There shall be no disturbance of the exposure barriers or the underlying soil except in accordance with a plan approved by the Department or its successor agency.
5. The Department or its successor agency, and all other parties performing response actions under the Department's oversight, have an irrevocable right of access to perform and oversee response actions conducted on the property.
6. The covenants and restrictions set forth herein shall run with the title to the Property and shall be binding upon the County and its successors. The County and its successors shall include the following notice on all deeds, mortgages, plats, or any legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these covenants):

NOTICE: This Property Subject to Declaration of Covenants and Restrictions recorded on the ____ day of _____ 20__, at Book _____ Page _____, Officer of the Register of Deeds, and any subsequent Amendments Recorded thereto.

7. The County and its successors and assigns shall submit to the Department or its successor agency a statement of maintenance of the covenants and restrictions as set forth above on or before May 31st of every year.

8. This Declaration shall remain in place until such time as the Department or its successor agency has made a written determination that the covenants and restrictions set forth herein are no longer necessary. This Declaration shall not be amended without the written consent of the Department or its successor agency.
9. This Declaration only applies to the Property expressly identified in Exhibit A and does not impair the authority of the Department or its successor agency with respect to any other real property under the control of the County.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, **Anderson County** has caused this instrument to be executed as of the date first above written.

ANDERSON COUNTY

A SOUTH CAROLINA LOCAL GOVERNMENT

WITNESSES:

By:

(Name and Title)

STATE OF SOUTH CAROLINA

)

)

ACKNOWLEDGEMENT

)

COUNTY OF RICHLAND

I, _____ (Notary Public), do hereby certify that, _____, an authorized representative of the **Anderson County**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, on behalf of the local government.

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public for _____

My Commission Expires: _____

IN WITNESS WHEREOF, the Department has caused this instrument to be executed as of the date first above written.

SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES

WITNESSES:

[Handwritten Signature]

By:

[Handwritten Signature: Juli E. Blalock]
Juli E. Blalock, Chief

[Handwritten Signature]

Bureau of Land and Waste Management,
Environmental Affairs

STATE OF South Carolina)

ACKNOWLEDGEMENT

COUNTY OF Kershaw)

I, Sherry Taylor (Notary Public), do hereby certify that Juli E. Blalock, Chief of the Bureau Land and Waste Management in the South Carolina Department of Environmental Services, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 18 day of Nov, 2024.

[Handwritten Signature]
SC

Notary Public for

My Commission Expires: 9/20/27

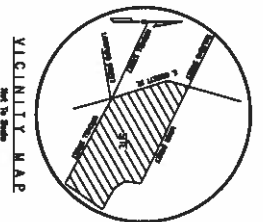
SHERRY TAYLOR
Notary Public
State of South Carolina
My Commission Expires Sept. 20, 2027

EXHIBIT A

LEGEND
 **LIMITS OF FILL**



FILL BOUNDARY LINE
 AS WAS FIELD LOCATED 05-06-2013
 ON SURVEY BY ARROW NORTH SURVEYING, LLC



811
 Know what's below.
 Call before you dig.

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C005

RECORD GRADING PLAN





RIVERSIDE MILL CORRECTIVE MEASURES PLAN
 204 South Gossett Street
 Anderson County, South Carolina



blueWATER
 civil design
 bluewater civil design, llc
 718 lowndes hill road • greenville, sc 29607
 www.bluewatercivil.com • info@bluewatercivil.com

Project No. 005
 Date: 05/06/2013
 Scale: 1" = 20'
 Drawing No. 005-01
 Revision: 1.0
 Author: JLD
 Checker: JLD
 Approver: JLD

Ordinance #2025-003

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Map to rezone +/- 16.77 acres from Industrial District (I-2) to R-10 (Single-Family Residential) on a parcel of land identified in the Hopewell Precinct as shown in Deed Book 17721 at page 242. The parcels are further identified as TMS #144-00-05-013 and #144-00-05-014.

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 amendment of the map; and,

Whereas, County Council does not desire to amend the Map by adopting a zoning map amendment from I-2 to R-10 for +/- 16.77 acres of TMS#: 144-00-05-013 and #144-00-05-014.

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on January 14, 2025, during which it reviewed the proposed rezoning from I-2 to R-10 for +/- 16.77 acres of TMS#: 144-00-05-013 and #144-00-05-014 and found that the proposed rezoning is not consistent with the Anderson County Comprehensive Plan.

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 not consistent** with the Anderson County Comprehensive Plan in accordance with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby does not recommend that the Anderson County Official Zoning Map to rezone 16.77+/- acres from Industrial District (I-2) to Single-Family Residential District (R-10) as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 is allowed and that said parcels remains as industrial.

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ATTEST: Ordinance 2025-003

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading: January 21, 2025



Planning Commission

January 14, 2025

Agenda Item: 6A

Project Information

Subdivision Variance Land Use Rezoning

NAME OF APPLICANT/PROJECT: Danny Holtzman

PROPERTY LOCATION: Evergreen Road

COUNTY COUNCIL DISTRICT: 4

SCHOOL DISTRICT: 1

TOTAL ACREAGE: +/- 16.77

NUMBER OF LOTS: N/A

CURRENT ZONING: I-2

REQUESTED ZONING: R-10

PURPOSE: Single-Family

RECOMMENDATION/DECISION RENDERED

APPROVAL DENIAL TIED TABLED VOTE 6 TO 2

Compatibility with Future Land Use Map

The recommendation of staff

Compatibility with Traffic Levels

Compatibility with Surrounding Properties

Compatibility with Density Levels

Use and value of surrounding properties

- Concerns for public, health, safety, convenience, prosperity and general welfare.
- Concerns for the balance of the interest of sub-dividers, homeowners and public.
- Concerns for the effects of the proposed development on the local tax base.
- Concerns for the ability of existing or planned infrastructure and transportation system to serve the proposed development.

Other (please elaborate): _____

Planning Commission Chairman: Don Howell Date: 1-14-25

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

**Anderson County Planning Commission
Staff Report-Rezoning Request from I-2 zoning to R-10 zoning
January 14, 2025**

Applicant: Danny Holtzman- Evergreen Partners
Current Owner: Evergreen Partners
Precinct: Hopewell Precinct
Council District: Four (4)
TMS#: 144-00-05-013 and 014
Acreage: +/- 16.77 acres
Zoning History: Ordinance # 1999-004 was approved by County Council on July 20, 1999, adopted to designate I-2 Zoning for the precinct.
Current Zoning: I-2 (Industrial Park District)
Requested Zoning: R-10 (Single Family Residential District)

These residential districts are 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. The regulations for these districts are intended to discourage any use which, because of its characteristics, would interfere with the development of or be detrimental to the quiet residential nature of the area included in the districts.

Surrounding Zoning: North: I-2
South: R-10 and R-20
East: I-2
West: R-20

Evaluation: To create a single family housing development

Public Outreach: Staff hereby certifies that the required public notification actions have been completed on December 27, 2024 as follows:

Rezoning notification postcards were sent to 24 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 report for recommendation by the Planning Commission to County Council.



Rezoning Application

Anderson County Planning & Development

Date of Submission _____

Approved/Denied _____

Applicant's Information

Applicant Name: Danny Holtzman - Evergreen Partners
 Mailing Address: 101 N Murray Ave, Anderson, SC 29625
 Telephone: 864-304-1181
 Email: falconfox2355@gmail.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:	<u>Evergreen Road</u>		
Parcel Number(s)/TMS:	<u>1440005013, 1440005014</u>		
County Council District:	<u>4</u>	School District:	<u>1</u>
Total Acreage:	<u>16.77</u>	Current Land Use:	<u>Vacant</u>
Requested Zoning:	<u>R-10</u>	Current Zoning:	<u>I-2</u>
Purpose of Rezoning:	<u>Construct Single Family Residential Subdivision</u>		

Are there any Private Covenants or Deed Restrictions on the Property? If you indicated no, your signature is required.

Yes No

Applicant's Signature: _____ Date: 12-12-21

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: _____

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

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

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

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

Applicant's Signature: _____ Date: 12-12-21

* 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: _____

Evergreen Road Development

**16.77 Acre Site
I-2 to R-10
Evergreen Road, Anderson, SC
Tax Map # 1440005014 & 1440005013**

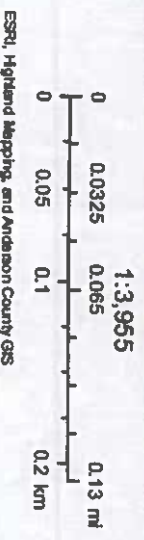
December 12, 2024

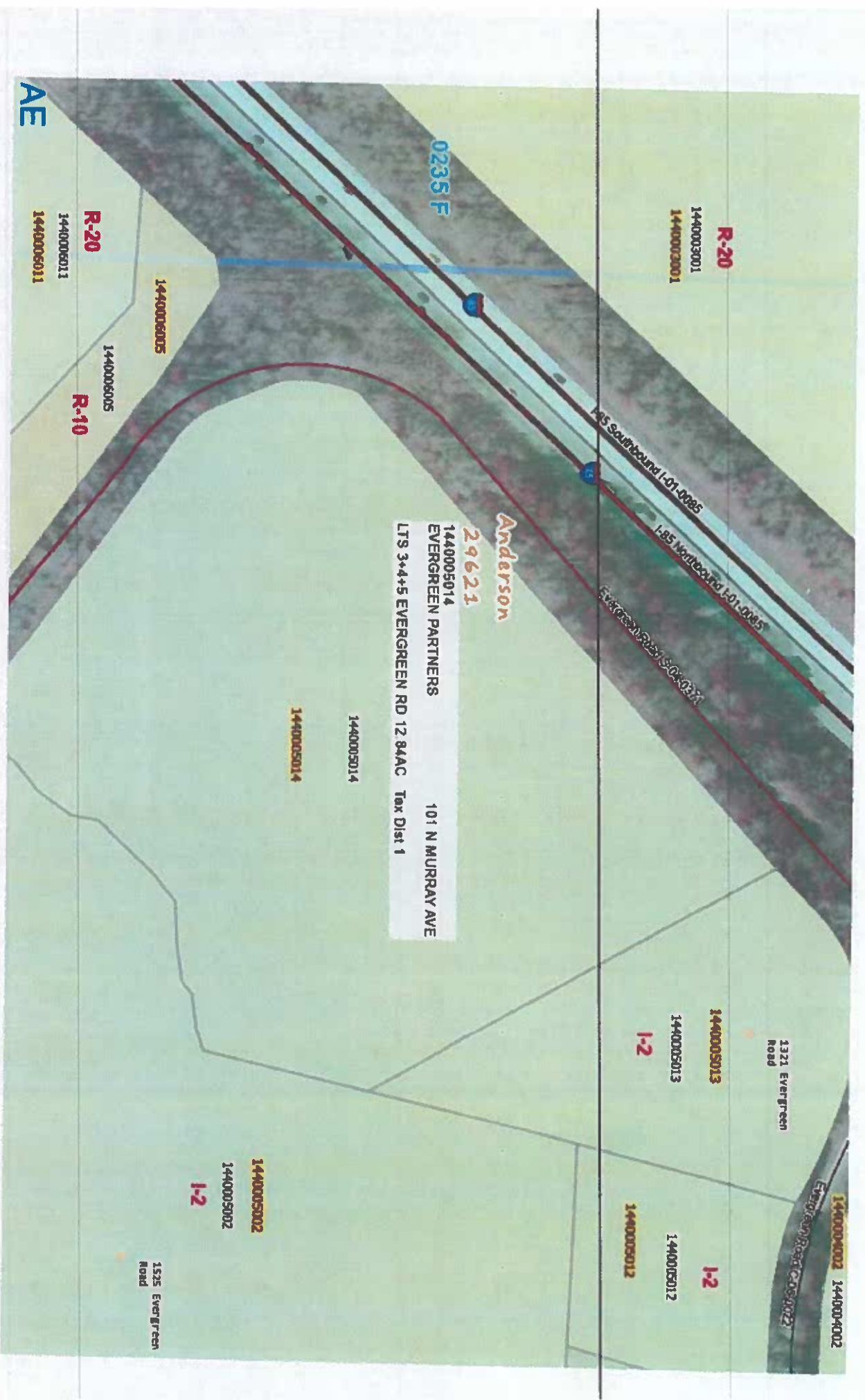
Proposed Use: For the development planned for these two tracts totaling 16.77 acres fronting Evergreen Road, we will be requesting R-10 zoning. We are proposing a single family residential development.

Anderson County



December 17, 2024





R-20
1440003001
1440003001

0235 F

AE

R-20
1440006011
1440006011

R-10

1440006005

1440006005

Anderson
29621
144005014
EVERGREEN PARTNERS
LTS 3+4+5 EVERGREEN RD 12 84AC Tax Dist 1

144005014

144005014

145 Southbound I-5 101-1085

I-5

145 Northbound I-5 101-1085

Evergreen Rd 12 84AC Tax Dist 1

1321 Evergreen Road

144005013

144005013

I-2

1440004002 1440004002

I-2

144005012

144005012

144005002
144005002

I-2

1525 Evergreen Road



R-20

1440003001
1440003001

0235 F

Anderson

29621

1440005014
EVERGREEN PARTNERS 101 N MURRAY AVE
LTS 3+4+5 EVERGREEN RD 12.84AC Tax Dist 1

1440005014

1440005014

1321 Evergreen Road

1440005013

1440005013

I-2

I-2

1440005012

1440005012

1440005002

1440005002

I-2

1525 Evergreen Road

1440006005

1440006005

R-20

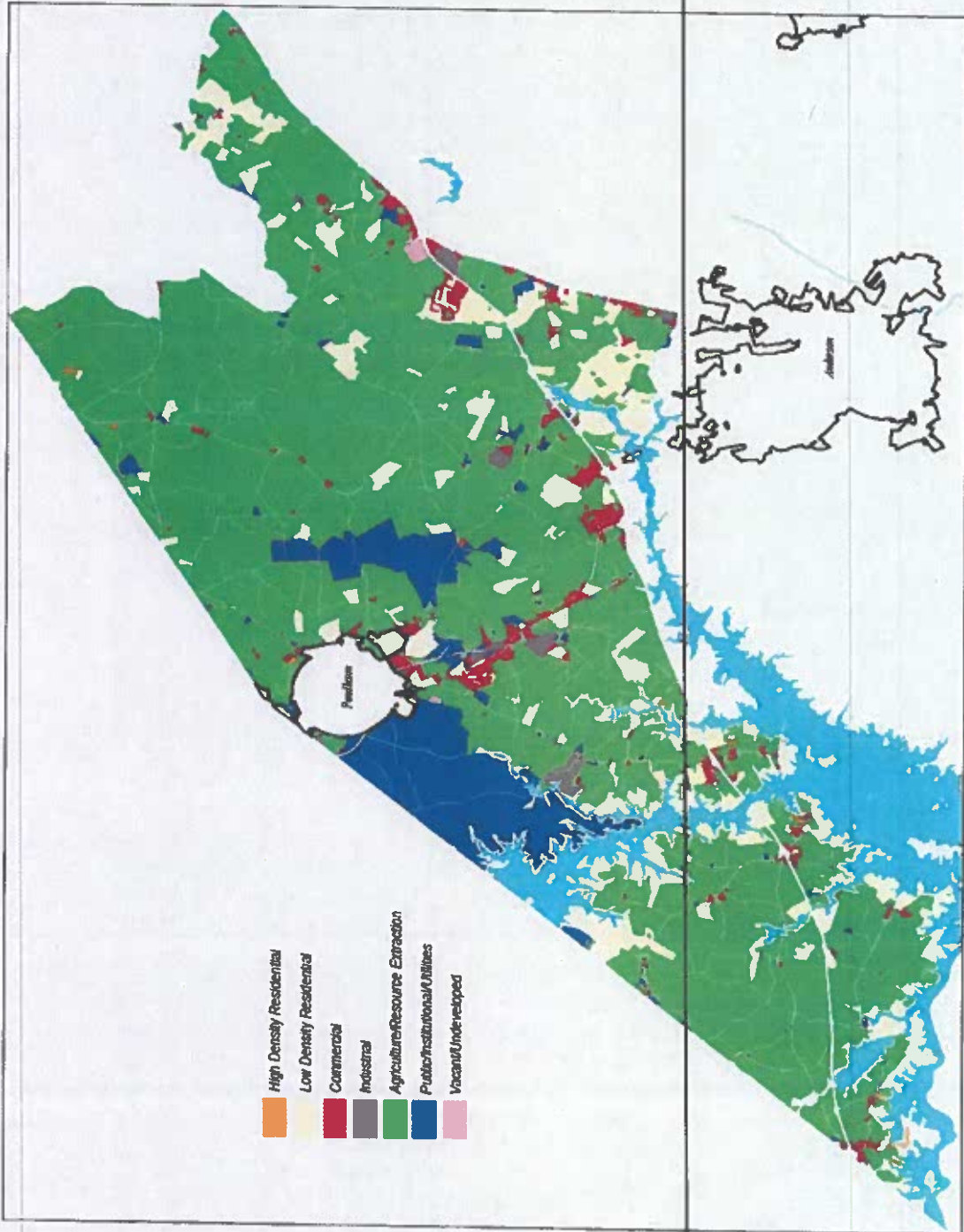
1440006011
1440006011

R-10

AE



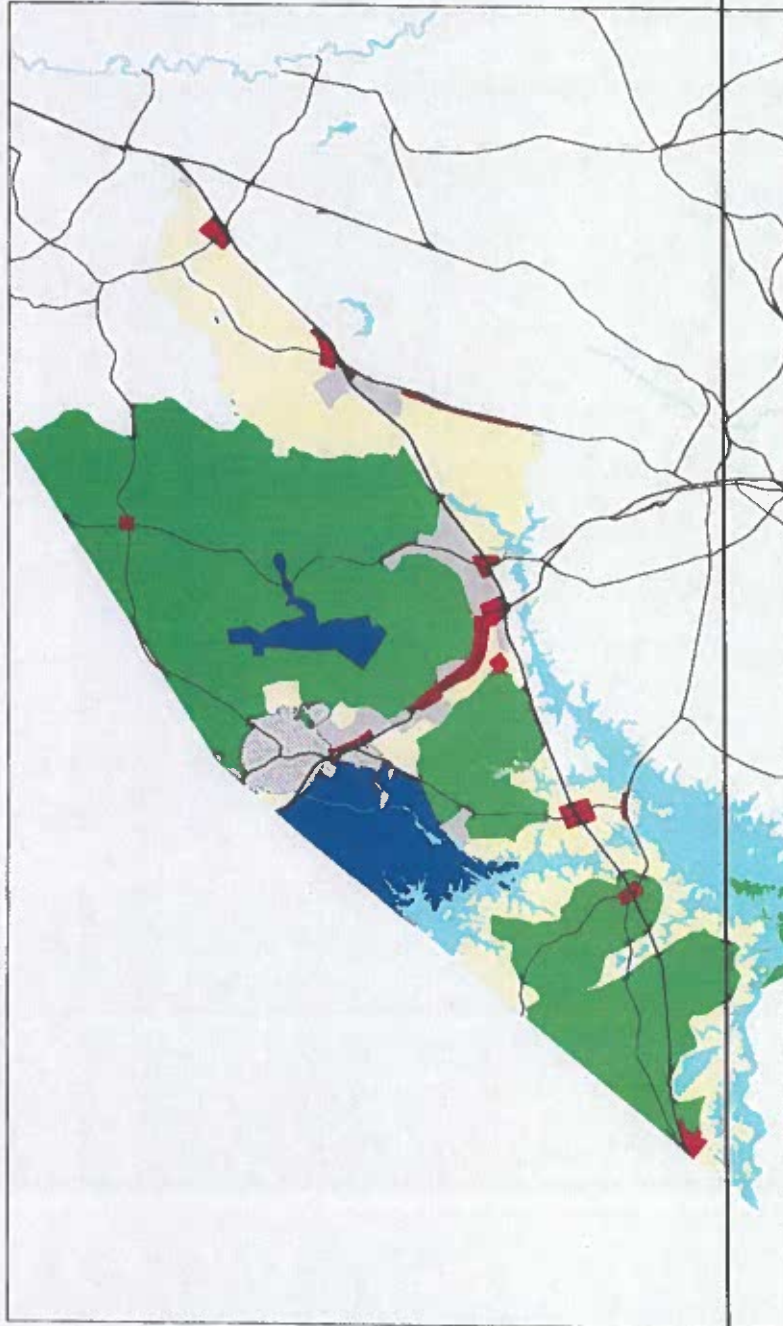
Map 7.5 Current Land Use, Council District 4





Map 7.13 Future Land Use, Council District 4

County Council District 4
Future Land Use



- Agriculture
- Commercial
- Industrial
- Residential
- Public Utilities
- Municipalities
- Highways



This is a proposed future land use plan. It is not a guarantee of future land use. It is a plan for future land use. It is not a guarantee of future land use. It is a plan for future land use.

Ordinance #2025-004

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Map to rezone +/- 175.96 acres from Single-Family Residential District (R-20) to R-A2 (Residential Agriculture (2.0 acre min.)) and R-12 (Single-Family Residential District) on a parcel of land identified in the Hopewell Precinct as shown in Deed Book 12915 at page 228. The parcels are further identified as TMS #144-00-03-001.

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 amendment of the map; and,

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to R-A2 and R-12 for +/- 175.96 acres of TMS#: 144-00-03-001.

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on January 14, 2025, during which it reviewed the proposed rezoning from R-20 to R-A2 and R-12 for +/- 175.96 acres of TMS#: 144-00-03-001 and recommended approval.

Whereas, the Anderson County Council will hold a duly advertised Public Hearing on February 18, 2025, 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 Anderson County Official Zoning Map to rezone 175.96 +/- acres from Single-Family Residential District (R-20) to Rural Agriculture District (2.0 acre min) to Single-Family Residential District (R-12) as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to amend the R-A2 and R-12 for Anderson County TMS#: 144-00-03-001.
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.

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ATTEST: Ordinance 2025-004

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading: January 21, 2025,

2nd Reading: February 4, 2025

3rd Reading: February 18, 2025

Public Hearing: February 18, 2025



Planning Commission
January 14, 2025

Agenda Item: 6B

Project Information

Subdivision Variance Land Use Rezoning

NAME OF APPLICANT/PROJECT: Blue Print Development, LLC

PROPERTY LOCATION: Shackleburg Road

COUNTY COUNCIL DISTRICT: Four

SCHOOL DISTRICT: 1

TOTAL ACREAGE: +/- 194.39

NUMBER OF LOTS: N/A

CURRENT ZONING: R-20

REQUESTED ZONING: R-A2, R-12

PURPOSE: Residential Agriculture and Single-Family

RECOMMENDATION/DECISION RENDERED

APPROVAL DENIAL TIED TABLED VOTE 6 TO 2

Compatibility with Future Land Use Map

The recommendation of staff

Compatibility with Traffic Levels

Compatibility with Surrounding Properties

Compatibility with Density Levels

Use and value of surrounding properties

Concerns for public, health, safety, convenience, prosperity and general welfare.

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

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

Concerns for the ability of existing or planned infrastructure and transportation system to serve the proposed development.

Other (please elaborate): Concerns: Road Conditions - Traffic safety concerns
Flooding - Run off

Planning Commission Chairman: _____

Date: 1-14-25

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

(Revised July 2024)

**Anderson County Planning Commission
Staff Report-Rezoning Request from R-20 zoning to R-A2 and R-12 zoning
January 14, 2025**

Applicant: BluePrint Development, LLC

Current Owner: Covered Bridge at Jones Creek, LLC

Precinct: Hopewell District

Council District: Four (4)

TMS#: 144-00-03-001

Acreage: +/- 194.39 acres

Zoning History: Ordinance # 1999-004 on July 20, 1999, established the R-20 Zoning District. Ordinance # 2005-024 was approved by County Council on September 20, 2005, designated R-20 to R-15 (20 acres). Ordinance # 2006-037 was approved by County Council on December 19, 2006, to designate R-20 Zoning to PD (9.18 acres).

Current Zoning: PD (Planned Development), R-15 and R-20 (Single Family Residential District)

Requested Zoning: To rezone R-20 (175.51 acres) to R-A2 (Residential Agriculture (2-acre min.) (127.05 acres) and R-12 (Lot area-12,000) (48.46 acres) for Single-Family Development.

Current Land Use: Agriculture/Residential

Future Land Use: Agriculture/Residential

(R-A2) The purpose of this district is to provide for a full range of agricultural activities. This district also provides for spacious residential development for those who choose this environment and prevents untimely scattering of more dense urban uses that should be confined to areas planned for efficient extension of public services.

(R-12) These residential districts are 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. The regulations for these districts are intended to discourage any use which, because of its characteristics, would interfere with the development of or be detrimental to the quiet residential nature of the area included in the districts.

Surrounding Zoning: North: PD and R-20
South: R-20
East: PD and R-20
West: R-20 and R-15

Evaluation: To provide for creating residential subdivision consisting of R-A2 and R-12 development.

Public Outreach: Staff hereby certifies that the required public notification actions have been completed December 27, 2024 as follows:

Rezoning notification postcards were sent to 371 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.

At the Planning Commission Meeting during which the rezoning is scheduled to be discussed, staff will present their report for consideration and forwarded to the County Council.

Anderson County Planning Commission
Staff Report-Rezoning Request from and R-20 zoning to R-A2 and R-12 zoning
January 14, 2025

Applicant: BluePrint Development, LLC

Current Owner: Covered Bridge at Jones Creek, LLC

Precinct: Hopewell District

Council District: Four (4)

TMS#: 144-00-03-001

Acreage: +/- 194.39 acres

Zoning History: Ordinance # 1999-004 on July 20, 1999, established the R-20 Zoning District. Ordinance # 2005-024 was approved by County Council on September 20, 2005, designated R-20 to R-15 (20 acres). Ordinance # 2006-037 was approved by County Council on December 19, 2006, to designate R-20 Zoning to PD (9.18 acres).

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Evaluation: To provide for creating residential subdivision consisting of R-A2 and R-12 development.

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Rezoning notification signs posted on subject property.

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At the Planning Commission Meeting during which the rezoning is scheduled to be discussed, staff will present their report for consideration and forwarded to the County Council.



Rezoning Application

Anderson County Planning & Development

Date of Submission

Approved/Denied

Applicant's Information

Applicant Name: Blue Print Development LLC
Mailing Address: PO Box 2746 Anderson, SC 29622
Telephone: 864-313-6178
Email: james@fontaineconstruction.com

Owner's Information (If Different from Applicant)

Owner Name: Covered Bridge at Jones Creek LLC
Mailing Address: 2832 S. Arbor Dr. Gainesville, GA 30507
Telephone: 678-725-1729
Email: ldtanner01@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:

Larry Tanner
Owner's Signature

11-1-24
Date

Project Information

Property Location: Located off of Shackleburg Road and Covered Bridge Parkway
Parcel Number(s)/TMS: 144-00-03-001
County Council District: Four School District: One
Total Acreage: 194.39 Current Land Use: Vacant
Requested Zoning: R-A2, R-12 Current Zoning: PD, R-15, R-20
Purpose of Rezoning: Residential Subdivision

Piercetown Precinct

Are there any Private Covenants or Deed Restrictions on the Property? If you indicated no, your signature is required.

Yes No

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: _____

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

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

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

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

James R. [Signature] 11-1-24
 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: _____



LOCATION MAP

	DESIGN ZONE
	DESIGN ZONE - 10% SLOPE
	DESIGN ZONE - 15% SLOPE
	DESIGN ZONE - 20% SLOPE
	WATER
	DESIGN ZONE - 10% SLOPE
	DESIGN ZONE - 15% SLOPE
	DESIGN ZONE - 20% SLOPE

ZONING EXEMPTION INFORMATION

APPLICANT: [Name]
 PROJECT: [Project Name]
 ADDRESS: [Address]
 CITY: [City]
 COUNTY: [County]

DATE OF APPLIC: [Date]
 DATE OF EXEMPTION: [Date]
 ZONING DISTRICT: [District]

Area	Acres
Design Zone	[Value]
Water	[Value]
Other	[Value]
Total	[Total Value]



RIDGEWATER
 ENGINEERING & ARCHITECTS, P.C.
 1000 [Address]
 [City, State, Zip]



Anderson County



1 in = 659 ft
 0 0.05 0.1 0.2 mi
 0 0.1 0.2 0.4 km
 ESRI, MapInfo, Mapbox, and Anderson County GIS



PP 097/189
AEGIS

November 8, 2024 Disclaimer accepted.	
TMS:	1440000001
Owner:	COVERED BRIDGEAT JONES CREEK LLC
Owner Address:	2832 SARBOR DR
City/State:	GAINESVILLE GA
Zip Code:	30507
Deed Page:	228
Deed Book:	12915
Tax District:	2017
Sale Price:	\$1
Current Plat:	CP S 1600/9-10
Description:	SHACKLEBURG RD 200.49 AC
Market Value:	\$1,457,960

2430000017

PARCEL ZONING

TMS 1440003001

ZONE1 PD

ZONE2

VOT_PREC Hopewell

NOTES 2006-037 12/19/06 was R-20 +/- 9.18

Shape.STArea() 608059.770415

Shape.STLength() 4074.768721

District Name Planned Development District



Rezoning Application

Anderson County Planning & Development

Date of Submission

Approved/Denied

Applicant's Information

Applicant Name: Blue Print Development LLC
Mailing Address: PO Box 2746 Anderson, SC 29622
Telephone: 864-313-6178
Email: james@fontaineconstruction.com

Owner's Information (If Different from Applicant)

Owner Name: Covered Bridge at Jones Creek LLC
Mailing Address: 2832 S. Arbor Dr. Gainesville, GA 30507
Telephone: 678-725-1729
Email: ldtanner01@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:

Larry Tanner
Owner's Signature

11-1-24

Date

Project Information

Property Location: Located off of Shackelburg Road and Covered Bridge Parkway
Parcel Number(s)/TMS: 144-00-03-001
County Council District: Four School District: One
Total Acreage: 194.39 Current Land Use: Vacant
Requested Zoning: R-A2, R-12 Current Zoning: PD, R-15, R-20
Purpose of Rezoning: Residential Subdivision

Pierceton Precinct

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

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

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: _____

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

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

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

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


Applicant's Signature

11-1-24

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: _____

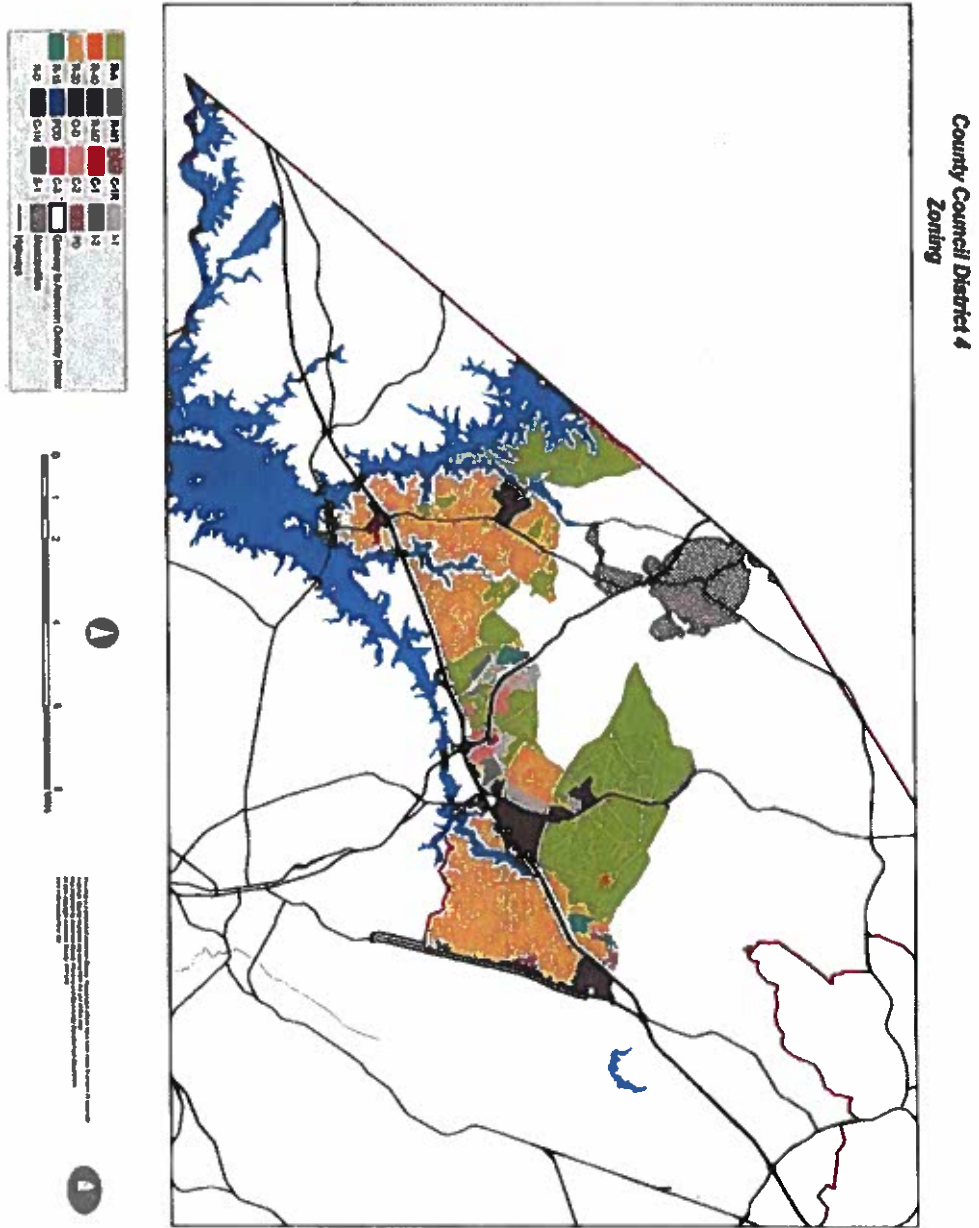
Complete Submission Date: _____

Commission Public Hearing: _____

Council Public Hearing: _____

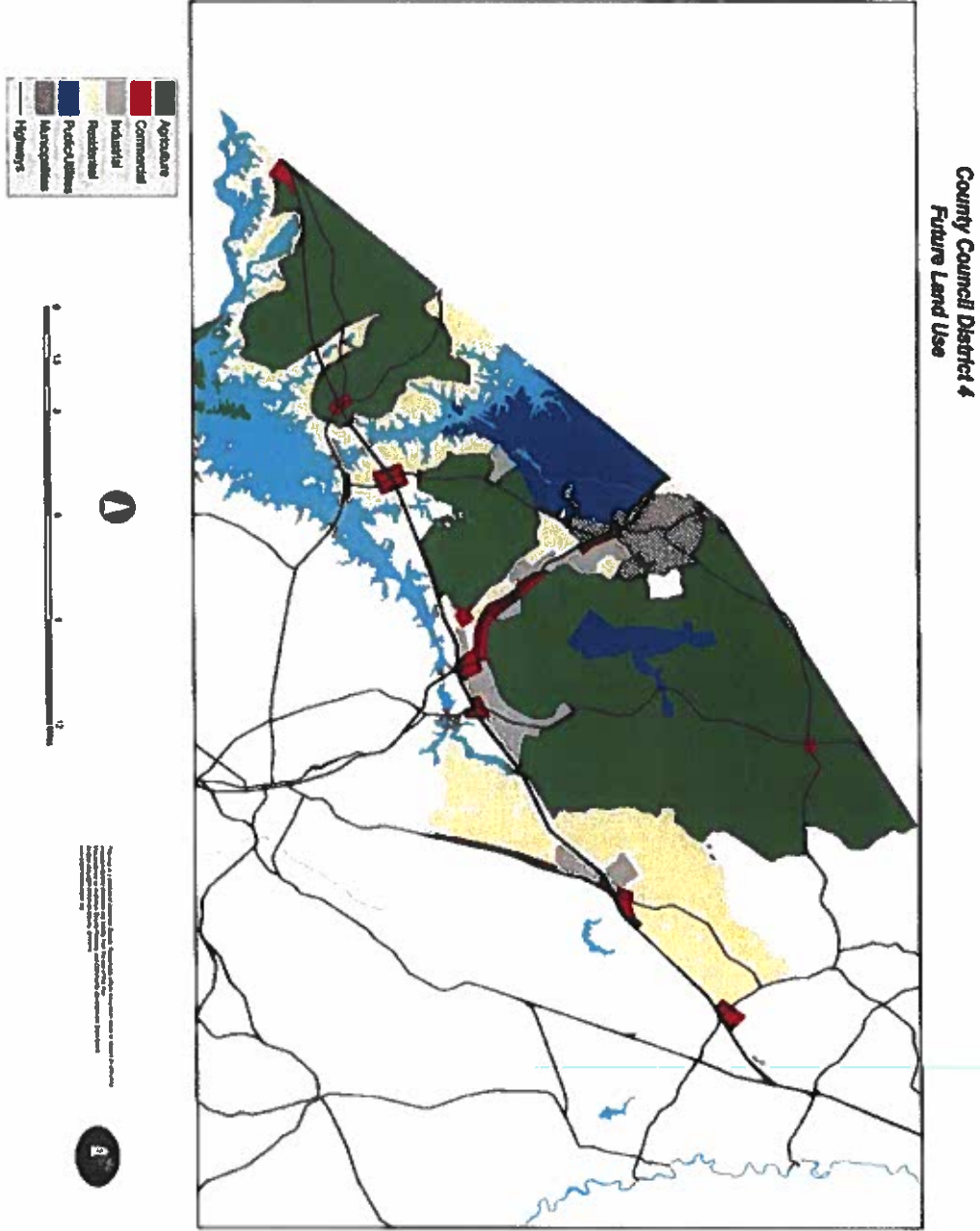


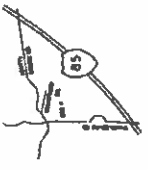
Map 7.21 Zoning, Council District 4





Map 7.13 Future Land Use, Council District 4





LOCATION MAP

ZONING LEGEND:

	TOTAL AREA - 144.39 ACRES
	EXISTING R-1 - 12.88 ACRES
	EXISTING R-1 - 0.89 ACRES
	AREA TO BE EXCLUDED
	EXISTING R-1 - 175.51 ACRES
	PROPOSED R-1 - 127.88 ACRES
	PROPOSED R-1 - 0.46 ACRES

ZONING EXHIBIT TMSF 144-00-00-01

PROPERTY ADDRESS: 144-00-00-01
 COUNTY: DISTRICT OF COLUMBIA
 ZONING DISTRICT: TMSF
 ZONING EXHIBIT TMSF 144-00-00-01

NO. OF ACRES: 144.39
 DATE: 11-1-2011
 DATE: 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



RIDGEWATER
 ENGINEERING & SURVEYING
 1400 15th St NW
 Washington, DC 20004
 Phone: 202-462-1100
 Fax: 202-462-1101
 Website: www.ridgewatereng.com

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR COVERED BRIDGE AT JONES CREEK**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Covered Bridge at Jones Creek ("Amendment") is made on this 14th day of May, 2008, by Covered Bridge at Jones Creek, LLC (herein referred to as the "Declarant").

WHEREAS, Declarant recorded a Declaration of Covenants, Conditions and Restrictions for Covered Bridge at Jones Creek ("Original Declaration") in book 08251 at Page 59 of the Register of Deeds office for Anderson County, South Carolina.

WHEREAS, Declarant wishes to clarify and amend provisions of the Original Declaration related to the Undisturbed Buffer Area described in Section 7.6(c).

WHEREAS, Lot 26 was conveyed to CB Enterprises, LLC, prior to the recordation of the Original Declaration and Lot 25 was conveyed to, Milestone Custom Properties, LLC subsequent to the recordation of the Original Declaration.

WHEREAS, CB Enterprises, LLC and Milestone Custom Properties, LLC, desire to consent to the provisions of this Amendment.

NOW THEREFORE, in consideration of the mutual benefit conferred by the provisions of the Original Declaration and this Amendment, Declarant, CB Enterprises, LLC and Milestone Custom Properties, LLC, agree as follows:

1. Allowed Uses in Undisturbed Buffer Area. Section 7.6(c) of the Original Declaration shall be deleted in its entirety and replaced with the following language:

"No buildings shall be constructed or placed in the Undisturbed Buffer Area shown on Lots 25, 26 and 27 on the recorded plats of the Community. The Owner of any of the aforementioned lots may plant grass and other natural vegetation in the Undisturbed Buffer Area. No trees greater than four (4) inches in diameter shall be cleared from the Undisturbed Buffer Area, unless they are dead, but smaller trees, bushes and brush may be cleared."

2. Lot 25 and Lot 26 Subject to Declaration. Lot 25 and Lot 26 shall henceforth be subject to the Declaration as amended by this Amendment.
3. Original Declaration and Effect of this Amendment. The Original Declaration shall remain in full force and effect as written except as expressly amended by this Amendment. All references to the

Signed, Scaled and Delivered
in the presence of:

Alison Montgomery
[Signature]

Covered Bridge at Jones Creek, LLC
[Signature]
By: Paul Kirkland
Its: Authorized Representative

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

ACKNOWLEDGEMENT

I, Carol J Porter, a Notary Public of the county and state aforesaid, do hereby certify that Paul Kirkland personally appeared before me this day and acknowledged that he is the Authorized Representative of Covered Bridge at Jones Creek, LLC, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name.

Witness my hand and seal this 10 day of April, ²⁰⁰⁸2007.

[Notarial Seal]

Carol J Porter
Notary Public for S.C.
My Commission Expires 1-11-2013

Consented and Agreed to by the Owner of Lot 25, Milestone Custom Properties, LLC.

Signed, Sealed and Delivered in the presence of:

Milestone Custom Properties, I.L.C

[Handwritten signature]

[Handwritten signature]
By: Gerard P. Fay II
Its: Member

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

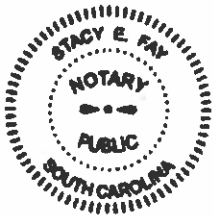
ACKNOWLEDGEMENT

I, Stacy E. Fay, a Notary Public of the county and state aforesaid, do hereby certify that Gerard P. Fay II personally appeared before me this day and acknowledged that he is a/the Member of Milestone Custom Properties, LLC, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name.

Witness my hand and seal this 14 day of May, 2008

[Notarial Seal]

Stacy E. Fay
Notary Public for South Carolina
My Commission Expires April 24, 2018



080015964 6/05/2008 10:23:04 AM
FILED, RECORDED, INDEXED
Bk: 08698 Ps: 00035 Pages: 005
Rec Fee: 11.00 St Fee:
Co Fee:
REGISTER OF DEEDS, ANDERSON CO, SC
Shirley McElhannon

ORDINANCE NO. 2025-005

AN ORDINANCE TO AUTHORIZE THE TRANSFER OF REAL PROPERTY BEARING TMS NO.: 148-22-01-009 (TRACT A) TO THE CURRENT OWNER OF A TRACT FROM WHICH TRACT A WAS DEEDED TO ANDERSON COUNTY WATER AND SEWER AUTHORITY FOR LOCATION OF A PACKAGE WASTEWATER TREATMENT PLANT; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the real property parcel bearing TMS No.: 148-22-01-009 is currently titled in the name of the Anderson County Water and Sewer Authority and was acquired on or about January 6, 1982 for location of a package wastewater treatment plant to serve development in the area;

WHEREAS, Anderson County, South Carolina is the successor in interest to the Anderson County Water and Sewer Authority;

WHEREAS, Anderson County, South Carolina acting by and through its County Council, is authorized under Title 4 of the Code of Laws of South Carolina 1976, as amended, to lease, sell or otherwise dispose of real and personal property;

WHEREAS, Anderson County no longer has a need for the entire parcel but does need to reserve and retain an easement and right-of-way for its sewer line that traverse one side of the property; and

WHEREAS, Anderson County, South Carolina, desires to transfer its interest by quit claim deed reserving an easement and right-of-way for its sewer line to Diane O. Ashley, the current owner of the parcel identified as TMS No.: 148-22-01-010 (Tract B) which contains the entirety of the parcel identified as TMS No. 148-22-01-009.

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

1. The Anderson Conty Council hereby approves the transfer by quit claim deed (attached hereto as Exhibit A) of the real property identified by TMS No.: 148-22-01-009, reserving and retaining an easement and right-of-way to Diane O. Ashley, the current owner of the parcel identified by TMS NO. 148-22-01-010 and which wholly contains the parcel with TMS No. 148-22-01-009.

2. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver all documents in the name and on behalf of Anderson County to carry out the transaction contemplated by this Ordinance, including without limitation deeds, affidavits, settlement statements, and other such documents necessary and appropriate to the transfer of the property.

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

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

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

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

ORDAINED in meeting duly assembled this _____ day of _____, 2025.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

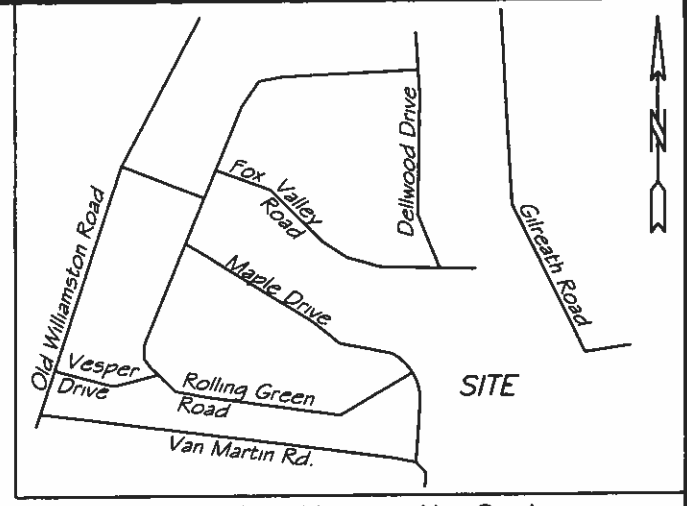
2nd Reading: _____

3rd Reading: _____

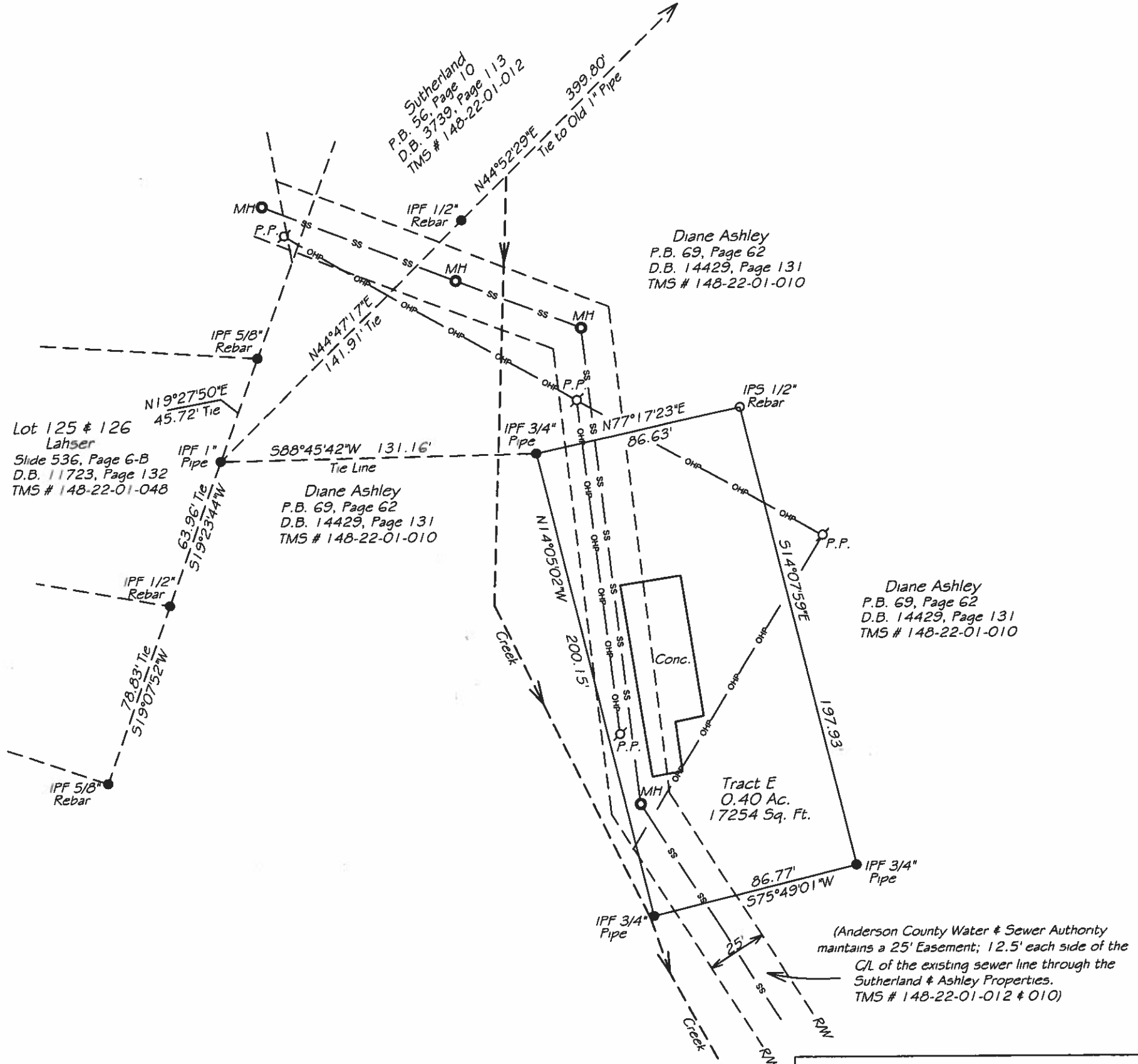
Public Hearing: _____

LEGEND

- Iron Pin, New IPS ○
- Iron Pin, Old IPF ●
- Power Pole ○
- Sanitary Sewer Manhole ○
- Light Pole ○
- Valve ○
- Gas Meter ○
- Nail and Bottle Cap, ○
- New Unless Otherwise Noted



Location Map - No Scale



EXEMPTION FROM REVIEW PROCESS
 This plat is a resurvey of an existing parcel of record.

I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; also there are no visible encroachments or projections other than those shown.

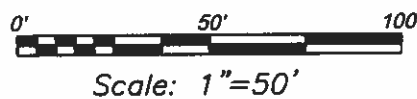
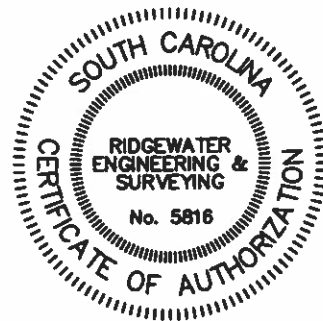
Thomas E. Walls
 Thomas E. Walls PLS 9324

This survey is subject to any rights of way and easements of record, and any facts which may be disclosed by a full and accurate title search.

This property does not lie in a designated flood hazard area.

2-7-22

Thomas E. Walls



REFERENCE:

P.B. 78, Page 708
 D.B. 19-S, Page 159
 TMS# 148-22-01-009

Plat of Tract E

(Former Pump Station Site)
 Fox Valley Treatment Plant
 SURVEYED AT THE REQUEST OF:
 Anderson County Water & Sewer Authority
 STATE OF SOUTH CAROLINA
 ANDERSON COUNTY
 CENTERVILLE TOWNSHIP



PO BOX 806, ANDERSON, SC 29622 (864) 226-0980 ridgewatereng.com

DRAWN BY: TEW	DATE: 2-7-2022
CHECKED BY: DLR	RELEASE: 0
PROJECT # 21354	SHEET: 1 OF 1

2025 Committee Appointments

Finance Committee

Brett Sanders, Chairman
M. Cindy Wilson
Chris Sullivan

Administrative Policy/Rules/Personnel

Jimmy Davis, Chairman
Tommy Dunn
Glenn Davis

Public Safety Committee

Greg Elgin, Chairman
Glenn Davis
Brett Sanders

Recycling/Solid Waste Committee

Glenn Davis, Chairman
Chris Sullivan
Greg Elgin

Planning & Public Works

M. Cindy Wilson, Chairman
Jimmy Davis
Chris Sullivan

Litter AdHoc Committee

Chris Sullivan Chairman
Glenn Davis
Cindy Wilson

Sewer AdHoc Committee

Brett Sanders, Chairman
Chris Sullivan
Glenn Davis



**Anderson County Central Services Division
Purchasing Department**

To: Mr. Rusty Burns

From: Robert Carroll

Date: 01/13/2025

Re: Bid #25-007

Anderson County received two (2) bids on October 17th for Road Construction Services in the River Oaks Subdivision Special Tax District. County staff recommends award to the low bidder, King Asphalt, Inc. of Liberty, S.C. The total price is \$262,227.50.

Anderson County Purchasing Department Bid Tabulation

BID #25-007 RIVER OAKS PAVING

VENDOR	BOND	PRICE
King Asphalt	YES	\$262,227.50
Rogers Group	YES	\$325,650.00
Thrift Brothers		NR
Thrift Development		NR
Palmetto Corp.		NR
Reeves		NR
Panagakos		NR
S & S		NR
Sloan		NR
ASA		NR
Hubbard		NR
Cactus		NR
Cutler		NR
Gallager		NR

SECTION IV: Addendum A
Base Bid Form for
River Oak Subdivision Special Tax District Road Construction Services

Name of Party submitting the Bid: King Asphalt, Inc.

To: Purchasing Manager for Anderson County

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:

Base Bid: River Oaks Subdivision Special Tax District

ITEM	UNIT	EST. QTY.	UNIT COST	EST. COST
Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00
Traffic Control	LS	1	\$ 22,000.00	\$ 22,000.00
Milling Existing Asphalt Pavement 2"	SY	6,030	\$ 4.55	\$ 28,642.50
Cement Modified Recycled Base (6" Uniform) Curing Method A	SY	6,030	\$ 9.50	\$ 57,285.00
Portland Cement for Cement Modified Recycled Base	Tons	100	\$ 295.00	\$ 29,500.00
Cement Modified Recycled Base Testing	LS	1	\$ 3,500.00	\$ 3,500.00
Liquid Asphalt Binder PG64-22	Tons	42	750.00	31,500.00
2" Hot Mixed Asphalt Surface Course Type C	Tons	680	\$ 110.00	\$ 74,800.00
BASE BID GRAND TOTAL				\$ 262,227.50



**Anderson County Central Services Division
Purchasing Department**

To: Mr. Rusty Burns

From: Robert Carroll

Date: 01/16/2025

Re: Bid #25-011

Anderson County received four (4) bids on January 9th for Demolition of Twenty-Four (24) Structures in Anderson County. County staff recommends award to Seven Hills Construction of Iva, S.C. in the amount of \$224,571.00. Staff is requesting approval of the bid at this time.

Anderson County Purchasing Department Bid Tabulation

BID #25-011 DEMOLITION OF STRUCTURES

VENDOR	BOND	PRICE
WILMA'S PUMP & TANK	YES	\$242,910.00
C & L	YES	\$449,020.00
SEVEN HILLS	YES	\$224,571.00
MILLERS CONSTRUCTION	YES	\$358,625.00
ALLOY GROUP		NR
M LANDMANAGEMENT		NR
HANNA BROTHERS		NR
TROY GREEN		NR
CAROLINA DEMO		NR
VAL 4 DEMO		NR
MOREHEAD		NR
PINTAIL OFS		NR
BELK CO		NR
TKO DEMOLITION		NR

VENDOR	BOND	PRICE
CHUCK OHNMACHT		NR
GN SHAW		NR
B CHAMBERS		NR
PHILLIPS RECOVERIES		NR
AURELIO PEREZ		NR
PERRY ENT.		NR
WILLIE KEITT		NR
HAL HALL		NR
CIS INC.		NR
GREG HAIR		NR
WEBB-HARRELL		NR
A-1 SERVICE		NR
DONS ENT.		NR
MAE SMITH ENT.		NR
JON HOUSTON		NR
AWARD TO:		Seven Hills Construction

SECTION IV: Addendum A
BASE BID FORM
Demolition of Structures in Anderson County

Name of Party submitting the Bid: Seven Hills Construction

To: Purchasing Manager for Anderson County

I. 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: **Demolition of Structures in Anderson County**

Bid No.: 25-011

ADDRESS	COST
5635 Hix Rd., Anderson, S.C.	\$ 6,590.00
1101 Arnold Rd., Anderson, S.C.	\$ 5,730.00
314 Corning St., Anderson, S.C.	\$ 19,550.00
502 Sayre Street, Anderson, S.C.	\$ 4,620.00
13 Third Street, Pendleton, S.C.	\$ 15,952.00
1 Park Street, Anderson, S.C.	\$ 7,320.00
300 Hill Street, Anderson, S.C.	\$ 43,000.00
448 Carole Ave., Anderson, S.C.	\$ 9,710.00
304 Corning Street, Anderson, S.C.	\$ 5,250.00
100 Shenandoah Ct., Easley, S.C.	\$ 2,480.00
2014 Oliver Street, Anderson, S.C.	\$ 3,364.00
61 Harris Street, Anderson, S.C.	\$ 14,555.00
110 Elliott's Fish Camp Rd., Fair Play, S.C.	\$ 11,650.00
1107 Williams Rd., Anderson, S.C.	\$ 4,340.00
102 Pinewood Dr., Williamston, S.C.	\$ 4,620.00
3 Kay Street, Honea Path, S.C.	\$ 7,000.00
8 Hammett Street, Honea Path, S.C.	\$ 4,620.00
104 Louisiana Street, Honea Path, S.C.	\$ 13,000.00
105 Rouse Street, Honea Path, S.C.	\$ 13,000.00
205 Cox Street, Honea Path, S.C.	\$ 9,760.00
338 Blue Willow Circle, Honea Path, S.C.	\$ 2,860.00
102 Carolina Ave., Honea Path, S.C.	\$ 15,600.00
Total	\$ 224,571.00

**** Anderson County reserves the right to remove any of the structures from the list.



**Anderson County Central Services Division
Purchasing Department**

To: Mr. Rusty Burns

From: Robert Carroll

Date: 01/14/2025

Re: Bid #25-012

Anderson County received five (5) bids on December 19th for Mowing at Various County Properties, Parks and Right-of-Ways. The County's list of properties was broken up to five different groups (Lots) to bid on. County staff recommends award to the following bidders: Lots A, B & E are to be awarded to Evans Landscaping of Sandy Springs, S.C., Lot C is to be awarded to First Impressions of Anderson, S.C. and Lot D is to be awarded to S & S Lawn Care of Pendleton, S.C.

Anderson County Purchasing Department Bid Tabulation

BID #25-012 MOWING OF COUNTY PROPERTIES

VENDOR	BOND	PRICE
EVANS LANDSCAPING		RESPONDED
S & S LAWN CARE		RESPONDED
COMPLETE TURF		RESPONDED
FIRST IMPRESSIONS		RESPONDED
PALMETTO PARTNERS		RESPONDED
864 CLEANING		NR
CAPSTONE		NR
TIDEWATER USA		NR
CND SERVICES		NR
CLEAN FRESH		NR
ROCK SOLID		NR
R. PERRY ENT.		NR
ALL STAR HOUSES		NR
PHOENIX		NR
BLE		NR
TEAM MERCK		NR

VENDOR	BOND	PRICE
HAMILTON		NR
BLAKE GILLESPIE		NR
KAMBIAR		NR
TOP LAWNS		NR
CALEB MOORE		NR
PALMETTO GREEN		NR
STIB		NR
RAC309		NR
KWIK		NR
GREEN LAWN		NR
GREG MCRAE		NR
BIG OAKS		NR
MARTY WATTS		NR
AWARD TO:		

GROUP A

1. Dolly Cooper Park
2. Powdersville Library
3. Hurricane Springs Park
4. Cheddar Community Park
5. Friendship Community Park
6. Brown Road
7. Crowder Park
8. Hurricane Creek Boat Ramp
9. Sandy Springs Community Park
10. Pendleton Community Park

GROUP B

11. McFalls Landing
12. Haynie Park
13. Muldrow Park
14. Mt. Bethel Community Park
15. Mountain View Park
16. Flat Rock Community Park
17. Starr Sports Complex
18. Starr Walking Track
19. Thomas Crate/Grove
20. Ebenezer Park

GROUP C

21. Weldon Island
22. Double Springs Park
23. River Forks
24. Green Pond Landing & Event Center
25. 911 Dispatch

GROUP D

- 26.Exit 40 Welcome Sign
- 27.Powdersville Welcome Sign planting
- 28.East-West Bike Trail (Grady's grass strip)
- 29.Exit 19 (all quadrants/median)
- 30.Anderson/Clemson Welcome Sign
- 31.Exit 14 (all quadrants/median)
- 32.Exit 4 Welcome Sign

GROUP E

- 33.117 N. Manning St
- 34.301 E Orr St Lot
- 35.57 George Albert Lake Road
- 36.Wellington Park
- 37.Susan Street Park
- 38.Susan Street vacant LOTS
- 39.Booker Street vacant LOTS
- 40.203 & 214 Revere Ct. (lots)
- 41.13 & 14 Tower St.
- 42.Public Safety
- 43.Agriculture/Probation
- 44.Hope Missions
- 45.Equinox Park
- 46.Michelin Blvd/Hwy 24



**Anderson County Central Services Division
Purchasing Department**

To: Mr. Rusty Burns

From: Robert Carroll

Date: 01/14/2025

Re: Bid #25-015

Anderson County received six (6) bids on January 9th for the Piedmont Riverfront Park Project. County staff recommends award to Foothills Contracting Service, LLC in the amount of \$779,000.00. Staff is also requesting approval of potential additional costs for Unsuitable Soil Removal and Replacement at \$40.00/CY and Subsurface Rock Removal at \$50.00/CY.

SECTION IV: Addendum A

BID FORM

Name of Party submitting the Bid: Foothills Contracting Service LLC

To: Purchasing Manager for Anderson County

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: #25-015 Piedmont Riverfront Park

BASE BID-LUMP SUM:

Single-Prime Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by ADC Engineering, Inc., having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, services, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc., according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

BASE BID

\$ 779,000.00
SEVEN HUNDRED SEVENTY NINE THOUSAND DOLLARS

UNIT PRICES:

Unit prices quoted and accepted shall apply throughout the life of the Contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of the changes in the scope of the Work all in accordance with the Contract Document. The Bidder is asked to provide the following unit prices to be used to adjust the Contract up or down if the scope of the Work changes. Award shall be based on the lump sum bid and not the unit prices. Quantities of Unit Prices below are estimated and are only to establish a baseline.

UNIT PRICE ITEM	UNIT	QTY.	UNIT COST	ITEM COST
Unsuitable Soil (Remove & Replace)	CY	100	\$40.00	\$4,000
Subsurface Rock Removal	CY	1300	\$50.00	\$65,000

UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. Unit prices above shall include all

ADDENDUM # 1 12/20/24 RECEIVED + ACKNOWLEDGED AGF

Anderson County Purchasing Department Bid Tabulation

BID #25-015 PIEDMONT RIVERFRONT PARK

VENDOR	BOND	PRICE
SEXTON	YES	\$1,109,687.00
RABY	YES	\$1,385,071.00
FOOTHILLS	YES	\$779,000.00
COMMUNITY FIRST	YES	\$1,074,000.00
NEW TERRAIN GRADING	Yes	\$925,679.00
CIVIL PROS INC.	YES	\$1,050,000.00
AMTIM		NR
PALMETTO C M		NR
T. FRIDY		NR
REEVES YOUNG		NR
LW INC.		NR
PANGAKOS		NR
ASH CORP.		NR
ANDY DAY		NR

VENDOR	BOND	PRICE
M LANDMANAGEMENT		NR
J. DAVIS		NR
A-1 SERVICE		NR
N T GRADING		NR
C L CONSTRUCTION		NR
MATRIX		NR
LANGSTON		NR
MILLERS CONSTR.		NR
FOOTHILLS		NR
S & S		NR
PSC DIRT		NR
HDH CONSTR.		NR
THG CONSTR.		NR
THRIFT DEVELOPMENT		NR
SC FOOTHILLS		NR
D & D CONSTR.		NR

VENDOR	BOND	PRICE
BOWMAN		NR
GLENN CONSTRUCTOR		NR
BELK CO		NR
SACHEL CONSTR.		NR
HOGAN CONSTR.		NR
MARSH BELL		NR
SUMMIT CONSTR.		NR
SOUTHERN CONCRETE		NR
DOCKS HARDWARE		NR
EARTH MATERIALS		NR
AWARD TO:		

GENERAL INTENT FOR USE OF SPECIAL PROJECT FUNDS

Special Project funds are intended to support operations, activities, and programs sponsored by local non-profit organizations. Applicants should describe their activity/program/project and include a reasonable budget itemization as to how, specifically, the funds will be used.

Examples of allowable expenditures include:

- Advertising and promotion of recreational/cultural events, including tournaments and exhibits
- Construction, maintenance, and general operation of facilities and programs.
- Equipment and supplies necessary to support programs and activities (soccer goals, baseballs, football field marking, etc.)
- Fees for services reasonably related to operations (stipends for umpires, medical service retainers, etc.)
- Costs related to activities for youth, seniors, and special needs adults. Examples include: a trip to the circus; participation at an out-of-area athletic or academic competition; a tour of the Statehouse, etc.
- Provision of food, clothing, and other items/services to the needy

NON-ALLOWABLE SPECIAL PROJECT FUND EXPENDITURES

Recipients are specifically prohibited from using Special Project funds as "pass through" money for re-distribution to other agencies and/or individuals, be they in the form of subgrants or other gifts.

Other prohibited uses include:

- Meals, with the exception of food provided for attendees at a specific event as described in the application form
- Lodging and travel costs, with the exception of those related to participation in an out-of-area event as described in the application form
- Attendance of and/or travel to or from professional conferences



MEMORANDUM

ANDERSON COUNTY ADMINISTRATOR'S OFFICE

DATE: 1/16/2025

TO: COUNTY COUNCIL
COUNTY ADMINISTRATOR

FROM: STEVE NEWTON
Governmental Affairs

SUBJECT: SC OPIOID RECOVERY FUND (SCORF)
Proposed Projects--April 1, 2025 Funding Round

Staff respectfully requests County Council's endorsement of the following projects for the upcoming SCORF funding round. Applications are due on January 31.

- **PROJECT 1: Managing Abstinence in Newborns (New)**

This project represents a collaboration between Anderson County, Clemson University, AnMed, and Prisma Upstate. Funding will be used to expand services and increase the clinical availability of providers associated with the Managing Abstinence in Newborns (MAiN) program, which provides comprehensive palliative care for infants diagnosed with Neonatal Abstinence Syndrome (NAS). This project seeks to expand long-term treatment and services for medical monitoring of NAS babies and their families and provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare. This vulnerable population will include all mothers with OUD and infants with NAS from Anderson County whether they deliver at AnMed or PRISMA Upstate.

Total SCORF Funds Requested: \$435,683

- **PROJECT 2: Detention Center Treatment Program (Renewal)**

This initiative is designed to provide detoxification assistance, addiction treatment appropriate counseling, and post-release aftercare and referrals to detainees. Opioid program funds will be used for health/wellness programs offered to inmates suffering from addiction, and to support contractual services that will provide

Tommy Dunn
Chairman, District 5

Chris Sullivan
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Glenn A. Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



MEMORANDUM

ANDERSON COUNTY ADMINISTRATOR'S OFFICE | PAGE 2

licensed Mental Health/Behavioral Service professionals and Nurse Practitioners at the Detention Center.

Total SCORF Funds Requested: \$150,000

- **PROJECT 3: Bridge Center Residential Treatment Scholarships (New)**

One of our objectives is to make residential treatment available to those seeking help who lack the ability to pay for services. The Bridge Center offers residential treatment for males—scholarship programs for females have been made available to Shalom House and Love Well in previously-approved active projects. Scholarships will cover four months of residential treatment at the Bridge Center, staff recommends making 20 scholarships available at \$4,000 each.

Total SCORF Funds Requested: \$80,000

- **PROJECT 4: Coroner's Office Drug Education Initiative (Renewal):**

The Coroner's Office wishes to continue its community outreach efforts concerning opioid abuse, which concentrates on civic organizations, churches, elementary schools, and high schools in Anderson County.

Total SCORF Funds Requested: \$40,000

- **PROJECT 5: PlaySafe Community Connect Initiative (Renewal):** PlaySafe seeks funding to continue its opioid abuse prevention programs in the Anderson County school system. In the program's first year, almost 1,800 student athletes and over 700 parents have received formal opioid misuse prevention education. In addition, almost 10,000 county middle and high school students have received opioid misuse prevention materials during training room visits.

Total SCORF Funds Requested: \$90,510

The requested amounts total \$796,193. Anderson County currently has approximately \$2.3 million in SCORF funding available for distribution. If these five projects are fully funded, our SCORF balance will be approximately \$1.5 million. According to SCORF records, the county is due to receive an additional \$876,017.39 in funding this year and a total amount of more than \$4.7 million over the next five years.

**BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION**

Please complete this application in its entirety and return to the address below:
Anderson County Council
c/o Clerk to Council
P. O. Box 8002
Anderson, SC 29622

All applications will be considered by County Council and appointees will be mailed written confirmation of Council's decision.

Name: Jenkins, Michael (Scott)
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:
1. Planning
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ Physical
_____ Mailing

Home Phone: _____ Cell Phone: _____

Email: _____ Preferred method of contact: Text

County Council District: _____ GED Equivalent: Yes or No

Highest Level of Education: High School High School Grad: Yes or No

College Attended: Clemson 94-95 Degree: N/A - Political Science Major - Did not graduate
Address of College: _____

Employment History:

<u>COMPANY</u>	<u>POSITION</u>	<u>EMPLOYMENT DATES</u>
<u>Harri's Carpets</u>	<u>President</u>	<u>8/1/96</u>

M Scott Jenkins
Signature of Applicant
12/19/24
Date

Recommendation of Council: _____

**BOARDS, COMMITTEES AND COMMISSIONS
LIBRARY BOARD OF TRUSTEES APPLICATION**

Please complete this application in its entirety and return to the address below or by email:

Anderson County Council
c/o Clerk to Council
P. O. Box 8002
Anderson, SC 29622
rdwatts@andersoncountysc.org

All applications will be considered by County Council and appointees will be mailed written confirmation of Council's decision. If additional space is needed for a complete response, please attach additional sheets. An interview may be conducted for this position.

Name: Last, First, Middle Initial **CACOSSA, ANDREW L.**

Board(s) and/or committee(s) in which you are interested:
Anderson County Library Board of Trustees

Physical Address and Mailing Address, if different:

Physical

Mailing Home Phone: Cell Phone:

Email: Preferred method of contact:

County Council District: **7**

Highest Level of Education: High School Grad Yes or No College

Attended: **2yrs** Degree: **NO**

Address of College: **MIDDLESEX COUNTY COLLEGE
WOOD BRIDGE, NJ**

Employment History:

COMPANY	POSITION	EMPLOYMENT DATES
VP. NOW	(CEO)	2017-PRESENT

PROGRESSIVITY (VP) 2015-2017

EXECUTIVE POSITIONS @ IBM, PEOPLESFT, WOLTERS-KLUWER

Do you own property in the County? Yes or No
If yes, address(es):

Do you have an Anderson County Library Card? Yes or No

Reason(s) for your interest in serving on the Anderson County Library Board of Trustees. (Areas of interest, goals, etc.)

**DESIRE TO HAVE GOVERNING BODIES REPRESENTED
BY NON POLITICAL CITIZENS.**



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 2

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Egin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

Foothills Community Healthcare

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$10,000.00 any amount will be appreciated

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

Outreach and Pharmacy funding

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

Yes

5. Contact Person: Michelle Vansickle

Mailing Address: P.O. Box 311 Clemson SC 29633

Phone Number: 864-722-0283

Email: mvansickle@myfchc.org

6. Statement as to whether the entity will be providing matching funds: Not at this time

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.

Chevon Baker
Signature

Chevon Baker
Print Name

1/14/25
Date



ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

Mail/Email/Fax to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

J B E C O

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

\$ 3000.00

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

Replace Gutters, TO Prevent Water Damage INSIDE

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

5. Contact Person: Douglas Lofton

Mailing Address: 1020 Greenwood Ave. Anderson, SC 29621

Phone Number: 864-296-2210

Email: rtubyl@bellsouth.net

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

NO

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

Douglas Lofton Douglas Lofton Feb 13-25
Signature Print Name Date

Anderson County Building & Codes
Monthly Activity Report
Dec-24

Total Number Permit Transactions:	<u><u>785</u></u>
<i>New Single Family:</i>	<u>66</u>
<i>New Multi-Family:</i>	<u>8</u>
<i>Residential Additions/Upgrades:</i>	<u>12</u>
<i>Garages/Barns/Storage:</i>	<u>28</u>
<i>New Manufactured Homes:</i>	<u>19</u>
<i>New Commercial:</i>	<u>1</u>
<i>Commercial Upfits/Upgrades:</i>	<u>2</u>
<i>Courtesy Permits/Fees Waived:</i>	<u>5</u> <small>(See Attached)</small>

Inspection Activity:

<i>Citizens Inquiries:</i> <small>(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)</small>	<u>12</u> <small>(Includes Updating Sub-Standard Cases)</small>
<i>Tall Grass Complaints (New and Follow Ups):</i>	
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<u>799</u>
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<u>5</u>
<i>Manufactured Home Inspections:</i>	<u>84</u>
Total Number of Inspections (Site Visits) for Department:	<u><u>900</u></u>

Reviews/Misc. Activity:

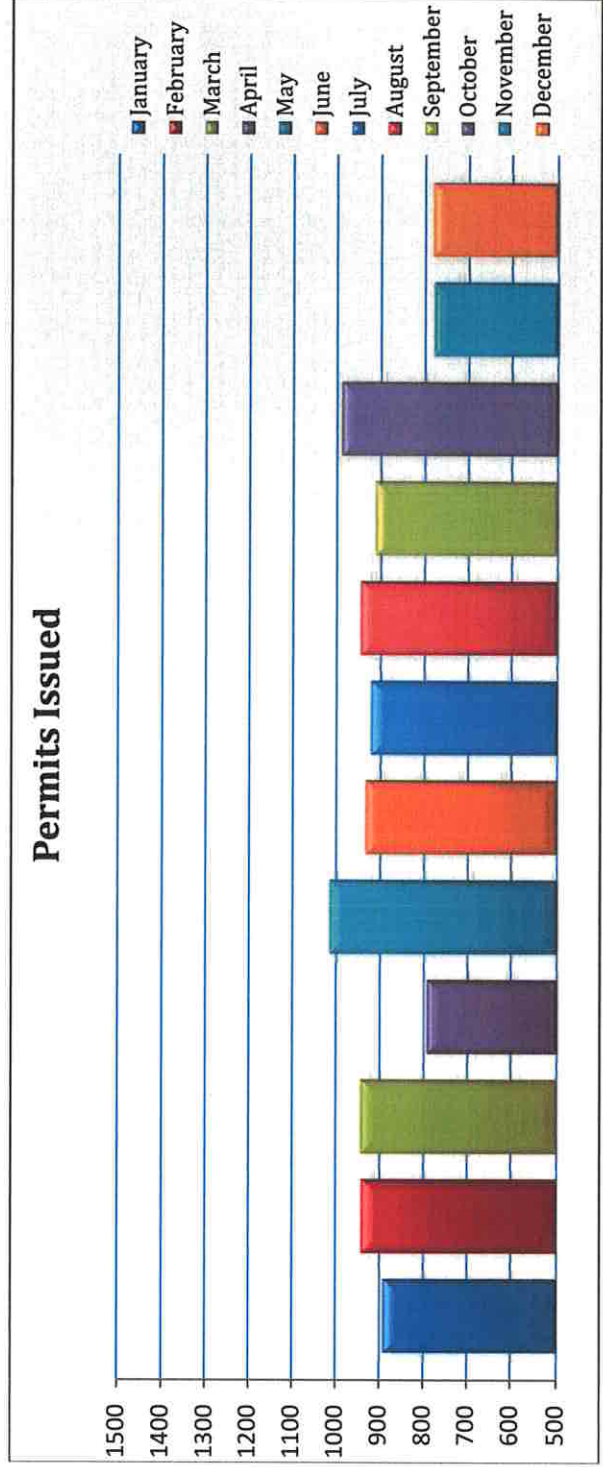
<i>Plans Reviewed:</i>	<u>53</u>	<small>(Includes preliminary consultations, resubmittals and solar)</small>
<i>Mech/Elec/Plumb Reviews:</i>	<u>0</u>	<small>(Includes residential solar)</small>
<i>New Derelict Manufactured Home Cases:</i>	<u>0</u>	
<i>Hearings:</i>		
<i>Court Cases:</i>	<u>0</u>	

Revenue Collected:

<i>Reinspection Fees Collected:</i>	<u>\$300.00</u>
<i>Plan Review Revenue:</i>	<u>\$7,704.90</u>
Total Revenue For The Month:	<u><u>\$142,330.90</u></u>

Anderson County Building & Codes Permits Issued for 2024

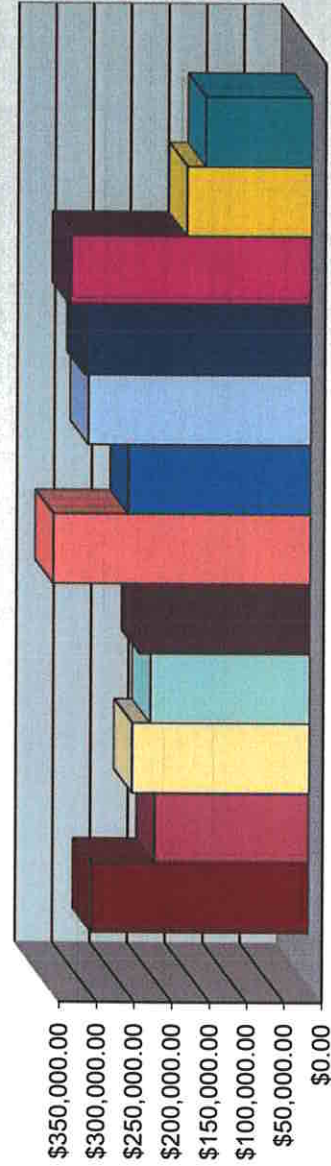
<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	221	248	140	146	91	10	8	28	892
February	254	258	145	146	84	12	8	35	942
March	256	271	145	154	81	2	8	27	944
April	215	221	104	122	75	7	19	31	794
May	259	280	160	156	95	22	9	34	1015
June	257	284	142	135	54	18	7	37	934
July	239	277	140	140	74	7	11	34	922
August	244	289	130	133	87	13	16	34	946
September	222	249	149	168	59	18	7	41	913
October	266	285	147	163	61	16	10	42	990
November	201	222	106	130	75	18	3	24	779
December	175	232	102	127	92	17	6	31	782
Total	2809	3116	1610	1720	928	160	112	398	10853



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	\$125,576.60	\$20,843.00	\$10,152.00	\$21,298.00	\$5,307.00	\$500.00	\$1,425.00	\$27,418.25	\$212,519.85
May	\$125,163.80	\$28,983.00	\$16,049.00	\$20,935.50	\$7,130.00	\$900.00	\$675.00	\$27,436.60	\$227,272.90
June	\$137,794.00	\$30,402.00	\$15,899.00	\$16,058.00	\$4,698.00	\$1,350.00	\$525.00	\$135,766.40	\$342,492.40
July	\$162,065.20	\$29,152.00	\$14,448.00	\$18,738.00	\$6,915.00	\$525.00	\$825.00	\$10,404.10	\$243,072.30
August	\$205,685.00	\$34,188.50	\$14,842.00	\$18,369.00	\$7,187.00	\$975.00	\$1,050.00	\$14,123.65	\$296,420.15
September	\$150,180.20	\$29,062.00	\$17,422.00	\$20,624.00	\$3,911.00	\$1,125.00	\$525.00	\$78,770.00	\$301,619.20
October	\$132,569.80	\$34,724.00	\$15,090.00	\$22,196.00	\$5,624.00	\$975.00	\$750.00	\$109,723.70	\$321,652.50
November	\$91,561.40	\$23,781.00	\$10,982.00	\$19,294.50	\$5,785.00	\$1,350.00	\$225.00	\$13,870.00	\$166,848.90
December	\$74,359.00	\$25,723.00	\$11,310.00	\$14,688.00	\$6,871.00	\$1,000.00	\$375.00	\$8,004.90	\$142,330.90
Total	\$1,669,238.80	\$341,531.00	\$175,550.00	\$227,616.00	\$74,266.00	\$10,350.00	\$8,175.00	\$480,558.30	\$2,987,285.10

Permit Revenue



F.W. DODGE BUILDING STATISTICS

Toll-Free Phone: 877-489-4092 Fax: 800-892-7470

REPORT OF BUILDING OR ZONING PERMITS ISSUED AND LOCAL PUBLIC CONSTRUCTION

For the month of: **Dec-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, detached <i>Exclude mobile homes</i>	101	66	66	\$18,902,625				
Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters	102	3		\$620,860				
Two-family buildings	103	5		\$959,780				
Three-and four-family buildings	104							
Five-or-more family buildings	105							
TOTAL: Sum of 101-105	109	74	66	\$20,483,265	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							
Public works and utilities	325							
Schools and other educational	326							
Stores and customer services	327	1		\$180,000				
Other nonresidential buildings	328	18		\$405,046				
Structures other than buildings	329	2		\$116,050				
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	12		\$694,550				
Nonresidential and non-housekeeping	437	2		\$93,600				
Additions of residential garages and carports <i>(attached and detached)</i>	438	10		\$533,052				
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	3						
Two-family buildings	646							
Three-and four-family buildings	647							
Five-or-more family buildings	648							
All other buildings, structures or mobile homes	649	11						

ANDERSON COUNTY BUILDING CODES
 CENSUS REPORT FOR 12/01/2024 TO 12/31/2024
 COURTESY PERMITS

PERMIT #	ISSUE DATE	COURTESY PERMIT/NO CHARGE	COST	OWNER NAME	MOD DESCRIPTION
MOD 702					
202408181	12/03/2024		40,600.00	HABITAT FOR HUMANITY OF ANDERSON INC	HABITAT FOR HUMANITY HOME
202408194	12/04/2024			MURPHY WILLIAM RAY LIFE EST	DEMO/DERELICT MH LIC #28-873
202408195	12/04/2024			MURPHY WILLIAM RAY LIFE EST	DEMO/DERELICT MH LIC #14-444
202408257	12/10/2024	1,410,000.00		ROBERT BOSCH LLC	BOSCH ELEC/UTILITY IMPROVEMENT
202408271	12/11/2024		3,752.00	ANDERSON COUNTY SC	REWired EXISTING STORAGE BLDG

TOTALS: 5 1,454,352.00

District 1 Paving Report

Through December 31st, 2024

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

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

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

Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
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 December 31st, 2024

Prepared By: Amy Merritt
 Roads & Bridges
 Date: January 2, 2025
 Certified By: Neil Carney
 Neil Carney
 Date: 1.14.25

District 7 Paving Report

Through December 31st, 2024

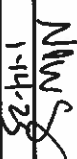

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

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

Approval Date	Project	Projects/Towns&Cities/Other			
		Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
7/7/2015	Town of Homea Path	Grading/drainage	\$48,000.00	\$48,000.00	3/21/2017
10/19/2016	Town of Homea 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
10/19/2016	Town of West Pelzer	Grading/drainage	\$0.00	\$0.00	
10/19/2016	Town of Williamston	Grading/drainage	\$52,000.00	\$24,579.51	incomplete
Totals:			\$172,500.00	\$101,019.52	

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

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

Prepared By: Amy Merritt	Roads and Bridges
Date	Date
 Neil Carney Date 1-14-25	 Amy Merritt January 2, 2025

DISTRICT 1 - SPECIAL PROJECTS
560301 528600
FY Ended June 30, 2025

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2024 - 2025	40,000.00
			Balance Brought Forward	8,507.23
07/16/24	07/24/24	28718	Vets Helping Vets	(2,500.00)
07/16/24	07/24/24	28549	American Red Cross	(500.00)
07/16/24	07/24/24	28555	Anderson County Foster Parents Association	(500.00)
07/16/24	07/31/24	28786	Dude Chat Corporation	(1,000.00)
08/06/24	08/14/24	29270	Lake Hartwell Partners	(1,500.00)
08/06/24	08/14/24	29349	Upstate Fatherhood Coalition	(3,500.00)
08/06/24	08/14/24	29211	Disabled American Veterans	(1,716.00)
08/20/24	08/28/24	29780	United Way-Leadership Anderson Class 39	(2,000.00)
08/20/24	08/28/24	29785	Vets Helping Vets	(300.00)
08/20/24	08/28/24	29594	Anderson Area Touchdown Club	(1,500.00)
08/20/24	08/28/24	29596	Anderson Aviation Association	(1,500.00)
09/17/24	09/25/24	30335	Anderson County Chapter of the SC Genealogical Society	(500.00)
09/17/24	09/25/24	30336	Anderson County CVB-Jackie Seawall Golf Tournament	(2,500.00)
10/01/24	10/09/24	30723	Anderson Chapter National Federation of the Blind	(500.00)
10/01/24	10/09/24	30734	Anderson Pregnancy Care	(3,500.00)
10/01/24	10/09/24	30742	Belton American Legion Post 51	(500.00)
10/01/24	10/09/24	30783	Hearts in Harmony	(1,000.00)
11/05/24	11/13/24	31689	Fostering the Family	(2,500.00)
11/05/24	11/13/24	31768	United Way	(1,500.00)
11/05/24	11/13/24	31780	YMCA of Anderson	(3,000.00)
11/19/24	11/26/24	32099	Anchored in His Grace	(1,000.00)
12/03/24	12/11/24	32559	Tackling the Streets	(1,000.00)
12/03/24	12/11/24	32568	United Negro College Fund	(1,000.00)
12/03/24	12/11/24	32495	Lights of Hope	(1,000.00)
12/17/24	01/01/25	32814	Buster Buddies	(1,000.00)
01/07/25	01/15/25	33202	First Light	(1,000.00)
01/07/25	01/15/25	33254	Palmetto Knight	(500.00)
			Ending Balance	9,991.23

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: January 16, 2025

DISTRICT 2 - SPECIAL PROJECTS
560302 528600
FY Ended June 30, 2025

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2024 - 2025	40,000.00
			Balance Brought Forward	18,402.69
07/16/24	07/24/24	28549	American Red Cross	(500.00)
07/16/24	07/24/24	28555	Anderson County Foster Parents Association	(500.00)
07/16/24	07/24/24	28718	Vets Helping Vets	(2,500.00)
07/16/24	07/31/24	28786	Dude Chat Corporation	(1,000.00)
08/06/24	08/14/24	29211	Disabled American Veterans	(1,000.00)
08/06/24	08/14/24	29270	Lake Hartwell Partners	(1,500.00)
08/06/24	08/14/24	29349	Upstate Fatherhood Coalition	(3,500.00)
08/20/24	08/28/24	29780	United Way-Leadership Anderson Class 39	(2,000.00)
08/20/24	08/28/24	29594	Anderson Area Touchdown Club	(1,000.00)
08/20/24	08/28/24	29596	Anderson Aviation Association	(1,000.00)
08/20/24	08/28/24	29622	Cancer Association of Anderson County	(1,500.00)
09/03/24	09/11/24	29913	Aurum DTT Enterprise	(1,500.00)
09/03/24	09/11/24	30076	Shock City Jeep	(360.00)
09/17/24	09/25/24	30335	Anderson County Chapter of the SC Genealogical Society	(500.00)
09/17/24	09/25/24	30338	Anderson County CVB-Jackie Seawall Golf Tournament	(500.00)
09/17/24	09/25/24	30426	Homeland Park Community Watch	(2,000.00)
10/01/24	10/09/24	30723	Anderson Chapter National Federation of the Blind	(1,000.00)
10/01/24	10/09/24	30729	Anderson County Youth Association	(2,000.00)
10/01/24	10/09/24	30734	Anderson Pregnancy Care	(1,000.00)
10/01/24	10/09/24	30742	Belton American Legion Post 51	(500.00)
10/01/24	10/09/24	30783	Hearts in Harmony	(500.00)
11/05/24	11/13/24	31689	Fostering the Family	(500.00)
11/05/24	11/13/24	31766	United Way	(1,500.00)
11/05/24	11/13/24	31780	YMCA of Anderson	(1,000.00)
11/19/24	11/26/24	32171	New Foundations	(1,000.00)
12/03/24	12/11/24	32559	Tackling the Streets	(1,000.00)
12/03/24	12/11/24	32568	United Negro College Fund	(3,000.00)
12/03/24	12/11/24	32495	Lights of Hope	(500.00)
12/17/24	01/01/25	32814	Buster Buddies	(500.00)
01/07/25	01/15/25	33254	Palmetto Knight	(500.00)
01/07/25	01/15/25	33202	First Light	(1,000.00)
			Ending Balance	22,042.69

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: January 15, 2025

DISTRICT 3 - SPECIAL PROJECTS
560303 528600
FY Ended June 30, 2025

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2024 - 2025	40,000.00
			Balance Brought Forward	9,768.89
09/03/24	07/18/24	8623	Iva Recreation Association	(250.00)
07/16/24	07/24/24	28549	American Red Cross	(250.00)
07/16/24	07/24/24	28555	Anderson County Foster Parents Association	(500.00)
07/16/24	07/24/24	28559	Anderson Interfaith Ministries	(750.00)
07/16/24	07/24/24	28718	Vets Helping Vets	(1,000.00)
07/16/24	07/31/24	28786	Dude Chat Corporation	(250.00)
08/06/24	08/14/24	29270	Lake Hartwell Partners	(1,000.00)
08/06/24	08/14/24	29349	Upstate Fatherhood Coalition	(1,000.00)
08/06/24	08/14/24	29211	Disabled American Veterans	(500.00)
08/20/24	08/28/24	29594	Anderson Area Touchdown	(500.00)
08/20/24	08/28/24	29596	Anderson Aviation Association	(500.00)
08/20/24	08/28/24	29610	Belton Area Museum Association	(1,000.00)
08/20/24	08/28/24	29780	United Way-Leadership Anderson Class 39	(1,000.00)
09/03/24	09/11/24	29913	Aurum DTT Enterprise	(500.00)
09/03/24	09/11/24	30076	Shock City Jeep	(360.00)
09/03/24	09/11/24	29919	Belton Center for the Arts	(500.00)
09/17/24	09/26/24	30336	Anderson County Chapter of the SC Genealogical Society	(500.00)
09/17/24	09/26/24	30336	Anderson County CVB-Jackie Seawall Golf Tournament	(500.00)
10/01/24	10/09/24	30723	Anderson Chapter National Federation of the Blind	(250.00)
10/01/24	10/09/24	30734	Anderson Pregnancy Care	(500.00)
10/01/24	10/09/24	30742	Belton American Legion Post 51	(1,000.00)
10/01/24	10/09/24	30783	Hearts in Harmony	(500.00)
11/05/24	11/13/24	31689	Fostering the Family	(750.00)
11/05/24	11/13/24	31766	United Way	(1,000.00)
11/19/24	11/26/24	32099	Anchored in His Grace	(500.00)
12/03/24	12/11/24	32559	Tackling the Streets	(1,000.00)
12/03/24	12/11/24	32568	United Negro College Fund	(500.00)
12/03/24	12/11/24	32434	Crescent Elite	(2,000.00)
12/03/24	12/11/24	32495	Lights of Hope	(250.00)
12/17/24	01/01/25	32814	Buster Buddies	(1,000.00)
01/07/25	01/16/25	33254	Palmetto Knight	(500.00)
01/07/25	01/15/25	33202	First Light	(500.00)
			Ending Balance	28,658.89

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

Renee Watts, Clerk to Council

DATE:

Rita Davis

Rita Davis, CFO

DATE: January 15, 2025

DISTRICT 4 - SPECIAL PROJECTS
560304 528600
FY Ended June 30, 2025

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2024 - 2025	40,000.00
			Balance Brought Forward	26,061.99
07/16/24	07/24/24	28549	American Red Cross	(500.00)
07/16/24	07/24/24	28555	Anderson County Foster Parents Association	(500.00)
07/16/24	07/24/24	28559	Anderson Interfaith Ministries	(2,500.00)
07/16/24	07/31/24	28675	Pendleton Masonic Lodge	(2,000.00)
07/16/24	07/24/24	28718	Vets Helping Vets	(2,000.00)
07/16/24	07/31/24	28786	Dude Chat Corporation	(600.00)
08/06/24	01/14/24	29188	CESA - Tri-County	(3,500.00)
08/06/24	08/14/24	29211	Disabled American Veterans	(1,716.00)
08/06/24	08/14/24	29270	Lake Hartwell Partners	(3,000.00)
08/06/24	08/14/24	29349	Upstate Fatherhood Coalition	(500.00)
08/20/24	08/28/24	29780	United Way-Leadership Anderson Class 39	(1,500.00)
08/20/24	08/28/24	29785	Vets Helping Vets	(1,000.00)
08/20/24	08/28/24	29594	Anderson Area Touchdown Club	(500.00)
08/20/24	08/28/24	29596	Anderson Aviation Association	(500.00)
08/20/24	08/28/24	29822	Cancer Association of Anderson County	(1,500.00)
09/03/24	09/11/24	29913	Aurum DTT Enterprise	(500.00)
09/03/24	09/11/24	30076	Shock City Jeep	(360.00)
09/03/24	09/11/24	30063	Sandy Springs Fire Department	(10,000.00)
09/17/24	09/25/24	30335	Anderson County Chapter of the SC Genealogical Society	(500.00)
09/17/24	09/25/24	30336	Anderson County CVB-Jackie Seawall Golf Tournament	(500.00)
10/01/24	10/09/24	30723	Anderson Chapter National Federation of the Blind	(500.00)
10/01/24	10/09/24	30734	Anderson Pregnancy Care	(1,000.00)
10/01/24	10/09/24	30742	Belton American Legion Post 51	(500.00)
11/05/24	11/13/24	31734	Pendleton Masonic Lodge	(500.00)
11/05/24	11/13/24	31761	Three & Twenty Fire Department	(500.00)
11/05/24	11/13/24	31780	YMCA of Anderson	(1,000.00)
11/19/24	12/11/24	32099	Anchored in His Grace	(1,000.00)
12/03/24	12/11/24	32568	United Negro College Fund	(800.00)
12/03/24	12/11/24	32495	Lights of Hope	(200.00)
12/17/24	01/01/25	32814	Buster Buddies	(500.00)
12/17/24	01/01/25	32863	Pendleton Masonic Lodge	(1,000.00)
01/07/25	01/15/25	33254	Palmetto Knight	(5,000.00)
01/07/25	01/15/25	33202	First Light	(1,000.00)
			Ending Balance	18,985.99

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: January 15, 2025

DISTRICT 5 - SPECIAL PROJECTS
560305 528600
FY Ended June 30, 2025

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2024 - 2025	40,000.00
			Balance Brought Forward	39,309.11
07/16/24	07/24/24	28549	American Red Cross	(250.00)
07/16/24	07/24/24	28555	Anderson County Foster Parents Association	(500.00)
07/16/24	07/24/24	28718	Vets Helping Vets	(2,500.00)
07/16/24	07/31/24	28786	Dude Chat Corporation	(250.00)
08/06/24	08/14/24	29211	Disabled American Veterans	(1,000.00)
08/06/24	08/14/24	29270	Lake Hartwell Partners	(3,000.00)
08/06/24	08/14/24	29349	Upstate Fatherhood Coalition	(1,000.00)
08/20/24	08/28/24	29780	United Way-Leadership Anderson Class 39	(1,000.00)
08/20/24	08/28/24	29785	Vets Helping Vets	(500.00)
08/20/24	08/28/24	29594	Anderson Area Touchdown Club	(1,000.00)
08/20/24	08/28/24	29596	Anderson Aviation Association	(500.00)
08/20/24	08/28/24	29622	Cancer Association of Anderson County	(1,000.00)
09/03/24	09/11/24	30076	Shock City Jeep	(360.00)
09/17/24	09/25/24	30335	Anderson County Chapter of the SC Genealogical Society	(500.00)
09/17/24	09/25/24	30336	Anderson County CVB-Jackie Seawall Golf Tournament	(750.00)
09/17/24	09/25/24	30426	Homeland Park Community Watch	(2,000.00)
10/01/24	10/09/24	30723	Anderson Chapter National Federation of the Blind	(500.00)
10/01/24	10/09/24	30734	Anderson Pregnancy Care	(500.00)
11/19/24	11/26/24	32099	Anchored in His Grace	(500.00)
01/07/25	01/15/25	33254	Palmetto Knight	(500.00)
01/07/25	01/15/25	33202	First Light	(4,000.00)
			Ending Balance	57,199.11

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: January 15, 2025

DISTRICT 6 - SPECIAL PROJECTS
560306 528600
FY Ended June 30, 2025

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2024 - 2025	40,000.00
			Balance Brought Forward	20,744.45
07/16/24	07/24/24	28555	Anderson County Foster Parents Association	(500.00)
07/16/24	07/24/24	28595	Connect Powdersville	(7,500.00)
07/16/24	07/24/24	28718	Vets Helping Vets	(1,000.00)
07/16/24	07/31/24	28786	Dude Chat Corporation	(250.00)
08/06/24	01/14/24	29188	CESA - Tri-County	(3,500.00)
08/06/24	08/14/24	29211	Disabled American Veterans	(250.00)
08/20/24	08/28/24	29780	United Way-Leadership Anderson Class 39	(1,000.00)
08/20/24	08/28/24	29785	Vets Helping Vets	(700.00)
08/20/24	08/28/24	29594	Anderson Area Touchdown Club	(650.00)
09/03/24	09/11/24	29913	Aurum DTT Enterprise	(500.00)
09/17/24	09/25/24	30335	Anderson County Chapter of the SC Genealogical Society	(500.00)
10/01/24	10/09/24	30821	PLAY	(5,000.00)
10/01/24	10/09/24	30819	Piedmont Public Service District	(1,500.00)
11/05/24	11/13/24	31761	Three & Twenty Fire Department	(500.00)
11/19/24	11/26/24	32099	Anchored in His Grace	(250.00)
11/19/24	11/26/24	32176	Piedmont Public Service District	(1,000.00)
12/17/24	01/01/25	32814	Buster Buddies	(500.00)

Ending Balance 35,644.45

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: _____
DATE: January 15, 2025

DISTRICT 7 - SPECIAL PROJECTS
560307 528600
FY Ended June 30, 2025

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2024 - 2025	40,000.00
			Balance Brought Forward	678.04
07/16/24	07/24/24	28555	Anderson County Foster Parents Association	(500.00)
07/16/24	07/24/24	28560	Anderson Jets Track Club	(500.00)
07/16/24	07/24/24	28707	Town of Honea Path	(5,000.00)
07/16/24	07/24/24	28708	Town of Palzer	(5,000.00)
07/16/24	07/24/24	28710	Town of West Palzer	(5,000.00)
07/16/24	07/24/24	28711	Town of Williamston	(5,000.00)
07/16/24	07/24/24	28718	Vets Helping Vets	(500.00)
07/16/24	07/24/24	28719	Watkins Community Center	(1,500.00)
08/06/24	08/14/24	29211	Disabled American Veterans	(250.00)
08/06/24	08/14/24	29366	Zone Services Inc.	(250.00)
08/20/24	08/28/24	29780	United Way-Leadership Anderson Class 39	(500.00)
08/20/24	08/28/24	29626	Caroline Community Center	(5,000.00)
09/03/24	09/11/24	29913	Aurum DTT Enterprise	(250.00)
09/03/24	09/11/24	30076	Shock City Jeep	(250.00)
09/17/24	09/25/24	30335	Anderson County Chapter of the SC Genealogical Society	(500.00)
09/17/24	09/25/24	30336	Anderson County CVB-Jackie Seawall Golf Tournament	(250.00)
10/01/24	10/09/24	30723	Anderson Chapter National Federation of the Blind	(300.00)
10/01/24	10/09/24	30734	Anderson Pregnancy Care	(500.00)
10/01/24	10/09/24	30742	Belton American Legion Post 51	(500.00)
10/01/24	10/09/24	30731	Honea Path Free Clinic	(2,000.00)
10/15/24	11/06/24	31497	Cheddar Youth	(3,500.00)
11/19/24	11/26/24	32099	Anchored in His Grace	(200.00)
12/03/24	12/11/24	32559	Tackling the Streets	(250.00)
12/03/24	12/11/24	32568	United Negro College Fund	(250.00)
12/03/24	12/11/24	32495	Lights of Hope	(250.00)
12/17/24	01/01/25	32814	Buster Buddies	(250.00)
			Ending Balance	2,428.04

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: January 15, 2025