



AGENDA
Special Presentation Meeting
Tuesday, February 18, 2025, at 6:00 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATIONS:

- a. **2025-004:** A Resolution honoring and celebrating the Nurses Honor Guard of South Carolina for its dedication to honoring nurses and preserving the traditions of the nursing profession; and other matters related thereto.

Hon. Cindy Wilson

3. PRESENTATION BY NURSES HONOR GUARD OF SOUTH CAROLINA

4. PRESENTATION BY ANDERSON ALUMNAE CHAPTER OF DELTA SIGMA THETA SORORITY

5. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, February 18, 2025, at 6:30 p.m.
Historic Courthouse
101 South Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Cindy Wilson

3. APPROVAL OF MINUTES

February 4, 2025

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



4. 2024 OUTSTANDING SAFETY ACHIEVEMENT AWARD PRESENTED TO ANDERSON COUNTY BY THE SOUTH CAROLINA COUNTIES WORKERS' COMPENSATION TRUST AND SC ASSOCIATION OF COUNTIES

Mr. Rusty Burns

5. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

6. ORDINANCE THIRD 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] (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

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] (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

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

Mr. Rusty Burns (allotted 5 minutes)

7. ORDINANCE SECOND READING: NONE

8. ORDINANCE FIRST READING:

- a. **2025-006:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and a company or companies known to the county as "Project Elk" with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto. [Project Elk]

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2025-007:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)



c. **2025-008:** An Ordinance to transfer 24 parcels of real property to Non-profit Corporations; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)

d. **2025-009:** An Ordinance to facilitate the definition of Anderson County's right-of-way along Propes Road near its intersection with McNeely Road; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

e. **2025-010:** An Ordinance to amend Chapter 24-119 and the bufferyard requirements table of the Anderson County Code of Ordinances, such that buffers will be required in zoned and un-zoned unincorporated areas of Anderson County and along roads within Anderson County; and other matters related thereto.

Mr. Tommy Dunn (allotted 5 minutes)

9. RESOLUTIONS:

a. **2025-005:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Elk, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to a project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby the project/company will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters. [Project Elk]

Mr. Burriss Nelson (allotted 5 minutes)

b. **2025-006:** A Resolution to approve amendments to the Anderson County, South Carolina Stormwater Design Manual to incorporate revisions to fill slope and retaining wall buffers; and other matters related thereto. **(INFORMATION ONLY, NO VOTES WILL BE TAKEN)**

Mr. Tommy Dunn (allotted 5 minutes)

10. APPROVAL OF DUKE ENERGY NUCLEAR AGREEMENT

Mr. Rusty Burns

11. BID APPROVALS/CHANGE ORDERS:

Mr. Rusty Burns

a. Bid #25-016 ACTC #139, 143, 145 & 148

b. RFP #25-017 Disaster Recovery & FEMA Assistance

12. REPORT FROM THE PLANNING AND PUBLIC WORKS COMMITTEE MEETINGS:

Ms. Cindy Wilson

a. Meeting held on February 6, 2025

(1) Ordinance 2025-011: An Ordinance to amend sections 24-138 and 24-140 of the Anderson County, South Carolina, Code of Ordinances so as to require Planning Commission approval for certain dwelling units; and other matters related thereto.

b. Meeting held on February 13, 2025

(1) Ordinance 2025-012: An Ordinance to amend Section 24-119 of the Anderson County, South Carolina, Code of Ordinances to add additional requirements for landscaping and bufferyard requirements; and other matters related thereto.

(2) Ordinance 2025-013: An Ordinance to implement a large-scale residential development moratorium, subject to conditions, on developments encompassing more than 25 residential dwelling units; and other matters related thereto.



13. REQUEST BY COUNCIL:

- a. Anderson Christian School-All Districts

14. ADMINISTRATOR'S REPORT

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

15. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

16. REMARKS FROM COUNCIL

17. ADJOURNMENT

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



RESOLUTION #2025-004

A RESOLUTION HONORING AND CELEBRATING THE NURSES HONOR GUARD OF SOUTH CAROLINA FOR ITS DEDICATION TO HONORING NURSES AND PRESERVING THE TRADITIONS OF THE NURSING PROFESSION; AND OTHER MATTERS RELATED THERETO.

Whereas nursing is more than a profession—it is a calling, answered by those who step into life’s most fragile moments with steady hands and compassionate hearts, providing care, comfort, and dignity when it matters most; and

Whereas the Nurses Honor Guard of South Carolina, founded in 2019 by Stormy Shealy and a group of nurses in the Upstate, has grown into a statewide organization of more than 300 members who volunteer their time to honor their fellow nurses; and

Whereas these volunteers offer a simple but profound service: standing in full dress uniform at funerals, calling nurses out of service for a final time, and performing living tributes for those nearing the end of life—acts that bring comfort to families and preserve the legacy of a profession built on service; and

Whereas the Nurses Honor Guard of South Carolina provides all services at no cost to the nurses or their families, working quietly, without recognition, to ensure that no nurse’s life of service goes unrecognized;

Now, therefore, be it resolved in a meeting duly assembled this 18th day of February 2025 that the Anderson County Council hereby honors and celebrates the Nurses Honor Guard of South Carolina for its commitment to honoring nurses, preserving tradition, and reminding us all of the enduring impact of a life dedicated to care.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

Chris N. Sullivan
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice Chairman
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
FEBRUARY 4, 2025

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: At this time
2 I'd like to call the regular Anderson County Council
3 meeting of February the 4th to order. I'd like to
4 welcome each and every one of you here tonight. And
5 thank y'all for coming out and participating in your
6 local county government.
7 At this time I'd like to ask Councilman Jimmy
8 Davis if he would lead us in the invocation and pledge
9 of allegiance. If we'd all rise, please.
10 JIMMY DAVIS: Let us pray.
11 **INVOCATION AND PLEDGE OF ALLEGIANCE BY JIMMY DAVIS**
12 TOMMY DUNN: Moving on,
13 are there any corrections or changes to be made to the
14 January 7, 2025 minutes?
15 CINDY WILSON: Mr. Chairman,
16 may I make the motion that we accept the minutes of
17 January 7th as presented?
18 TOMMY DUNN: Have a
19 motion. Have a second?
20 CHRIS SULLIVAN: Second.
21 TOMMY DUNN: Second by
22 Councilman Sullivan. All in favor of the motion show
23 of hands. All opposed like sign. Show the motion
24 carries unanimously.
25 Moving on to item number -- or the meeting minutes
26 of January 21st, 2025. Are there any changes or
27 corrections to be made to those?
28 CINDY WILSON: May I? I
29 didn't attend. However, it says special called County
30 Council meeting on the cover. And I think we were
31 regularly scheduled, weren't we?
32 TOMMY DUNN: Yes, ma'am.
33 Ms. Wilson makes a motion we approve the minutes
34 with that correction to be made. Do we have a second?
35 GREG ELGIN: Second.
36 TOMMY DUNN: Second by
37 Councilman Elgin. All in favor of the motion show of
38 hands. All opposed like sign. Show the motion
39 carries unanimously.
40 We're going to move on to number 4, Proclamation
41 designating February 2025 as Black History Month in
42 Anderson County. It's from all Council members.
43 Mr. Davis, do you want to read that into the
44 record?
45 GLENN DAVIS: Yes, sir, I
46 sure will. Thank you, Mr. Chairman.
47 This is a Proclamation designating February 2025
48 as Black History Month in Anderson County.
49 Whereas during Black History Month, it is
50 imperative to reflect on the numerous achievements and

1 contributions African Americans have made to our
2 society throughout history, and

3 Whereas Black History Month grew out of the
4 establishment of Negro History Week in 1926 by Carter
5 G. Woodson, and was finally adopted in 1976 as a way
6 to promote and preserve black history, and

7 Whereas the 2025 Black History Month theme of
8 African Americans in Labor is a powerful reflection on
9 the pivotal role that the hard work of African
10 Americans have played in shaping our country's
11 history, and

12 Whereas this theme underscores the diverse and
13 significant ways in which the labor, whether voluntary
14 or involuntary, skilled or unskilled, has been at the
15 core of the Black American experience, and

16 Whereas the Anderson County Council sets aside
17 this special time to acknowledge African Americans in
18 Anderson County, past and present.

19 Now, therefore the Anderson County Council does
20 hereby proclaim the month of February 2025 as Black
21 History Month, and encourages all citizens to create a
22 world that is more just, peaceful and prosperous for
23 all.

24 Proclaimed this fourth day of February 2025.

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

26 CINDY WILSON: Second.

27 TOMMY DUNN: We have a
28 motion by Mr. Glenn Davis. We have a second by Ms.
29 Wilson. Any discussion? All in favor of the motion
30 show of hands. All opposed like sign. Show the
31 motion carries unanimously.

32 We're going to move on to item number 5, citizens'
33 comments. When Mr. Harmon calls your name, please
34 step forward. You have three minutes. Please address
35 the chair. And keep items this first go-around on
36 agenda items only. Mr. Harmon.

37 LEON HARMON: Mr. Chairman,
38 first speaker is Ashley Cluley.

39 ASHLEY CLULEY: I'm Ashley
40 Cluley. I live at 100 Jones Creek Circle.

41 I was addressing the second reading of 2025-004.

42 Thank you to the County Council for giving us the
43 opportunity to speak on the topic of rezoning. As
44 stated in the Planning Commission meeting, the
45 residents of Covered Bridge at Jones Creek are not
46 opposed to development under the current R-20 zoning.
47 We strongly oppose the proposed rezoning from R-20 to
48 R-12 due to its significant and negative impact on the
49 character of our neighborhood.

50 This petition, I've got three pages, signed by 87%

1 of the households reflect this opposition. That was a
2 feat. The last five didn't choose not to sign. They
3 just weren't home.

4 The developer has provided misleading statements
5 regarding lot sizes, frontage, school impact and their
6 cooperation with the HOA. The following are four fact
7 based corrections that I want to ensure that council
8 members have accurate information before making a
9 decision.

10 First, the developers misrepresentation of
11 existing lot sizes. The developer claimed, and I
12 quote, 75% of the current homes have 11,000 square
13 feet lots or less. This is false. The neighborhood
14 plat map confirms that 0% of our existing lots are
15 below 11,000 square feet. Even if we measure lots
16 under 12,000 square feet, only 12 homes or 30% fit
17 that description, not 75%.

18 Secondly, lot frontage discrepancy. The developer
19 stated that their new lots will have 60 feet of
20 frontage compared to 80 feet in the existing
21 neighborhood. However, the actual average frontage
22 per lot in Covered Bridge today is 136 feet. This is
23 a substantial difference and significantly impacts the
24 character of the neighborhood.

25 Miscalculated impact on schools. The developer
26 claimed that the new development would add only 60
27 children to the Anderson District One school system,
28 for 126 homes over the course of the development.
29 Covered Bridge currently has 38 children across 40
30 homes. That's about one per home. The developer's
31 estimate significantly under-counts the true potential
32 impact on the school system.

33 And lastly, misrepresentation of the home density
34 using R-20 lots. The proposed rezoning to R-12
35 includes 126 home sites. When a Planning Commission
36 member asked how many lots could be developed under R-
37 20 the developer claimed 178 lots. They failed to
38 explain that the larger agricultural lots are proposed
39 because the terrain is too steep to develop more R-12
40 homes. A correct calculation of the buildable lots
41 under the current R-20 zoning results in about 78 home
42 sites, not 178. The developer's response
43 misrepresented the true development potential to make
44 R-12 seem preferable to the current R-20.

45 I appreciate your time.

46 TOMMY DUNN: Thank you.
47 Mr. Harmon?

48 LEON HARMON: Mr. Chairman,
49 next speaker is Chris Anklam.

50 TOMMY DUNN: Sure. Let

1 the record that Mr. Sanders is in the building.

2 CHRIS ANKLAM: Good

3 evening, everyone. Thank you. Chris Anklam, I'm from
4 143 Jones Creek Circle. I'm the president of the
5 Covered Bridge HOA.

6 So a few points actually touched on a lot. But we
7 are, just a second, that we are not opposed to the --
8 sorry, we're not opposed to the development under the
9 current R-20 zoning, but we are opposed to the change
10 for the, for the following reasons.

11 So the developer, working with the HOA, they have
12 repeatedly attempted to remove the 200 acre parcel
13 from the HOA, most recently in the summer, where the
14 HOA has incurred over \$10,000 in legal fees, which
15 they promised to reimburse but have not done so yet.
16 The release was extremely close to finishing. It was
17 halted due to this recent development request. It
18 would have limited the divide to a total of six
19 partial -- six parcels, which is the most preferred
20 option for us as a neighborhood.

21 Roads and traffic. The developer stated in the
22 Planning Commission meeting that there was a traffic
23 study completed. We would like to see to confirm that
24 the assumptions are correct from that study. Has
25 anyone in the county verified that the study is done
26 under guidelines and standards of the county road
27 development crew? With additional -- with the
28 addition of 126 homes and the current entryway, it
29 will be overloaded. Covered Bridge has a somewhat
30 unique entrance compared to other neighborhoods in the
31 area where all the traffic is funneled through only
32 one entrance and does not break off into a separate
33 road for about 1000 feet into the neighborhood. Most
34 neighborhoods with that number of homes split off soon
35 after the entrance to lessen road traffic on any one
36 area.

37 In regards to the original plan. The developer
38 states that this change is sticking true to the
39 original plan. The original plan for this area of the
40 development had a very small cluster of traditional
41 single family homes with lots around 20,000 square
42 feet. All the remaining land in that to -- the 200
43 acre development was to be used as larger acreage lots
44 due to the terrain, which as currently being requested
45 goes against that original plan. And I do have that
46 original plan, if anyone is interested in seeing that.

47 Also in regards to runoff, Jones Creek is
48 currently plagued with runoff from the surrounding
49 area. This causes the water to run over Shackleburg
50 Road multiple times a year. Typically, only an inch

1 and a half of rain is needed in a 24 hour period for
2 this to occur. With the addition of 126 homes, the
3 problem will only get worse with all the extra
4 pavement of rooftops that don't allow water to
5 naturally drain into land. Just asking for that to be
6 considered as well.
7 Thank you.
8 TOMMY DUNN: Thank you.
9 Mr. Harmon?
10 LEON HARMON: Mr. Chairman,
11 no one else is signed up.
12 TOMMY DUNN: Thank you,
13 Mr. Harmon.
14 We're going to move on now to item number 6(a),
15 Ordinance third reading, 2024-053, an Ordinance
16 authorizing the execution and delivery of a fee in
17 lieu of tax and special source credit agreement by and
18 between Anderson County, South Carolina and JTB
19 Development, LLC with respect to certain economic
20 development property in the county, whereby such
21 property will be subject to certain payments in lieu
22 of taxes, including the provision of certain special
23 source credits; and other matters related thereto.
24 This is Project Vista.
25 Mr. Nelson.
26 BURRISS NELSON: Thank you,
27 Mr. Chairman, members of council. This is project
28 Vista. JTB Development is bringing 6.2 million
29 capital investment in spec buildings on Hampton Road.
30 Of course, with a spec building, no jobs are being
31 created at this time. They do have some clients that
32 are looking and they feel strongly about.
33 But the first year community impact for this
34 project, 1.8 million and a 30 year community impact,
35 12.2 million, just for the buildings and their
36 existence, sir. Thank you.
37 TOMMY DUNN: Thank you.
38 Do we have a motion to move this forward?
39 CINDY WILSON: So moved.
40 TOMMY DUNN: Motion Ms.
41 Wilson. Do we have a second?
42 GLENN DAVIS: Second.
43 TOMMY DUNN: Second by
44 Councilman Glenn Davis. Open the floor up for
45 discussion.
46 CINDY WILSON: May I?
47 TOMMY DUNN: Ms. Wilson.
48 CINDY WILSON: I want to
49 thank Mr. Burriss Nelson and his staff for working
50 with this company and with me to make the appearance

1 of these -- this particular property much better.
2 They've signed a letter agreeing to better
3 landscaping, and I think that will make it look much
4 nicer out in that area.

5 And we'll actually take up this matter on
6 Thursday's Planning and Public Works Committee, having
7 some upgraded landscape and buffer requirements for
8 industrial developments; especially when it's up
9 against residential or other fragile type properties.
10 Thank you.

11 TOMMY DUNN: Anyone else?

12 All in favor of the motion show of hands. All
13 opposed like sign. Show the motion carries
14 unanimously.

15 We're going to move on to item number 6(b),
16 2024-054, an Ordinance to amend an agreement for the
17 development of a Joint County Industrial and Business
18 Park (2010 Park) of Anderson and Greenville Counties
19 so as to enlarge the park; and other matters related
20 thereto. This is Project Vista, the project we just
21 talked about on 6(a). Mr. Nelson.

22 BURRISS NELSON: Thank you,
23 Mr. Chairman, members of council. This allows that
24 project, if there are manufacturing jobs created, to
25 access state incentives and benefits that could be
26 applicable to a manufacturing situation in that
27 building. Thank you.

28 TOMMY DUNN: Thank you.
29 Have a motion?

30 CINDY WILSON: So moved.

31 TOMMY DUNN: Motion Ms.
32 Wilson. Have a second?

33 GLENN DAVIS: Second.

34 TOMMY DUNN: Second by
35 Councilman Glenn Davis. Open the floor up for
36 discussion. Hearing none, all in favor of the motion
37 show of hands. All opposed like sign. Show the
38 motion carries unanimously.

39 We're going to move on to item number 6(c),
40 2025-002, an Ordinance to restrict the use of certain
41 real property owned by Anderson County, located east
42 of South Gossett Street and South of Minor Street
43 (former Riverside Mill site); and other matters
44 related thereto.

45 This will be a public hearing. Before we go into
46 that, Mr. Harmon, would you just let people know what
47 this is about that wasn't here before?

48 LEON HARMON: Yes, sir.

49 This ordinance places restrictions on uses of that
50 property. The restrictions are required by the BCC

1 that was, that was obtained in order to get this
2 property back into the stream of commerce. The
3 restrictions include things like groundwater use, soil
4 disturbance, certain development that can't be located
5 on the site.

6 TOMMY DUNN: Thank you,
7 Mr. Harmon.

8 Now, at this time we'll go into a public hearing
9 on this matter. Anyone wishing to speak to this
10 matter, please step forward and state your name,
11 address the chair, and you've got three minutes.
12 Public hearing. Anyone at all? Seeing and hearing
13 none, the public hearing will be closed. Do we have a
14 motion to move this forward?

15 CINDY WILSON: So moved.

16 TOMMY DUNN: Motion by
17 Councilman Elgin; second Ms. Wilson. Any discussion?
18 Seeing and hearing none, all in favor of the motion
19 show of hands. All opposed like sign. Show the
20 motion carries unanimously.

21 We're going to move on to item number 7(a),
22 Ordinance second reading, 7(a), 2025-001, an Ordinance
23 to lease real property located at 313 South Towers
24 Street to Love Well Ministries, Inc.; and other
25 matters related thereto. Mr. Burns.

26 RUSTY BURNS: Mr. Chairman,
27 this is to open up a shelter for women who suffer from
28 addiction. They will be in that building. They will
29 not be out of the property. And this is the second
30 reading on that. It's a county building that we are
31 moving probation and parole out of currently.

32 The -- another entity is located there. They will
33 be allowed to stay there and work cooperatively with
34 this group from Love Well.

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

37 CINDY WILSON: So moved.

38 TOMMY DUNN: Motion by
39 Councilman Elgin; second by Ms. Wilson.

40 Open the floor up for discussion? Mr. Burns, if
41 you would -- you can probably do it better than I can
42 -- just mention we met with a group of business ---

43 RUSTY BURNS: We met with
44 some downtown merchants, and we explained the
45 situation to them. There was some misunderstanding.
46 And that meeting took place here. And last contact I
47 had with members of that organization, they were
48 pleased with what we intended to do.

49 TOMMY DUNN: I think the
50 majority was. Ones I've talked to, and you have too,

1 and I think some still called in today.

2 RUSTY BURNS: Yes, sir.

3 TOMMY DUNN: I appreciate
4 it. Anyone else? All in favor of the motion show of
5 hands. All opposed like sign. Show the motion
6 carries unanimously.

7 At this time, if there's no objection, we'll take
8 about a five minute break. I need to go to the
9 restroom. Be back in about five minutes.

10 **BREAK**

11 TOMMY DUNN: We're going
12 to move on to item number 7(a), Ordinance second
13 reading, 2025-001, an Ordinance to lease real property
14 -- I'm sorry -- we're on 7(b), 2025-003, an Ordinance
15 to amend Ordinance #99-004, the Anderson County Zoning
16 Ordinance, as adopted July 20, 1999, by amending the
17 Anderson County Official Map to rezone +/- 16.77 acres
18 from Industrial District (I-2) to R-10 (Single-Family
19 Residential) on a parcel of land identified in the
20 Hopewell Precinct as shown in Deed Book 17721 at page
21 242. The parcels are further identified as TMS
22 #144-00-05-013 and #144-00-05-014. It's in District
23 4. Do we have a motion?

24 BRETT SANDERS: So moved.

25 TOMMY DUNN: Motion to
26 move this forward. Do we have a second?

27 GREG ELGIN: Second.

28 TOMMY DUNN: Have a second
29 by Mr. Elgin.

30 Now, do we have another motion?

31 CINDY WILSON: May I?

32 TOMMY DUNN: Yes, ma'am.

33 CINDY WILSON: This

34 particular site had a number of visits from the Fire
35 Commission and DHEC regarding an unpermitted landfill.
36 They were accepting debris from landscape people and
37 so forth and tree service people, and they were
38 burning it on that site without a permit. And I have
39 a concern about that, so I will abstain on this one.
40 Thank you.

41 BRETT SANDERS: Mr. Chairman?

42 TOMMY DUNN: Mr. Sanders.

43 BRETT SANDERS: I'd like to

44 make a motion to amend Ordinance number 2025-003 to
45 include the items 2, 3, 4 and 5 that was written and
46 highlighted in red in the agenda packet. And I put
47 that in the form of a motion, sir.

48 TOMMY DUNN: Have a motion
49 by Mr. Sanders. Do we have a second? Second by

50 Councilman Glenn Davis. Open the floor up for

1 discussion on the amendment.

2 Mr. Harmon, would you just, for the folks out
3 there, let them know what the amendment is, sort of in
4 general?

5 LEON HARMON: Yes. The
6 amendment is to add four paragraphs, I believe it is,
7 to the ordinance as it was drawn for the last meeting.
8 This is, this is just to keep the record straight and
9 add those paragraphs into the record.

10 TOMMY DUNN: Nothing is
11 changing as far as the size or scope of the project or
12 none of that?

13 LEON HARMON: Nothing like
14 that.

15 TOMMY DUNN: Just a legal
16 thing?

17 LEON HARMON: No, sir.

18 TOMMY DUNN: Anymore
19 discussion on the amendment? All in favor of the
20 amendment show of hands. All opposed like sign. All
21 abstentions. The amendment passes with Mr. Davis, Mr.
22 Jimmy Davis, Mr. Brett Sanders, Mr. Glenn Davis, Mr.
23 Tommy Dunn, Mr. Chris Sullivan, Mr. Greg Elgin in
24 favor. Ms. Wilson abstains.

25 Now, go back to the original motion. Any
26 discussion? All in favor of the motion show of hands.
27 All opposed like sign. Show the motion carries with
28 Mr. Glenn Davis, Mr. Jimmy Davis, Mr. Brett Sanders,
29 Mr. Tommy Dunn, Mr. Greg Elgin, Mr. Chris Sullivan.
30 Ms. Wilson opposes -- I mean abstains.

31 We're going to move on to item number 7(c),
32 2025-004, an Ordinance to amend Ordinance #99-004, the
33 Anderson County Zoning Ordinance, as adopted July 20,
34 1999, by amending the Anderson County Official Map to
35 rezone +/- 175.96 acres from Single-Family
36 Residential District (R-20) to R-A2 (Residential
37 Agriculture (2.0 acre min.) and R-12 (Single-Family
38 Residential District) on a parcel of land identified
39 in the Hopewell Precinct as shown in Deed Book 12915
40 at page 228. The parcel further identified as TMS
41 #144-00-03-001. In District 4.

42 Do we have a motion?

43 BRETT SANDERS: So moved.

44 TOMMY DUNN: Mr. Sanders
45 makes a motion to move forward. Do we have a second?

46 GLENN DAVIS: Second.

47 TOMMY DUNN: Second by
48 Councilman Glenn Davis. Open the floor up for
49 discussion.

50 BRETT SANDERS: Mr. Chairman?

1 TOMMY DUNN: Mr. Sanders.
2 BRETT SANDERS: As you know,
3 I was running behind. I notice we have some people
4 here today. What I would like to do -- I know we have
5 three readings on this. I'm going to support it on
6 this second reading. I would like to sit down and get
7 in contact with everyone here that has some issues so
8 we can work it out prior to third reading.
9 At third reading, we'll either proceed with it or
10 make a motion to deny it. But as of right now, I'm
11 going to support the second reading on it and then
12 hopefully schedule some meetings and things to sit
13 down and address some concerns and to gather more
14 information. Thank you, sir.
15 TOMMY DUNN: Thank you,
16 Mr. Sanders. Anyone else? Anymore discussion? Ms.
17 Wilson, go right ahead.
18 CINDY WILSON: The applicant
19 of this specific proposal has created an absolute
20 nightmare in my district. He doesn't believe in storm
21 water regulations, it appears. He silted in streams,
22 mud run across adjoining landowners. And I will vote
23 against this. And this is just one site cease and
24 desist orders against this particular person. And
25 that's just one site, not the ones that I'm referring
26 to. But until he goes back and cleans up the messes
27 he's created in my district and addresses the problems
28 with the neighbors who are quite distraught about this
29 flooding and everything, I will vote against it. And
30 if he comes back and straightens things out, I'll vote
31 for it. Thank you.
32 TOMMY DUNN: Anyone else?
33 JIMMY DAVIS: Mr. Chair?
34 TOMMY DUNN: Mr. Davis,
35 Mr. Jimmy Davis.
36 JIMMY DAVIS: A question.
37 This is -- what we're talking about voting on here is
38 just a rezoning request? Correct?
39 LEON HARMON: Yes, sir,
40 that's correct.
41 JIMMY DAVIS: The Planning
42 Commission approved the rezoning request; correct?
43 TOMMY DUNN: Yep.
44 ALESIA HUNTER: Yes, sir,
45 they did; six to two approval.
46 JIMMY DAVIS: If the
47 rezoning request happens, then he has to go before the
48 Planning Commission with the project; correct?
49 ALESIA HUNTER: That's
50 correct. He'll submit a formal application for the

1 subdivision and we'll have another public hearing and
2 another opportunity for the public to voice their
3 concern. Yes, sir.

4 JIMMY DAVIS: Thank you.

5 Thank you, Mr. Chair.

6 TOMMY DUNN: Thank you.

7 Anyone else? All in favor of the motion show of
8 hands. All opposed like sign. Show the motion
9 carries with Mr. Jimmy Davis, Mr. Brett Sanders, Mr.
10 Glenn Davis, Mr. Tommy Dunn, Mr. Chris Sullivan, Mr.
11 Craig Elgin in favor. Ms. Wilson opposes.

12 Moving on to item number (d), 2025-005, an
13 Ordinance to authorize the transfer of real property
14 bearing TMS #148-22-01-009 (Tract A) to the current
15 owner of a tract from which Tract A was deeded to
16 Anderson County Water and Sewer Authority for location
17 of a package of wastewater treatment plant; and other
18 matters related thereto.

19 Mr. Harmon.

20 LEON HARMON: Yes, sir, Mr.
21 Chairman. This is an Ordinance to transfer a piece of
22 real property that originally contained a package
23 wastewater treatment plant back to the owner of the
24 piece of property from which it was cut out of. We
25 will be retaining an easement for our sewer line
26 through that piece of property, but otherwise, we
27 don't have a need for it any longer. There's no
28 longer, and there hasn't been for some time, a package
29 wastewater treatment plant on that site.

30 TOMMY DUNN: Thank you.

31 Do we have a motion?

32 CINDY WILSON: So moved.

33 GREG ELGIN: So moved.

34 TOMMY DUNN: Motion Mr.

35 Elgin; second Ms. Wilson. Any discussion? All in
36 favor of the motion show of hands. All opposed like
37 sign. Show the motion carries unanimously.

38 We're going to move on to item number 9(a) --
39 there's no first readings.

40 This is 9(a), Resolutions, 9(a), 2025-001, a
41 Resolution to approve a lease agreement between AnMed
42 Health and Anderson County, South Carolina for a
43 building on the AnMed Health Piedmont Campus to
44 accommodate the County's area office for Emergency
45 Medical Services and Sheriff's Office sub-station; and
46 other matters related thereto.

47 Mr. Burns, you got anything you want to say to
48 this?

49 RUSTY BURNS: Mr. Chairman,
50 this is a partnership between AnMed, Anderson County

1 Paramedic Services and the Sheriff's Office to have a
2 stronger presence in the Powdersville area. And you
3 see the documents before you.

4 TOMMY DUNN: Yes, sir.
5 RUSTY BURNS: That's it.
6 TOMMY DUNN: Do we have a
7 motion to move this forward?
8 JIMMY DAVIS: So moved.
9 CINDY WILSON: Second.
10 TOMMY DUNN: Motion Mr.
11 Jimmy Davis; and second Ms. Wilson. Open the floor up
12 for discussion.
13 JIMMY DAVIS: Mr. Chair, if
14 I may?
15 TOMMY DUNN: Mr. Davis,
16 Mr. Jimmy Davis.
17 JIMMY DAVIS: I'm excited
18 to see this happening. Of course, the AnMed hospital
19 on exit 35 there in Piedmont is really taking nice
20 shape. It's going to be a beautiful facility.
21 One of the things when we started with AnMed up
22 there was to get emergency responders to have a place
23 there in northern Anderson County. So it's a good fit
24 for Piedmont, and we just -- we thank you for your
25 support on this. Thank you, Mr. Chair.
26

27 TOMMY DUNN: Thank you.
28 CINDY WILSON: May I?
29 TOMMY DUNN: Ms. Wilson.
30 CINDY WILSON: This is a
31 wonderful addition, given all the accidents and high
32 traffic volumes on 85. It will really cut down on
33 response times. Thank you.
34 TOMMY DUNN: Anyone else?
35 Do we have a motion to move this forward?
36 CINDY WILSON: So moved.
37 JIMMY DAVIS: We've just
38 got to vote.
39 TOMMY DUNN: That's what
40 I'm talking about. I'm sorry. All in favor of the
41 motion show of hands. All opposed like sign. Show
42 the motion carries unanimously.
43 Moving on to item number 9(b), 2025-002, a
44 Resolution to approve a memorandum of understanding
45 between Anderson County, South Carolina and the City
46 of Anderson regarding preparation of a preliminary
47 engineering report for the Rocky River and Generostee
48 Wastewater Treatment Plants; and other matters related
49 thereto.
50 Mr. Burns or Mr. Harmon, either one.

1 RUSTY BURNS: Mr. Chairman,
2 this is an agreement between the city and Anderson
3 County to plan for the sewer needs of the future.
4 Basically, this is an outline that we will be
5 following at sometime for many years.
6 TOMMY DUNN: Thank you.
7 Do we have a motion to move this forward?
8 JIMMY DAVIS: So moved.
9 TOMMY DUNN: Motion by Mr.
10 Jimmy Davis. Have a second?
11 CHRIS SULLIVAN: Second.
12 TOMMY DUNN: Second by Mr.
13 Sullivan. Open the floor up for discussion.
14 CINDY WILSON: May I?
15 TOMMY DUNN: Yes, ma'am,
16 Ms. Wilson.
17 CINDY WILSON: It's good to
18 see that we're paying our pro rata share and not the
19 extreme responsibility as has been in the past. Do we
20 know who the engineering firm is yet?
21 RUSTY BURNS: No, ma'am,
22 not at this point.
23 CINDY WILSON: Okay. Thank
24 you.
25 TOMMY DUNN: Anyone else?
26 All in favor of the motion show of hands. All opposed
27 like sign. Show the motion carries unanimously.
28 We're going to move on to item number 2025-003, a
29 Resolution to approve a memorandum of understanding
30 between Anderson County, South Carolina and the Pelzer
31 Heritage Commission regarding development of the
32 former Pelzer Mill property; and other matters related
33 thereto.
34 Do we have a motion to ---
35 CINDY WILSON: So moved.
36 TOMMY DUNN: Motion Ms.
37 Wilson. Do we have a second?
38 GREG ELGIN: Second.
39 TOMMY DUNN: Second
40 Councilman Elgin. Any discussion?
41 CINDY WILSON: May I?
42 TOMMY DUNN: Ms. Wilson.
43 CINDY WILSON: I want to
44 thank Mr. Burns and Mr. Harmon and Steve Newton for
45 all the hard work of helping this group put this
46 together. The town of Pelzer is a very stark town.
47 It has so much potential, but once Gerber left there
48 and the other mill, they fell on hard times. And this
49 gives them a wonderful opportunity to evolve into a
50 vibrant community again. Thank you.

1 TOMMY DUNN: Anyone else?
2 All in favor of the motion show of hands. All opposed
3 like sign. Show the motion carries unanimously.
4 Moving on to item number 10, appointments.
5 Anderson County Museum Advisory Board. Ms. Wilson.
6 CINDY WILSON: Thank you. I
7 would like to appointment Mr. James M. Payne to a
8 board position on the museum. And as a way of
9 disclosure, he is my nephew. Thank you.
10 TOMMY DUNN: We have a
11 motion on the floor. Do we have a second?
12 JIMMY DAVIS: Second.
13 TOMMY DUNN: Second by
14 Councilman Jimmy Davis. Any discussion? All in favor
15 of the motion show of hands. All opposed like sign.
16 Show the motion carries unanimously.
17 Anyone else have any appointments?
18 We're going to move on now to item number 11,
19 requests by Council members. Junior League of
20 Anderson for all districts. Mr. Davis.
21 JIMMY DAVIS: Nothing, sir.
22 TOMMY DUNN: Mr. Sanders.
23 BRETT SANDERS: Nothing, sir.
24 TOMMY DUNN: Mr. Glenn
25 Davis.
26 GLENN DAVIS: Thank you,
27 Mr. Chairman. Out of District 2's rec account, I'd
28 like to appropriate \$500 to the Junior League of
29 Anderson. I put that in the form of a motion.
30 CINDY WILSON: Second.
31 TOMMY DUNN: We have a
32 motion by Mr. Glenn Davis; second Ms. Wilson. Any
33 discussion? All in favor of the motion show of hands.
34 All opposed like sign. Show the motion carries
35 unanimously.
36 Mr. Elgin.
37 GREG ELGIN: Thank you,
38 Mr. Chairman. From the District 3 appropriations,
39 we'd like to donate \$500 to the Junior League of
40 Anderson. Put that in the form of a motion.
41 CINDY WILSON: Second.
42 TOMMY DUNN: Have a motion
43 by Mr. Elgin; second Ms. Wilson. Any discussion? All
44 in favor of the motion show of hands. All opposed
45 like sign. Show the motion carries unanimously.
46 Mr. Sullivan.
47 CHRIS SULLIVAN: Mr. Chairman,
48 I'd like to make this in the form of a motion here.
49 Out of District 1 appropriations request account, I'd
50 like to give \$1,000 to the Junior League of Anderson.

1 TOMMY DUNN: We have a
2 motion by Mr. Sullivan. Do we have a second?
3 BRETT SANDERS: Second.
4 TOMMY DUNN: Second by
5 Councilman Sanders. Any discussion? All in favor of
6 the motion show of hands. All opposed like sign.
7 Show the motion carries unanimously.
8 Moving on to Administrator's report.
9 RUSTY BURNS: Nothing at
10 this time, Mr. Chairman.
11 TOMMY DUNN: Thank you.
12 Moving on now to citizens' comments. When Mr.
13 Harmon calls your name, you have three minutes.
14 Please state your name and district for the record.
15 Address the chair, please. Mr. Harmon.
16 LEON HARMON: Mr. Chairman,
17 first speaker is Devin Clement.
18 DEVIN CLEMENT: Good evening,
19 members of the City Council. Thank you for the
20 opportunity to speak upon ---
21 TOMMY DUNN: Excuse me
22 just a minute. Talk into the microphone. And state
23 your name and district, please, for the record.
24 DEVIN CLEMENT: Okay. My
25 name is Devin Clement. I'm here with Shirley Rice,
26 which is a resident of District 2, Green Acre Circle
27 in Anderson.
28 We want to address an important issue that's
29 facing the residents of this area. Recently, crime
30 rates, burglaries, vandalism is on the rise in the
31 area.
32 CINDY WILSON: Mr. Chairman,
33 I can't hear a thing.
34 TOMMY DUNN: Hang on a
35 minute. Mr. Burns, see if you can get mic up there
36 for him to talk into. I want her to be able to hear
37 this.
38 DEVIN CLEMENT: Can you hear
39 me better?
40 TOMMY DUNN: Yes.
41 DEVIN CLEMENT: Okay, thanks.
42 Okay, so I want to take this opportunity to address an
43 important issue that's happening in the community of
44 Green Oak Circle in District 2. We're looking at
45 situations where it's high vandalism, crime, drugs
46 that are affecting the community. And I can give you
47 examples of things that are happening.
48 Our residents are experiencing theft, burglaries,
49 as far as car thefts, drugs, their house was
50 vandalized; everything stolen out of it, wiring,

1 electrical, plumbing, HVAC system, security systems.
2 They had two cars stolen over the period of time that
3 they were in the house to where they considered moving
4 to another county. What we're looking to do is help
5 strengthen this community, bring pride back to this
6 community by implementing police force -- enforcement,
7 youth programs, neighborhood watches to try to clean
8 this area up so it's livable and not deteriorating
9 their souls and their spirits the way it has.

10 So we want to do a comprehensive approach. I urge
11 support and increased police security. They were
12 supposed to have the house on security watch, but it
13 was broken in two other times after there was
14 increased police security. They had an incident where
15 it was a meth exposure, a contact exposure, where they
16 had to go to the hospital to get medical treatment,
17 because they touched something that had, I guess it
18 was fentanyl or meth on it, that a vagrant or someone
19 left in their yard. A lot of vandalism. They've tore
20 down the fences. They've actually went into one of
21 the homes and pulled insulation and the ceiling out.
22 Don't know why, but it happened.

23 So we're looking for any help we can get from the
24 City Council to help clean this area up so we can
25 bring this area back to a better standard of living.

26 TOMMY DUNN: Yes, sir.
27 And just for the record, we're Anderson County
28 Council.

29 Mr. Burns, will y'all make sure you get his name
30 and whoever what you call it, and set up a meeting ---

31 RUSTY BURNS: Yes, sir.

32 TOMMY DUNN: --- with the
33 Councilman from that district, Mr. Glenn Davis, and
34 Darrell Hill, Major Hill?

35 Thank you.

36 Mr. Harmon?

37 LEON HARMON: Mr. Chairman,
38 next speaker is Chase Smithwick.

39 CHASE SMITHWICK: How y'all
40 doing? My name is Chase Smithwick. I live on 3 Lyman
41 Street in the big city of Pelzer. I don't really have
42 any questions today. I just wanted to make some
43 comments about the county taking over the mill
44 property.

45 So I'm pretty heavily involved in our town
46 government. Hopefully next year I'll be even a little
47 more involved in it. But as far as -- I get out and
48 talk to a lot of people, and I've always asked them,
49 you know, what do you want to see in this town? And I
50 could sit here till the third Thursday of the month

1 and tell you stuff that people in that town want to
2 see. But one thing that's always been in common is
3 they've wanted to see something happen with that mill,
4 because that mill has been a breeding ground for
5 criminals and just is nasty.

6 So I wanted to, you know, tell y'all thank you for
7 taking a chance on Pelzer because we desperately,
8 desperately need it. One of the big concerns that a
9 lot of people have when a county comes in to your
10 small little town is kind of like Greenville and
11 Piedmont coming in and building a bunch of
12 subdivisions. Those are small, and we ain't got a
13 whole lot of room to fit too many more houses in
14 there. I know, you know, I know with progress, you're
15 going to have more people. I understand that. But
16 all I ask for the county is to when you sit down to do
17 the master plan, and I know you're working with the
18 PHC and the town council, them two don't always get
19 along or see eye to eye on about anything. They ain't
20 never done it. And I don't think they will. But with
21 the county, I believe y'all will be a great mediator
22 for that, and can really make them two work together.
23 You know, it's not about them two. It's about the
24 people that live in that town, because they're very
25 prideful people, and the more you work with them,
26 you'll realize what they are. But I just wanted to
27 tell y'all thank you for taking the time look at it,
28 and when y'all sit down to do the master plan, all I
29 ask is that y'all really involved the community, not
30 just those two entities.

31 RUSTY BURNS: Bottom up,
32 not top down.

33 CHRIS SMITHWICK: Yes, sir, I
34 appreciate y'all's time.

35 TOMMY DUNN: Mr. Harmon?

36 LEON HARMON: No one else
37 is signed up, Mr. Chairman.

38 TOMMY DUNN: Thank you,
39 Mr. Harmon. Comments from Council members. Ms.
40 Wilson.

41 CINDY WILSON: Thank you,
42 Mr. Chairman. We do have such potential here and such
43 wonderful people, and the logistics and the natural
44 resources are amazing.

45 District 7 is beginning in its state mandated
46 comprehensive land use mapping and planning process.
47 First, we'll have a Planning and Public Works meeting
48 Thursday at noon. Anyone wanting to attend is
49 welcome. We'll be taking up a number of items and
50 dealing with upgrades for our development standards.

1 And then the first comp meeting will be down in
2 Friendship Community at the Friendship Fire Department
3 at 6:30 on February 25th. And that's been one of the
4 most successfully zoned areas. The citizens and
5 landowners down there have been so engaged and so with
6 it on everything. It's just really been a joy to work
7 with them in that area.

8 And the other one that's of particular importance
9 for all of us, because I think Mr. Sanders and Mr.
10 Dunn, y'all may be the only ones who don't have part
11 of Highway 29 in your districts. I may be wrong. But
12 on April 22 at Whitefield Baptist Church fellowship
13 hall, midway on Highway 29 at 6:30, there will be a
14 presentation of the Highway 29 corridor study that's
15 been in the works for about two or three years. There
16 will be a ranking of projects. We know there is not
17 adequate money to four lane it, even though there's a
18 desire to four lane from 85 all the way to south of
19 Anderson. We've already gotten the Cherokee Road
20 bridge replaced and the Jockey Lot/Whitefield
21 intersection area has broken ground at long last. But
22 there are many intersections between the interstate
23 and the industrial and residential areas south of town
24 where they're having problems. So please turn out and
25 learn what we've learned with our consulting engineer
26 working on that.

27 And then we're going to do a preview and a little
28 preliminary information on the comp planning. Most of
29 the land along Highway 29 is unzoned. There are all
30 kinds of good things and bad things that can happen,
31 and we want our landowners and people who live along
32 that area to be informed and involved as this moves
33 forward.

34 But please come out. And we'll be setting up more
35 meetings around the district later. My fellow council
36 members will be setting up meetings in their
37 respective districts related to this, too, in the near
38 future. Thank you.

39 TOMMY DUNN: Mr. Sullivan.

40 CHRIS SULLIVAN: Thank you,
41 Mr. Chairman. So my three meetings here, we've met
42 first time Civic Center, second time, what was my old
43 library, it's the museum now, and we're finally in the
44 old historic courthouse.

45 So I want to thank Mr. Burns and his staff for all
46 the work this building is taking to get restored back
47 to its elegance from back in the late 1800s. But I
48 want to thank you. The flooring is beautiful. It's
49 great to see the walls in here. Y'all have done a
50 great job so far, and I appreciate y'all's diligence

1 on restoring this courthouse back to its -- where it
2 was. Thank you.

3 TOMMY DUNN: Thank you,
4 Mr. Sullivan. Mr. Elgin.

5 GREG ELGIN: Thank you,
6 Mr. Chairman. I just wanted to say the same thing. I
7 know we've been on a road trip. Glad to be back home.
8 Appreciate all the work that was done here.

9 Also just want to thank the Coalition for
10 Developing Anderson County Responsibly. I see a
11 couple of people here. Appreciate y'all showing up to
12 be a part of our government. And everybody else that
13 showed up tonight.

14 So just be careful going home. And thank
15 everybody for coming out. Thanks.

16 TOMMY DUNN: Thank you.
17 Councilman Glenn Davis.

18 GLENN DAVIS: Nothing at
19 this time, Mr. Chairman.

20 TOMMY DUNN: Thank you,
21 Mr. Davis. Councilman Brett Sanders.

22 BRETT SANDERS: Nothing at
23 this time, sir.

24 TOMMY DUNN: Thank you.
25 Councilman Jimmy Davis.

26 JIMMY DAVIS: Thank you,
27 Mr. Chair. And I'll echo Mr. Sullivan's comments. It
28 looks great in here. Mr. Bobby, we got some lights.
29 You can see now, can't you? But it looks great in
30 here and I'm glad to be back in chambers.

31 Thank you, Mr. Chair.

32 TOMMY DUNN: Thank you.

33 I also want to compliment -- glad to be back in
34 regular Council chambers. And it's not just this
35 that's redone; they've redone the whole courthouse and
36 working on the outside. They found some structural
37 damage on the outside. Hopefully, it won't be too
38 bad, but this work has been long overdue. I'm glad to
39 see it taken care of.

40 Hopefully by next Council meeting, I've been
41 working on some issues with staff on subdivisions.
42 Like I said before, I'm not but one Council person,
43 but I'm not for stopping development in Anderson
44 County, by no means. But I do want to put a better
45 product out. And I hope we'll have something by next
46 Council meeting to talk about and to have a public
47 meeting to address like I promised here several weeks
48 ago about doing that. The committee has been working
49 diligently and staff has, with that committee, and
50 we've got another meeting coming up.

1 Mr. Burns, do you want to talk about -- have you
2 got that date set up yet about the -- we've got a
3 group -- we touched on this in our workshop, I asked
4 staff to reach out, and Mr. Harmon has talked about
5 this, staff, talked about redoing some of these codes.
6 We've got stuff scattered over here, stuff scattered
7 over here. I'm not talking about rewriting codes.
8 I'm talking about putting them where they're supposed
9 -- the codes we've got, put them in order where they
10 need to be at. And Mr. Burns and his staff has
11 reached out to a group, going to set a meeting up, and
12 I'll announce whenever it comes, whoever wants to come
13 to it, they're going to explain what they're going to
14 do and how they're going to do that. And I'll be
15 handling that. Mr. Burns?

16 RUSTY BURNS: Just give us
17 some dates and we'll be happy to set it up. Yes, sir.

18 TOMMY DUNN: I will be
19 glad to do that. We'll get something set up. The
20 sooner, the better, we can get working on that right
21 there and get -- Mr. Hogan has been working on that
22 and I appreciate that wholeheartedly.

23 Everybody have a good night.

24
25

(MEETING ADJOURNED AT 7:15 P.M.)

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 desires 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 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 in accordance 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 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 to amend the I-2 Zoning for Anderson County TMS# 144-00-05-023 and 144-00-05-014.
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 2025-003

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

2nd Reading: February 4, 2025

3rd Reading: February 18, 2025

Public Hearing: February 18, 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: _____

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 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: Evergreen Road
 Parcel Number(s)/TMS: 1440005013, 1440005014
 County Council District: 4 School District: 1
 Total Acreage: 16.77 Current Land Use: Vacant
 Requested Zoning: R-10 Current Zoning: I-2
 Purpose of Rezoning: Construct Single Family Residential Subdivision

401 East River Street * Anderson, South Carolina 29624 Phone: 864.260.4720
 Email: planning@andersoncountysc.org

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: _____

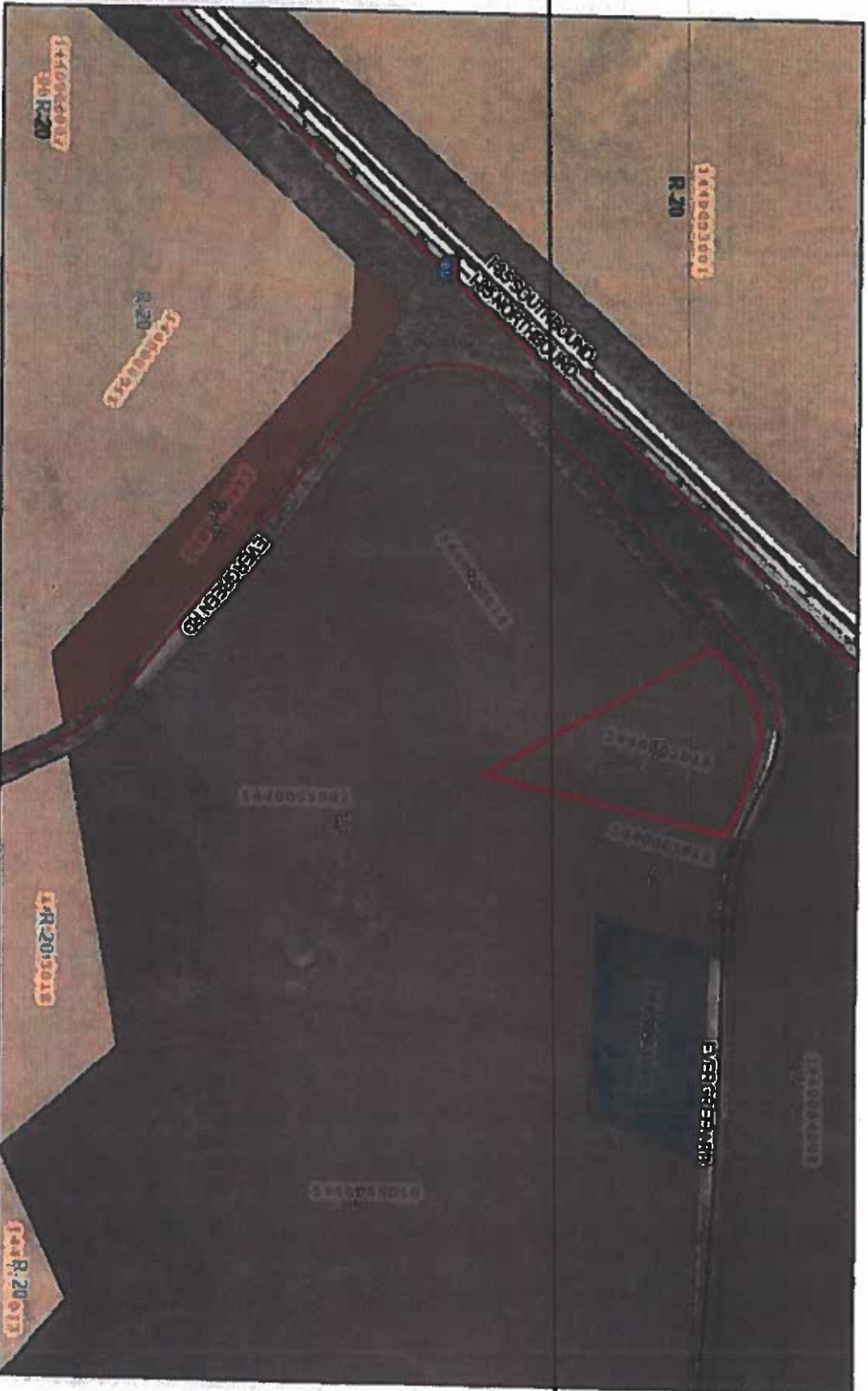
Evergreen Road Development

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

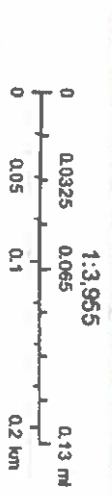
December 12, 2024

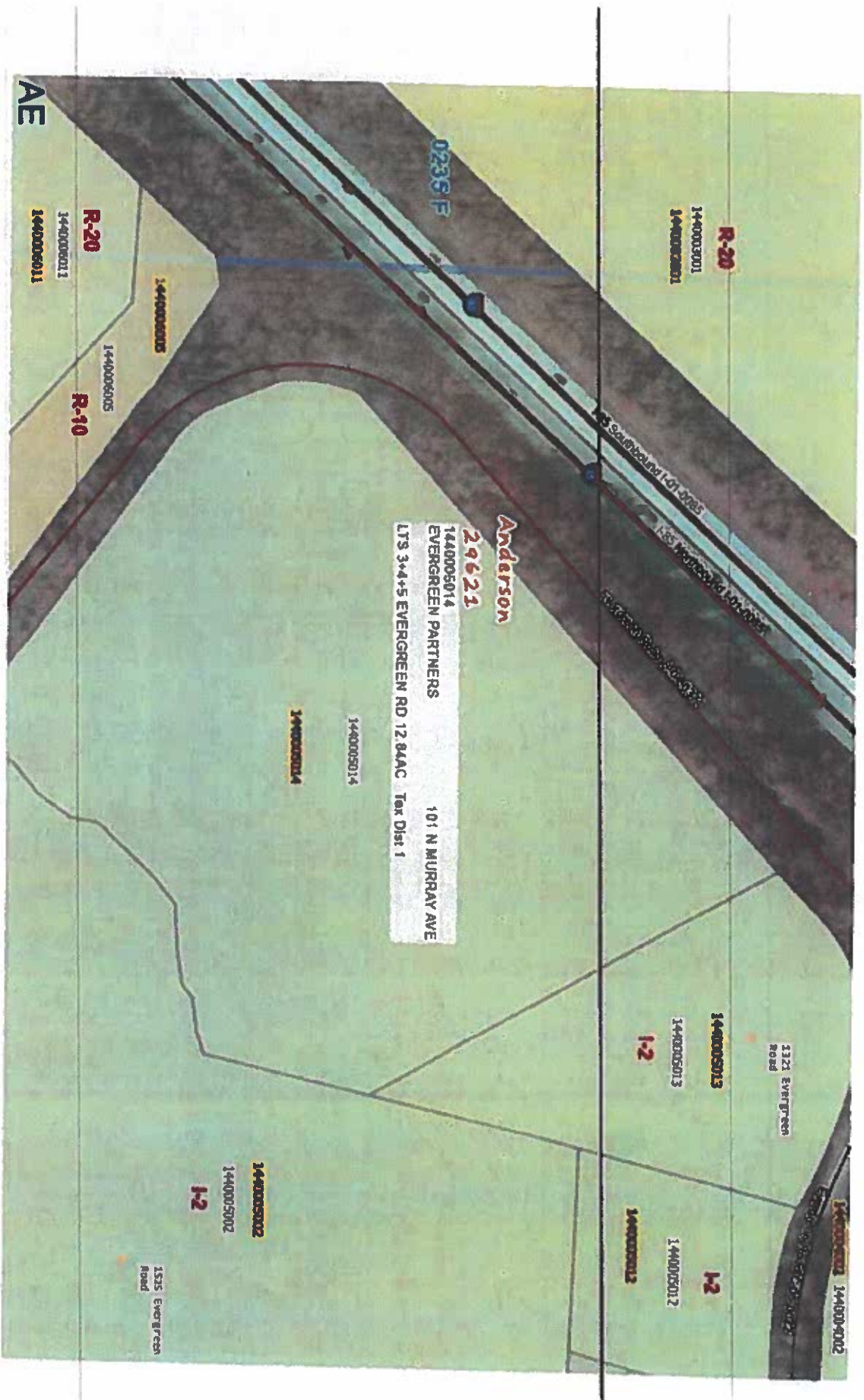
Proposed Use: For the development planned for these two tracts totaling 16.77 acres fronting Evergreen Road, we will be requesting R-10 zoning. We are proposing a single family residential development.

Anderson County



December 17, 2024





R-20
144005001
144005001

R-20
144005011
144005011

R-10

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

144005014

144005014

I-2
144005013
144005013

1521 Evergreen Road

I-2
144005012
144005012

144005002 144005002

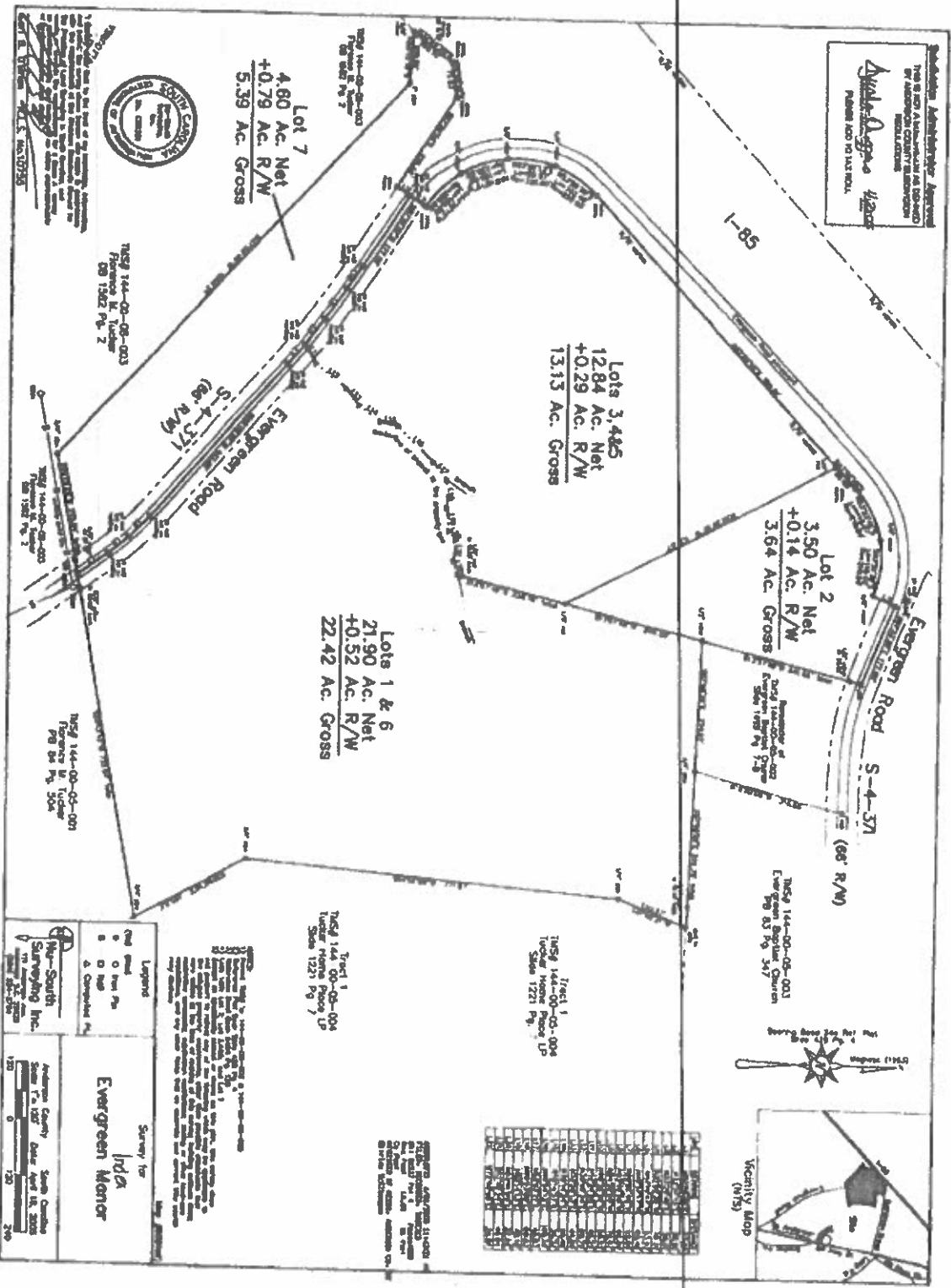
I-2
144005002
144005002

1525 Evergreen Road

0235 F

AE

Golden Architecture Agency
 11410 144th Street, NW
 Everett, WA 98203
 Phone: 425.355.1141
 Fax: 425.355.1142



Legend

- 0' - 100'
- 0' - 100'
- 0' - 100'

Survey for
Evergreen Manor

Surveyor
 Golden Architecture Agency

Scale
 1" = 100'

North Arrow
 True North

Legend
 0' - 100'
 0' - 100'
 0' - 100'

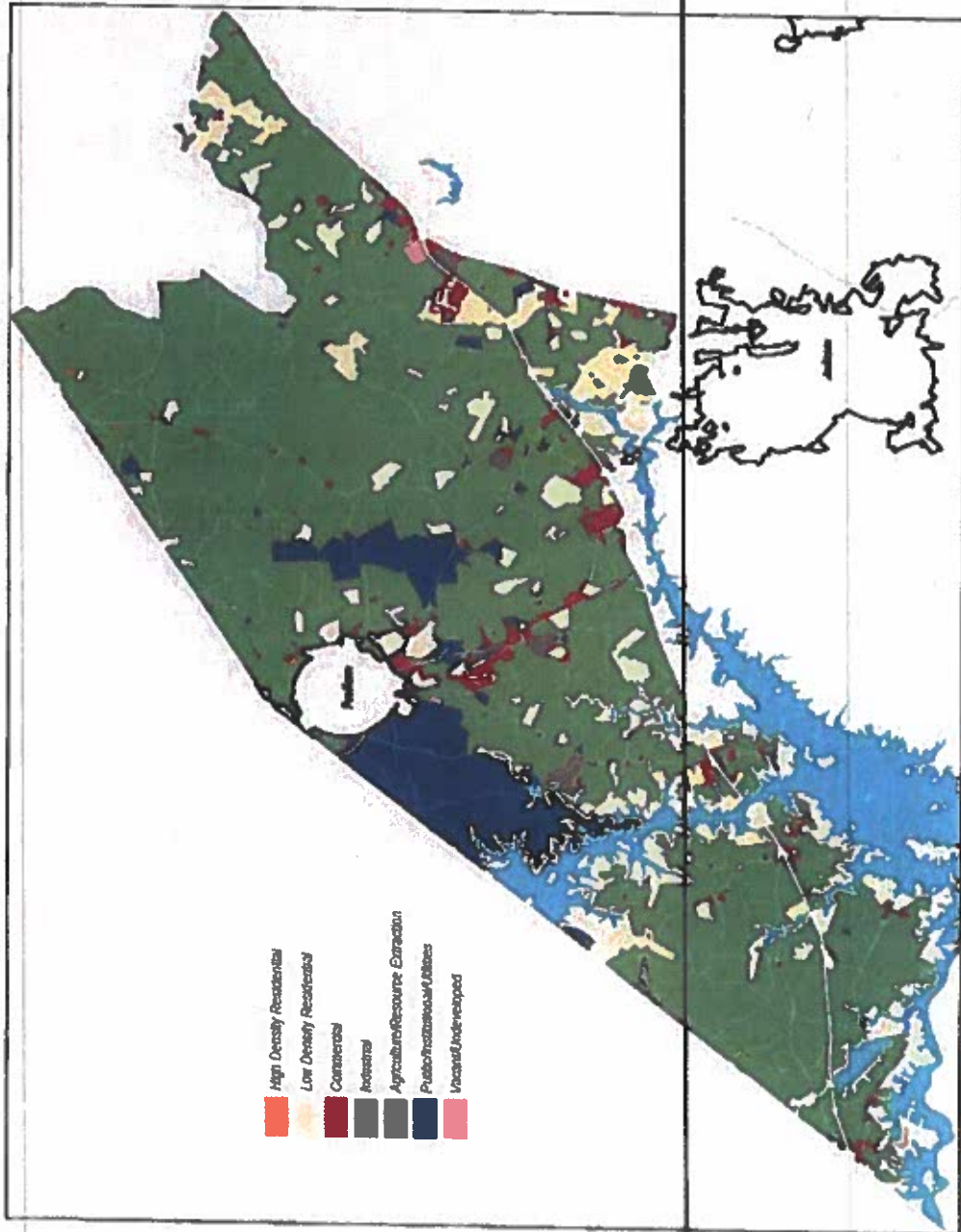


NOTES:
 1. This plan was prepared for the purpose of showing the location of the proposed improvements on the property shown hereon. It is not intended to show the location of any other improvements or structures.
 2. The boundaries shown hereon are based on the survey data shown hereon. It is not intended to show the location of any other boundaries or structures.
 3. The improvements shown hereon are based on the survey data shown hereon. It is not intended to show the location of any other improvements or structures.
 4. The location of the proposed improvements is shown hereon. It is not intended to show the location of any other improvements or structures.
 5. The location of the proposed improvements is shown hereon. It is not intended to show the location of any other improvements or structures.
 6. The location of the proposed improvements is shown hereon. It is not intended to show the location of any other improvements or structures.
 7. The location of the proposed improvements is shown hereon. It is not intended to show the location of any other improvements or structures.
 8. The location of the proposed improvements is shown hereon. It is not intended to show the location of any other improvements or structures.
 9. The location of the proposed improvements is shown hereon. It is not intended to show the location of any other improvements or structures.
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 11. The location of the proposed improvements is shown hereon. It is not intended to show the location of any other improvements or structures.
 12. The location of the proposed improvements is shown hereon. It is not intended to show the location of any other improvements or structures.
 13. The location of the proposed improvements is shown hereon. It is not intended to show the location of any other improvements or structures.
 14. The location of the proposed improvements is shown hereon. It is not intended to show the location of any other improvements or structures.
 15. The location of the proposed improvements is shown hereon. It is not intended to show the location of any other improvements or structures.
 16. The location of the proposed improvements is shown hereon. It is not intended to show the location of any other improvements or structures.
 17. The location of the proposed improvements is shown hereon. It is not intended to show the location of any other improvements or structures.
 18. The location of the proposed improvements is shown hereon. It is not intended to show the location of any other improvements or structures.
 19. The location of the proposed improvements is shown hereon. It is not intended to show the location of any other improvements or structures.
 20. The location of the proposed improvements is shown hereon. It is not intended to show the location of any other improvements or structures.





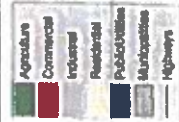
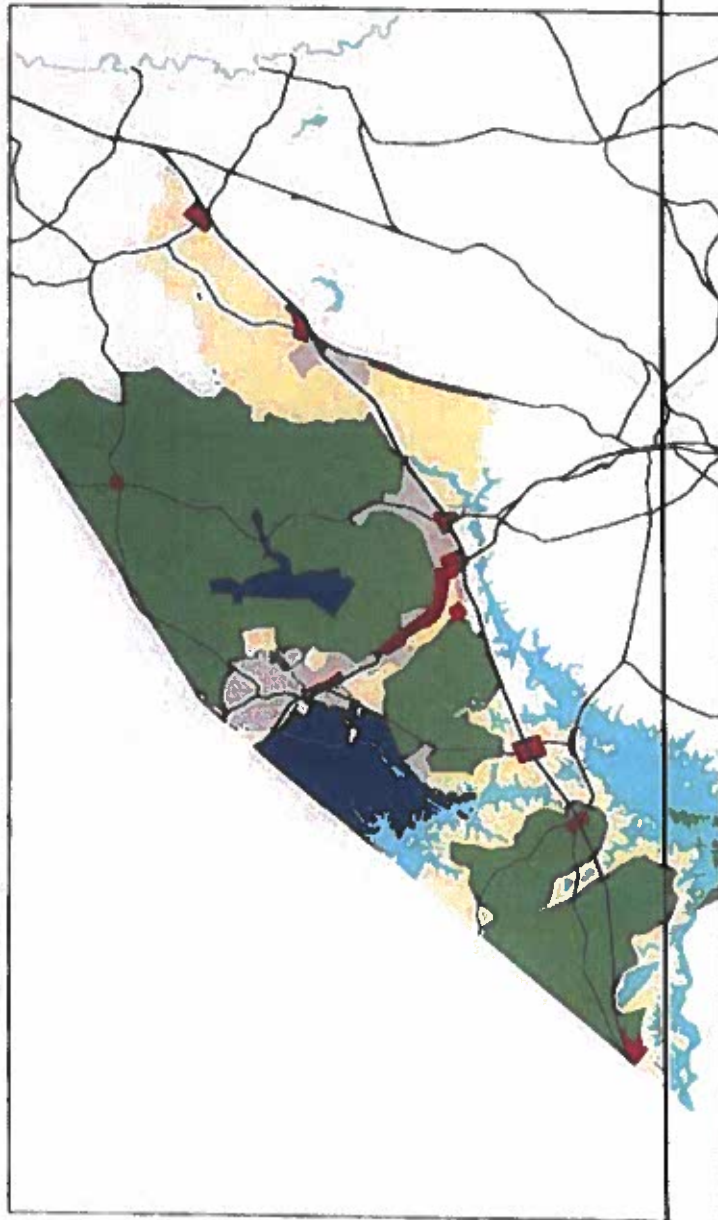
Map 7.5 Current Land Use, Council District 4





Map 7.13 Future Land Use, Council District 4

County Council District 4
Future Land Use



Map 7.13 Future Land Use, Council District 4

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

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**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).

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.



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

Pieretown 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 LAND
	100% - 100% ZONING
	100% - 100% ZONING
	100% - 100% ZONING
	100% - 100% ZONING
	100% - 100% ZONING
	100% - 100% ZONING
	100% - 100% ZONING
	100% - 100% ZONING
	100% - 100% ZONING

ZONING EXEMPTION INFORMATION

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

DATE OF APPLIC: [Date]
 DATE OF EXEMPTION: [Date]
 ZONING EXEMPTION NO.: [Number]

Area	Acres
Design Land	100.00
Other	0.00
Total	100.00



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

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.

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Applicant's Signature

11-1-24

Date

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For Office Use Only:

Application Received By: _____

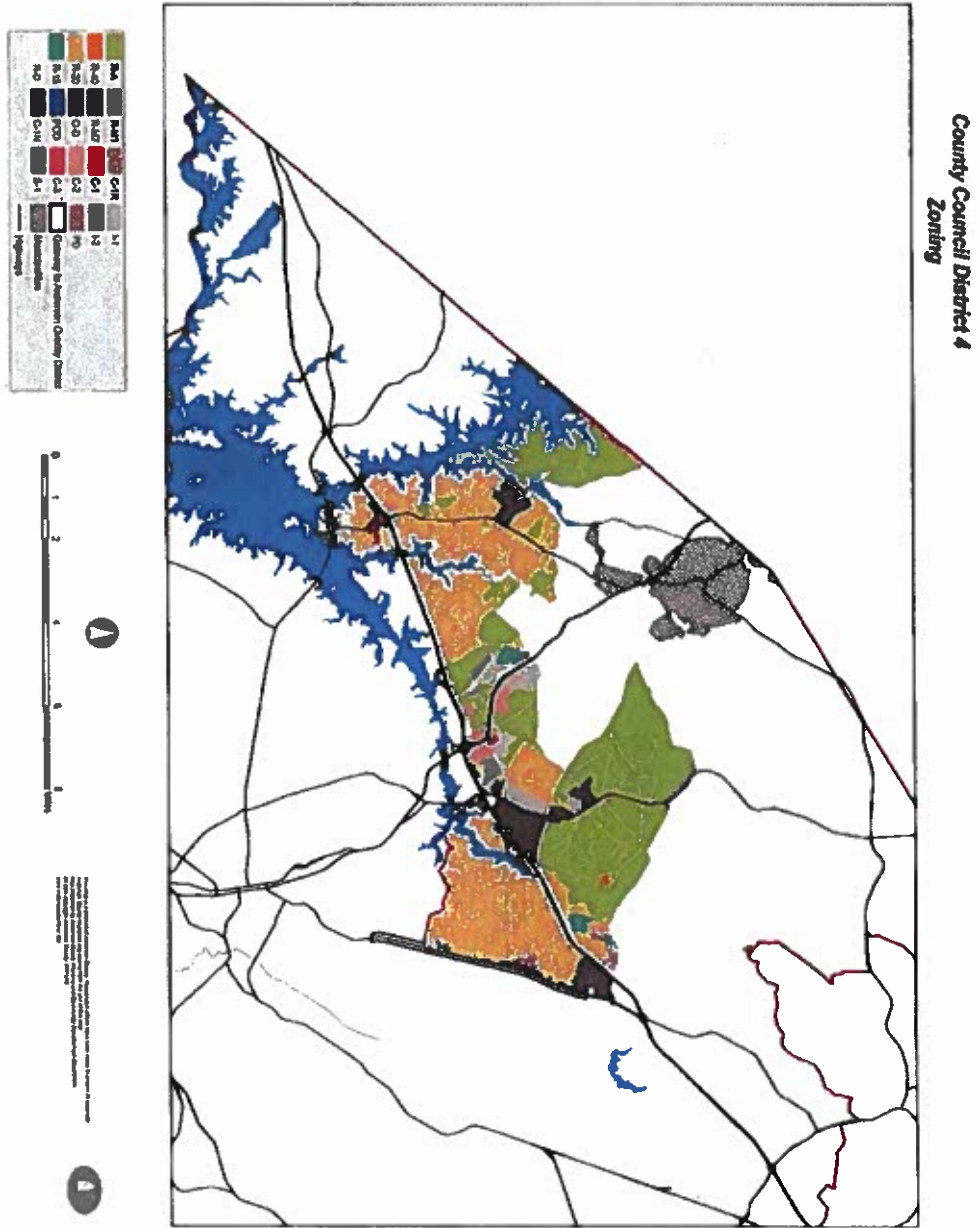
Complete Submission Date: _____

Commission Public Hearing: _____

Council Public Hearing: _____

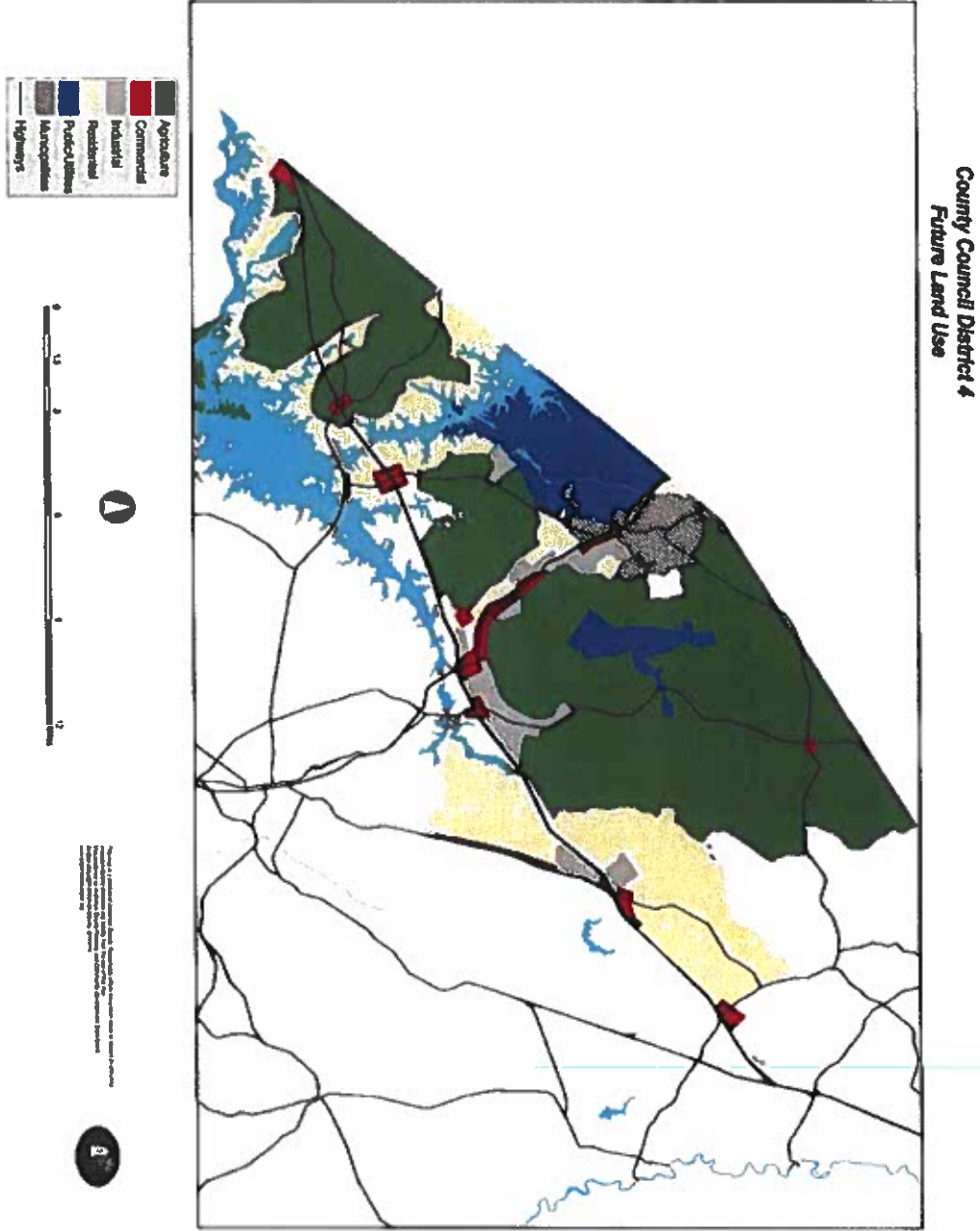


Map 7.21 Zoning, Council District 4



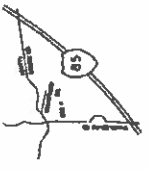


Map 7.13 Future Land Use, Council District 4





LOCATION MAP



ZONING LEGEND:

[White Box]	TOTAL AREA - 144.39 ACRES
[Red Hatched Box]	EXISTING R-1 - 12.88 ACRES
[Green Hatched Box]	EXISTING R-1 - 0.89 ACRES
[Black Hatched Box]	AREA TO BE EXCLUDED
[Green Box]	EXISTING R-1 - 175.51 ACRES
[Dark Green Box]	PROPOSED R-1 - 127.88 ACRES
[Light Green Box]	PROPOSED R-1 - 0.46 ACRES

ZONING EXHIBIT TABS 144-00-00-01

PROPERTY ADDRESS: 144-00-00-01
 COUNTY: 144-00-00-01
 CITY: 144-00-00-01
 ZONING DISTRICT: 144-00-00-01

NO. OF ACRES	144.39
DATE	11-1-2011
DRAWN BY	J. S. S. S. S. S. S.
CHECKED BY	J. S. S. S. S. S. S.
APPROVED BY	J. S. S. S. S. S. S.
DATE	11-1-2011



RIDGEWATER
 ENGINEERING & SURVEYING
 144-00-00-01
 144-00-00-01

**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)

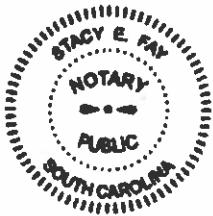
ACKNOWLEDGEMENT

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 18th day of February, 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: January 21, 2025

2nd Reading: February 4, 2025

3rd Reading: February 18, 2025

Public Hearing: February 18, 2025

additions of or to the same from time to time as said Grantor may deem desirable; the right of all time to cut away and keep clean of said pipelines any and all vegetation that might, in the opinion of the Grantor, endanger or injure the pipe lines of their appurtenances, or interfere with their proper operation or maintenance; the right of access to and from said right of way and utility easement for the purpose of exercising the rights herein granted; provided that the failure of Grantor to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time from time to time to exercise any or all of same. Grantor shall be responsible for damage done to improvements located outside the right-of-way and utility easement. No building shall be erected within the right of way utility easement nor so close thereto as to impose any load thereon. In the event a building or other structure should be erected contiguous to said right of way and utility easement, no claim for damage shall be made by Grantee, his/her heirs or assigns, on account of any damages that might occur to such structure, building or contents thereof due to the operation or maintenance, or negligence of operation or maintenance, of said pipelines or their appurtenance, or any accident or mishap that might occur therein or thereto. Grantee may plant crops and maintain fences within the right of way and utility easement and may construct streets or roads across, but not lengthwise, of the right of way and utility easement provided that such plantations, fencing and streets, or road or any other use of the right of way and utility easement shall not in the opinion of Grantor interfere or conflict with the use of the right of way and utility easement by Grantor for the hereinabove mentioned.

This instrument fully sets forth the terms and conditions of the easement and right-of-way. There are no oral or other written agreement between Grantor and Grantee that modify, alter, or amend the easement and right-of-way. Grantors may lease, assign, or encumber all or part of this easement and right-of-way. The terms and provisions of this right-of-way and utility easement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. The performance and enforcement of all matters relating to this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

This conveyance is made subject to any and all additional rights of way, easements, covenants, conditions, restrictions and zoning ordinances which may appear of record, on the recorded plat(s) or actually existing on the ground affecting said property.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or pertaining; to have and hold all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs or successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned Grantor has hereto set its hand and seal this day of ____ February, 2025.

WITNESS:

GRANTOR:

County of Anderson, South Carolina

Witness #1

By: Rusty Burns
Its: Administrator

Witness # 2

State of South Carolina)
) **ACKNOWLEDGMENT**
County of Anderson)

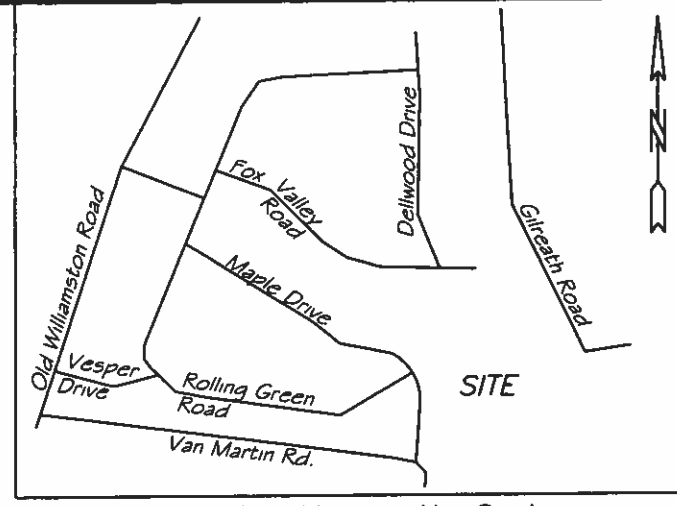
The forgoing instrument was acknowledged before me by the Grantor and the other witness above-named this ____ day of January, 2025 and the subscribing witness swore to me that he is not a party to or beneficiary of this transaction.

_____ (Seal)
Notary Public for SC

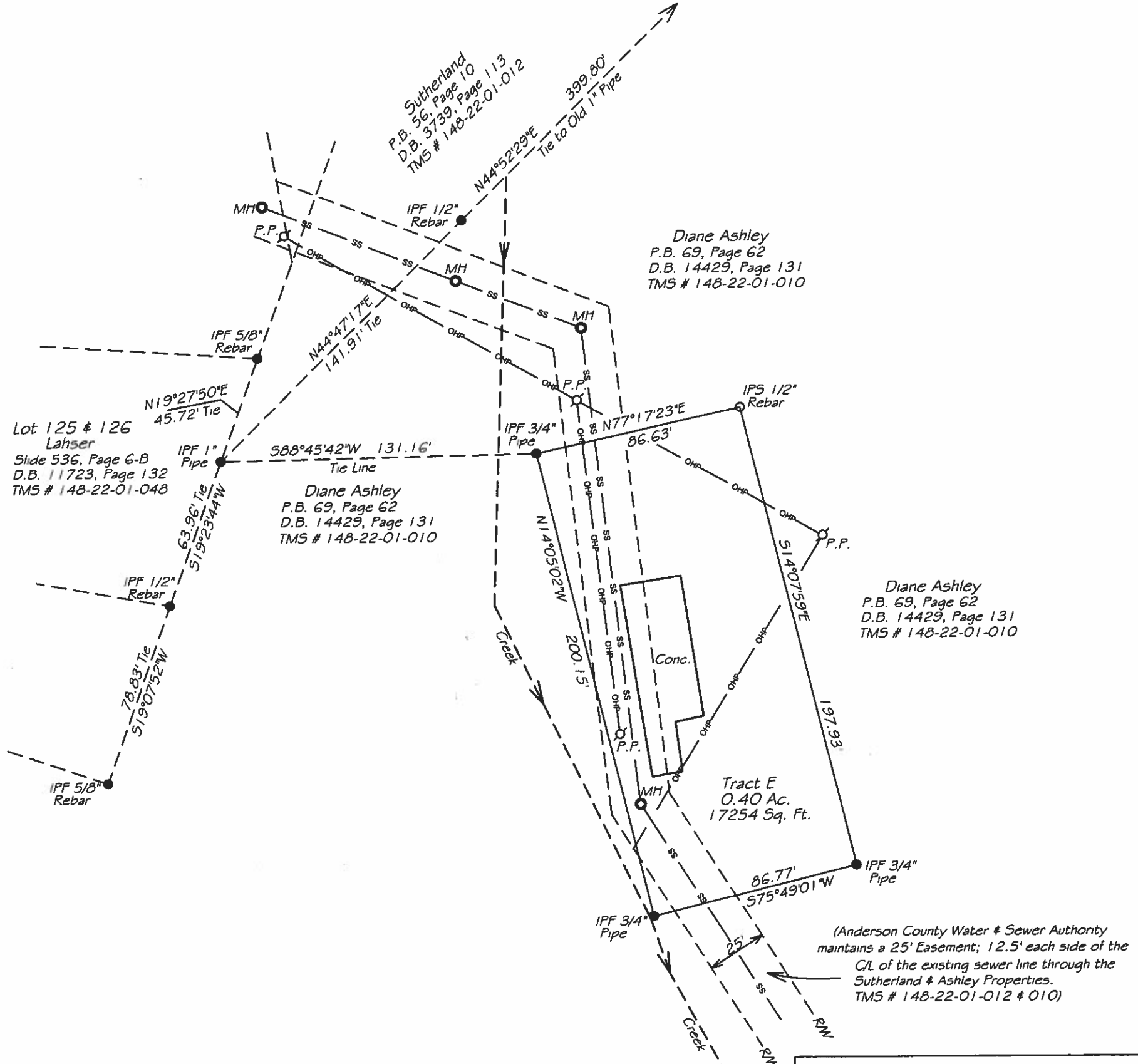
Printed Name: _____
My Commission Expires: _____

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.

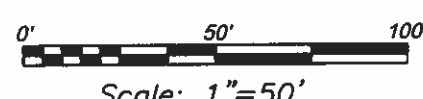
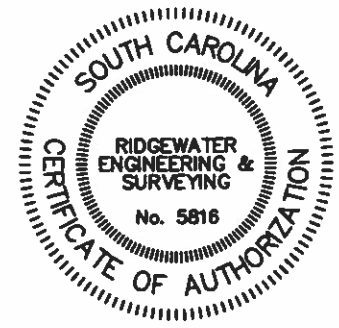
Thomas E. Walls
 Thomas E. Walls PLS 9324

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

ORDINANCE NO. 2025-006

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

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated as of _____, 2025 (the “*Inducement Agreement*”) with [PROJECT ELK], a [TO COME] limited liability company authorized to transact business in the State (the “*Company*”) (which was known to the County at the time as “*Project Elk*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new industrial (light manufacturing and/or distribution) facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project is anticipated to involve an investment of not less than \$15,500,000 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 (the “*Multi-County Park*”) such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, pursuant to the Inducement Agreement, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes (“*Negotiated FILOT Payments*”) by the Company with respect to the Project, and (b) provide for certain

special source credits to be claimed by the Company against its Negotiated FILOT Payments with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

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

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

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

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

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

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

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

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

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

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

Section 3. Revenues generated for the Multi-County Park from the Project through Negotiated FILOT Payments to be retained by the County under the agreement governing the Multi-County Park (“Net Park Fees”) shall be distributed within the County as follows:

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

(b) 35% of such 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

(c) 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 areas comprising the County portion of the Multi-County Park in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 4. 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 5. 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 6. 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 _____, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

County Administrator

Clerk to County Council

First Reading: February 18, 2025
Second Reading: March 4, 2025
Public Hearing: March 18, 2025
Third Reading: March 18, 2025

Approved as to Form:

Leon C. Harmon
County Attorney

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 February 18, 2025, March 4, 2025, and March 18, 2025, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2025

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT ELK]

Dated as of _____, 2025

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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 (the “Fee 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. Capitalized terms not defined in this summary have the meanings give such terms in the Fee Agreement.

Company Name:	[TO COME]	Project Name:	Project Elk
Projected Investment:	\$15,500,000	Projected Jobs:	n/a
Location (street):	[To Come]	Tax Map No.:	[To Come]
1. FILOT			
Required Investment:	\$2,500,000		
Investment Period:	Five (5) Years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	338.82	Net Present Value (if yes, discount rate):	n/a
Clawback information:	Failure to invest at least \$2,500,000 prior to the end of the Investment Period will result in termination of the Fee Agreement and payment of Deficiency Amount by the Company. See Section 4.03.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	[Anderson/Greenville 2010 Park]		
3. SSRC			
Total Amount:	85% for the first five (5) FILOT Payments, and 35% for the following twenty-five (25) FILOT Payments. See Section 4.02(a).		
No. of Years	30 years total		
Yearly Increments:	See above		
Clawback information:	Full prospective loss of the SSRC benefit if the Company and all sponsor affiliates fail to invest at least the Contract Minimum Investment Requirement in the Project by the end of the Investment Period. See Section 4.02(d).		
4. Other information	Failure to commence construction on the Project by the end of the third (3rd) anniversary of the date of enactment of the Ordinance of the County approving the Fee Agreement will result in termination of the Fee Agreement. See Section 3.01.		

FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 2025 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 ELK]**, a limited liability company organized and existing under the laws of the State of Delaware and authorized to transact business in the State (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 Credit*”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a new industrial (light manufacturing and/or distribution) facility 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 _____, 2025 (the “*Ordinance*”), 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:

[remainder of page intentionally blank]

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 Elk], a [_____] limited liability company authorized to transact business in the State, 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 \$15,500,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Ordinance” shall have the meaning given such term in the recitals of this Fee Agreement.

“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 338.82 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 lease the Project to an operating tenant for light manufacturing and/or distribution use, 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 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, 20[27]. In the event that construction on the Project (to include grading and site work) has not commenced on or before the date which is three (3) years after the date of enactment of the Ordinance, this Fee Agreement shall terminate and be of no further effect.

(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, PT-300T form or other applicable and 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 FILOT Act Minimum Investment Requirement within the Standard 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 338.82 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 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 thirty (30) consecutive years. The amount of the Special Source Credits for the first five (5) FILOT Payments shall be equal to 85% (0.85) multiplied by the FILOT Payments which would otherwise be payable by the Company and any Sponsor Affiliates under this Fee Agreement, calculated and applied after payment of the amount due the non-host county under the MCIP Agreement. The amount of the Special Source Credits for the succeeding twenty-five (25) FILOT Payments shall be equal to 35% (0.35) multiplied by the FILOT Payments which would otherwise be payable by the Company and any Sponsor Affiliates under this Fee Agreement with respect to investment made by the Company during the Investment Period, calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

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

(d) Should the Contract Minimum Investment Requirement not be met by the end of the Investment Period, any Special Source Credits otherwise payable under this Fee Agreement shall no longer be payable by the County prospectively; provided, however, that so long as the FILOT Act Minimum Investment Requirement has been satisfied by the end of the Investment Period, the Company shall have no obligation to repay the benefit of Special Source Credits received prior to the end of the Investment Period.

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

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the 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 Investment Period, over (ii) the total amount of FILOT Payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

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

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

In the event of a Diminution in Value of the Economic Development Property, the FILOT Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however,* that if at any time subsequent to the end of the Standard 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, following the initial occupancy and commencement of use of the facility by an end user or tenant in the operation of its business, the 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 County acknowledges that it is the Company's intent to lease the facility to be constructed in connection with the Project to a tenant that has not been identified as of the date of this Fee Agreement, and agrees that the lack of operations at the facility while it is initially being marketed for lease, even if such initial marketing period shall exceed twenty-four (24) months, shall not be deemed a "cessation of operations" hereunder. 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 Standard Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

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

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of

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

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any

transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (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. Notwithstanding the foregoing, the Company shall be required to pay Administration Expenses (including attorneys' fees of the County) of \$6,000 for the initial negotiation, review and approval of this Fee Agreement and related documents.

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:

[TO COME]

With a copy to:

Burr & Forman LLP
Attn: Brandon T. Norris, Esq.
104 South Main Street, Suite 700
Greenville, SC 29601

If to the County:

Anderson County
Attn: County Administrator
101 South Main Street
Anderson, SC 29622

With a copy to:

Anderson County Attorney
Mr. Leon Harmon, Esq.
101 South Main Street
Anderson, SC 29622

Section 7.02 Binding Effect

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

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following

such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

ATTEST:

County Administrator

Clerk to County Council of
Anderson County, South Carolina

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

[PROJECT ELK]

By: [TO COME]
Its: Sole Member

By: _____
[TO COME]
Its: Chief Executive Officer

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

EXHIBIT A

LEGAL DESCRIPTION

[TO COME]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of [PROJECT ELK] (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 [_____] , 2025 between Anderson, 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__.

[PROJECT ELK]

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of [PROJECT ELK] (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 [_____] , 2025 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

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

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

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

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

[PROJECT ELK]

Name: _____
Its: _____

ORDINANCE NO. 2025-007

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK; AND OTHER MATTERS RELATED THERETO.

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

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

WHEREAS, in connection with certain incentives being offered by Anderson County to a certain company currently or formerly known to Anderson County as Project Elk, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

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

DONE in meeting duly assembled this 18th day of March, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

Attest:

County Administrator

Clerk to County Council

First Reading: February 18, 2025
Second Reading: March 4, 2025
Public Hearing: March 18, 2025
Third Reading: March 18, 2025

Approved as to Form:

Leon C. Harmon
County Attorney

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 Elk ([TO COME]) Property Description

[TO COME]

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of February 18, 2025, March 4, 2025 and March 18, 2025, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

Dated: _____, 2025

ORDINANCE NO. 2025-008

AN ORDINANCE TO TRANSFER 24 PARCELS OF REAL PROPERTY TO NON-PROFIT CORPORATIONS; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, Anderson County is the current owner of 24 vacant residential properties acquired under the Neighborhood Initiative Program; and

WHEREAS, Anderson County desires to convey 6 properties to Habitat for Humanity of Anderson, Inc.; and

WHEREAS, Anderson County desires to convey 2 properties to Hope Missions of the Upstate; and

WHEREAS, Anderson County desires to convey 16 properties to Anderson Housing and Homeless Alliance; and

WHEREAS, the development or use of these properties by non-profit corporations will improve the neighborhoods these vacant residential properties are located in through the productive and beneficial use of the properties.

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

1. Anderson County desires to convey the following parcels of real property to non-profit corporations, for a nominal fee:
 - a. See Exhibit A.
2. The Anderson County Administrator is hereby authorized and directed to execute any documents necessary to effectuate the conveyance of these parcels of real property as described herein and in a form substantially similar to, and not materially different from, the quitclaim deed attached hereto as Exhibit B.
3. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith, to the extent of such inconsistency only, are hereby repealed, revoked, and rescinded.
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 C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____



MEMORANDUM

ANDERSON COUNTY ADMINISTRATOR'S OFFICE

DATE: 1/6/2024

TO: RUSTY BURNS, COUNTY ADMINISTRATOR

FROM: STEVE NEWTON

SUBJECT: PROPERTY TRANSFER PROPOSAL
NIP Properties

The County has received a joint request from a group of our non-profit partners for the donation of 24 vacant residential properties the county acquired under the auspices of the NIP program a few years ago.

In summary we recommend property distribution as follows:

- Six lots to Anderson County Habitat for Humanity
- Two lots to HOPE Missions of the Upstate
- Sixteen lots to the Anderson Housing and Homeless Alliance (AHHA). The AHHA is a non-profit organization involving HOPE Missions and other groups which will oversee the properties as a land bank for new LMI/Senior home construction.

The recipients understand that Anderson County desires these lots to be returned to productive residential use. All have access to resources that can be used towards construction of dwelling units for persons in need. The type of housing proposed is not dissimilar to the existing character of the neighborhoods in question, and all have ready access to public transit services. In addition, the County stands to achieve substantial savings in mowing and maintenance costs.

Staff respectfully requests permission to initiate property transfers as described at earliest opportunity. Please note that the County acquired these lots using state grant funding—no local funds were invested in the acquisition and demolition of these properties.

Staff feels that this proposal will satisfy what we understand to be Council's objectives when we initiated participation in the NIP program; namely, the conversion of blighted sites into a state of productive and beneficial use. Please advise if we can provide further information.

Tommy Dunn
Chairman, District 5

Chris Sullivan
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

Brett Sanders
V. Chairman, District 4

Glenn A. Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org

NIP Properties Recommended for Transfer

NIP Property Address	Area	TMS	Non-Profit Recipient
129 Stone Drive	Appleton	1230906010	Habitat
1735 Belton Street	Morningside	1500207022	Habitat
1739 Belton Street	Morningside	1500207020	Habitat
2012 Oliver Street	Morningside	1500303008	Habitat
601 Hall Street	Morningside	1500208035	Habitat
700 Hall Street	Morningside	1500304001	Habitat
1514 Minor Street	Gossett	1500917002	HOPE
1521 Minor Street	Gossett	1500903008	HOPE
103 R Street	Appleton	1231303009	AHHA
104 Q Street	Appleton	1231303005	AHHA
106 R Street	Appleton	1231302004	AHHA
21 Q Street	Appleton	1231317004	AHHA
215 Richey Street	Appleton	1230610002	AHHA
259 Nixon Street	Appleton	1230613001	AHHA
5 P Street	Appleton	1231310004	AHHA
253 Nixon Street	Appleton	1230613004	AHHA
105 Masters Drive	Homeland Park	1260603003	AHHA
107 Cheek Street	Homeland Park	1252004004	AHHA
309 Corning Street	Homeland Park	1251704005	AHHA
120 Flowe Road	Morningside	1240701010	AHHA
219 Guy Street	Morningside	1242705009	AHHA
222 Hall Street	Morningside	1242705008	AHHA
28 S Hammett Street	Morningside	1242723005	AHHA
57 Harris Street	Morningside	1242714015	AHHA

ORDINANCE NO. 2025-009

AN ORDINANCE TO FACILITATE THE DEFINITION OF ANDERSON COUNTY'S RIGHT-OF-WAY ALONG PROPE'S ROAD NEAR ITS INTERSECTION WITH MCNEELY ROAD; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Propes Road does not intersect with McNeely Road at a right angle, i.e. perpendicular to McNeely Road;

WHEREAS, several recorded and unrecorded rights-of-way exist in the vicinity of the intersection of Propes Road with McNeely Road; and

WHEREAS, Anderson County will receive a quitclaim deed in fee simple for Propes Road in the vicinity of its intersection with McNeely Road and Anderson County will quitclaim any remaining right of way it may have for the previous location of Propes Road near its intersection with McNeely Road to current property owners.

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

1. Anderson County will receive a quitclaim deed in fee simple for Propes Road in the vicinity of its intersection with McNeely Road in a form substantially similar to the deed attached as Exhibit A hereto and Anderson County will quitclaim deed its interest in any existing right-of-way that may remain after the execution of the deed attached as Exhibit A in a form substantially similar to the deed attached as Exhibit B hereto. A survey of the area of the project is attached hereto as Exhibit C. The Anderson County Administrator is hereby authorized and directed to execute on behalf of Anderson County any documents necessary for this transaction.

2. 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.

3. 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.

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

ORDAINED in meeting duly assembled this ____ day of _____, 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:

EXHIBIT A

After recording, please return to:

Hart Norvell LLC
1031 Chuck Dawley Blvd., Suite 6
Mt. Pleasant, SC 29464

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON) **QUIT CLAIM DEED**

WHEREAS, Tru-Flo Real Estate Properties, LLC, a/k/a True-Flo Real Estate Properties LLC, a South Carolina limited liability company, is the owner of that certain parcel of land (hereafter, “Old Parcel One”) per that certain Title to Real Estate, dated October 8, 2013 and recorded October 17, 2013 in the ROD Office for Anderson County in Book 11150, at Page 61 (the “Old Parcel One Vesting Deed”);

WHEREAS, the legal description for Old Parcel One in the Old Parcel One Vesting Deed references that certain plat prepared by Thomas E. Belcher Land Surveyor, dated 10/1/13, and recorded in Plat Book S2053, at Page 7, in the Register of Deeds Office for Anderson County (the “Old Parcel One Plat”), which shows “Propes Drive, R/W 32’ (Total)” running along, and straddling, the northwestern property boundary of Old Parcel One; and

WHEREAS, Tru-Flo Real Estate Properties, LLC, a/k/a True-Flo Real Estate Properties LLC, a South Carolina limited liability company, is the owner of that certain parcel of land (hereafter, “Old Parcel Two”) per that certain Quit Claim Title to Real Estate, dated February 6, 2014 and recorded February 14, 2014 in the ROD Office for Anderson County in Book 11276, at Page 315 (the “Old Parcel Two Vesting Deed”);

WHEREAS, the legal description for Old Parcel Two in the Old Parcel Two Vesting Deed references that certain plat prepared by Webb Surveying & Mapping Co., dated October 7, 1968, and recorded in Plat Book 69, at Page 161, in the Register of Deeds Office for Anderson County (the “Old Parcel Two Plat”), which shows a “Drive Way” running on Old Parcel Two with an undetermined width; and

WHEREAS, in 1974, John H. Propes conveyed to Anderson County a Right of Way Easement, dated March 25, 1974, and recorded in Book 17-T, at Page 608 in the Register of Deeds Office for Anderson County (the “Propes Easement”) for the construction and maintenance of a road to be fifty feet (50’) in width, with twenty five feet (25’) on either side of the center of such road and to run from State Road (now known as McNeely Road) to an undetermined “Dead End”; provided, however, at the time of the Propes Easement, John H. Propes owned Old Parcel One but did not own Old Parcel Two; and

WHEREAS, a signed but undated and unrecorded Right of Way Easement from Willis T. Bayne to Anderson County a Right of Way Easement was found in the office of the Anderson County Roads and Bridges (the “Baynes Unrecorded Easement”) for the construction and maintenance of a road to be thirty two feet (32’) in width and to run from State Road (now known as McNeely Road) to an undetermined “Dead End”; and

WHEREAS, (a) the varying widths for Propes Drive on Old Parcel One and Old Parcel Two by way of the Old Parcel One Plat, Old Parcel Two Plat, Propes Easement and Baynes Unrecorded Easement, (b) the County has never accepted and maintained anything greater than an area of thirty two feet (32’) in width from the adjoining property line between Old Parcel One and Old Parcel Two, on the one hand, and land formerly of Cooper and currently of 101 McNeely Road, LLC, on the other hand, and (c) no portion of Propes Drive on or adjacent to Old Parcel One and Old Parcel Two has been dedicated for public use;

WHEREAS, in an effort to clarify any concerns over the width of Propes Drive, Anderson County and Tru-Flo Real Estate Properties, LLC, a/k/a True-Flo Real Estate Properties LLC have agreed to (a) the recording of that certain plat of survey entitled “_____”, prepared by _____, dated _____, 2025 and recorded _____, 2025 in the ROD Office for Anderson County at Book _____, at Page _____ (the “2025 Plat”), (b) Tru-Flo Real Estate Properties, LLC, a/k/a True-Flo Real Estate Properties LLC executing and recording this Quit Claim Deed (the “TF QCD”), and (c) Anderson County executing and recording a Quit Claim Deed to be recorded simultaneously herewith (the “County QCD”); and

WHEREAS, upon the recording of the 2025 Plat, TF QCD and County QCD, (a) Propes Drive with a width of thirty two feet (32’) as shown on the 2025 Plat is intended to be the public right of way owned and maintained by Anderson County, and (b) Anderson County conveys to Tru-Flo Real Estate Properties, LLC, a/k/a True-Flo Real Estate Properties LLC any and all interests of Anderson County, whether created by deed, easement, plat, use or otherwise, in “Confirmed Parcel One” and “Confirmed Parcel Two” as shown and delineated on the 2025 Plat.

KNOW ALL MEN BY THESE PRESENTS, that **Tru-Flo Real Estate Properties, LLC, a/k/a True-Flo Real Estate Properties LLC**, a South Carolina limited liability company (the “Grantor”) for and in consideration of the sum of **Five and No/100 DOLLARS (\$5.00)**, and other good and valuable consideration to him in hand paid at and before the sealing of these presents by **Anderson County** (the “Grantee”), in the State aforesaid, the receipt of which is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto Grantee, all of his right, title and interest in and to the following described property, to-wit (the “Premises”):

All that certain piece, parcel or lot of land with the improvements located thereon situate, lying and being in Anderson County, South Carolina and shown and labeled as “PROPES DRIVE” on that certain plat of survey entitled “_____”, prepared by _____, dated _____, 2025 and recorded _____, 2025 in the ROD Office for Anderson County at Book _____, at Page _____.

Address of Grantee: _____

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, its successors and assigns, forever, so that neither the Grantor, nor any other person or persons claiming under the Grantor, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid Premises, rights, members, hereditaments or appurtenances, or any parcel thereof, forever.

WITNESS their Hands and Seals this ____ day of _____, in the year of our Lord Two Thousand Twenty Five and in the Two Hundred and Forty Eighth year of the Sovereignty and Independence of the United States of America.

**Tru-Flo Real Estate Properties, LLC,
a/k/a True-Flo Real Estate Properties
LLC,**
a South Carolina limited liability company

Witness #1

By: _____
Name: _____
Title: _____

Witness #2

STATE OF _____)
))
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by _____, the _____ of **Tru-Flo Real Estate Properties, LLC, a/k/a True-Flo Real Estate Properties LLC**, a South Carolina limited liability company, on behalf of the South Carolina limited liability company, this ____ day of _____, 2025.

(SEAL)

Notary Public for _____
Name of Notary: _____
My commission expires: _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ANDERSON)

Date of Transfer of Title
 Closing Date: _____, 2025

AFFIDAVIT

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by **Tru-Flo Real Estate Properties, LLC, a/k/a True-Flo Real Estate Properties LLC to Anderson County** on _____, 2025.
3. Check one of the following: The DEED is
 - a. _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b. _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - c. X EXEMPT from the deed recording fee because (exemption #12) (Explanation If required) (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - a. _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.
 - b. _____ The fee is computed on the fair market value of the realty which is \$.
 - c. _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$.
5. Check YES or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is \$.
6. The DEED Recording Fee is computed as follows:
 - a. _____ the amount listed in item 4 above
 - b. _____ the amount listed in item 5 above (no amount place zero)
 - c. _____ Subtract Line 6(b) from Line 6(a) and place the result here.
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$0.00 .
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor .
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this _____ day of _____, 2025.

 Notary Public for _____
 Name of Notary: _____
 My Commission Expires: _____

Grantor:
 Tru-Flo Real Estate Properties, LLC, a/k/a True-Flo Real Estate Properties LLC, a South Carolina limited liability company
 By: _____, its _____

EXHIBIT B

After recording, please return to:

Hart Norvell LLC
1031 Chuck Dawley Blvd., Suite 6
Mt. Pleasant, SC 29464

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON) **QUIT CLAIM DEED**

WHEREAS, Tru-Flo Real Estate Properties, LLC, a/k/a True-Flo Real Estate Properties LLC, a South Carolina limited liability company, is the owner of that certain parcel of land (hereafter, "Old Parcel One") per that certain Title to Real Estate, dated October 8, 2013 and recorded October 17, 2013 in the ROD Office for Anderson County in Book 11150, at Page 61 (the "Old Parcel One Vesting Deed");

WHEREAS, the legal description for Old Parcel One in the Old Parcel One Vesting Deed references that certain plat prepared by Thomas E. Belcher Land Surveyor, dated 10/1/13, and recorded in Plat Book S2053, at Page 7, in the Register of Deeds Office for Anderson County (the "Old Parcel One Plat"), which shows "Propes Drive, R/W 32' (Total)" running along, and straddling, the northwestern property boundary of Old Parcel One; and

WHEREAS, Tru-Flo Real Estate Properties, LLC, a/k/a True-Flo Real Estate Properties LLC, a South Carolina limited liability company, is the owner of that certain parcel of land (hereafter, "Old Parcel Two") per that certain Quit Claim Title to Real Estate, dated February 6, 2014 and recorded February 14, 2014 in the ROD Office for Anderson County in Book 11276, at Page 315 (the "Old Parcel Two Vesting Deed");

WHEREAS, the legal description for Old Parcel Two in the Old Parcel Two Vesting Deed references that certain plat prepared by Webb Surveying & Mapping Co., dated October 7, 1968, and recorded in Plat Book 69, at Page 161, in the Register of Deeds Office for Anderson County (the "Old Parcel Two Plat"), which shows a "Drive Way" running on Old Parcel Two with an undetermined width; and

WHEREAS, in 1974, John H. Propes conveyed to Anderson County a Right of Way Easement, dated March 25, 1974, and recorded in Book 17-T, at Page 608 in the Register of Deeds Office for Anderson County (the "Propes Easement") for the construction and maintenance of a road to be fifty feet (50') in width, with twenty five feet (25') on either side of the center of such road and to run from State Road (now known as McNeely Road) to an undetermined "Dead End"; provided, however, at the time of the Propes Easement, John H. Propes owned Old Parcel One but did not own Old Parcel Two; and

WHEREAS, a signed but undated and unrecorded Right of Way Easement from Willis T. Bayne to Anderson County a Right of Way Easement was found in the office of the Anderson County Roads and Bridges (the “Baynes Unrecorded Easement”) for the construction and maintenance of a road to be thirty two feet (32’) in width and to run from State Road (now known as McNeely Road) to an undetermined “Dead End”; and

WHEREAS, (a) the varying widths for Propes Drive on Old Parcel One and Old Parcel Two by way of the Old Parcel One Plat, Old Parcel Two Plat, Propes Easement and Baynes Unrecorded Easement, (b) the County has never accepted and maintained anything greater than an area of thirty two feet (32’) in width from the adjoining property line between Old Parcel One and Old Parcel Two, on the one hand, and land formerly of Cooper and currently of 101 McNeely Road, LLC, on the other hand, and (c) no portion of Propes Drive on or adjacent to Old Parcel One and Old Parcel Two has been dedicated for public use;

WHEREAS, in an effort to clarify any concerns over the width of Propes Drive, Anderson County and Tru-Flo Real Estate Properties, LLC, a/k/a True-Flo Real Estate Properties LLC have agreed to (a) the recording of that certain plat of survey entitled “_____”, prepared by _____, dated _____, 2025 and recorded _____, 2025 in the ROD Office for Anderson County at Book _____, at Page _____ (the “2025 Plat”), (b) Tru-Flo Real Estate Properties, LLC, a/k/a True-Flo Real Estate Properties LLC executing a Quit Claim Deed to be recorded simultaneously herewith (the “TF QCD”) and (c) Anderson County executing and recording this Quit Claim Deed (the “County QCD”); and

WHEREAS, upon the recording of the 2025 Plat, TF QCD and County QCD, (a) Propes Drive with a width of thirty two feet (32’) as shown on the 2025 Plat is intended to be the public right of way owned and maintained by Anderson County, and (b) Anderson County conveys to Tru-Flo Real Estate Properties, LLC, a/k/a True-Flo Real Estate Properties LLC any and all interests of Anderson County, whether created by deed, easement, plat, use or otherwise, in “Confirmed Parcel One” and “Confirmed Parcel Two” as shown and delineated on the 2025 Plat.

KNOW ALL MEN BY THESE PRESENTS, that **Anderson County** (the “Grantor”) for and in consideration of the sum of **Five and No/100 DOLLARS (\$5.00)**, and other good and valuable consideration to him in hand paid at and before the sealing of these presents by **Tru-Flo Real Estate Properties, LLC, a/k/a True-Flo Real Estate Properties LLC**, a South Carolina limited liability company (the “Grantee”), in the State aforesaid, the receipt of which is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto Grantee, all of his right, title and interest in and to the following described property, to-wit (the “Premises”):

All that certain piece, parcel or lot of land with the improvements located thereon situate, lying and being in Anderson County, South Carolina and shown and labeled as “CONFIRMED PARCEL ONE” and “CONFIRMED PARCEL TWO” on that certain plat of survey entitled “_____”, prepared by _____, dated _____, 2025 and recorded _____, 2025 in the ROD Office for Anderson County at Book _____, at Page _____.

LINE	BEARING	DISTANCE
L1	S 17°42'30" E	43.06'
L2	S 27°14'13" E	19.43'
L3	S 51°08'35" W	31.33'
L4	S 43°13'06" E	19.32'
L5	S 43°16'19" E	12.77'
L6	S 27°10'15" E	13.26'
L7	N 38°59'17" W	32.00'

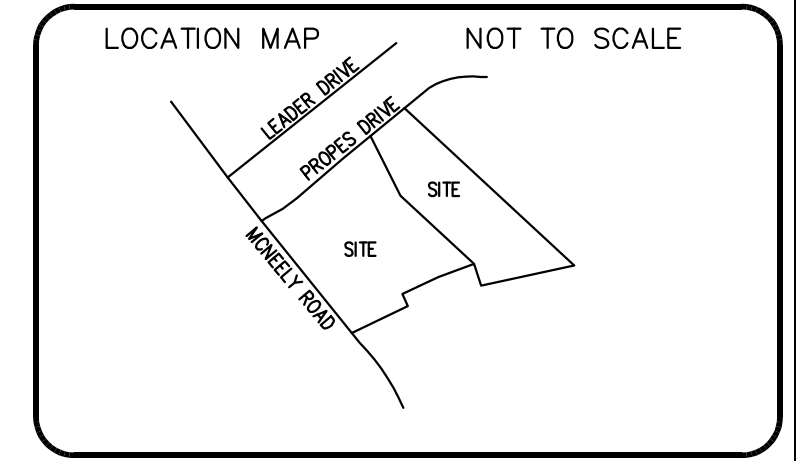
ARROW NORTH SURVEYING, LLC
 LAND SURVEYORS & MAPPERS
 862F SOUTH PLEASANTBURG DRIVE
 GREENVILLE, SC 29607
 PH: (864) 449-1289
 www.ArrowNorthSurveying.com

SURVEY FOR
STONO GROUP ACQUISITIONS, LLC
 ANDERSON COUNTY, SOUTH CAROLINA

PROPERTY ADDRESS
 102 PROPS DRIVE

TAX PIN
 2360007029 & 2360007014

DATE: 1/21/2025 FIELD CREW: DF/MM/MP DRAWN BY: RCH



FLOOD ZONE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP, ANDERSON COUNTY, SOUTH CAROLINA, WITH AN EFFECTIVE DATE OF 9/29/2011, THE PROPERTY SURVEYED AND SHOWN HEREON LIES WITHIN ZONE "X" PER COMMUNITY MAP NO. 4500700062E.

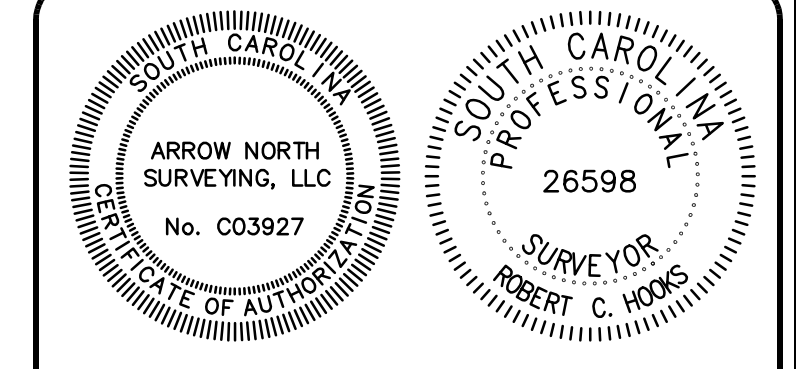
BASIS OF BEARINGS

THE BEARINGS FOR THE SURVEY HEREON ARE SOUTH CAROLINA STATE PLANE OR GRID BEARINGS, NAD83, AND WERE ESTABLISHED BY SCVRS GNSS OBSERVATIONS.

- REFERENCE PLATS**
- 1) PLAT BOOK 69, PAGE 161
 - 2) PLAT BOOK S2053, PAGE 7
 - 3) PLAT BOOK S1726, PAGE 8
 - 4) PLAT BOOK S1379, PAGE 1
 - 5) SCOT PLANS DOCKET #4.438

LEGEND

BL BUILDING LINE	TC/BC TOP/BOTTOM CURB	CS CATCH BASIN
CT CURB TOP	TW/BW TOP/BOTTOM WALL	DI DROP INLET
DE DRAINAGE EASEMENT	EW/ELEC ELECTRIC METER	ET ELEC TRANS
EP EDGE OF PAVEMENT	WM WATER METER	EV ELEVATION
IPO IRON PIN OLD	WV WATER VALVE	FW FIRE HYDRANT
IPS IRON PIN SET	CTV CABLE TV	GM GAS METER
NAC NAIL & CAP	F FENCE LINE	GV GAS VALVE
OT OPEN TOP	FOC FIBER OPTIC CABLE	LP LIGHT POLE
RB REBAR	GAS GAS LINE	PP POWER POLE
R/W RIGHT OF WAY	OH OVERHEAD TEL	GP GUY ANCHOR
SD STORM DRAIN	OH OVERHEAD POWER	
SS SANITARY SEWER	SD STORM DRAIN	
SSE SS EASEMENT	SS SANITARY SEWER	
SMH SD MANHOLE	UG UNDERGROUND POWER	
SSM SS MANHOLE	UG UNDERGROUND TEL	
CO CLEAN OUT	WL WATER LINE	
TMH TELEPHONE MANHOLE	TEL TELEPHONE PEDESTAL	

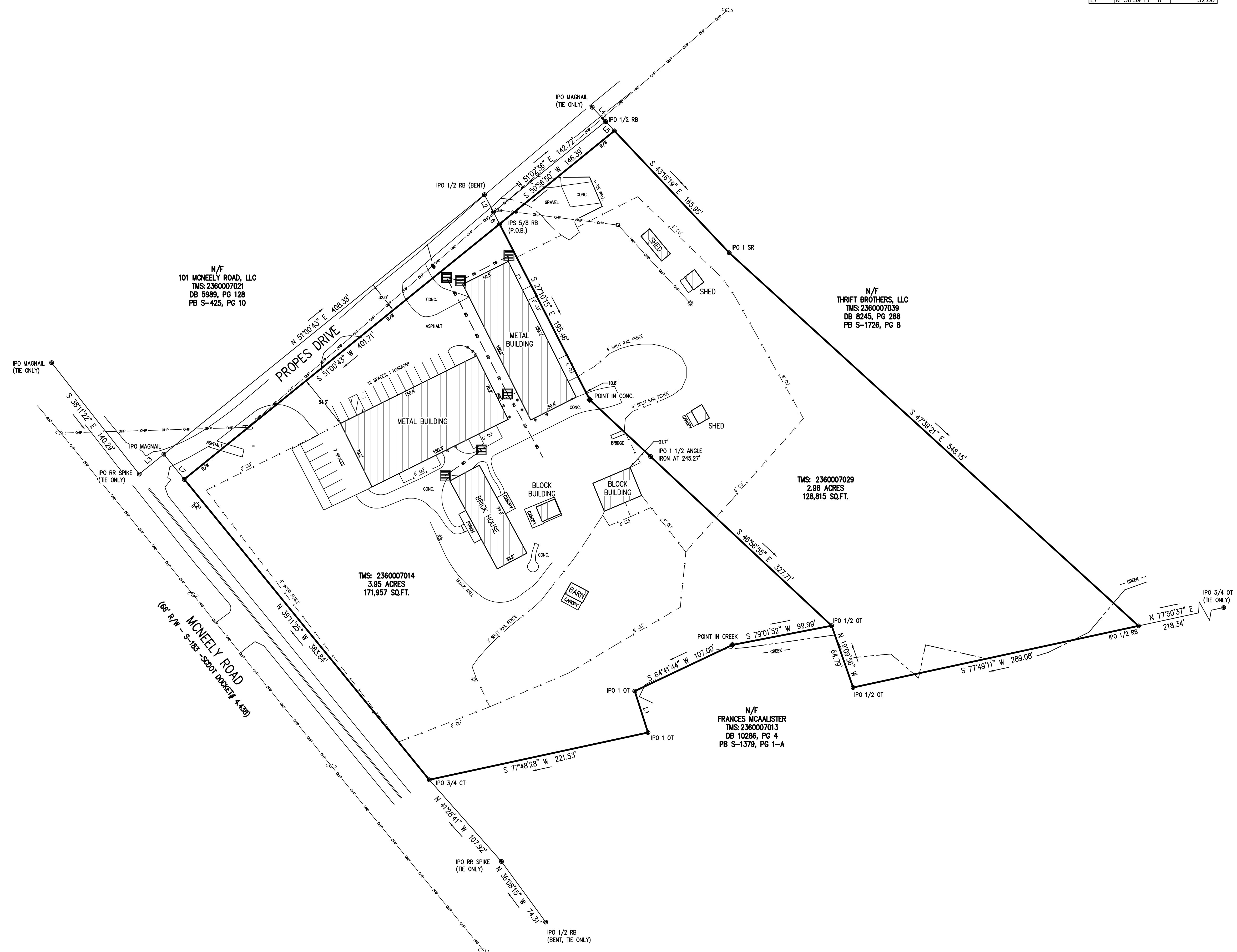


THIS SURVEY, AND ALL COPIES THEREOF, ARE INVALID WITHOUT THE ORIGINAL SIGNATURE, DATE, AND EMBOSSED SEAL OF ROBERT C. HOOKS.

I HEREBY STATE 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 KNOWN VISIBLE ENCROACHMENTS OR PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

ROBERT C. HOOKS, P.S.
 S.C. REG. NO. 26598

DATE



ORDINANCE NO. 2025-010

AN ORDINANCE TO AMEND CHAPTER 24-119 AND THE BUFFERYARD REQUIREMENTS TABLE OF THE ANDERSON COUNTY CODE OF ORDINANCES, SUCH THAT BUFFERS WILL BE REQUIRED IN ZONED AND UN-ZONED UNINCORPORATED AREAS OF ANDERSON COUNTY AND ALONG ROADS WITHIN ANDERSON COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, bufferyard requirements for development are contained within Chapter 24, Article II, Division 4, Section 24-119 of the Anderson County Code of Ordinances;

WHEREAS, the County Council desires to clarify the requirement for bufferyard requirements between adjacent land uses and along roadways within zoned and un-zoned unincorporated areas within Anderson County;

WHEREAS, the public health, safety, and welfare will be better protected by the proposed revisions; and

WHEREAS, the Anderson County Council has authority pursuant to South Carolina Code of Laws 1976, as amended, to pass and amend ordinances for such purposes.

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

1. Chapter 24, Section 24-119 (d) (3) of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

(d) (3) Determine the bufferyard required on each boundary (or segment thereof) and along each roadway of the proposed land use by referring to the table of bufferyard requirements in appendix E (Section 24-254), and illustrations contained in this section which specify the bufferyard options between a proposed use and the existing adjacent use and along each roadway boundary. Where an existing use includes undeveloped land, the bufferyard

requirements of this section shall apply only to that segment of the property line separating the two uses.

NOTE-The number designation contained in the table in Appendix E refers to the type of bufferyard specified by the illustrations contained in this section.

2. The bufferyard requirements table contained within Section 24-254 as Appendix E of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as shown in Exhibit I attached hereto.

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:

BUFFERYARD REQUIREMENTS TABLE

The number in the table is the type of bufferyard required for the proposed land use

Proposed Property Use	R-A	R-20	R-15	R-12	R-8	R-O	R-M7	R-M2	R-M1	R-M	R-MA	R-MHP	O-D	POD	C-IN	C-IR	C-1	C-2	C-3	S-1	I-1	I-2	PD	AP	RRD	Local Road	Collector Road	Arterial Road	
R-A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	3	
R-20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	3	
R-15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	3	
R-12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	3	
R-8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	3	
R-D	1/1	1/1	1/1	1/1	1/1	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1	2	3	
SE...	2/1	2/1	2/1	2/1	2/1	2/1	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1	1	1	
R-M7	2/0	2/0	2/0	2/0	2/0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	
R-M2	4/1	4/1	4/1	4/1	4/1	1/1	1/0	1/0	1/0	1/0	1/0	1/0	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1	1	1	
R-M1	4/1	4/1	4/1	4/1	4/1	2	1	1	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
R-M	5/2	5/2	5/2	5/2	5/2	2	1	1	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
R-MA	5/2	5/2	5/2	5/2	5/2	2	1	1	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
RMHP	5/3	5/3	5/3	5/3	5/3	2	2	2	2	2	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
O-D	5/3	5/3	5/3	5/3	5/3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	2	
POD	5/3	5/3	5/3	5/3	5/3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	
C-IN	5/3	5/3	5/3	5/3	5/3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	
C-IR	5/3	5/3	5/3	5/3	5/3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	
C-1	6/3	6/3	6/3	6/3	6/3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	
C-2	6/3	6/3	6/3	6/3	6/3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2	
C-3	6/3	6/3	6/3	6/3	6/3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2	
S-1	5/4	5/4	5/4	5/4	5/4	4	4	4	4	4	3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
I-1	6/5	6/5	6/5	6/5	6/5	5	5	5	5	5	4	3	3	3	3	3	3	3	3	3	3	3	3	3	3	1	1	1	
I-2	6/5	6/5	6/5	6/5	6/5	6	5	5	5	5	4	3	3	3	3	3	3	3	3	3	3	3	3	3	3	1	1	1	
PD	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	3	3	1
AP	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	2	2
RRD	2	2	2

If the proposed property is zoned and adjacent property is zoned then the requirement is based on the actual use of the adjacent property.

If the proposed property is zoned and adjacent property is un-zoned then the requirement is based on the actual use of the adjacent property.

If the proposed property is un-zoned and adjacent property is un-zoned then the requirement is based on the actual use of the adjacent property.

If the proposed property is un-zoned and adjacent property is zoned then the requirement is based on the actual use of the adjacent property.

APD has multiple land use elements. The bufferyard requirements default to the table element that covers the planned use for the specific parcel within the PD and the adjacent parcel outside the PD. Bufferyard requirements within a PD default to the land use in that table unless otherwise spelled out in the PD application that is approved by Commission and Council.

An AP is by nature a conversion to residential use of an existing non-residential property. The bufferyard requirements default to the appropriate table element once the nature of the land use is determined after approval of the RRD by the Commission and Council.

SE - Special Exception

XY The first number references the requirement if the use lies on a local road. The second number reference the requirements the use lies on an arterial or collector road.

R - Proposed property zoned or un-zoned bufferyard requirements reference the use that lies on a local collector or arterial

RESOLUTION NO. 2025-005

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT ELK, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY THE PROJECT/COMPANY WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Anderson County, South Carolina (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers, the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, PROJECT ELK (the “*Company*”) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new industrial (light manufacturing and/or distribution) facility in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of \$15,500,000 in non-exempt investment in connection therewith, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

WHEREAS, the Company has requested that the County enter into a fee in lieu of tax and special source credit agreement with the Company, thereby providing for certain fee in lieu of tax and special source credit incentives with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; and

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the **“Multi-County Park Authority”**), the County intends to cause the site on which the Project will be located, to the extent not already therein located, in a multi-county industrial and business park (a **“Park”**) established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the **“Park Agreement”**); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

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

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

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

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

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

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

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

DONE in meeting duly assembled this ____ day of _____, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

County Administrator

Clerk to County Council

Approved as to Form:

Leon C. Harmon
County Attorney

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this “*Agreement*”) made and entered into as of _____, 2025 by and between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “*County*”), and a company or companies known to the County at this time as “PROJECT ELK” (the “*Company*”).

WITNESSETH:

ARTICLE I RECITATION OF FACTS

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

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

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an industrial (light manufacturing and/or distribution) facility in the County (collectively, the “*Project*”), which will result in an expected investment by the Company in the Project of not less than \$15,500,000 (the “*Investment Target*”) by December 31 of the fifth (5th) year after the first year in which any portion of the Project is first placed in service (the “*Investment Period*”).

(c) Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place the site of the Project in a multi-county industrial and business park (the “*Park*”) established by the County pursuant to qualifying agreement with Greenville County or other adjoining county in the State (the “*Park Agreement*”).

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

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated _____, 2025, and on the terms and conditions set forth.

ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

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

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

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

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

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

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 338.82 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2025); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

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

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

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Company pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit equal to 85% of each of the first five (5) years of payments in lieu of taxes pursuant to the Park Agreement, and 35% of each of the sixth (6th) through the thirtieth (30th) years of payments in lieu of taxes pursuant to the Park Agreement, all such special source credits to be calculated and applied after any amount due the non-host county, with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for thirty (30) consecutive years.

Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of investment in the Project for which a special source credit is taken.

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

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

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

Section 2.8. (a) Should the Company fail to invest at least \$2,500,000, or should the Company, together with all sponsor affiliates, fail to collectively invest at least \$5,000,000 in connection with the Project, by December 31 of the fifth (5th) property tax year following the first year in which any portion of the Project is first placed in service, the Company shall be liable for the difference between the amount of payments in lieu of taxes actually paid pursuant to the Fee Agreement (taking into account all infrastructure credits actually received) and the amount of *ad valorem* taxes which would have been due and payable with

respect to the Project had the Fee Agreement not been entered into, with interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

(b) Should the Company, together with all sponsor affiliates, fail to invest at least \$15,500,000 in the Project by the end of the Investment Period, the special source credits not yet received but otherwise available under the Fee Agreement will be lost and no longer applicable on a prospective basis.

ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANY

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

Section 3.2. If the Project proceeds as contemplated:

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

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

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

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

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company agrees also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; provided, however, that the County agrees that the amount that the Company shall be obligated to reimburse the County in connection with the review and execution of the Resolution and this Agreement, as well as the review, execution and approval of the Fee Agreement, shall be \$6,000; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target during the Investment Period. The Fee Agreement will terminate if construction of the Project (to include grading and site work) has not commenced within three (3) years after the date of enactment of the ordinance approving the Fee Agreement.

ARTICLE IV GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

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

Section 4.3. If for any reason this Agreement (as opposed to the Fee in Lieu of Tax and Special Source Credit Agreement, which is contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2026, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

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

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of

their rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

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

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

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

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

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

By: _____
County Administrator

By: _____
Clerk to County Council of Anderson County

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

PROJECT ELK

By: _____
Its: _____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of a resolution which was adopted by the County Council at its meeting of _____, 2025, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

Clerk to Anderson County Council

Dated: _____, 2025

RESOLUTION NO.: 2025-006

A RESOLUTION TO APPROVE AMENDMENTS TO THE ANDERSON COUNTY, SOUTH CAROLINA STORMWATER DESIGN MANUAL TO INCORPORATE REVISIONS TO FILL SLOPE AND RETAINING WALL BUFFERS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Stormwater Design Manual currently contains requirements for fill slope and retaining wall buffers;

WHEREAS, experience with stormwater management indicates a need for additional requirements; and

WHEREAS, the Anderson County Council desires to amend the Stormwater Manual to include additional and enhanced requirements for fill slope and retaining wall buffers.

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

1. The Anderson County Council hereby approves the amendments to the Stormwater Design Manual attached here as Exhibit A.
2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
3. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
4. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this ____ day of _____ 2025 in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Renee Watts
Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

Local Airport Letters of Agreement with Oconee Nuclear Station

B

Letter of Agreement with Anderson Regional Airport

Document begins on the next page.



4/9/2018, 2018

Justin Julian
Airport Manager, Anderson Regional Airport
5805 Airport Road
Anderson, SC 29626

Subject: Oconee Nuclear Station Emergency Plan Letter of Agreement

Dear Mr. Justin Julian

This Letter of Agreement (LOA) is to acknowledge the agreement between the Oconee Nuclear Station and the Anderson Regional Airport. The details of this LOA are listed for your review and signature as the Anderson Regional Airport Manager

1. The Anderson Regional Airport agrees to permit aircraft providing support equipment and/or personnel for emergency response to utilize the airport for landing those aircraft and associated equipment and/or personnel.
2. The Anderson Regional Airport agrees to the use of Airport areas for staging of equipment. This may include helicopter and semi-tractor trailer operation.
3. Duke Energy maintains a Letter of Agreement with Anderson County Emergency Management.
4. Equipment delivered to the airport will not be stored for longer than 24 hrs. at the Anderson Regional Airport.
5. Duke Energy will be responsible for the unloading and transport of equipment arriving at the Anderson Regional Airport.
6. Services available at the Anderson Regional Airport are as described on the Anderson Regional Airport webpage.
7. The Anderson Regional Airport will participate in periodic planned drills and exercises as time and resources permit.

This LOA shall be effective as of the Effective Date and shall remain in effect until terminated by any Party upon at least six (6) months written notice to the other Parties. This LOA will automatically renew year-to-year unless a Party exercises an option not to renew upon six (6) months written notice. This LOA may be terminated by either Party upon at least one (1) month written notice for breach by the other Party. This LOA should be reviewed by the Parties annually to verify that the State Organizations remain capable of providing assistance to support the Nuclear Plant's Emergency Plans.

Agreement Letter# 27

Please acknowledge your agreement of the foregoing paragraphs by signing in the space provided below as the Anderson Regional Airport Manager.

Your commitment to support the Oconee Nuclear Station Is appreciated.

Should you have any changes or questions, or if you would like to discuss any items further please contact William McIntyre, Oconee Nuclear Station Manager of Emergency Preparedness at 864-873-3389.

Very truly yours,



Ed Burchfield
Vice President Oconee Nuclear Station



Date

ACKNOWLEDGMENT



Justin Julian
Airport Manager
Anderson Regional Airport



Date



**Anderson County Central Services Division
Purchasing Department**

To: Mr. Rusty Burns

From: Robert Carroll

Date: 02/12/2025

Re: Bid #25-016

Anderson County received bids on January 9th for the ACTC #139, #143, #145 & #148 paving projects. We had two (2) contractors to submit a bid. County staff recommends award to the low bidder, King Asphalt, Inc. of Liberty, S.C. The total price is \$3,413,143.45. Staff is requesting approval of the bid at this time.

Anderson County Purchasing Department Bid Tabulation

BID #25-016 ACTC #139, 143, 145 & 148

VENDOR	BOND	PRICE
KING ASPHALT	YES	\$3,413,143.45
ROGERS GROUP	YES	\$3,853,828.00
THRIFT BROTHERS		NR
THRIFT DEVELOPMENT		NR
PANAGAKOS		NR
REEVES		NR
SLOAN		NR
S & S		NR
SCRUGGS		NR
CACTUS		NR
HUBBARD		NR
ASA PAVING		NR
PALMETTO CORP.		NR
AWARD TO:		King Asphalt, Inc.

SECTION III: Addendum A
Base Bid Form
ACTC Project #139, #143, #145 & #148 Resurfacing

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

To: Purchasing Manager for Anderson County

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

Bid: **ACTC Project #139, #143, #145 & #148 Resurfacing**
Bid # **25-016**

<u>Qty.</u>	<u>U/M</u>	<u>Description</u>	<u>Total Price</u>
1	L/S	ACTC Project #139, #143, #145 & #148 Resurfacing Projects :per attached itemized list	\$ <u>3,413,143.45</u>

***** Vendors must complete the attached itemized list *******

Appendix D

Composite Schedule of Values for ACTC 139, 143, 145 & 148

No.	Item Number	Description	Unit	Quantity	Price	Total
1	1031000	Mobilization	LS	1	170,000.00	170,000.00
2	1071000	Traffic Control	LS	1	280,000.00	280,000.00
3	2091100	Select Material for Shoulders	CY	505	215.00	108,575.00
4	4011004	Liquid Asphalt Binder PG64-22	Ton	579.48	750.00	434,610.00
5	4012040	Full Depth Asphalt Patching 4" Unif	SY	6284	75.00	471,300.00
6	4012060	Full Depth Asphalt Patching 6" Unif	SY	1455	85.00	123,675.00
7	4012080	Full Depth Asphalt Patching 8" Unif	SY	500	130.00	65,000.00
8	4013175	Milling Existing Asphalt Pavement (1.75")	SY	26037	5.50	143,203.50
9	4013990	Milling Existing Asphalt Pavement (Variable)	SY	95	55.00	5,225.00
10	4020330	HMA Intermediate Course Type C	Ton	963	115.00	110,745.00
11	4030340	HMA Surface Course Type C	Ton	8695	145.00	1,260,775.00
12	4060010	Asphalt Surface Treatment (Single Treatment)	SY	50898	3.75	190,867.50
13	6020005	Permanent Construction Signs	SF	2024	6.50	13,156.00
14	6250010	4" White Solid Lines (Pvmt Edge Lines) FD Paint	LF	13550	0.16	2,168.00
15	6250012	6" White Solid Lines (Crosswalk) FD Paint	LF	590	0.30	177.00
16	6250025	24" White Solid Lines (Stop/Dia. Lines) FD Paint	LF	1098	1.10	1,207.80
17	6250050	Handicap Symbol - FD Paint	EA	3	26.95	80.85
18	6250110	4" Yellow Solid Lines (No Passing) FD Paint	LF	12780	0.16	2,044.80
19	6271010	4" White Solid Lines (Pvmt Edge Lines) Thermo 90 mil	LF	13550	0.55	7,452.50
20	6271012	6" White Solid Lines (Crosswalk) Thermo 125 mil	LF	590	2.70	1,593.00
21	6271025	24" White Solid Lines (Stop/Dia. Lines) Thermo 125 mil	LF	1098	10.75	11,803.50
22	6271050	Handicap Symbol Thermo 125 mil	EA	3	269.00	807.00
23	6271074	4" Yellow Solid Lines (No Passing) Thermo 90 mil	LF	12780	0.55	7,029.00
24	6301100	Permanent Yellow Pvmt Marker Bi. Dir. 4x4	EA	206	8.00	1,648.00

3,413,143.45
CGH
1/9/2025



To: Mr. Rusty Burns

From: Robert E. Carroll

Date: 02/12/2025

Staff Recommendation for RFP #25-017

The Anderson County Purchasing Department advertised for and sent out a Request for Proposals for Disaster Recovery & FEMA Public Assistance Consulting Services. The County received eight (8) responses by the due date of January 28th. Three staff members then evaluated the eight firms based on the evaluation criteria included in the RFP. The County recommends that we award the RFP to Goodwyn Mills Cawood, LLC of Greenville, S.C.

Anderson County Purchasing Department Bid Tabulation

BID #25-017 DISASTER RECOVERY & FEMA ASSISTANCE

VENDOR	BOND	PRICE
CDR EMERGENCY MGMT		RESPONDED
INTEGRATED SOLUTION		RESPONDED
THOMPSON CONSULTING		RESPONDED
GMC		RESPONDED
INSIGHT PLANNING		RESPONDED
IPARAMETRICS		RESPONDED
BLYTHE DORRIS		RESPONDED
BERQUIST RECOVERY		RESPONDED
DCMC PARTNERS		NR
EM PARTNERS		NR
KAMBIAR HEALTHCARE		NR
INTEGRITY CRR		NR
ZACHARY WHYTE		NR
PORTUGAL JOHNSON BANKS		NR
ERNST & YOUNG		NR
HALORRS		NR

VENDOR	BOND	PRICE
ER SOLUTIONS		NR
BREEZER FP		NR
MOORE CLEARING		NR
MILLER CLAIMS SERVICES		NR
TETRATECH		NR
TIDAL BASING GROUP		NR
GUIDEHOUSE		NR
COHN REZNICK		NR
DAVIS & FLOYD		NR
CDR MAGUIRE		NR
I S CONSULTING		NR
IEM		NR
WSE INC.		NR
STEPHANIE FINLEY		NR
AWARD TO:		<i>Goodbye Mills Cawood</i>



AGENDA

Planning and Public Works Meeting
Thursday, February 6, 2025, at 12:00 pm

101 South Main Street

Anderson, SC

Anderson County Historic Courthouse -Administrator's Conference Room

Chairwoman Cindy Wilson, District Seven, Presiding

1. Call to Order

Chairwoman Cindy Wilson

2. Prayer and Pledge of Allegiance

Honorable Jimmy Davis

3. Discussion & Update on Ordinance for Townhomes

Mr. Leon Harmon

4. Discussion of Up-graded Buffer & Landscaping Requirements for Industrial Development

Ms. Alesia Hunter

5. Discussion of Mass-grading, Slope, and Buffer Requirements for New Developments in Anderson County

Mr. Jon Batson

6. Discussion of the need to impose a 6-month moratorium on new development to allow time to upgrade and up-date Anderson County's Development Standards (exempting projects already approved and Single-Family personal dwellings on private property)

7. Old Business

8. New Business

9. Citizen Comments

10. Adjournment

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 D. Watts
Clerk to Council

Rusty Burns
County Administrator

ORDINANCE NO. 2025-011

AN ORDINANCE TO AMEND SECTIONS 24-138 AND 24-140 OF THE ANDERSON COUNTY, SOUTH CAROLINA, CODE OF ORDINANCES SO AS TO REQUIRE PLANNING COMMISSION APPROVAL FOR CERTAIN DWELLING UNITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, dwelling units presently defined in Section 24-138 of the Anderson County, South Carolina, Code of Ordinances (hereinafter “Anderson County Code” or “Code”) as attached, multifamily, or townhouse are presented to the Planning Commission for approval or rejection if they qualify as a large scale project:

WHEREAS, projects in the aforementioned classifications may have significant impacts upon the general health and welfare of a community;

WHEREAS, the County Council desires that certain projects containing multiple dwelling units should be evaluated by the Planning Commission; and

WHEREAS, the County Council desires that the approval process for certain projects containing multiple dwellings units should mirror the approval process for subdivisions as contained in Article III of Chapter 24 of the Code.

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

1. Section 24-138 of the Code of Ordinances, Anderson County, South Carolina is hereby amended to add item (11) to read as follows:

(11) Attached, multifamily, or townhome developments consisting of 14 or more dwelling units or more dwelling units.

2. Section 24-140 of the Code of Ordinances, Anderson County, South Carolina is hereby amended for sub-section (b) to read as follows:

(b) The Commission shall review and evaluate each application with respect only to compliance with all applicable development standards contained herein and elsewhere in this article, except that any application for a project contained within section 24-138 (11) shall be evaluated by the commission in accordance with section 24-335. At the conclusion of its review, the planning commission may find the proposal as being in compliance with all standards and sections contained herein as presented or find the proposal not in compliance with all standards and sections contained herein.

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, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____



AGENDA

Planning and Public Works Meeting
Thursday, February 13, 2025, at 8:00 am
Anderson County Historic Courthouse
101 South Main Street
Anderson, SC

Chairwoman Cindy Wilson, District Seven, Presiding

1. **Call to Order**

2. **Prayer and Pledge of Allegiance**

Hon. Chris Sullivan

3. **Review and Discussion of Draft Ordinance Addressing Mass-Grading, Slope, and Buffer Requirements for New Development in Anderson County**

Mr. Jon Batson

4. **Review and Discussion of Ordinance to Up-graded Buffer and Landscape Requirements for Industrial Development in Anderson County**

Ms. Alesia Hunter

5. **Review and Discussion of the Berkeley County Ordinance for a 6 Month Moratorium for Large Scale Development subject to conditions on requests for Rezoning and Development Agreements, Planned Development Agreements and Planned Developments encompassing more than 25 acres or those contemplating more than 25 Residential Living Units to allow adequate time to up-date and up-grade Anderson County's Development Standards. (Rough Draft Ordinance)**

Mr. Jordan Thayer

6. **Old Business**

7. **New Business**

8. **Citizen Comments**

9. **Adjournment**

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 D. Watts
Clerk to Council

Rusty Burns
County Administrator

Ordinance #2025-012

AN ORDINANCE TO AMEND SECTION 24-119 OF THE ANDERSON COUNTY, SOUTH CAROLINA, CODE OF ORDINANCES TO ADD ADDITIONAL REQUIREMENTS FOR LANDSCAPING AND BUFFERYARD REQUIREMENTS AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County, South Carolina, Code of Ordinances, Chapter 24 does not presently address intensive landscaping and transitional bufferyard requirements for industrial uses.

WHEREAS the Anderson County Council desires to provide more bufferyard and landscaping protection to ameliorate nuisances between existing adjacent residential uses to avoid nuisances and to promote compatibility.

WHEREAS, the Anderson County Council desires to amend Section 24-119 of the Code of Ordinance to address the above stated issued.

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

1. The Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding 24-119(N) and Appendix F which sections read as follows:

24-119 (N)

Transitional Bufferyards. Where any commercial or industrial use is less than 2000' feet of any residential use and is in full view from said residential use, a Type V or Type VI bufferyard shall be installed along the building line or any side lot line to obstruct said view from the residential use. If the site is more than 2000', a Type II bufferyard would be required. In both cases, in the event changes of elevation between said uses necessitate placement of the bufferyard at or near the highest point between the uses to obstruct the view, the bufferyard shall be placed at the highest point feasible. (See appendix G) Appendix F. to allow additional options for fences that would include, wood stockade/opaque fence (non-perishable supports, the finished side of the fence is required to face the adjacent property owners, masonry wall (poured concrete stucco, concrete block, brick, etc., chain link fence with wire mesh slates and vinyl.

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

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

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

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

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: February 18, 2025

2nd Reading:

3rd Reading:

Public Hearing:

- Proposed Amendment to Anderson County Code of Ordinance, Chapter 24, Section 24-119 Bufferyards (N). Transition Bufferyards. Where any commercial or industrial use is less than 2000' feet of any residential use and is in full view from said residential use, a Type V or Type VI bufferyard shall be installed along the building line or any side lot line to obstruct said view from the residential use. If the site is more than 2000', a Type II bufferyard would be required. In both cases, in the event changes of elevation between said uses necessitate placement of the bufferyard at or near the highest point between the uses to obstruct the view, the bufferyard shall be placed at the highest point feasible. (See appendix G)
- Amend Appendix F. to allow additional options for fences that would include, wood stockade/opaque fence (non-perishable supports, the finished side of the fence is required to face the adjacent property owners, masonry wall (poured concrete stucco, concrete block, brick, etc., chain link fence with wire mesh slates and vinyl.

APPENDIX F

	<u>SYMBOL</u>	<u>HEIGHT</u>
<u>FENCES</u>	<u>F₁</u>	<u>3'</u>
	<u>F₂</u>	<u>4'</u>
	<u>F₃</u>	<u>5'</u>



Wood Stockade/Opaque Fence (non-perishable supports) the finished side of the fence MUST face the ADJACENT property owners.

	<u>SYMBOL</u>	<u>HEIGHT</u>
<u>WALLS</u>	<u>F₄</u>	<u>6'</u>
	<u>F₅</u>	<u>8'</u>



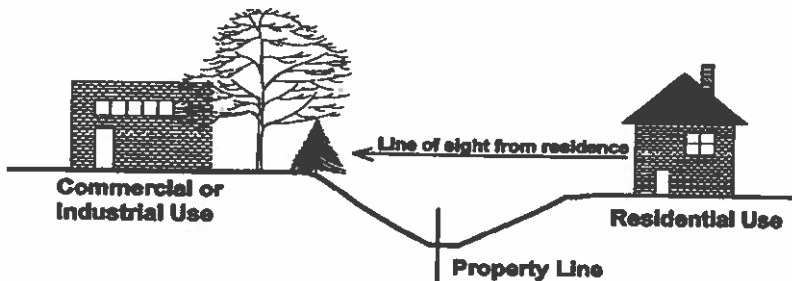
Masonry Wall (Poured concrete stucco, concrete block, brick etc.)



<u>SYMBOL</u>	<u>HEIGHT</u>	<u>MATERIAL</u>	<u>SYMBOL</u>	<u>HEIGHT</u>	<u>MATERIAL</u>
<u>B₁</u>	<u>3'</u>	<u>EARTH</u>	<u>BF₁</u>	<u>3'</u>	<u>BERM W/3' STOCKADE FENCE</u>
<u>B₂</u>	<u>4'</u>	<u>EARTH</u>	<u>BF₂</u>	<u>4'</u>	<u>BERM W/4' STOCKADE FENCE</u>
<u>B₃</u>	<u>5'</u>	<u>EARTH</u>	<u>BF₃</u>	<u>5'</u>	<u>BERM W/5' STOCKADE FENCE</u>

APPENDIX G

TRANSITION BUFFERYARD



ORDINANCE NO. 2025-013

AN ORDINANCE TO IMPLEMENT A LARGE-SCALE RESIDENTIAL DEVELOPMENT MORATORIUM, SUBJECT TO CONDITIONS, ON DEVELOPMENTS ENCOMPASSING MORE THAN 25 RESIDENTIAL DWELLING UNITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, dwelling units presently defined in Section 24-138 of the Anderson County, South Carolina, Code of Ordinances (hereinafter “Anderson County Code” or “Code”) as attached, multifamily, or townhouse are presented to the Planning Commission for approval or rejection if they qualify as a large-scale project:

WHEREAS, projects exceeding 25 dwelling units in the aforementioned classifications may have significant impacts upon the general health and welfare of a community;

WHEREAS, Anderson County is a fast growing county that neighbors fast growing Greenville County; and

WHEREAS, this moratorium is intended to address public concerns around developments’ impacts on infrastructure and critical County services, including but not limited to: police, fire and emergency medical services, schools, water, sewer, road safety, and road convenience; and

WHEREAS, the Anderson County Council recognizes strategic growth is important to the local economy and keeping taxes low while increasing services for residents, and that employment growth must be proportionally supported by residential growth; and

WHEREAS, Anderson County seeks to be intentional with large-scale growth to ensure it is comprehensively addressing its impact; and

WHEREAS, Council’s determination to lift the moratorium will be based upon the development’s private resources to address its impacts on the following:

1. Roads, intersections, and traffic;
2. Public safety including police, fire, and EMS;
3. Schools;
4. Water and Sewer infrastructure;
5. Impacts to surrounding communities including but not limited to buffers and setbacks;
6. Input from surrounding communities including but not limited to a minimum of two publicly noticed community meetings with record of attendance and provision of information intended to ensure a general awareness of proposed development;
7. Consideration of future easements for road and utility expansion and right of way;
8. Connectivity to surrounding communities;
9. Preservation of green space;
10. Traffic calming devices for roads in proposed development;
11. Impact on local business; and

12. Other government provided services.

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

1. Approval Required. Unless approved by Anderson County Council, planning staff and the Planning Commission are prohibited from considering or approving any residential development or subdivision with 25 or more residential dwelling units or subdivision lots.

2. Approval to Proceed. Should Anderson County authorize an applicant to request approval to develop land with 25 or more residential dwelling units or subdivision lots, the applicant shall coordinate with County staff to develop and prepare for formal consideration the text and any accompanying exhibits necessary for the proposed development as if the applicant was seeking approval for the development from the Anderson County Planning Commission as required by the Anderson County Code of Ordinances. Once an applicant is authorized to proceed, the Planning Commission will decide at the next regularly scheduled meeting whether the development is approved in accordance with the standard process outlined in the Anderson County Code of Ordinances.

3. Fees. Any applicant requesting this moratorium be lifted shall be subject to a \$250 nonrefundable fee to be paid in full at the time of application. Any applicant whose request for approval is denied shall be required to pay an additional \$250 fee for re-submission or re-consideration of any subsequent requests. If the Planning Director finds the application, text, and exhibits necessary for the proposed development meet the standards that would allow the development to be submitted to the Planning Commission as if this moratorium were not enacted, the request will be presented and heard at the next available regularly scheduled County Council meeting.

4. Any previously enacted ordinance that is in conflict with the provisions of this ordinance are hereby repealed from and after the effective of this ordinance, until this ordinance is repealed. Once this ordinance is repealed, any conflicting provisions repealed by this ordinance shall be reinstated.

5. 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.

6. 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.

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

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

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

Ordinance 2025-013 _____

Application Received By: _____

Date Application Received: _____

Amount of Fee Paid: _____ Check # _____

\$250.00 Non-Refundable Fee

Supporting Documentation Verified by Anderson County Planning Staff Official

Yes _____ No _____ Date of Verification: _____

Approval by Anderson County Council _____ Date _____

**ANDERSON COUNTY-APPLICATION TO PROCEED
SUBDIVISION PLAT FORM-25 or More Residential
Dwelling Units
PURSUANT TO IMPLEMENTATION OF
DEVELOPMENT MORATORIUM**

DATE: _____

NAME OF PROPOSED SUBDIVISION: _____

LOCATION OF SUBDIVISION: _____

NAME OF APPLICANT: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

PROPERTY OWNER _____

ADDRESS: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

ZONING: _____

SCHOOL DISTRICT: _____

COUNTY COUNCIL DISTRICT: _____

TOTAL ACREAGE: _____ NUMBER OF LOTS: _____

TMS#: _____

INTENDED DEVELOPMENT: Large Scale Residential Development

Supporting Documentation: The applicant shall coordinate with county staff to develop and prepare information pursuant for a formal request for consideration for submittal of subdivision plat.



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

Mail/Email to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

Chris Sullivan
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

- Name of entity requesting recreation fund appropriation:
Anderson Christian School Athletics
- Amount of request (If requesting funds from more than one district, annotate amount from each district): \$3000
- The purpose for which the funds are being requested: Anderson Christian is trying to encourage participation and grow our soccer program. Funds would help provide uniforms, equipment, etc for ACS athletes.
- 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.**
- Contact Person: Lisa Hill
Mailing Address: 3902 Liberty Hwy, Anderson SC 29621
Phone Number: 864-224-7309
Email: lisahill@andersonchristian.net
- Statement as to whether the entity will be providing matching funds:

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

Signature

Lisa Hill

Print Name

2/3/25

Date

Anderson County Building & Codes
Monthly Activity Report
Jan-25

Total Number Permit Transactions: 998

<i>New Single Family:</i>	<u>95</u>	
<i>New Multi-Family:</i>	<u>4</u>	
<i>Residential Additions/Upgrades:</i>	<u>22</u>	
<i>Garages/Barns/Storage:</i>	<u>28</u>	
<i>New Manufactured Homes:</i>	<u>16</u>	
<i>New Commercial:</i>	<u>6</u>	
<i>Commercial Upfits/Upgrades:</i>	<u>5</u>	
<i>Courtesy Permits/Fees Waived:</i>	<u>1</u>	<i>(See Attached)</i>

Inspection Activity:

<i>Citizens Inquiries:</i>	<u>11</u>	<i>(Includes Updating Sub-Standard Cases)</i>
<i>(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>		
<i>Tall Grass Complaints (New and Follow Ups):</i>	<u> </u>	
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<u>870</u>	
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<u>7</u>	
<i>Manufactured Home Inspections:</i>	<u>66</u>	
Total Number of Inspections (Site Visits) for Department:	<u><u>954</u></u>	

Reviews/Misc. Activity:

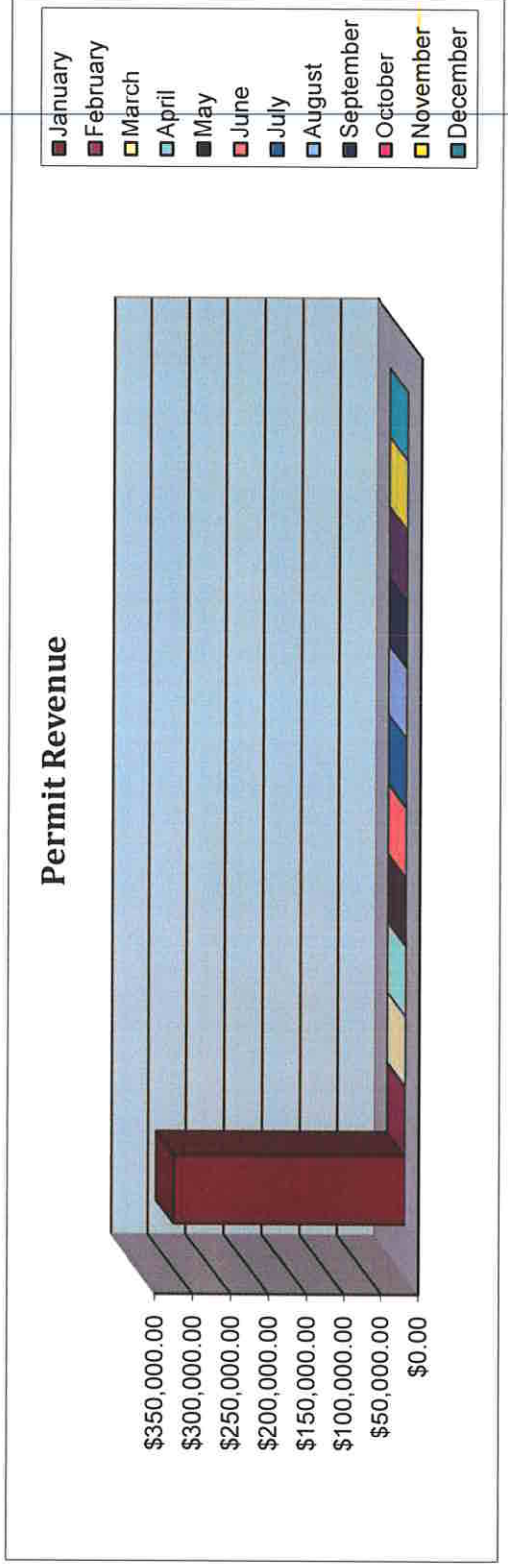
<i>Plans Reviewed:</i>	<u>53</u>	<i>(Includes preliminary consultations, resubmittals and solar)</i>
<i>Mech/Elec/Plumb Reviews:</i>	<u>0</u>	<i>(Includes residential solar)</i>
<i>New Derelict Manufactured Home Cases:</i>	<u>0</u>	
<i>Hearings:</i>	<u> </u>	
<i>Court Cases:</i>	<u>0</u>	

Revenue Collected:

<i>Reinspection Fees Collected:</i>	<u>\$250.00</u>
<i>Plan Review Revenue:</i>	<u>\$39,583.70</u>
Total Revenue For The Month:	<u><u>\$307,313.80</u></u>

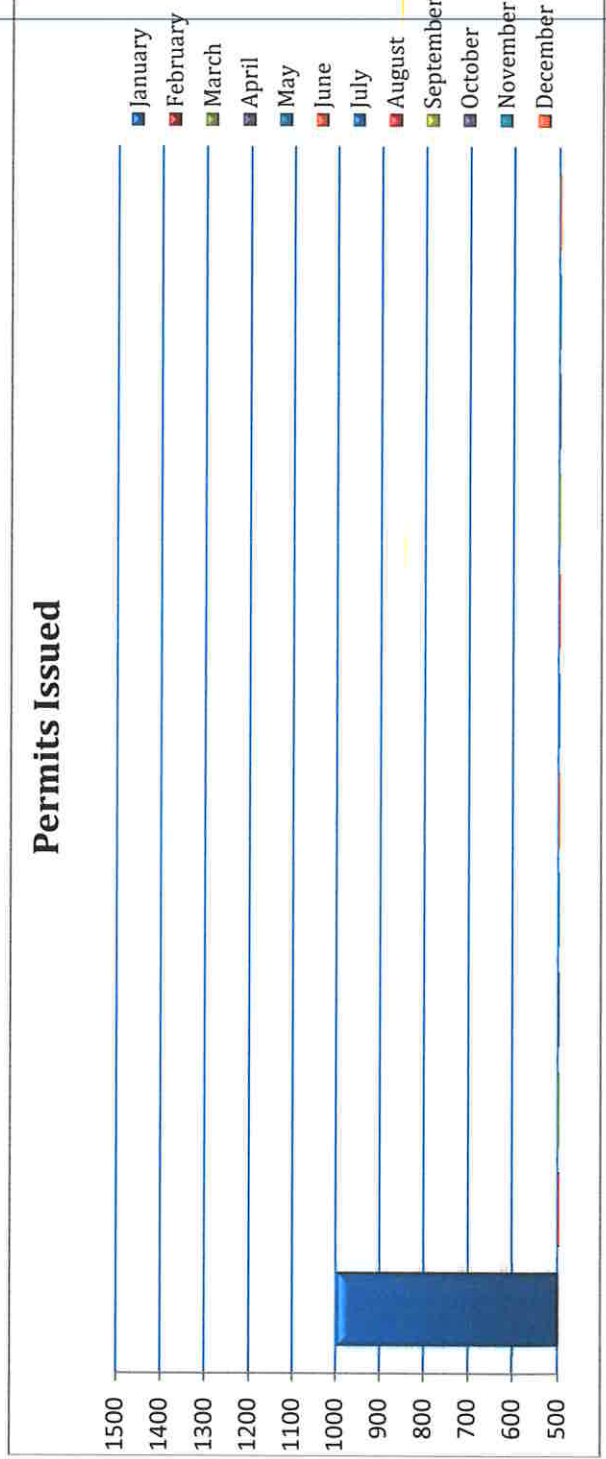
Anderson County Building & Codes Permit Revenue for 2025

<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	\$175,524.60	\$38,453.50	\$15,936.00	\$29,995.00	\$6,221.00	\$675.00	\$675.00	\$39,833.70	\$307,313.80
February									\$0.00
March									\$0.00
April									\$0.00
May									\$0.00
June									\$0.00
July									\$0.00
August									\$0.00
September									\$0.00
October									\$0.00
November									\$0.00
December									\$0.00
Total	\$175,524.60	\$38,453.50	\$15,936.00	\$29,995.00	\$6,221.00	\$675.00	\$675.00	\$39,833.70	\$307,313.80



Anderson County Building & Codes Permits Issued for 2025

<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	244	302	147	175	81	9	9	31	998
February									0
March									0
April									0
May									0
June									0
July									0
August									0
September									0
October									0
November									0
December									0
Total	244	302	147	175	81	9	9	31	998



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: **Jan-25**

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

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

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

PLEASE RETURN THE WEEK OF:

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

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Single-Family houses, detached <i>Exclude mobile homes</i>	101	95	95	\$27,839,983			
	Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters	102	4		\$941,720			
	Two-family buildings	103						
	Three-and four-family buildings	104						
	Five-or-more family buildings	105						
	TOTAL: Sum of 101-105	109	99	95	\$28,781,703	0	0	\$0.00
Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>	213						
	Other non-housekeeping shelter	214						
Section 3	NEW NONRESIDENTIAL BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Amusement, social, and recreational	318						
	Churches and other religious	319						
	Industrial	320	1		\$88,971			
	Parking garages (buildings & open decked)	321						
	Service stations and repair garages	322	1		\$70,000			
	Hospitals and institutional	323						
	Offices, banks, and professional	324						
	Public works and utilities	325						
	Schools and other educational	326						
	Stores and customer services	327	4		\$2,704,500			
	Other nonresidential buildings	328	14		\$703,042			
	Structures other than buildings	329	8		\$654,905			
Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Residential - <i>Classify additions of garages and carports in Item 438</i>	434	22		\$1,878,522			
	Nonresidential and non-housekeeping	437	5		\$17,031,932			
	Additions of residential garages and carports (attached and detached)	438	14		\$532,874			
Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Single-family houses (attached and detached)	645	2					
	Two-family buildings	646						
	Three-and four-family buildings	647						
	Five-or-more family buildings	648						
	All other buildings, structures or mobile homes	649	7					

REQUESTED BY: TEDOWDY

CENSUS REPORT FOR 1/01/2025 TO 1/31/2025
COURTESY PERMITS

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
MOD 702	COURTESY PERMIT/NO CHARGE			
202500347	1/30/2025	160,526.00	HABITAT FOR HUMANITY OF ANDERSON INC	HABITAT FOR HUMANITY SFD
TOTALS:	1	160,526.00		

All Project Report - January 31st 2025

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

Prepared by: Amy Merrill
Date: 2-3-25

Committed	\$2,213,998.59
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Certified by: Neil Carney

Neil Carney Date **2-6-25**

AVAILABLE	\$56,843.45
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Approved Date	Project	Projects/Towns-Cities/Other		Total Spent to Date	Completion Date
		Scope	Appropriated Amount		
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00	\$1,600.00	04/30/19
08/07/18	Town of Honea Path	Paving	\$48,000.00	\$19,946.09	
08/07/18	Town of Pelzer	Paving	\$17,000.00	\$9,557.25	
08/07/18	Town of West Pelzer	Paving	\$25,000.00	\$25,000.00	
08/07/18	Town of Williamston	Paving	\$52,000.00	\$52,000.00	
08/21/18	School District Road in D6	Paving	\$0.00	\$0.00	
10/02/18	Mental Health Parking Lot	Pave Parking Lot	\$23,158.55	\$23,158.55	
10/04/18	C-Fund Matching Funds	Paving	\$315,000.00	\$315,000.00	Transfer complete
11/07/18	Road Improvement Plan	See Below	\$1,723,840.04	\$2,224,750.68	
Totals:			\$2,213,998.59	\$2,671,012.57	

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

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

District 2 Paving Report

Through January 31st, 2025

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/Cities& Towns/Other			Total Project Spent To-Date	Completion Date
		Scope	Appropriated Amount			
	City of Anderson	Grading/Drainage		\$0.00		
				\$0.00		
				\$0.00		

District 2 Paving Plan						
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date	
	All monies moved to account 000					
				\$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 January 31st, 2025

Prepared By: Amy Merritt
Roads & Bridges
Date

Amy Merritt
February 3, 2025

Certified by: Neil Carney
Date

Neil Carney
2-6-25

District 5 Paving Report

Through January 31st, 2025

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

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

Projects/Towns&Cities/Other				
Approval Date	Project	Scope	Appropriated Amount	Completion Date
Totals:			\$0.00	\$0.00

District 5 Paving Plan				
Approval Date	Project	Scope	Appropriated Amount	Completion Date
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 January 31st, 2025

Prepared By: Amy Merritt
Roads and Bridges
Date

Amy Merritt
February 3, 2025

Certified By: Neil Carney
Date

NC
2-6-25

District 7 Paving Report

Through January 31st, 2025

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
7/7/2015	Town of Honea Path	Grading/drainage	\$48,000.00	\$48,000.00	3/21/2017
10/19/2016	Town of Honea Path	Grading/drainage	\$48,000.00	\$25,627.46	incomplete
11/18/2014	Town of Pelzer	Grading/drainage	\$5,000.00	\$2,812.55	incomplete
7/7/2015	Town of Pelzer	Grading/drainage	\$2,500.00	\$0.00	incomplete
10/19/2016	Town of Pelzer	Grading/drainage	\$17,000.00	\$0.00	incomplete
	Town of West Pelzer	Grading/drainage	\$0.00	\$0.00	
10/19/2016	Town of Williamston	Grading/drainage	\$52,000.00	\$24,579.51	incomplete
	Town of Williamston	Grading/drainage	\$172,500.00	\$101,019.52	
	Totals:				

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 January 31st, 2025

Prepared By: Amy Merrill

Roads and Bridges

Amy Merrill
February 3, 2025

Date

Neil Carney
Date

Neil Carney
2-6-25

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	31766	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)
01/21/25	01/29/25	33578	JBECO	(500.00)
02/04/25	02/12/25	33952	Junior League	(1,000.00)
			Ending Balance	8,491.23

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: February 12, 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	30336	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)
01/21/25	01/29/25	33578	JBECO	(1,000.00)
02/04/25	02/12/25	33952	Junior League	(500.00)
01/21/25	01/29/25	33560	Foothills Community Outreach & Pharmacy	(1,500.00)
			Ending Balance	19,042.69

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

Rita Davis

Renee Watts, Clerk to Council

Rita Davis, CFO

DATE:

DATE: February 12, 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	09/25/24	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	(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	01/15/25	33254	Palmetto Knight	(500.00)
01/07/25	01/15/25	33202	First Light	(500.00)
01/21/25	01/29/25	33578	JBECO	(500.00)
02/04/25	02/12/25	33952	Junior League	(500.00)
			Ending Balance	27,858.89

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: February 12, 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	(500.00)
08/06/24	0/14/24	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	29622	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)
01/21/25	01/29/25	33578	JBECO	(500.00)
			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: February 12, 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	Firat Light	(4,000.00)
01/21/25	01/29/25	33578	JBECO	(500.00)
			Ending Balance	56,699.11

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: _____
DATE: February 12, 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	0/14/24	29188	CESA - Tri-County	(3,500.00)
08/08/24	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: February 12, 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 Pelzer	(5,000.00)
07/16/24	07/24/24	28710	Town of West Pelzer	(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: February 12, 2025