



AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, September 2, 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. Brett Sanders

3. APPROVAL OF MINUTES

July 15, 2025, August 19, 2025

4. RESOLUTION:

- a. **2025-034:** A Resolution to recognize and honor the members of the South Carolina State Guard and declare September as National Preparedness Month in Anderson County.

All Council

5. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

6. ORDINANCE THIRD READING:

- a. **2025-026:** An Ordinance to lease real property from the Anderson County Arts Council; and other matters related thereto.

Jordan Thayer (allotted 5 minutes)

7. ORDINANCE SECOND READING:

- a. **2025-028:** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 35.1 acres from C-2 (Highway Commercial District) to R-15 (Single-Family Residential District) on a parcel of land identified in the Denver-Sandy Springs Precinct as shown in Deed Book 6895 at page 37. The parcel is further identified as TMS #93-00-07-004 and 93-00-07-005. [District 5]

Ms. Alesia Hunter (allotted 5 minutes)

- b. **2025-032:** An Ordinance authorizing pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, the execution and delivery of a second amended & restated fee-in-lieu of ad valorem taxes and economic development agreement, by and between Anderson County, South Carolina and TTI Consumer Power Tools, Inc. (formerly One World Technologies, Inc.), as sponsor, including one or more existing or to-be-formed or acquired subsidiaries, or affiliated or related entities and certain sponsor affiliates; and other related matters. [Project Machine]

Mr. Burriss Nelson (allotted 5 minutes)

Tommy Dunn
Chairman, District Five

Chris N. Sullivan
District One

Greg Elgin
District Three

M. Cindy Wilson
District Seven



Brett Sanders
V. Chairman, District Four

Glenn Davis
District Two

Jimmy Davis
District Six

Renee Watts
Clerk to Council

Rusty Burns
County Administrator



8. ORDINANCE FIRST READING:

- a. **2025-036:** An Ordinance establishing a temporary moratorium on applications and administrative processing for approval of certain residential living unit projects in excess of four (4) residential lots within the unincorporated area of Anderson County; invoking application of the pending ordinance doctrine; and other matters related thereto.

Mr. Tommy Dunn (allotted 5 minutes)

- b. **2025-037:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax and special source credit agreement by and between Anderson County, South Carolina and [Project Ina] 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.

Mr. Burriss Nelson (allotted 5 minutes)

- c. **2025-038:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville counties so as to enlarge the park. [Project Ina]

Mr. Burriss Nelson (allotted 5 minutes)

- d. **2025-039:** An Ordinance to amend Chapter 12, Article II, Emergency Preparedness, of the Code of Ordinances, Anderson County, South Carolina, to add Section 12-48 titled "Overtime Compensation During a Declared Period of Disaster"; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

9. RESOLUTIONS:

- a. **2025-035:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Ina, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to an industrial project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby Project Ina will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters.

Mr. Burriss Nelson (allotted 5 minutes)

10. EXECUTIVE SESSION:

- a. Discussion of legal matters subject to the attorney client privilege related to the case of Anderson County v. the Town of Iva
b. Action following Executive Session

11. REPORT FROM THE PLANNING AND PUBLIC WORKS COMMITTEE MEETING HELD ON AUGUST 25, 2025

Ms. Cindy Wilson (allotted 10 minutes)

12. ROAD ACCEPTANCE INTO COUNTY INVENTORY:

- a. Townville School Road-District 4

13. REQUEST BY COUNCIL:

- a. Belton American Legion Post 51- All Districts
b. Anderson Aviation Association Charitable Fund- All Districts



14. ADMINISTRATOR'S REPORT

Mr. Rusty Burns

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.

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
JULY 15, 2025

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
CHRIS SULLIVAN
GLENN DAVIS
GREG ELGIN
BRETT SANDERS
JIMMY DAVIS
M. 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 July 15th to order. I'd like to welcome
4 each and every one of y'all here tonight. And thank
5 y'all for coming out and participating in your local
6 government.
7 At this time I'd like to ask the Honorable Chris
8 Sullivan if he'll lead us in the invocation and
9 prayer (verbatim). If we'll all rise, please.
10 CHRIS SULLIVAN: Let's bow our
11 heads.
12 **INVOCATION AND PLEDGE OF ALLEGIANCE BY CHRIS SULLIVAN**
13 TOMMY DUNN: Moving on to
14 item number 3, approval of the June 17th, 2025
15 minutes. Are there any corrections to be made to
16 those?
17 CINDY WILSON: May I make
18 the motion that we accept the minutes as presented?
19 TOMMY DUNN: Ms. Wilson
20 makes the motion to accept as presented. Do we have
21 a second?
22 GLENN DAVIS: Second.
23 TOMMY DUNN: Second by
24 Councilman Glenn Davis. All in favor of the motion
25 show of hands. All opposed like sign. Show the
26 motion carries unanimously.
27 Moving on to item number 5. This is a
28 presentation from The Zone Services, Inc. Ms.
29 Deshields.
30 Mr. Burns, can you help her get what she needs.
31 RUSTY BURNS: (Inaudible.)
32 TOMMY DUNN: Oh, I'm
33 sorry. I thought that was next. Moving on to
34 citizens' comments.
35 BOBBY PARTAIN: My name is
36 Bobby Partain.
37 TOMMY DUNN: I'm sorry.
38 Hang on just a minute. I lost track. I'm trying to
39 find my thing. Citizens' comments. We that as Mr.
40 Harmon calls your name, our attorney will call your
41 name. The first go-around is on agenda items only.
42 You have three minutes. And please address the
43 chair, please.
44 Mr. Harmon.
45 LEON HARMON: Mr. Chairman,
46 first speaker is Steven Lupee.
47 TOMMY DUNN: Please state
48 your name and district for the record when you come
49 up here, please.
50 STEVEN LUPEE: My name is

1 Steven Lupee. I live at 5012 Midway Road. I've been
 2 here for -- be a year next month. I did vote in
 3 November. I did not vote for the one percent sales
 4 tax for the roads. I feel South Carolina is one of
 5 the most overall taxed states in the southeast. I
 6 understand that the roads need to be dealt with, but
 7 I'm paying personal property taxes. I'm paying car,
 8 truck, boat taxes. I'm paying -- I paid six hundred
 9 dollars to the DMV. I paid six hundred dollars to
 10 the Anderson property tax office. I have a five
 11 percent state tax.

12 And in conjunction I'm going to be talking after,
 13 and I'm wondering is there anyway that that one
 14 percent sales tax can be made up other places, as in
 15 new construction impact fees? Because right now all
 16 this is on the current taxpayers, retirees, middle
 17 class working families. And with all the new
 18 construction on Midway Road, I would assume that if
 19 you had even a one percent impact fee on a half a
 20 million dollar home split between the schools and the
 21 roads, that's twenty-five hundred dollars each.

22 Okay. And that thousand home Anderson Reservoir
 23 development, just on the housing alone, you would
 24 bring in two and a half million for the schools; two
 25 and a half million for the roads.

26 Why, and I'd like this answered, are you putting
 27 all this new construction costs on the current
 28 taxpayers, retirees and the middle class families and
 29 not Toll Brothers and the development corporations?
 30 You don't have the infrastructure for the schools, as
 31 it is; the roads, as it is. I'm asking that
 32 question. Why isn't this shared, the cost shared
 33 between the current taxpayers, the developers and the
 34 new builders that are pocketing tens of millions --
 35 they'll probably pocket a hundred million dollars, I
 36 calculated, just on the Anderson Reservoir thousand
 37 home development. That's not even including the
 38 retail, the industrial projects that they're doing.

39 I would like that answered.

40 TOMMY DUNN: This is not
 41 an answer and question town hall meeting. This is a
 42 County Council meeting. You can talk to your Council
 43 person and they'll be glad to answer. You can talk
 44 to me after the meeting and I'll be glad to answer.

45 STEVE LUPEE: I'll give you
 46 a call.

47 TOMMY DUNN: Okay. Yes,
 48 sir.

49 STEVE LUPEE: Thank you.

50 TOMMY DUNN: Yes, sir.

1 Next.

2 LEON HARMON: Mr. Chairman,
3 next speaker -- it has Hattons Ford here -- I think
4 it's Mr. Bobby Partain.

5 BOBBY PARTAIN: My name is
6 Bobby Partain, and I live in Williamston, 117 Lake
7 View Drive, and I'm representing you're talking about
8 the Hattons Ford Road rezoning.

9 So we had a mediation, which I appreciate the
10 Council and different attorneys and so forth to
11 discuss with us about the mediation for that
12 rezoning. I thought is very helpful. I appreciate
13 that. My son and I both own the property. We're
14 trying to develop it primarily for our family use.
15 Right now it's R-A. We're looking for R-20 that
16 allows us to get a couple houses on it. Right now,
17 it's all in one big segment. It has 4.7 acres. And
18 so appreciate the mediation, and look forward to,
19 hopefully there'll be a resolution that goes with the
20 recommendation from your lawyers and so forth from
21 our mediation.

22 So thank you for that.

23 TOMMY DUNN: Yes, sir.

24 Next.

25 LEON HARMON: Mr. Chairman,
26 I think the next speaker -- they have one percent tax
27 by the side -- Linda Symborski.

28 LINDA SYMBORSKI: Good
29 afternoon. I'm Linda Symborski. I live at 1200
30 Cherry Street Extension in Pendleton. And I would
31 like to address the one percent sales tax that you
32 are considering.

33 I didn't make the public meeting. I was tied up
34 otherwise. So some of this information might have
35 already been addressed, but I have your website, and
36 saw that there are some issues that I had concerns
37 and questions about where I've always heard people
38 talking about fixing the roads, fixing the roads.

39 Nowhere on the website and nowhere in the
40 discussions have I heard that it's all the roads.
41 Nobody mentions that it's just county roads and
42 municipality roads. Most people think that it's
43 going to be the major highways where is most of the
44 potholes are and the problems are. So none of the
45 roads like Highway 76, 28, 81, 99, 178, and more will
46 not even be addressed.

47 Most of the roads on this list are the county
48 roads and municipality roads, and I see that a lot of
49 them are just in subdivisions. In Pendleton, I've
50 been around to some of the subdivisions, and some of

1 those roads are better than my driveway, so I don't
2 understand why those roads are on a list to have
3 repavement when there's nothing that the county can
4 do for the state roads.

5 I also saw on the website that it addresses the
6 road tax to be for public facilities, recreation
7 facilities, water and sewer projects. I, for one,
8 don't want to have a bill passed thinking that these
9 funds are going to go exclusively for roads when to
10 find out later on down the way that eventually you'll
11 be paying to build an outhouse on a walking trail.
12 That's just not right.

13 I also read a study, or heard a study by Regional
14 Transactions Concept LLC, from supposedly years ago,
15 that officials -- that they recommended that only 35
16 percent of the sales tax will come from outside of
17 our local county residents. I don't see how that
18 small 35 percent can make anyone feel better about
19 the burden of increased taxes.

20 Another issue that I would like to have answered
21 is the state. What portion of these taxes will be
22 paid to or retained by the State Department of
23 Revenue ---

24 LEON HARMON: That's time,
25 Mr. Chairman.

26 TOMMY DUNN: That's time.
27 LINDA SYMBORSKI: Okay, thank

28 you.
29 TOMMY DUNN: Mr. Harmon?
30 LEON HARMON: Mr. Chairman,
31 no one else is signed up.

32 TOMMY DUNN: Thank you.

33 Now we'll move on to item number 5, presentation
34 by The Zone Services Incorporated. Ms. Deshields.

35 TRECA DESHIELDS: First of all,
36 I want to say good evening. It is an honor to always
37 come before you all and say thank you for your
38 continued support in Anderson County for The Zone
39 Services, Inc., and want to give you more updates as
40 to what we are doing and how we're doing at The Zone.

41 As you know, our mission is to provide innovative
42 services for families, children and youth. This year,
43 we fed 520 homeless, 750 seniors and 500 boxes of food
44 and turkeys to communities' families at Thanksgiving.
45 We gave away 1000 book bags in the Upstate, which 400
46 of those came to Anderson County throughout all
47 Districts. We gave away 700 toys at Christmas, 400 of
48 them went through Anderson County at all Districts.
49 We became a new DJJ test site this year where we
50 served 37 young people who are in the juvenile justice

1 system. We also now currently have a after school and
2 a summer program. We're providing parenting classes
3 for our parents who have been court ordered, via zoom,
4 and we reunited eight families this year. How proud
5 we are of the work we're doing at The Zone Services,
6 Inc.

7 Also, we had five of our youth to graduate, and we
8 employed four young people this summer through a
9 partnership with BR and so we're excited about what
10 we're doing, but we are also excited about new
11 opportunities and the new opportunities that present.
12 I don't know if you're aware, but Anderson had 24
13 reported, and these were reported suicides, within the
14 spring of this year. During that time, we started to
15 begin something called Mental Health First Aid, where
16 we have someone that's bilingual as well as someone
17 that does it in English, where we provide mental
18 health first aid to our community partners in helping
19 them identify ways that they can help someone in a
20 crisis get help. They're not the therapist, but it's
21 to inform them and make them aware of mental health so
22 that we can get people the proper help that is needed.
23 This is an initiative that we would love to see come
24 forward. We've also been asked by the Attorney
25 General's office to sit with them in a task -- with a
26 task group to focus on trafficking, sex trafficking
27 among our young people that is happening right here in
28 Anderson County.

29 These are some things that we look forward to
30 doing in the upcoming years. We have been given a
31 home on the alphabet street area that we're looking to
32 convert into the same model of what we have on 521
33 West Reed Street. We have served over 5000 families
34 this year, and we are proud of the work that we do.

35 What you have before you is a thank you card.
36 Those pictures you see there are beautiful pictures of
37 our young people and some of the things that they've
38 done throughout Anderson County. One thing that we're
39 proud of is that this year, our kids perform for the
40 mayor at his breakfast, at the MLK breakfast. Also,
41 we were blessed this year to receive some space
42 because we were able to move over 300 boxes of food
43 and different items that were donated to us in some
44 space provided to us by Mr. Rusty, we now can serve
45 over 35 more young people. We're excited about what
46 we do, but our card says, and I want to say to you, as
47 I end today, let the children laughter remind us how
48 we used to be, that every time you sow a seed towards
49 what we're doing, we are blessing families throughout
50 Anderson County.

1 Again, my name is Dr. Treca DeShields. I want to
2 thank you for allowing me the opportunity to grace you
3 all today to share updates about The Zone Services,
4 Inc., and we just want you to get in with us at The
5 Zone. Thank you.

6 TOMMY DUNN: Thank you.

7 **APPLAUSE**

8 TOMMY DUNN: Moving on to
9 item number 6, Ordinance third reading, 2025-025, an
10 Ordinance to lease real property to Honor for Heroes;
11 and other matters related thereto.

12 This will be a public hearing. Before we go into
13 a public hearing, want to make sure everybody knows
14 about it.

15 Mr. Thayer, do you want to speak on this for just
16 a second? Or however long it takes you to explain it;
17 just a little bit.

18 JORDAN THAYER: Thank you,
19 Mr. Chairman. This is small space over here at our
20 building that is labeled the McCants Community Center.
21 And Hope for Heroes is honoring and recognizing and
22 serving the people that they categorize as heroes,
23 which is veterans, law enforcement or anyone else
24 who's been nominated and put towards their program.

25 TOMMY DUNN: Thank you.
26 Appreciate it.

27 This will be a public hearing. Anyone wishing to
28 speak to this matter, please step forward and state
29 your name and district. You have three minutes. And
30 address the chair, please. Anyone at all. Seeing and
31 hearing none, the public hearing will be closed. Do
32 we have a motion to move this forward?

33 JIMMY DAVIS: So moved.

34 CINDY WILSON: Second.

35 TOMMY DUNN: I think the
36 motion's by everybody and second by Ms. Wilson. Any
37 discussion? All in favor of the motion show of hands.
38 All opposed like sign. Show the motion carries
39 unanimously.

40 Ordinance second reading, there are none.

41 Moving on to 8(a), first reading, 2025-026, an
42 Ordinance to lease real property from the Anderson
43 County Arts Council ... Did I skip one?

44 GREG ELGIN: (Inaudible.)

45 TOMMY DUNN: I'm hitting a
46 thousand tonight. Which one did I -- I've got so many
47 marks on my paper, I can't ...

48 GREG ELGIN: (Inaudible.)

49 TOMMY DUNN: We just done
50 number 6; right? Number 7, there ain't none. I'm

1 going to number 8 now, 8(a).

2 **INAUDIBLE DISCUSSION AMONGST COUNCIL**

3 JORDAN THAYER: I believe the
4 that went out had this item on second reading.

5 TOMMY DUNN: I got this
6 from my boss man, Mr. Harmon, about five minutes
7 before I walked in here. So I hope this is good.

8 Moving on, 8(a), Ordinance first reading, 2025-
9 026, Ordinance to lease real property from the
10 Anderson County Arts Council; and other matters
11 related thereto. This was tabled June 17th, 2025 at
12 the Council meeting.

13 Do I have a motion to move this from the table?

14 JIMMY DAVIS: So moved.

15 TOMMY DUNN: Motion by
16 Councilman Jimmy Davis. Do I have a second?

17 CINDY WILSON: Second.

18 TOMMY DUNN: Second by
19 Councilman Wilson. All in favor of the motion show of
20 hands. All opposed like sign. Show the motion
21 carries unanimously.

22 Now, go back. Mr. Thayer, do you want to speak to
23 this?

24 JORDAN THAYER: Thank you,
25 Mr. Chairman. When we heard this item on June 17, the
26 Council requested that I verify some information and
27 also request a 60 or 90 day termination for
28 convenience clause. We worked out the information,
29 and we have also added a 90 day termination for
30 convenience clause. So we have -- we were able to get
31 what you requested.

32 TOMMY DUNN: Thank you.
33 And also Mr. Thayer sent out how many square foot is
34 actually is in that building. What it comes up to was
35 ...

36 JORDAN THAYER: About 200 or
37 more than -- I don't have it here in front of me.

38 TOMMY DUNN: Well, the
39 bottom line was ---

40 JORDAN THAYER: We get the
41 benefit of the bargain.

42 TOMMY DUNN: It comes up
43 -- I talked to two commercial real estate agents.
44 What we're paying is not the cheapest. We ain't
45 getting a deal. But it's not the highest and it ain't
46 the cheapest. About the middle of the road. It's
47 value market for what we're paying for a lease over
48 there. Throw it out there and make sure.

49 Over the years we've leased this thing. I think
50 it's finally caught up with us, where we was at

1 before.
2 Do we have a motion to move this forward?
3 CINDY WILSON: So moved.
4 TOMMY DUNN: Motion Ms.
5 Wilson. Do we have a second?
6 GLENN DAVIS: Second.
7 TOMMY DUNN: Second by
8 Councilman Glenn Davis. Now open the floor up for
9 discussion.
10 CINDY WILSON: May I?
11 TOMMY DUNN: Ms. Wilson.
12 CINDY WILSON: Thank you,
13 Mr. Thayer, for making sure that we get a more fair
14 arrangement there. I appreciate it.
15 JORDAN THAYER: Thank you.
16 TOMMY DUNN: Anyone else?
17 All in favor of the motion show of hands. All opposed
18 like sign. Show the motion carries unanimously.
19 We're going to move on now to item number 8(b),
20 2025-029, an Ordinance enacted pursuant to the Capital
21 Projects Sales Tax Act, Title 4, Chapter 10, Article 3
22 of the Code of Laws of South Carolina 1976, as
23 amended, providing for the imposition of a one percent
24 sales and use tax upon referendum approval, the
25 authorization of bonds payable from such sales and use
26 tax upon referendum approval, the form of the ballot
27 to used in connection therewith, and other matters
28 relating thereto.
29 Mr. Hogan.
30 MATT HOGAN: Thank you,
31 Mr. Chairman. So what you've got tonight is the --
32 you've got the first reading for what the commission
33 came up with. It's approved by them.
34 Let me take you back. You know, we passed an
35 ordinance to form the commission to look into doing
36 the ballot. We did that back at the end of May, June.
37 Formed that commission, and with work with staff and
38 all the municipalities, we gathered all their
39 projects, we ranked those projects, and with the
40 commission, they produced the ballot question and
41 every project on there. And just to clarify that
42 project list in question cannot be changed. What's on
43 it tonight, if it, if it's to be moved, it cannot be
44 amended. It's a vote to move it on or down.
45 TOMMY DUNN: Just to
46 clarify a point the speaker made a while ago that
47 state law enables you, if it's on the ballot, such as
48 you could build a fire station, you could do this,
49 blah, blah, blah, blah, a community thing. But as you
50 said, none of that is on there. The commission we put

1 together -- and by the way, I think there's three of
2 them here tonight. We appreciate y'all's service and
3 all what y'all done. Y'all raise your hands.
4 Appreciate what all y'all done, stood up and
5 everything. And what all y'all done to spend time
6 with the community. Also, those roads are listed out
7 for projects to be done, as you said, can't be
8 changed. Can't nothing be added to that?

9 MATT HOGAN: No, sir. The
10 capital sales tax, by law, can be used, but we have --
11 County Council has said we're only using this for
12 transportation.

13 TOMMY DUNN: And the
14 committee that was put together on it was at me about
15 this. I was at the last meeting and appreciate them
16 staying ---

17 MATT HOGAN: Yes. And so
18 the list you see, there will be no parks, buildings,
19 any of that. It's all transportation related
20 projects. In fact, I think it's around 277 projects
21 total. We have around 18 safety projects,
22 intersection improvements, those type. There's 17
23 bridge projects, culvert projects on there. Those are
24 what it's made of.

25 The second part, there is a \$20 million bond
26 question on there to make sure that if it passes, we
27 can hit the ball with engineering and get some paving
28 -- go ahead and start. If not, we have to wait till
29 May of 2026 to get our first allotment of those
30 revenues.

31 So that's what you have tonight, is to vote yes or
32 no. It cannot be amended. So that's the -- and
33 again, I want to thank the Commission. They worked
34 really hard, and county staff that worked on that.

35 TOMMY DUNN: And I also
36 want to thank the staff, too. They worked real hard.

37 Mr. Hogan, if you would, just to -- because I know
38 you're our Deputy Administrator, but formerly over the
39 Roads and Bridges. And Mr. Fox is back there who now
40 is over Roads and Bridges. But I'd just like to say
41 about why there ain't no state roads on there. State
42 is getting -- there's more paving in the state right
43 now with their gas tax they're getting; just a few
44 around where I live and where I travel on daily, do
45 you know just a few of them that's been ---

46 MATT HOGAN: I've got a
47 small list here of Three Bridges Road, Foster Road,
48 Beaver Dam Road, Old Williamson Road is being widened
49 and improved. Brushy Creek Road. Those are all being
50 paved, and those are all DOT roads.

1 TOMMY DUNN: Harris Bridge
2 Road, Liberty Highway, part of it's been done. I know
3 81, part of it's been done, north and south. 88. I
4 can go on and on. 243 over in -- 247 over in Belton
5 has been done.
6 MATT HOGAN: Yeah, there's
7 a lot of ---
8 TOMMY DUNN: And on and
9 on, and still in process doing right now. What state
10 roads doing. They got a -- the state don't need no
11 help from Anderson County paving their roads. I can
12 promise you that.
13 MATT HOGAN: You're absolutely
14 right.
15 Anderson County, we focused -- our projects that
16 we were given to the commission were mostly focused on
17 our high traffic volumes, so we -- there's not any
18 subdivisions from the county on that list. These are
19 all high traffic, the ones that we get the most calls
20 of safety issues and capacity issues. Those are the
21 ones that's on there.
22 TOMMY DUNN: Just remind
23 us, what does it cost roughly to pave a mile of road
24 now?
25 MATT HOGAN: We'll still
26 stick to about a million dollars a mile, and that's
27 just to -- if that's a complete reconstruction, which,
28 unfortunately, a lot of our roads are at that. It may
29 be a little more or little less. But just to
30 resurface one, I would -- 600,000 a mile. So this is
31 going to generate around, I think around 380 million
32 over eight years. So seeing that we have 1553 miles
33 of road that we ---
34 TOMMY DUNN: And this
35 amount is dead after eight years?
36 MATT HOGAN: Yes. It'll
37 have to be ---
38 TOMMY DUNN: The only way
39 it would come back up if the Council at that time
40 asked for it to be put on the ballot and the citizens
41 would have to vote on it again?
42 MATT HOGAN: We'd have to
43 go through the same process; yes, sir.
44 TOMMY DUNN: A lot of
45 times people say once a tax, you can't never get rid
46 of it. But this automatically sunsets. It's gone?
47 MATT HOGAN: It's gone by
48 law, yes.
49 TOMMY DUNN: Anyone else
50 have any questions, comments? Ms. Wilson.

1 CINDY WILSON: I had
2 requested a few weeks ago the apportionment from the
3 12 percent that we send to the state from gas taxes
4 and what we get back. I had always heard that we're a
5 donor county. But it didn't seem like we're getting
6 back our fair share. The paperwork I got back, one
7 sheet was very difficult to interpret. So I've asked
8 Mr. Hogan to interpret that for us tonight.

9 MATT HOGAN: Let me break
10 it down. It's real simple. What we send down, we
11 sent about, in receipts total about \$4,476,568.
12 That's what we send to Columbia. It comes back to us
13 through the CTC fund. We get \$4,059,000. Because we
14 get less than we put in, that makes us a donor.
15 That's the simple ...

16 CINDY WILSON: Okay. So ---
17 TOMMY DUNN: And that
18 money don't come back -- excuse me. Go ahead.

19 CINDY WILSON: We send down
20 about \$4,476,568.99, and that's from the one sheet
21 that was given to me. And the one that we have
22 tonight indicates that we get back in the form of C
23 funds \$4,059,000. So that's not a huge difference,
24 but I had always heard it was a huge difference.

25 MATT HOGAN: It's not bad.
26 CINDY WILSON: Okay. Thank
27 you.

28 TOMMY DUNN: That money
29 comes back to Anderson County, but it comes in the
30 Inter-transportation Committee; is that correct?

31 MATT HOGAN: Yeah.
32 TOMMY DUNN: And they
33 approve where that money goes and how it's spent?

34 MATT HOGAN: Correct.
35 That's a competitive pod. All the municipalities,
36 they can apply for that money. We apply ---

37 TOMMY DUNN: We have to --
38 us or the municipality, one, has to match it with ---

39 MATT HOGAN: Ten percent
40 match.

41 TOMMY DUNN: Ten percent
42 match.

43 MATT HOGAN: Yes, sir.
44 TOMMY DUNN: And I think
45 we're one of two counties out of 47 in the state of
46 South Carolina that has to do that?

47 MATT HOGAN: Correct.
48 TOMMY DUNN: Mr. Sanders.
49 BRETT SANDERS: On the last
50 study that we had conducted that determined the

1 classifications of our roads, I heard 35 percent is
2 all that's being paid by out-of-county, out-of-state
3 people. What was our study? What was the percentage?
4 Do you remember offhand?

5 MATT HOGAN: It was
6 roughly around -- from the money generated from this,
7 I believe is what we're talking about, was over 35
8 percent would come from visitors coming to the lake,
9 coming to Clemson football, just passing through. I
10 believe that study was around 35, maybe a little more.

11 BRETT SANDERS: Okay.

12 TOMMY DUNN: Thank you.

13 Jimmy Davis, Councilman Jimmy Davis, and then
14 we'll go to Mr. Glenn Davis.

15 JIMMY DAVIS: Thank you,

16 Mr. Chair. And again, I want to thank our
17 commissioners for being here and your hard work that
18 you put into working towards this.

19 Mr. Hogan, clarify, 1553 miles of county roads is
20 what we have in our inventory?

21 MATT HOGAN: That's
22 correct.

23 JIMMY DAVIS: And that's
24 growing because, by law, we have to adopt roads that
25 come up to county standards when subdivisions are
26 built, by law, we have to adopt those roads and --
27 when they when they get to that point. So we're
28 growing in roads as we're growing with subdivisions.

29 So would it be and maybe you can expand on this a
30 little bit, but part of the problems that we've had in
31 the past in Anderson County is, is we -- we've never
32 had enough of a big package of product or paving to
33 put together to attract more people to come here and
34 bid on paving projects. So is that, is that true? Or
35 can you expand on that? That's been one of our
36 problems is we've never had enough money to attract
37 enough other people to bid, to be more competitive in
38 paving?

39 MATT HOGAN: Yeah, I would
40 say that's correct. I think we've got probably three
41 big players that mostly do our highways, our major
42 roads, that are set up for that. We do have some
43 smaller -- but this kind of money is going to bring
44 new companies to Anderson County, because they're
45 going to want ---

46 JIMMY DAVIS: So maybe we
47 can be more competitive in the bid process ---

48 MATT HOGAN: And get a
49 better price, yes. That's what we -- and when we set
50 these packages out, we will set them to get a better

1 price. We will put a package together for the
2 northern end of the county, the southern end of the
3 county. We'll lump those together so a contractor
4 won't have to travel from the north and then go down
5 to Iva to pave. So we get a better price that way, we
6 found through our CTC packages.

7 JIMMY DAVIS: Do we think
8 that these companies would possibly come here and set
9 up plants and employ people?

10 MATT HOGAN: Oh, yes, sir.

11 JIMMY DAVIS: So we could
12 see, you know, potential job -- you know, more jobs in
13 Anderson County, because there's more to do, I guess.

14 MATT HOGAN: Yeah.

15 JIMMY DAVIS: So I wanted
16 to clarify that.

17 As far as this money, that if this does pass, if
18 this passes in November, would any of these funds be
19 used to pave any state roads?

20 MATT HOGAN: So county
21 roads, municipalities included a few of theirs,
22 because some of their roads are state roads, a small
23 portion of municipalities. They did include a few.
24 So there are some in the municipalities. But far as
25 county roads, we did not include our -- when we gave
26 our list, it was not.

27 JIMMY DAVIS: Well, that's
28 good, because they've got all the money in Columbia
29 anyway. We just need to get our more -- more a part
30 of it, I guess.

31 MATT HOGAN: That's the
32 way we looked at it. Yes.

33 JIMMY DAVIS: So also, you
34 said roughly 30 to 35 percent of this collection would
35 be paid for by out-of-county residents. So people
36 coming here to use Lake Hartwell or go to the ball
37 games or whatever, they'd be helping us to pave our
38 roads?

39 MATT HOGAN: That is
40 correct. Instead of it being solely on Anderson
41 County taxpayers, it would be shared by those coming
42 to Rock the Country or fishing tournaments or
43 whatever. You know, football season is almost here,
44 so...

45 JIMMY DAVIS: Thank you.

46 TOMMY DUNN: Thank you.

47 Councilman Glenn Davis.

48 GLENN DAVIS: Thank you,
49 Mr. Chairman. First of all, I would like to say thank
50 you to every -- all the commissioners that have

1 volunteered their time and service for agreeing to
2 help Anderson County. I may have missed something,
3 but the list, is that on the website?
4 MATT HOGAN: Yes, sir,
5 that -- everything I've talked to tonight is on that
6 website. If you go to the county website, it's
7 capital sales tax information. There's a map, there's
8 the list, it's all on there.
9 GLENN DAVIS: Okay, thank
10 you, sir.
11 TOMMY DUNN: Anyone else?
12 Councilman Elgin.
13 GREG ELGIN: I also, just
14 to say again, thank the commissioners for your time
15 putting all this stuff together and being here tonight
16 to listen to us.
17 Just to make another statement, and I guess, Mr.
18 Hogan, if you can confirm. We were talking about the
19 ACTC and the money that we receive back from the
20 state, for whatever million dollars, that committee is
21 set up and appointed by state legislators, correct,
22 not by us?
23 MATT HOGAN: That's
24 correct.
25 GREG ELGIN: Technically,
26 we have no say-so, because that -- that is set up by
27 state, so they were appointed not by us. Is that ...
28 MATT HOGAN: That is
29 absolutely correct. Yes, the delegation appoints
30 those members to that committee.
31 GREG ELGIN: So the money
32 that comes back to us really can't be spent by us,
33 it's still by the state?
34 MATT HOGAN: We have to
35 apply. We have to beg -- or ask for it. Sorry.
36 That's how that works.
37 GREG ELGIN: Thank you,
38 sir.
39 TOMMY DUNN: Councilman
40 Sullivan.
41 CHRIS SULLIVAN: Thank you,
42 Mr. Chairman. I, too, want to recognize the three
43 council -- or the members of the commission that are
44 here tonight, Mr. Mance, Mr. Black and Mr. Reeves.
45 That was a hard job. And what I love best about it --
46 I went to all three of the meetings, but y'all were
47 just as leery of this as most citizens are. Y'all dug
48 in there. You wanted things eliminated in the wording
49 that were confusing. You dug through it. You did
50 your time, and I appreciate y'all being skeptical of

1 this thing, because I think that makes it more valid
2 now that we're presenting it to the people. So thank
3 you for your time and work on that.

4 I did have a couple questions, so I want to make
5 sure the things that are exempt in this tax,
6 unprepared food, gas and prescription medicine, or
7 just medicine?

8 MATT HOGAN: Prescription
9 medicine.

10 CHRIS SULLIVAN: Okay, and
11 unprepared food. That's not everything you buy in the
12 grocery store. That is, that is ---

13 MATT HOGAN: Unprepared,
14 yes.

15 CHRIS SULLIVAN: Okay.

16 MATT HOGAN: So the hot --
17 in the hot bar, all that stuff that's already prepared
18 would be -- yeah.

19 CHRIS SULLIVAN: Okay.

20 Because I got digging around, and I never saw that
21 specific, but I just wanted to kind of get it out
22 there.

23 And this is one of the things, just as everybody
24 here is probably on social media, misinformation can
25 spread super fast, faster than the truth. I want to
26 just put out there. So the forms of tax that are
27 currently going on for roads, or just in general, a
28 gallon of gas is taxed at .2875 cents per gallon goes
29 straight to the state. County doesn't touch it. For
30 sales tax, six percent goes to the state, one percent
31 goes to our schools, retiring debt and all that, and
32 then another one percent if a municipality enacted a
33 hospitality tax. So there's no county sales tax in
34 place. So the funding for this road is purely out --
35 county roads, the funding is purely from the budget of
36 property taxes we collect.

37 MATT HOGAN: General fund.
38 Yes, sir.

39 CHRIS SULLIVAN: And how much,
40 roughly, do we spend? Are we able to spend a year in
41 road maintenance and repair, just at the county?

42 MATT HOGAN: Just in
43 maintenance -- we haven't done paving. We rely on CTC
44 for our paving. But our -- just our maintenance,
45 asphalt that we pothole and do our -- is roughly
46 around 300,000.

47 CHRIS SULLIVAN: Okay.

48 MATT HOGAN: It's not very
49 much.

50 CHRIS SULLIVAN: And also, I

1 know this was mentioned previously, but with the bond
2 looking up to \$20 million, the best time to pave roads
3 is early spring, February, March, April. So that's
4 when you want to get it done?
5 MATT HOGAN: Normally when
6 we get it done.
7 CHRIS SULLIVAN: This tax
8 doesn't even start till May 1, with our first receipts
9 of that being ---
10 MATT HOGAN: Yes.
11 CHRIS SULLIVAN: --- at the
12 end of May. And how is that done? We have to submit
13 documentation to the state that we have started these
14 roads. We need to make draws on these roads. Like,
15 how is the funding received from this tax?
16 MATT HOGAN: So we -- so
17 once we get the check in, we will -- it's all audited,
18 all of that, you know. I'm trying to think of the --
19 how to explain that.
20 CHRIS SULLIVAN: Because
21 businesses, I guess it's due by the 20th of every
22 month? They submit their money to ---
23 MATT HOGAN: They submit
24 that to Columbia, and they generate the money, and
25 they send us the month -- the check, the allotment,
26 the quarterly allotment of that tax revenue that was.
27 And we have to show where it was spent. I mean, it's
28 audited. It'll be -- we'll have a third party. We'll
29 have our own dedicated person for this tax, if it
30 should pass, and we have to be held accountable. We
31 will be transparent. It'll be out there, just like
32 our county budget that, you know, when people want to
33 know where their money's being spent and where it's
34 going, it's on the, -- you know, it's on our website.
35 This will also be on our website for transparency.
36 CHRIS SULLIVAN: Okay. And
37 the first monies received will go to pay down that
38 bond; right?
39 MATT HOGAN: Yes. All the
40 -- yes, the 20 million bond is just to get us started,
41 and yes that -- those first monies that come in will
42 go to that bond to pay that debt down. Yes, sir.
43 CHRIS SULLIVAN: Thank you,
44 sir.
45 MATT HOGAN: Thank you.
46 TOMMY DUNN: Anyone else?
47 Ms. Wilson.
48 CINDY WILSON: First of all,
49 I apologize for not making it to those meetings. We
50 had some issues to deal with that I couldn't get

1 there. So thank you to the commissioners and staff
2 for putting this together.

3 But I started trying to get a hold of Mr. Hogan
4 about a month ago, and finally, we could make contact
5 last night. There is an item on here that is Brazeale
6 Road from 29 to Midway Road, Belton. And I was
7 concerned that that's only the middle segment of
8 several roads that basically operate as a major
9 connection from the east side of the county to the
10 west side of the county, starting with Youth Center
11 Road crossing Highway 20 to -- it becomes Maxie, and
12 then Cheddar. Those two roads are in serious, serious
13 trouble. Two bridges that are close. One is about
14 ready to collapse. Mr. Hogan's had to send work crews
15 out there to shore up. The foundation is very shaky.
16 It's also not allowed for 18 wheelers. And another
17 one that's narrow and problematic. The shoulders are
18 crumbling. There's some drop-offs.

19 Then you go from Cheddar crossing 29. That's
20 where it becomes Brazeale to Midway. And crossing
21 Midway, it becomes Hopewell. And crossing Highway 81,
22 Hopewell becomes Concord. And from there, Concord
23 becomes Brown, or it funnels -- the traffic funnels
24 off to Harris Bridge Road. On game day, you have a
25 tremendous amount of traffic coming through there from
26 Columbia cutting through. As a young child, I
27 remember only two or three cars a day down Hopewell.
28 We now probably have seven or 8000 cars a day. It is
29 a major thoroughfare. And my concern is Brazeale is a
30 veritable interstate compared to Maxie and Cheddar.
31 And I was hoping to amend, substituting Maxie and
32 Cheddar tonight for Brazeale Road, and let that be
33 done later.

34 It was explained to me tonight that I'm not
35 allowed to amend and put projects that I believe are
36 in greater need to carry this traffic safely and
37 efficiently. And Mr. Hogan has promised me that Maxie
38 and Cheddar will be put on the transportation list,
39 and those really do need to be done prior to Brazeale.

40 We're working on the Highway 29 study project.
41 One of the key intersections that I've put as a
42 priority for our area is where it -- all the traffic
43 on 29 bottlenecks coming from north and south on the
44 north side of the Jockey Lot up to the bridge and on
45 the south side, almost down to the fire station. We
46 need intersection improvements there to get the
47 traffic through safely.

48 And it has to be said that our former state
49 transportation secretary, when I called down there
50 after the third fatality in front of the Jockey Lot,

1 that dear lady came up that weekend and saw the
2 problem. That is the fastest we've ever gotten a
3 project addressed in our entire county. We've now got
4 the Cherokee Road bridge issue resolved. And the
5 Jockey Lot and Whitefield church areas resolved. But
6 coming from Cheddar crossing 29 from 20 that is
7 desperately in need.

8 So I'm counting on you to follow through with your
9 promise.

10 MATT HOGAN: Of course.

11 Yes, ma'am.

12 CINDY WILSON: So anyway,
13 I'm concerned about this. People need to know the
14 information. And I appreciate your getting
15 information out, too. But it is a standalone
16 referendum, and I believe we're going to get
17 criticized for that. And we may deserve that. But
18 there's no question the roads in this county are in
19 horrific shape and getting worse. Thank you.

20 TOMMY DUNN: We have time
21 to spare on this -- all in favor of the motion -- we
22 got a motion? We got a motion on the floor?

23 JIMMY DAVIS: We don't have
24 a motion.

25 TOMMY DUNN: Do have a
26 motion on the floor? I make the motion to move this
27 forward. Have a second?

28 JIMMY DAVIS: I'll second
29 it.

30 TOMMY DUNN: Councilman
31 Davis, Jimmy Davis seconds it.

32 Now open the floor up for -- we passed the time,
33 but anybody got anymore discussion?

34 JIMMY DAVIS: Mr. Chair, I
35 would, I would like to add something to the record, if
36 you may.

37 TOMMY DUNN: Yes, sir, go
38 ahead.

39 JIMMY DAVIS: Just for the
40 record, I want this on the record, because a while
41 back I had a -- Ms. Rita Davis and Mr. Steve Newton
42 put some data together for me, and I want to say this
43 for the record. This is neither for or against. But
44 how a typical dollar of property tax is spent in
45 Anderson County. If you had \$1, if you had 10 dimes,
46 70 cents, seven dimes would go to the schools.
47 Another 14 cents out of that dollar would go to public
48 safety. That's your Sheriff's Department, detention
49 center, EMS, fire. Another 13 cents goes toward
50 general and local government operations. That

1 includes your magistrates, your clerk of courts, your
2 parks, animal shelter, the VA, permitting,
3 registrations and elections. A lot of these were
4 required as a county by the federal government and the
5 state government that we have to fund with part of
6 that tax dollar. We don't have a choice. It has to
7 be funded. That leaves three pennies out of every
8 dollar. Three little pennies for us to fund Public
9 Works and Roads and Bridges in Anderson County.
10 That's not a lot. Three cents on the dollar is what
11 we're left to deal with. And those are the hard
12 facts, and it's tough when we have to run Solid Waste
13 and Public Works and Roads and Bridges out of that and
14 maintain what we can.

15 I just wanted to add that for the record, because
16 those are the facts. And if you look at your property
17 tax bill, it's pretty evident where the money goes.
18 And these are all admirable things to spend money on.
19 We have wonderful schools in Anderson County. We have
20 a fantastic Sheriff's Department. We have the best
21 public safety in the, in the state of South Carolina,
22 if not in the southeast. And we have to continue
23 funding those things, but it doesn't leave us with a
24 lot of money. And we have to find a way, somehow, to
25 pave 1553 miles of county roads. I mean, that's
26 almost from here to Colorado, I think. I mean, it's a
27 long way. So I just wanted to say that for the
28 record. Thank you, Mr. Chair.

29 TOMMY DUNN: Thank you.
30 All in favor of the motion show of hands. All opposed
31 like sign. Show the motion carries unanimously.

32 Moving on to item number 9(a), 2025-029, a
33 Resolution expressing intent to cease county
34 maintenance on and to authorize county consent to
35 judicial abandonment and closure of a portion of
36 Mitchell Road designated as C-06-0010; and other
37 matters related thereto. I believe this is in Ms.
38 Wilson's district.

39 CINDY WILSON: Yes, sir.
40 Shall I address this?

41 TOMMY DUNN: Yes, ma'am.

42 CINDY WILSON: This has a
43 long history, and it's tied to the reconfiguration of
44 Bowlan Road, Mitchell and Old Williamston, and it goes
45 back to Secretary Hall coming up here and seeing the
46 problem. The church has given right-of-way to change
47 Bowlan Road, and the Jockey Lot has agreed to reduce
48 their number of entrances, and some other landowners
49 have participated too. It's been a very gratifying
50 effort working with the landowners and SCDOT and ACOG

1 to get those improvements underway.

2 The church had wanted to close a portion of
3 Mitchell Road in front of their church. They had a
4 Jeep come through the front door just about a couple
5 of years ago. And people speed down there trying to
6 cut off going to the traffic -- through the traffic
7 light. Long story short, in working with everybody,
8 with the fire department, the church and the Jockey
9 Lot, and everybody, they've come up with planning to
10 close Mitchell as this project has -- is ready to be
11 implemented. There will be a traffic light out in
12 front of the Jockey Lot, and that's supposed to come
13 pretty quickly. Chief Ables is communicating with the
14 church. And while they own most of the property on
15 Mitchell Road now, and they have the petition where
16 everybody agreed to close it, they're going to leave a
17 channel of the road open with some landscaping to kind
18 of obscure it as a thoroughfare. But this will enable
19 the fire department to get through that area when the
20 traffic's backed up on 29.

21 So this seems to be a sensible, amicable way to
22 resolve that issue. And again, it was a large cast
23 getting this put together, and we appreciate
24 everything. So I will make the motion that we put
25 forth this resolution to cease county maintenance on
26 Mitchell Road and let these other agreements take
27 place on the side.

28 Mr. Thayer is going to go over to the court and
29 make sure that follows through, because all we can do
30 is agree to cease maintaining. The actual closure has
31 to go through the court.

32 TOMMY DUNN: Thank you.

33 CINDY WILSON: So there you
34 go. Thank you.

35 TOMMY DUNN: Ms. Wilson

36 makes the motion. Have a second?

37 BRETT SANDERS: Second.

38 TOMMY DUNN: Second by
39 Councilman Sanders. Any discussion? Councilman
40 Elgin.

41 GREG ELGIN: Mr. Thayer, I
42 know you're just up there, but for what she was
43 talking about, I know there was a concern from Chief
44 Ables about if it was closed later on, instead of just
45 that thoroughfare, can you explain the other side of
46 that so we can kind of make sure there's some kind of
47 writing in there, or something on the record that
48 later on down the road, should this happen, that there
49 is a -- something that the fire department and the
50 church could do to work together on that?

1 JORDAN THAYER: So what Ms.
 2 Wilson was saying is correct, we will go across the
 3 street and go to court to get the final order. And
 4 when we do that process, we'll include Chief Ables to
 5 make sure his understanding is what our understanding
 6 is. And if he has any disagreements or anything,
 7 they'll be a part of that closure hearing. It's a
 8 public hearing, and I'll make sure they're notified
 9 and a part of the process. So in response to you and
 10 his letter, I think that his concerns will be dealt
 11 with. The appropriate place to deal with those are in
 12 the courthouse and not in this resolution.

13 GREG ELGIN: Yeah, and I
 14 just wanted to make sure we -- he had some
 15 representation on that other side, just in case.
 16 Again, you know, stuff changes. People at the church
 17 change. People at Fire Department are going to
 18 change. So just to know that they should come
 19 together before anything happens, to at least discuss.

20 JORDAN THAYER: We'll make
 21 sure there's a common understanding before we go over
 22 there and give them enough time to object to it if
 23 it's necessary.

24 GREG ELGIN: Okay, that's
 25 fine. Thank you, sir.

26 JORDAN THAYER: Thank you.

27 TOMMY DUNN: All in favor
 28 the motion. All opposed like sign. Show the motion
 29 carries unanimously.

30 Moving on to the next item on the agenda. Before
 31 we go into executive, I also want to just point out
 32 very -- I know staff, the whole -- Matt Hogan, Mr.
 33 Burns and staff done a great job. But Ms. Sprague is
 34 here, and she's headed this thing up too, sitting up
 35 front. She done a great job working for us. And I
 36 want to thank y'all for all what you've done.

37 Do we have motion to go into Executive Session to
 38 take legal advice on the Hattons Ford rezoning appeal
 39 and also the settlement of the opioid defendants.

40 CINDY WILSON: So moved.

41 TOMMY DUNN: Have a motion
 42 by Ms. Wilson; second by Councilman Jimmy Davis. All
 43 in favor of the motion show of hand. All opposed like
 44 sign. Show the motion carries unanimously.

45 We'll step back here in the back. Be back
 46 shortly.

47 **EXECUTIVE SESSION**

48 TOMMY DUNN: ... executive
 49 session.

50 CINDY WILSON: Mr. Chairman,

1 may I make the motion that we come out of executive
2 session, having received legal advice regarding the
3 following matters subject to attorney-client
4 privilege:

- 5 a. Hattons Ford rezoning appeal following
- 6 mediation
- 7 b. Settlement with Opioid Defendants
- 8 c. Action to follow from our executive session
- 9 No action taken in executive session.

10 TOMMY DUNN: Thank you.

11 Do I have a second?

12 GLENN DAVIS: Second.

13 TOMMY DUNN: Second by
14 Councilman Glenn Davis. All in favor of the motion
15 show of hands. All opposed like sign. Show the
16 motion carries unanimously.

17 On item action (c), first reading, Ordinance
18 2025-027, an Ordinance to amend Ordinance #99-004, the
19 Anderson County Zoning Ordinance, as adopted July 20,
20 1999, by amending the Anderson County Official Zoning
21 Map to rezone 4.72 +/- acres from Residential
22 Agricultural (R-A) to Single-Family Residential
23 District (R-20) on a parcel of land, identified as the
24 Fork No. 2 Precinct as addressed on Hattons Ford Road,
25 Townville, SC. The parcel is further identified as
26 TMS #18-04-07-001.

27 Do we have a motion to move this forward?

28 BRETT SANDERS: So moved.

29 JIMMY DAVIS: Second.

30 TOMMY DUNN: Motion by
31 Councilman Sanders; second by Councilman Jimmy Davis.
32 Open the floor up for discussion. Hearing none, all
33 in favor of the motion. All opposed like sign. Show
34 the motion carries unanimously.

35 We'll have a second reading on this when the times
36 comes up.

37 Moving to item number 2, consideration of
38 settlement agreement in opioid litigation. Do we have
39 a motion?

40 BRETT SANDERS: Mr. Chairman,
41 I'd like to make a motion to accept the national
42 settlement with Sandoz, Inc. and opioid litigation and
43 to authorize the Anderson County Administrator and the
44 Anderson County attorney to execute any necessary
45 documentation regarding acceptance of this settlement.
46 The overall settlement is in the amount of 99,500,000.
47 Anderson County's share will be 294,144.71, which must
48 be spent on approved opioid related projects and
49 issues. Put that in form of a motion, sir.

50 CINDY WILSON: Second.

1 TOMMY DUNN: Have a motion
2 by Councilman Sanders; second by Council Lady Wilson.
3 Any discussion?
4 CINDY WILSON: May I, Mr.
5 Chairman?
6 TOMMY DUNN: Ms. Wilson.
7 CINDY WILSON: If Mr. Burns
8 wouldn't mind explaining some of the avenues that the
9 funds are used to help the drug issues in the county
10 with opioids. He's worked really hard to -- along
11 with the sheriff and other parties, and I think that
12 is very important for our people to know.
13 RUSTY BURNS: We support
14 several groups, AnMed, Shalom House, the Bridge
15 Center, Play Safe, all of these. There's a copy of
16 this at every Council person's box that tells you in
17 detail what all we've done with the opioid money. And
18 I also have a lot of copies, if anybody in the public
19 would like one that explains all of this also.
20 But we've been able to help a lot of people.
21 We've been able to work with the detention center.
22 We've been able to help mothers get off drugs before
23 they give birth. We're also helping mothers who
24 didn't get off drugs before they gave birth before.
25 We're helping them. But it's all detailed in that
26 report that I gave you, chapter and verse and the
27 amount of money that we've spent.
28 TOMMY DUNN: Thank you.
29 Anyone else? All in favor of the motion show of
30 hands. All opposed like sign. Show the motion
31 carries unanimously.
32 Moving on to item number 11, our chairman of
33 Finance, Councilman Sanders, on transfers.
34 BRETT SANDERS: Thank you,
35 Mr. Chairman. I think it was all in everyone's
36 packet. Ms. Rita Davis is here as well. But
37 basically what it was, was an oversight that entered
38 1500 instead of 15,000 and it is for the chemicals for
39 the forensic lab. And basically all this is going to
40 do is to correct the error and allow for continued
41 operations and forensics. Put that in form of motion,
42 sir.
43 CINDY WILSON: Second.
44 TOMMY DUNN: Have a motion
45 by Councilman Sanders; second by Ms. Wilson. Open the
46 floor up for discussion.
47 BRETT SANDERS: Mr. Chairman,
48 I'm just glad it wasn't 15,000 and we left off a zero.
49 TOMMY DUNN: Anymore
50 discussion? All in favor of the motion show of hands.

1 All opposed like sign. Show the motion carries
2 unanimously.
3 Moving on now to item number 12(a), bid number 25-
4 033, Green Pond Landing Amphitheater Power and
5 Lighting Project. Do we have a motion on the floor?
6 CINDY WILSON: So moved.
7 TOMMY DUNN: Motion Ms.
8 Wilson. Do we have a second?
9 GLENN DAVIS: Second.
10 JIMMY DAVIS: Second.
11 TOMMY DUNN: Second by
12 Councilman Glenn Davis. Open the floor up for
13 discussion. All in favor of the motion show of hands.
14 All opposed like sign. Show the motion carries
15 unanimously.
16 We're going to move on now to item number (b),
17 Change Order ACTC Project #133. Do we have a motion?
18 GREG ELGIN: So moved.
19 TOMMY DUNN: Motion by
20 Councilman Elgin. Do we have a second?
21 GLENN DAVIS: Second.
22 TOMMY DUNN: Second by
23 Councilman Glenn Davis. Open the floor up for
24 discussion. All in favor of the motion show of hands.
25 All opposed like sign. Show the motion carries
26 unanimously.
27 Moving on to item number 13, requests by Council
28 members. And I think we have a couple tonight. We'll
29 start off with Councilman ---
30 RUSTY BURNS: Mr. Chairman?
31 TOMMY DUNN: Yes.
32 RUSTY BURNS: If I might,
33 two things, f and g have been removed. They are not
34 for consideration tonight.
35 TOMMY DUNN: G has been
36 moved too? I know f had.
37 RUSTY BURNS: And G, ASEC,
38 all districts, that's been removed too. Those two are
39 not up for funding tonight. And I also might add that
40 Dr. Smith is now the new mayor of Honea Path.
41 TOMMY DUNN: Congratulations, Dr.
42 Smith, Chief Smith.
43 JIMMY DAVIS: Did you say a
44 had been removed, as well?
45 RUSTY BURNS: No, sir, just
46 f and g.
47 TOMMY DUNN: F and g.
48 BRETT SANDERS: Oh, f and g.
49 Okay.
50 RUSTY BURNS: Yes, sir.

1 TOMMY DUNN: Okay.
2 CINDY WILSON: G is taken
3 off?
4 TOMMY DUNN: F and g have
5 been removed.
6 CINDY WILSON: All right.
7 Got you.
8 TOMMY DUNN: Let's go
9 through this. I had a discussion earlier with a
10 couple of Council members and the Clerk of Court to
11 make it clear for the record.
12 Groups and organizations ask for this. It's
13 501(c)(3), supposed to be, and you're supposed to turn
14 in receipts. That's going to be closely monitored,
15 which it has been and will continue to be. And also,
16 some groups, you've got a form to fill out and it's
17 supposed to be spelled out what these funds are for;
18 not just for operations. More detailed.
19 And Ms. Watts, our Clerk to Council, is going to
20 make sure she condones that information and if it's
21 not filled out right, it can be more detailed so we'll
22 know what this money is going for. In saying that,
23 Councilman Jimmy Davis.
24 JIMMY DAVIS: Thank you,
25 Mr. Chair. If I may, I will combine these in the form
26 of one motion.
27 TOMMY DUNN: Yes, sir.
28 JIMMY DAVIS: From the
29 District Six appropriations account I would like to
30 appropriate to Celebrate Special Families \$200;
31 The Zone Services, Inc. \$250; Anderson County Foster
32 Parent Association \$200; JBECO \$200; Anderson Free
33 Clinic \$200. I made that in the form of a motion.
34 CINDY WILSON: Second.
35 TOMMY DUNN: I have a
36 motion by Councilman Jimmy Davis and second by Ms.
37 Wilson. Any discussion? All in favor of the motion
38 show of hands. All opposed like sign. Show the
39 motion carries unanimously.
40 Moving on to Councilman Sanders.
41 BRETT SANDERS: Thank you,
42 Mr. Chairman. If I may, I'd like to combine these in
43 the form of one motion. Out of District Four's
44 special appropriations account, \$200 Celebrate Special
45 Families; The Zone Inc. 250; Anderson County Foster
46 Parent Association 200; JBECO 500; Anderson Free
47 Clinic 200; and the Iva Recreation Association, which
48 I believe is softball, and it's considered everyone's
49 district. There's a lot of people in all districts
50 playing in there. I'd like to do 1000 to them. I put

1 that in form of a motion, sir.
2 CINDY WILSON: Second.
3 TOMMY DUNN: Second Ms.
4 Wilson. Did they ask for a certain amount? They
5 didn't. Okay.
6 RUSTY BURNS: Six thousand.
7 TOMMY DUNN: Six thousand,
8 okay. Ms. Wilson seconds that motion. Any
9 discussion? All in favor of the motion show of hands.
10 All opposed like sign. Show the motion carries
11 unanimously.
12 Councilman Glenn Davis.
13 GLENN DAVIS: Thank you,
14 Mr. Chairman. Out of District Two's special
15 appropriations account, I'd like to do 500 to Special
16 Families; 2000 to The Zone; Anderson County Foster
17 Parent 500; JBECO 1000; Anderson Free Clinic 200; Iva
18 Recreation Association 500. Put that in the form of a
19 motion, sir.
20 CINDY WILSON: Second.
21 TOMMY DUNN: Have a motion
22 by Mr. Davis, Mr. Glenn Davis; second by Councilman
23 Elgin. Any discussion? All in favor of the motion
24 show of hands. All opposed like sign. Show the
25 motion carries unanimously.
26 Councilman Elgin.
27 GREG ELGIN: Thank you,
28 Mr. Chairman. If I can I want to combine all of these
29 into one, also, please, sir. From District Three
30 appropriations account, 250 to Celebrate Special
31 Families; The Zone 250; Anderson County Foster Parent
32 Association 500; JBECO 750; Anderson Free Clinic 250;
33 Iva Rec 1,500; and Belton Area Museum 1,000. Put that
34 in the form of a motion.
35 CINDY WILSON: Second.
36 TOMMY DUNN: Have a second
37 by Ms. Wilson. Any discussion? All in favor of the
38 motion show of hands. All opposed like sign. Show
39 the motion carries unanimously.
40 Moving on to Councilman Sullivan.
41 CHRIS SULLIVAN: Thank you,
42 Mr. Chairman. I would like to put all of this in the
43 form of one motion. From District One appropriation
44 account, Celebrate Special Families \$500; The Zone
45 Services, Inc. 750; Anderson County Foster Parent
46 Association 500; JBECO 500; Anderson Free Clinic
47 Festival of Trees 500; and Iva Recreation Association
48 500. Put that in the form of a motion.
49 CINDY WILSON: Second.
50 TOMMY DUNN: Have a motion

1 by Councilman Sullivan and second by Councilman
2 Sanders. Any discussion? All in favor of the motion
3 show of hands. All opposed like sign. Show the
4 motion carries unanimously.

5 Moving on to Ms. Wilson.

6 CINDY WILSON: Thank you.
7 In the form of one motion, District Seven would like
8 to appropriate to Celebrate Special Families \$500; The
9 Zone Services \$250; Anderson Free Clinic -- for the
10 Honea Path Free Clinic \$2,000; and Iva Recreation
11 Association for the new state champions ten and under
12 girls trip to Louisiana 250. And that in the form of
13 a motion.

14 GREG ELGIN: Second.

15 TOMMY DUNN: Have a motion
16 by Ms. Wilson; second by Councilman Elgin. Any
17 further discussion? All in favor of the motion show
18 of hands. All opposed like sign. Show the motion
19 carries unanimously.

20 From District Five's special appropriations
21 account, Celebrate Special Families 250; The Zone
22 Services 1,000; Anderson County Foster Parents 300;
23 JBECO 500; Anderson Free Clinic 500; and \$1,000 for
24 Iva Rec Association. Put that in the form of a
25 motion.

26 CINDY WILSON: Second.

27 TOMMY DUNN: Second by Ms.
28 Wilson. Open the floor up for discussion. All in
29 favor of the motion show of hands. All opposed like
30 sign. Show the motion carries unanimously.

31 GREG ELGIN: What did we
32 get to for Iva Rec?

33 RUSTY BURNS: They wanted
34 six. They've already raised nine.

35 TOMMY DUNN: What did we
36 get to?

37 RUSTY BURNS: Four thousand
38 seven hundred and fifty dollars.

39 TOMMY DUNN: Is that good?

40 RUSTY BURNS: It's not six.

41 TOMMY DUNN: Oh, they
42 needed six.

43 CINDY WILSON: That's
44 wonderful that those little girls have done so well.

45 TOMMY DUNN: They're at
46 four seven?

47 RUSTY BURNS: Four thousand
48 seven hundred and fifty dollars. Yes, sir.

49 JIMMY DAVIS: Mr. Chairman,
50 I make a motion from District Six special

1 appropriations account for \$500 to Iva Rec.
2 TOMMY DUNN: Wait a
3 minute, I had to take my shoes off. They was 1,250
4 short; wasn't they? Yeah, six. I was thinking five.
5 Mr. Davis made a motion. Do I have a second?
6 BRETT SANDERS: Second.
7 TOMMY DUNN: Second by
8 Councilman Sanders. Open the floor up for discussion.
9 All in favor of the motion show of hands. All opposed
10 like sign. Show the motion carries unanimously.
11 Councilman Elgin.
12 GREG ELGIN: Mr. Chairman?
13 TOMMY DUNN: Councilman
14 Elgin.
15 GREG ELGIN: Mr. Chairman,
16 I'd like to make a motion to amend mine from 1,500 to
17 2,000 for Iva Rec.
18 CINDY WILSON: Second.
19 TOMMY DUNN: Second Ms.
20 Wilson. Any discussion? All in favor of the motion
21 show of hands. All opposed like sign. Show the
22 motion carries unanimously.
23 How much do you lack? You lack 500? Out of
24 District Five's special appropriations account I'll
25 amend mine to give 500 more than what I originally
26 said. Have a second?
27 BRETT SANDERS: Second.
28 TOMMY DUNN: Second by
29 Councilman Sanders. Open the floor up for discussion.
30 All in favor of the motion show of hands. All opposed
31 like sign. Show the motion carries unanimously.
32 Moving on now, Administrator's report.
33 RUSTY BURNS: Nothing at
34 this time, Mr. Chairman.
35 TOMMY DUNN: Moving on
36 now, citizens' comments. When Mr. Harmon calls your
37 name, please address the chair. You have three
38 minutes. State your name and district for the record,
39 please.
40 LEON HARMON: Mr. Chairman,
41 first speaker is Mr. Bobby Simmons.
42 BOBBY SIMMONS: Good evening.
43 My name is Bobby Simmons, District Two.
44 I would like to welcome you to the 10th year --
45 Golden Year Jubilee. That's July 16, 2025 and it
46 starts at nine o'clock till noon at the Civic Center
47 in Anderson.
48 This is one of the biggest parties that we could
49 throw for our celebrating our seniors. So come out
50 and get your groove on with us. We will have our

1 collector shirt for sale for \$20 each, free fans until
2 they run out, shopping bags for the first 300 guests.
3 We will pass out our local bottle of water, chocolate
4 chip cookies baked by our seniors. They are really
5 good. Yum, yummy.

6 We also want to invite you to come by the Westside
7 Community Center for our exercise class with Kelly Jo.
8 There we will exercise on Tuesday from 8:30 to 9:30
9 and on Thursday from 8:30 to 9:30 each week at the
10 Westside Community Center. Please, please, don't
11 think that it is wrong for you to come out and
12 exercise with us in this over easy exercise classes
13 with Kelly Jo at the Westside Community Center.

14 So let us on Wednesday, get on our feet and get
15 our groove on with our line dancing boots on the
16 ground and just enjoy ourselves and have a wonderful
17 time. One, two, three, four. Boogie down with us on
18 Wednesday. Thank you very much.

19 TOMMY DUNN: Thank you.

20 Mr. Harmon.

21 LEON HARMON: Mr. Chairman,
22 next speaker is Mr. Steven Lupee.

23 STEVEN LUPEE: Steven Lupee,
24 District Seven.

25 I just want to -- I won't go over to one percent
26 sales tax. We already talked about that previously.
27 But I just want to, I guess, get a sense that in the
28 couple of weeks since the Anderson Reservoir planning
29 was approved, all the constituents that I've talked to
30 were dis in favor of it just due to the traffic. They
31 want responsible growth. You already have growth on
32 Midway Road, Crestview, both sides, townhouses, I
33 don't even think they're quarter acre lots. You're
34 going to be wanting money for schools in three years.

35 I retired on Midway Road. I left Florida for this
36 type of growth, uncontrollable growth.

37 Again, from what I can say all your constituents,
38 99 percent of them, basically, they don't want to see
39 this happen. And you -- I understand that we all need
40 money for roads and infrastructure, but there are
41 impact fees in Florida. There's impact fees in
42 Tennessee. I think if these big developers and these
43 builders come in and they're putting 1000 houses up, I
44 think they should share the cost. From what I can
45 gather from my state senator Sanders, this was brought
46 up three years ago. Looks like, let me see here,
47 maximum fee would have been \$11,208 for single family
48 homes. Impact fees we're talking about. \$7,779 for
49 multi-family units.

50 I think it's responsible that the Council and

1 Anderson County constituents sit down and hammer out,
2 say, even a one percent impact fee that is not going
3 to deter growth, people are not going to buy the
4 houses because they're buying a half a million dollar
5 house, and they're going to have to pay an extra
6 \$5,000. You want money for the roads, again, just
7 1000 homes, 2500 each for the roads, for the schools.
8 That's two and a half million dollars right there for
9 one project. Plus, I can't even figure -- I'm on
10 Midway Road, I'm looking at Crestview, I see at least
11 50 for sale signs with all these new houses. So I
12 just -- I would like the Council and everybody just to
13 discuss this going forward. You're not going to have
14 this growth -- you can't even, you can't even ---

15 LEON HARMON: Time, Mr.
16 Chairman.

17 STEVEN LUPEE: --- figure
18 out the roads right now.

19 TOMMY DUNN: That's time.

20 STEVEN LUPEE: Yes, sir.

21 Thank you very much.

22 TOMMY DUNN: Yes, sir.

23 Mr. Harmon.

24 LEON HARMON: Mr. Chairman,
25 no one else has signed up.

26 TOMMY DUNN: Moving on to
27 comments from Council members. Ms. Wilson.

28 CINDY WILSON: Where do we
29 start? Growth is a multi -faceted, multi-
30 jurisdictional issue. It's far more than our county.
31 We have made some efforts. I'm looking forward to
32 CodeRight helping us to get our development standards
33 in a more sensible, orderly fashion, and making
34 whatever improvements we can.

35 The issue at Crestview Road is the city busted our
36 zoning and annexed out, and they've got a terrible
37 development plan. They mass graded. They ruined the
38 streams and neighbors' property with the flooding and
39 all. It's very easy to see. They did it all ahead of
40 getting the roads worked on that we had been trying to
41 get in place for a number of years.

42 But it's going to be incumbent on our citizens to
43 get involved with us, especially going forward with
44 the comprehensive land use mapping and planning
45 efforts for each precinct in our county. And then we
46 need to have all of our elected people at every stage
47 and appointed working with their respective precincts
48 to come up with a product that can be a good
49 reflection of where we want to be in 20 years and how
50 we plan to get there.

1 I know our 2016 comp plan was more of an inventory
2 of what we had and didn't really adequately express
3 where we wanted to go. So this comp plan is very
4 important.

5 So let's all get together and get this hammered
6 out. Thank you.

7 TOMMY DUNN: Thank you.
8 Councilman Sullivan.

9 CHRIS SULLIVAN: Thank you,
10 Mr. Chairman. It seems to me the only thing on
11 everybody's minds around Anderson County is the roads
12 right now. We can't move forward until we deal with
13 the roads. This past week, my wife, she's from
14 Mobile, Alabama, and we spent the week down there.
15 Baldwin County. And my sister-in-law has a store down
16 there. I checked the receipt to see what their taxes
17 were, and Bama has a -- Alabama has a four percent
18 sales tax to the state. The county has a three
19 percent sales tax down there, and the municipalities
20 all had two percent sales tax. It covers the road,
21 covers humane -- the dogs, the pets, the sewer,
22 everything. And I kind of asked around what people
23 thought of that. Nobody even knows the Council down
24 there. Nobody knows the name of a Council member down
25 there. I'm like, well, back home it's pretty vicious.
26 We get called crooks and called everything else you
27 can get called on a regular basis, and it's okay, it's
28 just on Facebook. They're crooks, whatever. But I
29 would just like to encourage the tone to be a little
30 more civil. All I want is the facts to be out there.
31 I see so much misinformation.

32 But different counties, different states, do it
33 different ways. You know, hopefully we can work
34 something out and get the roads dealt with this
35 November. Because I don't know the next option. I
36 don't know what other options, but I don't think we
37 can move forward until we deal with the road situation
38 in Anderson County. That's all I have.

39 TOMMY DUNN: Thank you.
40 Councilman Elgin.

41 GREG ELGIN: Thank you,
42 Mr. Chairman. I'll make this real quick.
43 Congratulations to the Starr-Iva Rec. We had two
44 teams, 12 and under, 10 and under, they're going to
45 all star championships in Louisiana. So
46 congratulations to them. Those girls and parents are
47 going around, working their tails off to raise money.
48 They're going store to store, house to house, knocking
49 on doors. So they're doing their part. So we're glad
50 to be able to help them.

1 best way for counties in South Carolina to do things.
2 It's great for other governmental associations like
3 school districts, but as far as the counties, you've
4 got to be pretty creative. And we need some help from
5 our delegation members to maybe -- we can go down to
6 Columbia and work to change some of that to not kill
7 the people that are already here.

8 So I'm sorry he left. I wish he had stayed. I
9 would love to talk to him some more about it. But ...

10 A lot of great things going on in Anderson County.
11 We unveiled a new flag drop-off box at the
12 Powdersville library yesterday. I thank Mr. Burns and
13 his staff. And I was just sitting here looking, the
14 curtains are gone. I just noticed the curtains are
15 gone. So I'm not scared of somebody coming out with a
16 gun through those curtains anymore. It looks good up
17 there.

18 Thank you, Mr. Chair.

19 TOMMY DUNN:

Thank you.

20 I just want to echo what Mr. Davis said about the
21 impact fees, soon to be a catch word. Need to study
22 what the impact fees in South Carolina are and how
23 they can be used, where they can be used and how quick
24 they've got to be used.

25 Second thing, Mr. Sanders, me and him was talking
26 the other day, and he's got a pretty good idea. I
27 would like to try to work on it and see if we can't do
28 something along them lines. I think if we can get
29 this done it would help Anderson County tremendously.

30 And one other thing I'd just like -- you know, a
31 lot of times, what it is, like this fellow here
32 tonight upset. I also want to say, he needs to check
33 his records because I can promise you, Anderson County
34 is not one of the highest taxes in the southeast. You
35 can check it. Not even in the state of South
36 Carolina.

37 But it's sort of funny sometimes, some of the
38 people -- and we do have growing. Keep talking about
39 Midway Road over there, I agree 100 percent. I ain't
40 passing the buck, but that was the city of Anderson.
41 I wish we could stop it. That's another annexation
42 thing that shouldn't be the way it is. But the big
43 thing is, a lot of these people that's hollering about
44 the growth, I look around, I'm 62 years old, they
45 wasn't here back then. 28 Bypass was a two-lane
46 highway and Dixon Road, that guy has been living here
47 a year and he's complaining about growth, from
48 Florida. Why do you think we've got growth? People's
49 moving in here. I'd say this is one of the best kept
50 secrets in the world, Anderson County. Well, it ain't

1 no secret no more. We are one of the best, top
2 retirement communities in the country, especially in
3 the southeast. People are coming. They've got to
4 have some things.

5 But also, too, and people always forget about
6 this, is affordable housing. And I'm not talking
7 about government housing. I got on Council 18 years
8 ago, or 17 years ago. I wanted people to be able to
9 get a good job and not have to leave Anderson County.
10 And I think we've worked pretty hard and been pretty
11 successful doing that.

12 The other thing is, I don't want to price them out
13 where they can't buy a house. And I'll beg to differ.
14 He says \$5 thousand ain't going to stop somebody from
15 getting a house. Nobody else has got money, but a
16 starter home, somebody trying to start out with that
17 \$5 thousand, keep them from starting out and trying to
18 start a family, go to the bank and see what they do to
19 you.

20 Appreciate y'all.

21
22

(MEETING ADJOURNED AT 7:59 P.M.)

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
AUGUST 19, 2025

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
CHRIS SULLIVAN
GLENN DAVIS
GREG ELGIN
BRETT SANDERS
JIMMY DAVIS
M. 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 to order of August 19th. I want to welcome
4 each and every one of y'all here tonight, and thank
5 y'all for coming and participating in your local
6 Anderson County government.
7 At this time I'll ask the Honorable Glenn Davis if
8 he'll lead us in the invocation and pledge of
9 allegiance. If we'll all rise, please.
10 GLENN DAVIS: Let us pray.
11 **INVOCATION AND PLEDGE OF ALLEGIANCE BY GLENN DAVIS**
12 TOMMY DUNN: Moving on to
13 item number 3, approval of the July 24, 2025 meeting.
14 Any corrections to be made to those? Do we have a
15 motion to move it forward?
16 CINDY WILSON: Move to accept
17 the meeting minutes of July 24th.
18 TOMMY DUNN: Ms. Wilson
19 makes the motion; Mr. Sullivan seconds it. All in
20 favor of the motion show of hands. All opposed like
21 sign. Show the motion carries unanimously.
22 August 5th, any corrections to be made to those
23 minutes?
24 CINDY WILSON: I found none,
25 so make ---
26 TOMMY DUNN: Anyone make the
27 motion to move them forward? Councilman Glenn Davis
28 makes the motion to move them forward. Have a second?
29 GREG ELGIN: Second.
30 TOMMY DUNN: Second
31 Councilman Elgin. All in favor of the motion show of
32 hands. All opposed like sign. Show the motion carries
33 unanimously.
34 Moving on now to item number 3 -- I'm sorry, number
35 4. Mr. Harmon, our attorney, will call your name from
36 the sign-up sheet. Like I say, on this first go-around
37 is agenda items only. You have three minutes. Please
38 step forward and for the record, state your name and
39 district if you know that you live in, just for the
40 record. I know several, several people are here for
41 the Pine economic development thing. I just want to
42 make two things clear.
43 This Council is not here tonight voting whether
44 that company goes down there or not. It's not zoned.
45 We can't say yes or no. The property is for sale. If
46 somebody buys it, that's their right.
47 We're doing a fee in lieu of. Now whether that
48 keeps them from coming or not, if we deny it, I don't
49 know. But tonight is only the second reading of that
50 fee in lieu. We have to vote on it three times. If it

1 passes, I've got no problem meeting with the community
2 out there and making sure some facts get out. Because
3 Lord knows, there's been some whoppers going around.
4 I've had a few phone calls today. Some of them, we
5 bought the property and so on and so forth. Not going
6 to get into all of that.

7 Mr. Nelson will touch on some things tonight and
8 square it up. But that's where we're at and that's
9 what it's for. So ahead, Mr. Harmon.

10 And one other thing, I just want to say, be very
11 careful what you wish for. I've had -- this has
12 happened twice in the last couple of years, some
13 district, something we could sort of stop for fee in
14 lieu of, something from going there. And I told them I
15 said, be very careful what you wish for because this
16 property is for sale. Just like this property out
17 there, it's for sale. Somebody is going to buy it.
18 And there's some worser things. Believe me, some
19 communities wish they had it to go over with. Instead
20 of having a solar farm, they've got about 400 houses
21 coming.

22 Go ahead, Mr. Harmon.

23 LEON HARMON: Mr. Chairman,
24 first speaker is Kevin Wiles.

25 TOMMY DUNN: Not right
26 there; right there.

27 KEVIN WILES: Okay, so I'm --
28 thank you for allowing me to speak tonight, but the
29 project Pine Waste Facility, I feel that this location
30 is not the proper place for such a facility surrounded
31 by such a beautiful farmland. There are possible
32 health risks, soil and water concerns and a detriment
33 to surrounding property values. Nobody wants to live
34 near a waste facility, and no one wants to farm near
35 one either.

36 But most of all, today, I want to speak and
37 emphasize on the lower quality of life of people in
38 that area, specifically by the heavy truck and semi
39 traffic that it would bring. I put in some directions
40 from different places to this facility or proposed
41 facility on Google Maps, and a lot of them would take
42 you down Whitehall Road, New Hope Road, Dobbins Bridge
43 Road. White Hall Road is already crippled with
44 traffic. New Hope Road, which is where I live, and
45 I've seen a great increase in commercial vehicles going
46 down that road.

47 Now, this -- now I do, I do fear a continued
48 misuse of New Hope Road. The character of that
49 street with its residences and churches and farmland is
50 being abused and will be into the future with future

1 schemes and developments and maybe even high density
2 and multi-family and maybe even industrial growth in
3 areas down the street or to be accessed by New Hope
4 Road as a cut-through. New Hope Road is not a highway,
5 but it's being used like one, and it is grossly under
6 patrolled for speeders and the like.

7 Now I propose two things to protect this area.
8 Number one, and I have the petition in my hands right
9 now to protect this area: Zoning, a petition for
10 zoning of the Center Rock district. I ask that anyone
11 interested see the Facebook page called Anderson County
12 Center Rock voters in favor of zoning on Facebook, the
13 petition has begun.

14 Number two, a no through-trucks designation, as
15 this street is not suitable for loud 18 wheelers and
16 dump trucks. There are homes close to this. I believe
17 that an emphasis should be on people's lives that live
18 here instead of non-stop growth that never ends.

19 LEON HARMON: Time, Mr.
20 Chairman.

21 TOMMY DUNN: Thank you.
22 Mr. Harmon, next.

23 LEON HARMON: Next speaker is
24 Carol Green.

25 CAROL GREEN: My name is
26 Carol Green. I live at 341 Old Brickyard Road, and
27 have lived there since 1986. So I'm an antique.

28 And I'm speaking about the Acorn Glen project.
29 We've been to the Planning Commission quite a few
30 times, and there are quite -- a bunch of neighbors that
31 are all very much opposed to this. And it has -- was
32 voted down, actually, by the Planning Commission twice.

33 And there are quite a few reasons. My husband
34 wanted me to make sure that everybody was aware of the
35 drainage problems. We had the county sewer line put in
36 down that property and coming around our property. We
37 have two borders that border this property. And we had
38 to berm -- put a berm up because the water coming from
39 that area after they put the sewer line in, was running
40 under our house, so that is a really big problem.

41 And then there's -- we're not opposed to new
42 construction in that area. We have two roads that are
43 pretty close to us. We've had probably 20 houses built
44 in the last 15 years. Some of them as recently as
45 right now. But we do not like the fact that these are
46 high density properties. We especially were against
47 the subdivision because it was going to change so much
48 of the drainage system.

49 But also my biggest concern is that it's going to
50 change the whole character of the neighborhood. This

1 is an area that has been semi rural. There are three
2 horse farms on that road. And people move here from
3 other areas to be out in the country, they call it now,
4 but it's really not country. And that's -- when you
5 start putting in these high densities, like this
6 townhouse deal, which is 48 townhouses on really 13
7 acres, not 14, that's going to change everything.

8 I wanted to point out that one of the residents
9 couldn't be here tonight, Thompson Smith, and he sent
10 you guys a -- an email, and he said in the email that
11 he didn't understand how going from a proposed 30 house
12 residential to a 48 number of townhouses would have
13 been an improvement. And his concern was that, because
14 this is going to be commercial, we're going to have a
15 lot more transient population. And of course, most all
16 of us know that anytime you have that, you have a
17 higher crime rate. He was concerned especially about
18 the infrastructure, because Rogers Road has a creek,
19 it's actually a culvert where a creek ---

20 LEON HARMON: Time, Mr.
21 Chairman.

22 TOMMY DUNN: That's time.
23 Sorry. Mr. Harmon.

24 LEON HARMON: Mr. Chairman,
25 next speaker is Freddie Dooley.

26 FREDDIE DOOLEY: --- listening
27 to my concern tonight. I'm a lifelong member --
28 Freddie Dooley in Anderson County -- and my concern is
29 on the Pine project.

30 My main concern, and I'm just at the beginning of
31 asking questions as to what this thing is going to be,
32 but my concern is the quality of safety, because I have
33 breathing problems, and I live close to there. And I
34 don't have all the information on this project, but if
35 they're going to be burning trash, if that's the case,
36 then I'm -- my flag goes up, and I'm concerned about
37 that.

38 For one reason, I have to choose when I can even go
39 in the yard to breathe for the humidity, and if
40 someone's burning smoke or cooking out, I have to stay
41 in the house. The other thing is, you know, we've got
42 a thriving community out there. It's just beginning to
43 grow. Just down past me on Wild Hog -- I mean, new --
44 Old Webb Road, you've got a lot of older people lives
45 in apartments, you know, down by Roberts Church. And
46 the apartments are by the golf course there.

47 And that's my concern, is if they -- if this is a
48 new company, then I just -- we need to know more about
49 it for the safety. And the roads are a big concern
50 too, because that Dobbins Bridge Road couldn't take too

1 many 18 wheelers going in and out, and especially, you
2 know, White Hall Road. But that's my biggest concern,
3 is the safety, if this is going to be a plant that's
4 going to be burning trash, and the quality, in my
5 opinion, and we've already got, you know, the gun range
6 there, and it's kind of loud and, you know. But we
7 live in the country, we expect noise, you know. But as
8 far as the safety of that, that's my biggest concern,
9 is we need to know more about it, the company that's
10 coming so we can see if it's going to be safe.
11 Because, in my opinion, it should be further out if
12 they're going to be doing stuff like that, somewhere,
13 you know, out in a little bit, little bit less
14 population, because there's a lot of houses being built
15 out there now, down 187, just, you know, a lot of
16 construction.

17 Of course, you know, the other side of town's got a
18 lot too, but this, this side -- west side is starting
19 to grow. I don't know if people's noticed that. But
20 it's like Tommy said, you know, be careful what you
21 wish for. But if I had to wish for 400 houses next to
22 me or to breathe, I'd have to say I'd rather not have
23 that there. But hopefully we don't get to 400 houses
24 too. But you never know. But I appreciate you
25 listening to me.

26 TOMMY DUNN: Mr. Harmon.
27 LEON HARMON: Mr. Chairman,
28 next speaker is Anna Thurston.

29 ANNA THURSTON: My name is Anna
30 Thurston, and I've lived on Rogers Road all my -- on
31 and off all my life. I've been in the house I'm living
32 in now for 45 years, and it's on Rogers Road.

33 And we are concerned about the families that's
34 moving in. There's been five or six people moved in,
35 but they spreaded their houses out till it didn't
36 change our way of life. We could still get up -- still
37 walk on our road for exercises. We could still --
38 wasn't scared to back out of our driveways. We wasn't
39 scared of somebody breaking in our houses.

40 But since they put the other housing development
41 in, we've been having to watch pretty close, because
42 there's been a lot of stuff going on around there that
43 we've seen people coming in our yards.

44 And -- but it's always been farmland, and we want
45 to keep it that way. But they throw trash out on our
46 road. They -- and our road is in a bad shape. It's
47 got potholes and all kind of stuff that -- the
48 shoulders of the roads are busted up. You can't drive
49 down our road that you don't -- I mean, we're liable to
50 cause our tires to go flat the way the roads are.

1 But Fox Carolina done a piece on the road in '23 on
2 account of Thompson Smith. And I've got a copy of the
3 paper that Carolina Fox did. They, they gave me
4 permission to copy this off. But with these townhouses
5 going over there, that's going to be more people over
6 there, going to be more people. And if they rented out
7 -- we had a trailer park in front of our house that we
8 had a bunch of hoodlums lived over. There was always
9 drugs, drinking and fighting. And if they put these
10 townhouses in there and they're rented, that's what
11 we're going to get in our community again, on our road
12 again. And we just don't want to accept that. We
13 think that there ought to be a stop put to it, to the
14 townhouses going in because of all this stuff.

15 Now, the new housing development they put over
16 there hasn't caused us too much trouble. We found some
17 of them, and they've had two or three wrecks on there.
18 And the road we live on, I got in touch with the State
19 Highway Department, and they told me they had been 58
20 wrecks on Rogers Road and number 8 Highway in the last
21 couple of years. So there's always -- and there's been
22 four wrecks right on our road that we live on, people
23 flying and not paying attention where they're going.

24 LEON HARMON: Time, Mr.
25 Chairman.

26 TOMMY DUNN: Thank you.
27 Thank you, ma'am. Mr. Harmon.

28 LEON HARMON: Next speaker is
29 Scott Abbotson.

30 SCOTT ABBOTSON: Good evening,
31 County Council, Tommy. This is in reference to item
32 number 8 on your agenda, the 2025-28.

33 Two years ago, the area residents asked both the
34 Planning Commission and the County Council to deny the
35 rezoning of a 35 acre property due to the negative
36 impact on our area. With the help of our District Five
37 Council member, Tommy Dunn, area residents and the
38 current property owners that is being represented by
39 Johnny Reed, along with the Planning and Development
40 Department for the county, had three meetings to
41 discuss the impact of its rezoning.

42 Johnny Reed had stated publicly that the owners are
43 in agreement to build a nice community that will have a
44 positive impact on the area with the approval of County
45 Council. The owners of the property are asking for our
46 input into this plan. We welcome this and only having
47 a few concerns.

48 Number one, on Pine Lane to making sure there's no
49 entrance and exit from the finished development and
50 also no construction vehicles. Number two was to have

1 some nice buffering along Pine Lane from the Hurricane
2 Road down to a designated ravine and tree area that is
3 also part of the core area for the -- Lake Hartwell.
4 And number three, designating the ravine and tree area
5 a natural ecological and environment exemption, which
6 also may benefit the owners by getting some tax
7 benefits so this will -- this never gets touched, and
8 allowing a natural drainage into the Lake Hartwell.
9 And we ask only for it to be a detention basin, because
10 retention basins turn nothing into nothing but a big
11 mosquito trap.

12 My last point of discussion is seeing a countywide
13 format where the properties to be considered for any
14 type of development, that the developer should have to
15 -- should have to and must meet the surrounding
16 community and get input from the community, have it
17 documented and be part of a discussion by the Planning
18 Commission and County Council before anything ever gets
19 finalized.

20 By doing that, I think it'll take some pressure off
21 the Planning Commission and also off the County
22 Council. And development is good if it's done
23 correctly. Yes, property owners and developers should
24 have the right to develop their land, but not at the
25 expense or creating a negative impact on the existing
26 communities.

27 And please vote yes tonight for that rezoning and
28 thank you very much.

29 TOMMY DUNN: Thank you.

30 Mr. Harmon.

31 LEON HARMON: Mr. Chairman,
32 next speaker is Travis Dixon.

33 TRAVIS DIXON: Hello,
34 Councilmen. My name is Travis Dixon, District Five.
35 Long time resident, 30 plus years, along with my
36 family.

37 This is fresh news to me today about the Pine
38 project, but I immediately had some great concerns just
39 reading as much as I could about it. The obvious ones
40 I'm going to be echoing Mr. Dooley and Mr. Wiles, but
41 the handling of hazardous materials in such close
42 proximity to a residential area, to bodies of water.
43 I'm sure the company can probably answer most of our
44 questions as to the process of that and -- but I don't
45 know that they could ever answer questions of
46 unforeseen accidents? What does that look like when
47 one of these large vehicles transporting these
48 hazardous materials has an accident? Do these
49 residents evacuate? Is it those types of hazardous
50 materials?

1 TOMMY DUNN: Mr. Harmon.
2 LEON HARMON: Next speaker is

3 Tanis Barris (phonics).
4 TANIS BARRIS: My name is
5 Tanis Barris.

6 Residents of our community are extremely concerned
7 about the Acorn Glen subdivision that's being proposed
8 now. We have attended two Planning Commission meetings
9 voicing our concerns about 30 single family homes and
10 the Planning Commission denied this development twice.
11 Yet now, the developers intend to build 48 townhomes in
12 12 clusters of four, changing from a residential to a
13 commercial transient neighborhood on a 14 acre plot of
14 land.

15 We are worried about the impact of more people on
16 our schools, roads and water flow and drainage, which
17 could impact flooding. My husband and I have lived on
18 Colonial Drive for 43 years, and I was a teacher for 39
19 years of students aged kindergarten through college.
20 Twenty-seven of those years were in Anderson School
21 District One. Both of my sons attended our schools,
22 and one has a doctorate in pharmacy, graduating summa
23 cum laude from Carolina, and the other graduated cum
24 laude in history from Clemson. House divided. We know
25 how important class size is for students, and we
26 believe that 48 new townhouses will directly influence
27 the enrollments of Spearman Elementary, Wren Middle
28 School and Wren High School.

29 When we were looking for a home in this area, we
30 chose Anderson One because of the excellent rating of
31 the schools and the beautiful location. None of us
32 wants to see a decline in the quality of our schools.
33 Education is so important for our children and our
34 grandchildren.

35 My husband and I served on the Parents Council
36 Advisory Board of Clemson University for five years,
37 and the admissions office at Clemson has a list of high
38 performing schools in the state. The officials realize
39 that if a student attends certain high schools, he has
40 a better chance of succeeding in rigorous classes. You
41 can bet that if Clemson has a list like this, other
42 colleges do too. We believe that we should all work
43 together to ensure that Anderson School District One
44 continues its tradition of excellence. We also believe
45 that we should be good stewards of the beautiful land
46 where we live and we need to remain -- just remain. We
47 need to ensure that it remains beautiful for our
48 children and our grandchildren. They deserve it.
49 Thank you.

50 TOMMY DUNN: Mr. Harmon.

1 **INAUDIBLE COMMENT FROM AUDIENCE**

2 LEON HARMON: I'm sure I'll
3 missed some along the way here. Next speaker is Wesley
4 Scarborough.

5 WESLEY SCARBOROUGH: I'm Wesley
6 Scarborough, District Five, and I'm here for the
7 Project Pine, as well.

8 I understand we can't tell somebody not to sell
9 their land for the thing, but the tax -- we can tax
10 them at least, and not give them credits and stuff like
11 that. From what I've looked there's more failures than
12 there is success on these gasification things.

13 In Florida, it failed, and there was -- it left --
14 it was Florida and another one, it left with -- the
15 taxpayers with \$100 million worth of cleanup to do
16 after these things. There's non-failures right here.
17 One, two, three, four, five, six, seven of them had
18 emission leaks; either cyanide, mercury, regular CO2.
19 There were some other ones, too, that we as taxpayers
20 are going to have to clean up. Most of these people go
21 bankrupt, company leaves, and then it's us to clean it
22 up.

23 And so I know I can't tell the guy not to sell his
24 land and let this thing go there, but we don't need to
25 give any tax credits or tax breaks. Not alone, the
26 power it takes to run a plasma machine, and they
27 already try to tell us to cut our washing machines off
28 and our air conditioning units off because we ain't got
29 enough power. But we're supposed to now supply a whole
30 plasma plant to burn these machines.

31 So just again, we can't say don't build it, but I
32 would for sure say we don't give them any breaks. As
33 history shows, we're going to be cleaning up something
34 from different places; St. Lucia, Florida, Scotland,
35 Isles of Wight in the UK. In Germany, there was
36 explosions, corrosions, leaks, uncontrolled releases.
37 Italy, that's where they was releasing the cyanide.

38 Just, I mean, just a quick Google search on some of
39 these things, you can find where these plants are just
40 failures altogether. And I don't think we need to give
41 the company any help, because we're going to be left
42 with the backlash at Devil Forks Creek, at Reedy Creek
43 that runs into Mr. Richardson's property. And so the
44 best we can do is just not help them out any way we
45 can. Thank y'all.

46 TOMMY DUNN: Mr. Harmon.

47 LEON HARMON: Mr. Chairman,
48 I'm not sure this next name. It looks like K., initial
49 K, Saragiese.

50 K. SARAGIESE: I'm here

1 talking about the Acorn Glen.
2 Planning Commission denied that twice. My question
3 to you folks, as a retired 30 year educator and a
4 fireman, my question to you folks is, how long are you
5 going to let this uncontrolled growth go? In the last
6 two years, you've allowed 300 homes within a mile of
7 that area, a new Love's truck stop, as well as a huge
8 industrial park. You've allowed that to happen. My
9 question to you is, how long are you going to allow
10 this uncontrolled growth to continue and destroy the
11 proper life cycle, the proper -- oh, it's just
12 infuriating that you allow these cars to come and more
13 people to come, and more people to come, and more
14 people to come. Uncontrolled. 300 homes. A Love's
15 truck stop. Yet I can't bring an officer in here from
16 the sheriff, because he won't come in even though he
17 says, he said, Oh yeah, it's out of control. I can't
18 do anything about it. I can't bring a fireman in here.
19 He -- they won't come because they're afraid to stand
20 up here and face you folks and tell you how bad it is.
21 I think it's criminal. And I think the uncontrolled
22 growth that Anderson County is allowing is just that,
23 criminal.

24 And I don't think you're listening to your people
25 at all, and it's a shame.

26
27

APPLAUSE

28 TOMMY DUNN: Mr. Harmon.
29 LEON HARMON: Next speaker is
30 John Chamblee.

31 JOHN CHAMBLEE: I don't know if
32 I can top that. I'm going to try to -- I'm John
33 Chamblee. I live in Rock Mill, which is Tommy Dunn's
34 district.

35 I did bring something for my wife to read, because
36 if I was to get on a tangent, it would probably not go
37 too well. I have lived in Anderson County my entire
38 life. I guess we probably go back, I don't know,
39 before the 1700s we've been out in this area, same
40 community that I live in. I have grown up out there,
41 and I have seen Anderson County change my entire life.
42 I was telling -- it was nothing but cotton when I was a
43 little boy, from my house all the way to Centerville
44 school, nothing but cotton. This time of year they
45 sprayed cotton to kill the leaves.

46 But anyway, it's changed. And I understand that.
47 My uncle had a huge farm out there. It's gone. It's
48 gone. I understand things change, some for better,
49 some for worse. I have to tend to agree with this
50 gentleman, Anderson has gotten way out of control as

1 far as the growth. We need to ...
2 But I'm here to talk -- to ask for you to vote no
3 again on that -- for that fee in lieu of on the 2025-
4 034. My wife wrote this where I would try not to get
5 too out of -- bent out of shape, because I have been
6 known to do that in my time. But anyway -- but I have
7 lived right here in Anderson for my entire life, and I
8 care deeply about this place. It's God's country in
9 District -- out there in District Five. But I heard a
10 lady say a little bit ago that, it's really not
11 country. And no, it's not. It was country, but not
12 anymore. We're not country where I live, and it used
13 to be -- my mother, she moved from town out there, and
14 she thought she was in the boonies. We're seven miles
15 outside the ... But anyway, it's just changed. It's
16 changed in a ... But this project is on, proposed on a
17 former farm, which was some of my kin people,
18 surrounded by active farms, neighborhoods. McLees
19 Elementary School is right up the road. There's a big
20 creek, Devils Fork Creek that runs back behind there.
21 The soil, if it gets in the soil, who is going to clean
22 all that up? Who is going to clean it up? The
23 taxpayers, we're going to clean it up. That's who's
24 going to clean it up. But it'll be because we probably
25 gave them a fee in lieu of. But it's not an industrial
26 site out there. It's just -- it used to be country,
27 but it's not industrial. It's our home. It's where
28 I've always lived. It's too close to where the kids
29 are. And as you could tell, my wife wrote this, and
30 families live, and it is.

31 To trust the company, that's another thing.
32 They're out of Georgia. I think. I don't know much
33 about this. I just saw it online. It seemed like it
34 was trying to get slid in. Is what I see as it
35 happening. But if this company won't locate in
36 Georgia, why not? And why would Anderson County say,
37 yes, come here to us. We don't care where you go in
38 the county. Yeah, we're not zoned out there. But they
39 ---

40 LEON HARMON: Time, Mr.
41 Chairman.
42 JOHN SHALABY: I'm sorry, but
43 I got most of it in.
44 TOMMY DUNN: Thank you.
45 Mr. Harmon.
46 LEON HARMON: Next speaker is
47 Jessica Childers.
48 JESSICA CHILDERS: Good evening.
49 I'm Jessica Childers of District Five.
50 As a mom, local business owner and 13 year resident

1 of Public Well Road, I would like to voice my concerns
2 regarding Project Pine. I realize the agenda for
3 tonight is to consider the fee in lieu of tax.
4 However, our community has only become aware of the
5 project as a whole within the last few days. Actually,
6 for me, it was last night.

7 Some questions we have include, what is the name of
8 the company? If you Google Project Pine, Anderson,
9 South Carolina, you will not find anything come up.
10 Where is their proposal? Was the property actually
11 rezoned? How far out is this reaching? Are we burning
12 community waste or statewide? Where is the long term
13 storage of the waste slag? Transparency is key.

14 I believe there may be a better location for this
15 experimental facility. It is my understanding there
16 are only a handful of these type facilities in the US,
17 some of which have already collapsed because of lack of
18 funding and infrastructure to keep up with the
19 facilities. We already have trouble keeping up with
20 our current infrastructure.

21 I am asking -- okay, one, please make this
22 information publicly available. And I'm asking for
23 this to be tabled, to give the community time to
24 research and to have our questions answered. Thank
25 you.

26 TOMMY DUNN: Mr. Harmon.
27 LEON HARMON: Next speaker is
28 Taylor Scarborough.

29 TAYLOR SCARBOROUGH: Good evening,
30 everyone. My name is Taylor Scarborough. I appreciate
31 your time.

32 While I understand the intent of tonight's meeting
33 is very minimal concerning Project Pine, I want to make
34 my voice heard while I have an opportunity. Please
35 forgive my lack of preparedness as it was only hours
36 ago that I first heard the term plasma gasification and
37 had to quickly provide myself a rapid education.

38 I echo the sentiment of many in this room. The
39 land for which this development is proposed is a rural
40 area surrounded by residential homes and families that
41 daily live here, breathing this air, cultivating this
42 land and utilizing the water resources. I have
43 significant concerns regarding the health and economic
44 impact, as my research has shown, a significant lack of
45 data addressing the long term health benefits of these
46 types of facilities. And many industry experts have
47 voiced concern over toxic chemical emissions, creation
48 of new toxic compounds, and financial failures due to
49 high cost and unrealistic revenue expectations.

50 The Government Accountability Office and State

1 Waste Management Agencies have flagged plasma
2 gasification as financially unsustainable within the
3 United States.

4 As elected officials who are in this position to
5 carry out and support the well-being and interest of
6 your constituents, I ask that you hear what we are
7 saying, take our concerns to heart and do the job that
8 you were elected to do. We deserve more transparency,
9 clarity and honesty when it comes to the development of
10 our communities and the decisions that are being made
11 by this Council. Thank you.

12 **APPLAUSE**

13 TOMMY DUNN: Mr. Harmon.
14 LEON HARMON: Next speaker is
15 Richard Booth.

16 RICHARD BOOTH: Hi, Rich Booth,
17 Public Well Road, and if you guys ever been down it,
18 it's like a snake. Hopefully, if this thing does
19 happen, you can put some signs up, no through trucks,
20 something like that. It's already fairly busy.

21 And, yeah, I just found out this afternoon about
22 it, so I don't know all the things, but all the
23 concerns everybody else contain -- you know,
24 containment, pollution, something goes bad, what
25 happens? Evacuation. And also, nobody seems to know
26 what the name is. Is there any way you can get the
27 name out so we can look it up, research it, whatever.
28 And if you know what the projected start date and end
29 date would be, that would be extremely helpful to me,
30 if somehow we could get that information. And, yeah,
31 everybody else is doing great, so that's about it.

32 A couple of things off the trail here, but the
33 intersections, can we keep these intersections cleaned
34 up when there's accidents and stuff. Nobody seems to
35 clean the streets, and you're running over garbage,
36 popping tires, everything else.

37 And one more thing I saw in the news about adding
38 two more lanes down south towards Atlanta, and still up
39 north, we've still got two lanes. So if somebody could
40 look into that. Thank you very much.

41 TOMMY DUNN: Mr. Harmon.
42 LEON HARMON: Next speaker is
43 Cheryl Negrozza (phonics).

44 CHERYL NEROZIC (phonics): My name is
45 Cheryl Nerozic. Good try.

46 But I've lived here for 26 years. Used to live
47 next door to C.D. Chamblee. He brought me up to date
48 on what Anderson was and so forth. Unfortunately, he's
49 not here. But what I want to say is, I support all
50 these people. I just found out today -- my husband has

1 cancer, so I've been out of town a lot. Haven't been
2 keeping up. But I think a lot of people don't know,
3 not being transparent, and a lot of people, just when
4 you hear waste facility and so forth, it scares people
5 about prices of their homes, because 298 Public Well,
6 Road, C.D. did a lot of work out there to get
7 (inaudible). I'm afraid it's going to hurt the values
8 of a lot of these homes (inaudible). So these people
9 are paying good money for these homes. They don't even
10 know about it yet. So evidently, some transparency has
11 not been clarified as it should.

12 The other thing I want to say is I have worked
13 around companies that have waste (inaudible) in Georgia
14 and so forth, have (inaudible). Actually, it didn't
15 help Lake Hartwell in the beginning, either. If they
16 do it, it's left up to us to clean it up. There's no
17 such thing as a pure (inaudible). In other words, this
18 is dangerous. Waste, anything like that is dangerous.
19 And I don't think where agriculture is -- we have, you
20 know, farms out there. We have, not only cows and
21 chickens and stuff like that, but we have a lot of
22 farms that we're going to be eating that food, and if
23 that stuff gets into our land and so forth, if they
24 have a mistake -- accident, we're going to be the ones
25 to deal with it.

26 My husband has cancer, and it was caused by one of
27 those things.

28 TOMMY DUNN: Thank you.

29 Mr. Harmon.

30 LEON HARMON: Next speaker is
31 Janice White.

32 TOMMY DUNN: Ms. White?

33 JANICE WHITE: (Inaudible.)

34 TOMMY DUNN: Okay. Mr.

35 Harmon.

36 LEON HARMON: Next speaker is

37 Edward Harsey.

38 TOMMY DUNN: What was that?

39 LEON HARMON: Last name looks
40 like Harsey, H-A ---

41 TOMMY DUNN: Harsey?

42 Hanson? Okay.

43 LEON HARMON: Hanson. Sorry
44 about that.

45 EDWARD HANSON: No, you're
46 good. My handwriting's atrocious. So my name is
47 Edward Hanson. I live at 104 Public Well Road.

48 As everybody's kind of already touched on tonight,
49 I bought part of the old Chamblee farm. So if you go
50 by, you'll see the house that's being built in the

1 field there. I'm 617 yards, as I measured it earlier
2 today, from the proposed facility to my house, not to
3 mention the school that's down the road. There's a lot
4 of unanswered questions for the community as to what is
5 being placed here.

6 Ms. Scarborough, you summed it up the best so far
7 of everybody that I've heard. I don't have a whole lot
8 to add to that, other than as the representatives of
9 this community, you need to go out there and take a
10 look. I mean, we're not going to stop the sprawl
11 that's coming this way. I think we all can probably
12 agree with that as much as we would like to see it
13 stopped or slowed down. It's probably not going to
14 happen. But do we need some hypothetical disposal site
15 that we don't know how it's going to impact the
16 community long term? It's probably not the best
17 option, both for the safety of our residents and for
18 the values of the properties, the farms, the homes.

19 I would just implore you to drive by there and take
20 a look and ask yourself, if you were 617 yards away
21 from it, would you be happy if this was being built and
22 not being explained to the community? Because there's
23 nothing out there about it. I found out round about
24 through -- I don't even have Facebook. Someone shared
25 a posting, a screenshot with me, to know to be here
26 tonight. I guarantee you that if this information had
27 been out in the community, this room would have so many
28 people in it, there would be people outside, around the
29 corner here to speak with you. Nobody knows this is
30 going on. It's not fair to the members of this
31 community.

32 **APPLAUSE**

33 EDWARD HANSON: Thank you.
34 TOMMY DUNN: Let's hold it
35 down. Hold it down. Mr. Harmon.

36 LEON HARMON: Next speaker is
37 Donnie Scarborough.

38 DONNIE SCARBOROUGH: My name is
39 Donnie Scarborough, born and raised in Anderson, South
40 Carolina. Lived up and down Dobbins Bridge Road my
41 whole life, and I live on Huitt Road now, right across
42 from where this proposed site is.

43 My question is, does Anderson County need a
44 hazardous waste material plant setting in this
45 community? And if it does, why couldn't it locate --
46 why couldn't Anderson County find one in a more rural
47 area that's not surrounded by farms and residential
48 housing and that kind of thing, especially an
49 elementary school within a stone's throw away, as one
50 gentleman said earlier. But that, that's my main

1 concern. I just want to express myself. I'm not in
2 favor of it. I hope that you guys listen to the people
3 and propose not in favor of the tax and maybe try to
4 find a different location for something like this
5 coming in. I know this gentleman. He has a right to
6 sell his land for what he wants, but what's coming in
7 that we don't know about, haven't heard about, and the
8 only information we can get is what we can pull up
9 online. And right there, there's nothing in favor of
10 this plasma gasification plant coming in. There's more
11 harm than it is good.

12 So I just thank you listening to the people.

13 TOMMY DUNN: Mr. Harmon.

14 LEON HARMON: Next speaker is
15 Lynn, and I'm not sure of the last night, maybe Ferry
16 (phonics).

17 LYNN FERRY: So I echo a lot
18 what you've already heard. I think Lesley spoke to it.
19 This is a failed process. I think the community
20 doesn't know. I just found out last night. And I've
21 grown up in this area, and I own a business in that
22 area. And I'm to that -- about 2000 feet away from
23 this, and I'm not hearing about it. That's just not
24 acceptable. The communication has to go both ways.

25 My challenge to you is we need the community to
26 know. We need health data to see what the long term
27 exposures for some plasma gasification process is. If
28 you look at it, it's been failed. There's some
29 aircraft in the US military that do it so they're not
30 around an area where there's schools and people living
31 as a -- if this was your property, would you be on this
32 side? If you didn't have health studies, you didn't
33 have health data, you've seen failed processes with
34 emissions out. You have no data to support it, and you
35 haven't even communicated it to the community you're
36 going to expose.

37 Have you communicated to people that you're
38 building houses for Mr. Dunn that this is coming? Is
39 it widely known if you're building houses? I am not in
40 favor to give a tax deduction for something that is
41 failed. You can't guarantee. You have no health
42 studies for long term or short term exposures. US
43 military is using it in their transit. They move in
44 transit so they don't have long term studies in China,
45 Japan or Canada, where these things are. They don't
46 have the standard health standards, nor the
47 qualifications that we have.

48 And I'm going to challenge and walk away and say,
49 if this was your property and you were sitting there,
50 living there, would you approve something that you

1 didn't have the information to protect your -- you and
2 your family and the community?

3 **APPLAUSE**

4 TOMMY DUNN: Mr. Harmon.
5 LEON HARMON: Next speaker is
6 Lacey Duncan.

7 LACEY DUNCAN: My name is
8 Lacey Duncan. I speak as a young wife and a mother
9 that has admittedly never attended much less spoken at
10 a town hall meeting, but when it comes to the health
11 and safety of my family and my children, I cannot stay
12 quiet.

13 Mr. Dunn, you mentioned to be careful what we wish
14 for as worse things could come to this location.
15 However, I disagree. There's nothing worse than the
16 potential slow poisoning of my children. Given the
17 lack of information the members of this community have
18 received about this proposed project, I don't have much
19 or any faith that we will be informed of anything when
20 it comes to the operations at this facility, much less
21 the potential health hazards, spills or accidents.

22 My ask would be that we see beyond the dollar signs
23 and look at the little lives being affected, such as
24 the precious one behind me, his brother, and 1000s of
25 others that will be affected. It's not about the
26 effects this may have right now. I'm concerned about
27 the long term effects on our health. This is where my
28 babies breathe, play and eat. Are we banking the
29 current and future health of our families on the
30 assumption that this is not expected to harm the
31 environment?

32 On behalf of myself and every other concerned
33 neighbor in the community, I just ask that the health
34 and safety of Anderson County residents that you
35 represent would matter more than money. Thank you.

36 **APPLAUSE**

37 TOMMY DUNN: Mr. Harmon.
38 LEON HARMON: Next speaker is
39 Amanda Seawright.

40 AMANDA SEAWRIGHT: I'm Amanda
41 Seawright. I appreciate your time tonight. I've lived
42 in District Five since 2006. Married my husband and
43 moved down here. He's been here his entire life, along
44 with all of his family. We live close to the area.

45 My biggest concern is definitely safety. I can
46 reiterate everything that everybody has said here
47 tonight. I have major concerns about runoff and
48 potential emissions of dioxins and other pollutants,
49 especially being so close to our water supply, our
50 farms, our schools, our residential neighborhoods. How

1 much research has been done by Anderson County on the
2 negative impacts of plasma gasification? Where can I
3 find this research? Or are we just taking their word
4 for it?

5 I did a quick Google search today because I found
6 out about it two hours ago. I did a quick Google
7 search and found that it shows several companies within
8 the industry have lawsuits against them, one of them
9 being Inentec. And I'll read this off the website, but
10 this company has faced scrutiny regarding the
11 performance of its plasma enhanced melter equipment at
12 facilities like the Hawaii Medical Vitrification
13 Facility. Despite claims of successful commercial
14 operation, facts showed severe problems at these sites.
15 Inentec also forced challenges to its claims of
16 pollution free and closed loop technology, with its
17 president testifying under oath that these claims were
18 incorrect.

19 So I suggest we do a lot more research and we make
20 it transparent for everyone in our community. I don't
21 want this in Anderson. I'm in the process of building
22 a brand new home just down the road. I want to know
23 the impact it's going to have on my family. I want to
24 know the impact it's going to have on my property value
25 and who's going to clean up the mess? It's going to
26 happen. Equipment fails, human error occurs. Who's
27 going to clean up the mess? I want answers. Thank
28 you.

29 **APPLAUSE**

30 TOMMY DUNN:

Mr. Harmon.

31 LEON HARMON:

Next speaker is

32 Jess Nielsen.

33 JESS NIELSEN:

Thank you for

34 the opportunity to speak. My name is Jess Nielsen.
35 I'm speaking against the 48 townhomes of Acorn Glen.

36 I stand before you today not in opposition to
37 growth, but in defense of responsible growth. Our
38 schools are already over capacity. Classrooms designed
39 for 20 kids now squeeze in up to 30 kids. Teachers are
40 stretched thin. Individualized attention is
41 sacrificed, and children's learning suffer. The
42 student to teacher ratio at Anderson District One is
43 already higher than the state average, with Spearman
44 Elementary around the corner coming in at an alarming
45 17 to one.

46 Adding potentially hundreds of new residents
47 without first providing the infrastructure to support
48 them will overwhelm our already strained school system.
49 Overcrowding will negatively affect the quality
50 education that this area is known for. Research proves

1 that larger class sizes reduce the quality of
2 education, and our children will pay the price. When
3 population density increases without proper planning
4 for law enforcement and community resources, crime
5 rates often rise. Strained police departments take
6 longer to respond, more transient populations can
7 foster an environment where opportunistic crime will
8 flourish.

9 This is not fear mongering. This is a documented
10 pattern. Fire, ambulance and emergency services will
11 face increased demand. As a registered nurse and a
12 community medical volunteer, I promise you, every
13 minute truly counts during an emergent situation. A
14 single minute could be the difference between life and
15 death for one of our loved ones. Overcrowding doesn't
16 stop at our neighborhood boundaries. It follows us
17 into our emergency rooms and our clinics. We cannot
18 responsibly invite a population influx without
19 expanding our public safety infrastructure. The
20 already worn and weathered roads in our neighborhood
21 were designed for single home density, not the
22 additional vehicles generated by high density housing.
23 Overflow parking can spill into surrounding streets and
24 block driveways, reducing visibility and safety for
25 children and pedestrians. Increased vehicle traffic
26 leads to congestion and higher risk of accidents on
27 roads not built for this volume. It's just not about
28 traffic. It's also about people.

29 Property values will suffer as prospective buyers
30 turn away from crowded over built communities. Water,
31 sewer and electrical utilities may need costly upgrades
32 to handle the increased load paid by taxpayers. It's
33 not just inconvenient, it's unsustainable.

34 Growth must be strategic, supported by expansion of
35 schools, public safety and infrastructure before, not
36 after, these townhomes are built. I urge you to deny
37 this development proposal today. To approve it now
38 would be to put numbers over people and short term
39 revenue over the long term health of our community.
40 Let's choose to protect our children's education, our
41 safety and the integrity of our neighborhood. Thank
42 you.

APPLAUSE

44 TOMMY DUNN: Mr. Harmon.
45 LEON HARMON: Mr. Chairman,
46 that concludes the list of speakers.

47 TOMMY DUNN: Thank you.

48 Moving on to item number 5, discussion of townhome
49 project approval. Ms. Wilson.

50 CINDY WILSON: Thank you, Mr.

1 Chairman. First, a brief history of the comprehensive
2 land use planning and mapping of this area going back
3 to 2000. The people chose rural residential
4 agricultural land classifications.

5 Acorn Glen, the name of this project in question
6 was initially proposed as 30 houses on this 14 acre
7 tract. This tract is in the middle of small farms,
8 large lot properties, and bounded on one side by a
9 small stream and a sewer line, with narrow road
10 frontage on Rogers and Old Brickyard roads. Unzoned.

11 It appears to be primarily pasture and meadow. The
12 neighbor objected to a high density application in
13 their midst. This proposal came before the Planning
14 Commission and was turned down twice. It seems that
15 this site may have come before the Planning Commission
16 previously under a different name. I didn't have time
17 to research it.

18 My requirement of our Planning Department staff has
19 always been to notify me of any proposed project in my
20 district prior to or at time of application. Always.
21 People have questions of their elected folks, and they
22 deserve for me to know what's going on in my district.

23 Now, please consider the following. In 2022 our
24 County Council passed two readings of a townhouse
25 ordinance that required a townhouse development
26 exceeding a certain number of parking spaces and units
27 would have to go before the Planning Commission. It
28 had been allowed to just go without any review of
29 Planning Commission or us. This ordinance never saw
30 the third reading. Partly the fault of our Planning
31 and Public Works Committee Chairman, me, and our County
32 Council Chairman, Mr. Dunn. Somehow it was overlooked.

33 When our Planning and Public Works Committee
34 convened in 2025, this omission was noted, and we were
35 advised we had to start all over. Our Planning and
36 Public Works Committee met on 6 February and 13
37 February to discuss this townhouse issue, the
38 moratorium based on the Berkeley County model issue and
39 other matters. Our committee sent up ordinance 2025-
40 011 to County Council with our unanimous vote to
41 approve this ordinance, which would have closed this
42 glaring loophole before further damage to our county
43 was done. It was tabled on 18 February.

44 There were numerous attempts to reach our Council
45 Chairman to learn what his concerns regarding this
46 measure were. I personally left phone messages and two
47 email requests for him on this matter. No response.
48 We finally put this to a vote a few weeks later, hoping
49 that our County Council would realize the vital
50 importance for the passing of ordinance 2025-011. Our

1 committee members voted yes. It was rejected by our
2 chairman and three other Council members. And now we
3 have the situation where at least two times the
4 Planning Commission voted no for 30 houses on 14 acres
5 with sound reasons for objections, well stated.

6 And then this project is slipped in under a
7 commercial land use permit application for 48
8 townhouses for rent, as this is commercial, on 14 acres
9 which would not require Planning Commission approval.
10 Did the concerns of the neighborhood go away? No, they
11 are compounded by adding 18 more units to the 30 that
12 was -- that were already turned down.

13 The citizens of this neighborhood includes
14 teachers, nurses, truck drivers, retirees, farmers,
15 professors, the very people who made our county so good
16 and who voted to put us into office. They bought or
17 built nice, modest homes on large lots or small farms,
18 investments representing a lifetime of hard work and
19 creating a pleasant neighborhood. These were civic
20 minded folks who get out and volunteer for the fire
21 departments and all sorts of things. The values of
22 their properties have increased along with our local
23 economy.

24 Now, what will 48 rental townhouses close to their
25 property lines do for their quiet enjoyment, their
26 property values, for the dreadful runoff allowed due to
27 minimum standards, the 100 foot buffer requirement,
28 riparian buffer requirement came in a couple of months
29 after this was applied for.

30 The company doing this development is the same one
31 that is creating runoff issues in the city annexed
32 Crestview/Midway area, and the same company that a
33 rezoning on Highway 81 North for townhouses resulted in
34 numerous cease and desist orders for runoff issues.
35 Many complaints from the neighbors. That's my
36 district.

37 What would your constituents think of you if we
38 continue to allow this destruction of our communities
39 when we have opposed the opportunities to avoid these
40 problems. The time line of this project application
41 and the killing of the ordinance that would have
42 prevented it, the lack of the Planning Department
43 notification to me, no notification to the neighbors of
44 a radical change in land use. In our comp plan, we
45 were told when we went 20 some odd years ago to Clemson
46 University Planning Department and met with Drs. Becker
47 and London, the comprehensive land use map and plan is
48 supposed to have great strength and important
49 consideration for all land use measures.

50 This radical use and change -- the change in the

1 land use raises serious questions regarding our local
2 government. Even Sheriff McBride will tell you that
3 these type communities and development caused greater
4 problems for law enforcement. And by the way, there
5 was no letter in the application that went to our
6 Planning Department dealing with School District One
7 issues. All of this went right under the radar. I'm
8 at fault because I didn't realize it was coming in
9 under another heading. What would y'all do? How would
10 you feel in your community? This is just so wrong.
11 I'm just totally distraught.

12 And by the way, I hope each of you who got a letter
13 from Mr. Thompson Smith, who is the Piedmont District
14 Director for the South Carolina Farm Bureau Federation,
15 lifelong farmer whose family has been here for
16 generations. He has even more concerns about how this
17 came about and what this will have -- how this will
18 cause trouble in the neighborhood.

19 I'm just very distraught, as you can tell, and you
20 can tell from the people who've spoken here tonight
21 about this issue and others, we've got to do a better
22 job of communicating with our neighborhoods. And it's
23 just -- it's sad.

24 **APPLAUSE**

25 CINDY WILSON: This is the
26 best county in the whole state. My family settled here
27 in the late 1700s. I've lived other places. I came
28 home because we have people of character and principle
29 here. We have beautiful property. You know, our
30 county is one of the top agricultural counties in the
31 state. How much longer? I'm very concerned,
32 obviously, and I hope we will come up with some
33 measures to mitigate this mess.

34 I'm hoping and praying y'all will look at it.
35 Thank you.

36 **APPLAUSE**

37 TOMMY DUNN: Thank you.
38 Moving on to item number 6(a), Ordinance third reading,
39 2025-020. This was tabled at the August 5, 2025
40 Council meeting. Do we have a motion to pull this off
41 the table?

42 Motion by Councilman Sanders to pull off the table.
43 Do we have a second? Second by Councilman Glenn Davis.
44 All in favor of the motion to pull off the table show
45 of hands. All opposed like sign. Show the motion
46 carries with Mr. Jimmy Davis, Mr. Sanders, Mr. Glenn
47 Davis, Mr. Dunn, Mr. Elgin, Mr. Sullivan; Ms. Wilson
48 opposed.

49 CINDY WILSON: Okay. May I?
50 TOMMY DUNN: Yes, ma'am.

1 CINDY WILSON: We've had
2 problems with that situation, and yes, it was zoned
3 industrial from 20 years ago. No one envisioned a
4 567,000 square foot building on 48 acres and only a
5 fringe of land around it, buffer and so forth. Mr.
6 Burriss Nelson tried to get a meeting for the community
7 with the company that was doing it. Had no success.
8 We heard from some of the people last week that they
9 had also tried to meet with the company. No success.
10 Meanwhile, the company has engaged an attorney to
11 come meet with the neighborhood. Mr. Burns was there
12 and several of the landowners. This is in a
13 residential and agricultural area. Very nice area.
14 Includes some of my family members, by way of
15 disclosure, and people who've lived there since the
16 late 1700s, family connections.
17 We worked it out, or so we thought, with Mr. Robert
18 Lewis, the attorney. Some of the questions, now that
19 it's built, and how to make it a little less difficult
20 for people to live around it. One of it was the very,
21 very bright lights. They may meet code, but in a
22 residential agricultural configuration, the landowners
23 respectfully requested that they tone the lights down.
24 From my observation that hasn't been accomplished.
25 We've got a letter, not from the attorney that met with
26 us and who hoped to mediate and get a better outcome
27 for everyone concerned. He hasn't returned my calls.
28 I don't think you've heard from him either.
29 Apparently, he's no longer working with the project.
30 It was interesting that he noted that when he met with
31 us, he could see the concerns and understand the
32 concerns of the landowners around there. And he made
33 the comment, well, you know, when you put 32 -- \$36
34 million into a project, you would think they would meet
35 with the neighbors. They didn't. And they still
36 haven't. But Mr. Lewis was nice and we were willing to
37 trust him.
38 Now they are not planning to do anything about the
39 lights, because it meets code. It's not what we agreed
40 on. They have straightened up a little bit of the
41 landscape out front. They may have spent \$200,000 in
42 landscaping, but if you don't take care of it and it
43 dies, what good is it? They filled in a spring, thanks
44 to the Corps of Engineers agreeing to allow them to do
45 it. Only a small spring, y'all, but there have been a
46 lot of trees that have died.
47 We requested a better buffer and landscape barrier
48 on that side of the property, on the east side of the
49 property. The west side is closer to Highway 81 and
50 has a pretty solid buffer of trees.

1 I'm very concerned, because we've got -- it's not
2 just fee in lieu of taxes, which I've worked really
3 hard to support, along with Mr. Burriss Nelson and Mr.
4 Burns and another council member and I went all the way
5 down to Columbia years ago to clear the log jam because
6 our county had such a bad reputation. And you can see
7 we have all kinds of growth now. But there is a clause
8 in this Ordinance 2025-020 that's in all of the fee in
9 lieu of tax agreements. And I want us to look at it
10 and take note, because some of these projects don't
11 live up to this.

12 It's promotion of the fact that it employs the
13 manpower, products and resources of the state, and
14 benefit the general public welfare of the county by
15 providing services, employment, recreation, or other
16 public benefits not otherwise provided locally. That
17 is antiquated and obsolete.

18 And the other concern is when we give -- we've
19 worked hard in sending resolutions down to our general
20 assembly, requesting respectfully, that we reduce the
21 industrial tax assessment ratio from the ruinous 10 and
22 a half percent, from the 1895 constitution, down to
23 four to six percent. Fee in lieu of taxes reduces it
24 down to six percent. You have the Multi County Park,
25 which is helpful in getting job training and worker and
26 employment type help. But in this case, 85 percent
27 special source credit. And in Project Pine, I think
28 it's a 95 percent special source credit. That's 85
29 percent against the 6 percent tax.

30 And when you're not being real nice to your
31 neighbors, it's real hard for me as your elected
32 person, to vote for things that are not really good for
33 the community and the folks who put me in office and
34 trusted that I would do my job. Because we got this
35 letter from Far Point, we have not heard back from Mr.
36 Lewis, who was so nice, and we thought things were
37 going to be straightened out, I'm voting against it.
38 Thank you.

39 TOMMY DUNN: Thank you.
40 Anyone else? Do we have a motion to put it on the
41 floor?

42 BRETT SANDERS: So moved.

43 TOMMY DUNN: What's the
44 motion? For the original motion, fee in lieu of tax
45 thing? Okay. We have a motion by Mr. Sanders. Do we
46 have a second? Second by Councilman Glenn Davis. Open
47 the floor up for discussion.

48 BRETT SANDERS: Mr. Chairman?

49 TOMMY DUNN: Councilman
50 Sanders. Make sure you speak -- there you go.

1 BRETT SANDERS: Thank you.
2 I sympathize and understand exactly where Ms.
3 Wilson is coming from, and especially on some of the
4 other things we had discussed tonight. But the problem
5 I'm facing for the taxpayers in Anderson County and my
6 district is, it is hard for us to sit here -- it would
7 be like you building your house or your garage,
8 everything is signed off, you're moving in, then all of
9 a sudden, they want to change the rules on you. Well
10 -- and then you go ahead and you try to comply with
11 doing extra above and beyond what you've already --
12 you're done. You're signed off. You don't have to do
13 anything. You don't have to take a phone call.

14 And the thing is, they spent well over a couple
15 hundred thousand and I think we need to look at, when
16 we're requiring growth and plants and all the things
17 that we do need to extend the period because you're not
18 going to get anything to grow right now.

19 But the problem that I'm having and facing is I
20 know where this is headed and I know where we're going
21 to end up, and I don't want my constituents and the
22 people in Anderson County to be paying for a lawsuit or
23 litigation that we have absolutely no chance to win.

24 So I hate -- I never -- I always respect the other
25 person's district, but I've got to look out for my
26 constituents, as well, based on litigation and some of
27 the comments and some of the people I've talked to
28 there, and trust me, it will be coming, and that's the
29 only reason that I'm going to support the fee in lieu
30 on third reading tonight.

31 And maybe Ms. Wilson is right, we may need to sit
32 down in a Planning and Works Committee and look at
33 changing ordinances or things that we think we want to
34 see changed. But you can't tell someone, hey, this is
35 what you have to do. You jumped through all the hoops.
36 You spent \$60 million out there. You signed off,
37 you're on your own. And then go back after the fact
38 and then request more stuff and then they do that and
39 then you keep coming back wanting more and more and
40 more. And I just don't -- again, I don't want to --
41 because if the county gets sued on that, it's not just
42 Ms. Wilson's district, it's every Council person up
43 here's district.

44 And for that reason, I'm going to support it. And
45 I will support attending the Planning and Public Works
46 Committee, though I'm not on it now, and hopefully we
47 can sit down and look at some of the -- I know we had
48 CodeRight, they're going through all our ordinances
49 now. I'm sure they're finding loopholes and things
50 that need to be addressed. And I'm looking forward to

1 their presentation. Thank you, Mr. Chairman.
2 TOMMY DUNN: Thank you.
3 Anyone else?
4 CINDY WILSON: May I?
5 TOMMY DUNN: Ms. Wilson.
6 CINDY WILSON: In responding
7 to Mr. Sanders, we don't have to give any of these
8 companies fee in lieu of taxes. And fee in lieu of
9 taxes, I'll support on almost all occasions. It's a
10 special credit for spec warehouses. This company is
11 not employing anyone. And no one came back over and
12 over and over again wanting more and more and more.
13 There were just several items that the neighbors
14 requested. One was the lighting. One was the
15 landscaping and buffering on the east side. Those were
16 the only three items that I'm aware of.
17 And it's clear the company plans not to go any
18 further on the lighting. In the winter time when you
19 come over the rise there, it is glaring. And we've got
20 people who probably are going to have to get those
21 blackout blinds to even sleep. It is bright. And we
22 may have them meeting industrial standards, but we
23 requested the meeting with them and they were going to
24 honor that, we thought.
25 Anyway, it's very frustrating. Thank you.
26 TOMMY DUNN: Thank you.
27 Anyone else?
28 JIMMY DAVIS: Mr. Chair, if I
29 may?
30 TOMMY DUNN: Councilman
31 Jimmy Davis.
32 JIMMY DAVIS: Thank you, sir.
33 My seat just let down.
34 BRETT SANDERS: Mine did, too.
35 JIMMY DAVIS: I just need a
36 point of clarification. When they built this, did we
37 originally do an agreement with them to build the
38 building and this is something different? I'm a little
39 lost on the process, I guess, here, Mr. Nelson.
40 BURRISS NELSON: It's exactly
41 where we started in 2022 with them. And this is the
42 identical agreement. That hasn't changed over that
43 period of time.
44 JIMMY DAVIS: So did we do an
45 agreement back then and this is an addition to it or
46 ---
47 BURRISS NELSON: No amendments.
48 This is -- it's taken us this long ---
49 JIMMY DAVIS: They built the
50 building without an agreement?

1 BURRISS NELSON: Well, they
2 built it based on the letter of intent that we wrote
3 that we've done for a number of the spec buildings
4 because they were investing money in Anderson County.
5 We had been buying land and using tax dollars to do
6 that. And it attempted to build spec buildings up
7 until the time we started getting developers coming
8 here willing to buy the land, keep us from having to
9 use taxpayer dollars to buy industrial land and build
10 spec buildings. We would have been in the same
11 business building spec buildings if they hadn't started
12 coming here and spending the same kind of dollars.

13 So in an effort to offset their expenditures and
14 the financing of those projects, which it take two to
15 three, sometimes four years, to get a building up, we
16 offered the incentive package as it stands here. But
17 that's been the original with all of the spec companies
18 that we've worked with since we started this in 2020 --
19 it might have been 2019, the first one. All of the
20 spec buildings to date that we have had constructed
21 have been filled with manufacturing and/or commercial
22 operations that are greater than just regular
23 distribution warehouses.

24 And so it's worked out -- it's a gamble when we do
25 this -- that we're going to get a company that's going
26 to be just a warehouse distribution operation. Vertiv,
27 for example, is at the building at exit 32. That was
28 built as a spec building warehouse. And almost
29 immediately TTI took it and started manufacturing in
30 it. As soon as TTI left, an investment group out of
31 Charleston bought it to use it for speculative. And
32 then Vertiv moved in, creating several hundred jobs at
33 pay in that \$20 to \$25 an hour range, making the data
34 center -- good gracious -- basically power packs, but
35 for the big data centers that are the size of a
36 transfer truck, and so producing that in there.

37 And the same thing at exit 35 with Vantrust
38 properties, those have all been filled with companies
39 of manufacturing. Halton went there. They're a
40 company that makes stainless steel products for -- some
41 for the Navy, but for large yachts. Anyway, their
42 average pay is \$30 an hour for folks that weld
43 stainless steel.

44 So like I said, it's been a gamble. And it has
45 paid off for us so far.

46 JIMMY DAVIS: Thank you, Mr.
47 Nelson. That's all I have, Mr. Chair.

48 TOMMY DUNN: Thank you.
49 Anyone else? Anyone at all? All in favor of the
50 motion show of hands. All opposed. Show the motion

1 carries with Mr. Sanders, Mr. Glenn Davis, Mr. Dunn,
2 Mr. Elgin, Mr. Sullivan in favor; and Ms. Wilson and
3 Mr. Jimmy Davis opposed.
4 Moving on now to item 6(b), 2025-027, an Ordinance
5 to amend Ordinance #99-004, the Anderson County Zoning
6 Ordinance, as adopted July 20, 1999, by amending the
7 Anderson County Official Zoning Map to rezone 4.72 +/-
8 acres from Residential Agricultural (R-A) to
9 Single-Family Residential District (R-20) on a parcel
10 of land, identified as the Fork No. 2 Precinct as
11 addressed on Hattons Ford Road, Townville, SC. The
12 parcel is further identified as TMS #18-04-07-001.
13 This will be a public hearing. Anyone wishing to
14 speak to this matter, please step forward. State your
15 name and district for the record. Anyone at all?
16 Seeing and hearing none, the public hearing will be
17 closed. Do we have a motion?
18 JIMMY DAVIS: So moved.
19 CINDY WILSON: Second.
20 TOMMY DUNN: Motion to move
21 this forward. We have a second by Ms. Wilson. Open
22 the floor up for discussion.
23 JIMMY DAVIS: Mr. Chair?
24 TOMMY DUNN: Mr. Davis.
25 Jimmy Davis.
26 JIMMY DAVIS: What district
27 is this in?
28 BRETT SANDERS: Four.
29 TOMMY DUNN: District Four.
30 It's the one we talked about -- it's been up before.
31 We talked about this last Council meeting, first
32 reading.
33 CINDY WILSON: May I?
34 TOMMY DUNN: Ms. Wilson.
35 CINDY WILSON: It's my
36 understanding that the owners of the property were in
37 crisis mode with their family when all of this was
38 being zoned and they were unaware of it. And that's
39 the reason it's getting approved for the smaller lots.
40 I think Mr. Sanders went out there and reviewed all of
41 that.
42 BRETT SANDERS: Yes, ma'am.
43 And then I reached about to Ms. Hunter when we actually
44 did the -- that area was just zoned and we worked with
45 the people out there zoning. And the thing was, every
46 piece around it connected to it, behind it, in front of
47 it, was R-20. And I think it just, I think it just got
48 overlooked. And I think -- Ms. Hunter, I think you'll
49 agree with me on that it should have been R-20 to begin
50 with to fit in with everything with it.

1 Am I reading that right?
2 JORDAN THAYER: I don't know
3 that the -- I'm not sure what document you're looking
4 at.
5 CINDY WILSON: The Arts
6 Council?
7 JORDAN THAYER: Correct. Yes,
8 ma'am.
9 CINDY WILSON: Okay. That's
10 what I was talking about.
11 JORDAN THAYER: So for the
12 yearly rent, it would be 32,500. We will also be
13 responsible for utilities for that portion of the
14 building. So I'm not sure that the utilities would be
15 \$60,000 per year, but ---
16 TOMMY DUNN: It comes up --
17 it's about market average. I think it's \$15 a square
18 foot; right at it.
19 CINDY WILSON: It says, let's
20 see, I think it's 2500 square feet. CVB's share shall
21 be set at \$47,255, and that's for utilities, I believe
22 it is. Monthly installments of \$3938. Insurance 1556
23 -- okay. I made a mistake in some of my addition. But
24 still a lot of money.
25 JORDAN THAYER: That could have
26 been for the term of the entire agreement that you're
27 referencing. But we added the 90 day termination for
28 convenience. So at any day, we could get out within 90
29 days.
30 CINDY WILSON: Well, it's a
31 wonderful property. Thank you.
32 TOMMY DUNN: Anyone else?
33 All in favor of the motion show of hands. All
34 opposed like sign. Show the motion carries
35 unanimously.
36 Moving on to item number 7(b), 2025-033, an
37 Ordinance authorizing and approving (1) The execution
38 and delivery of a first amendment to an existing Fee
39 agreement (The "Fee Agreement") between Anderson
40 County, South Carolina (The "County") and Walgreen Co.,
41 to designate a sponsor affiliate under the fee
42 agreement, and to extend the period during which
43 economic development property is subject to fee in lieu
44 of tax payments; and (2) Other matters related thereto.
45 Mr. Nelson.
46 BURRISS NELSON: Thank you, Mr.
47 Chairman. Of course, this is Walgreen's. It's our
48 great community partner, international model for
49 focusing on ability rather than disability. They came
50 to us and said they were going to invest 140 million

1 and create 300 jobs. They've now invested 190 million
2 and created over 500 jobs, and half of those are
3 citizens that are disabled.

4 And they've come to us, they were in a situation
5 where they had a third party buy their building and
6 land and lease it back to them. It was a financial
7 concern for them and situation, and they have recovered
8 because of that. And they're asking to extend their
9 fee agreement. They'd like to get Terrazzo 8, LLC as
10 they sponsor affiliate and extend their fee agreement
11 for another 10 years.

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

14 CINDY WILSON: So moved.

15 JIMMY DAVIS: Second.

16 TOMMY DUNN: Motion Ms.

17 Wilson; second by Councilman Jimmy Davis. Open the
18 floor up for discussion.

19 CINDY WILSON: May I point out
20 that it's in District 7, and this particular project
21 has stood the test of time and they did the amazing
22 innovation of working with the disabled community,
23 which was never heard of before. There was even an
24 article in the Wall Street Journal several years back
25 commending the company on the success of that way of
26 handling their distribution center. So it's all good.
27 Thank you.

28 TOMMY DUNN: Thank you.

29 All in favor of the motion show of hands. All
30 opposed like sign. Show the motion carries
31 unanimously.

32 Moving on to item number 7(c), 2025-034, an
33 Ordinance authorizing the execution and delivery of a
34 fee in lieu of tax and special source credit agreement
35 by and between Anderson County, South Carolina and a
36 company or companies known to the County at this time
37 as Project Pine with respect to certain economic
38 development property in the county, whereby such
39 property will be subject to certain payments in lieu of
40 taxes, including the provision of certain special
41 source credits; and other matters related thereto.

42 Mr. Nelson.

43 BURRISS NELSON: Thank you, Mr.
44 Chairman.

45 Project Pine is bringing a \$51 million capital
46 investment, creating 54 jobs with an average pay of \$53
47 an hour. Annual payroll for 54 jobs is 5.7 million.
48 This property had a property tax of 15 million
49 (verbatim) in 2023. As it grows in the -- 2027, it'll
50 be 115,000 in property tax. And over 30 years, over

1 five million.

2 Project Pine is a plasma gasification project.
3 They use high temperatures to -- and it's not an
4 incineration problem -- process. This is a -- they use
5 plasma torches to obliterate, basically, pharmaceutical
6 projects. And the number of people mentioned failed
7 plasma operations where municipal trash streams were
8 being used. Well, municipal trash streams are immense,
9 and the need for great deal of power and/or lack of
10 ability to control what takes place in that trash
11 stream is critical to what is the outcomes that they
12 were talking about. They're concerned about fugitive
13 gasses, fugitive particulate matter.

14 This process, they have an enclosed system they use
15 and will process pharmaceutical products only. And one
16 of the things we discussed with them is that American
17 pharmaceutical companies produced about 10 times more
18 product than is really needed by the community. So
19 stuff that goes out of date, none of these are
20 controlled substances, so there are no painkillers or
21 that kind of stuff in this fee stream -- in this waste
22 stream. But there are these products that have gone
23 out of date.

24 They can process with their piece of equipment, a
25 -- 250 pounds of product a day in eight hours. That's
26 about a ton. They at one time were having it delivered
27 in box trucks, two to three. They will have one 18-
28 wheeler that will deliver what will amount to 2000
29 pounds of product, because it's in bulk and it's
30 packaged in all kind of issues that make 2000 pounds
31 fit inside a trailer of an 18-wheeler. But this
32 product would be annihilated. It's all captured. The
33 machine is already permitted by South Carolina
34 Environmental Services, South Carolina DES. Since
35 there's no fugitive gas or fugitive particulate matter
36 with this process, there's no requirement for a DES air
37 permit, nor a public hearing by DES because of that.
38 The only profitable annihilation of this -- of anything
39 is the pharmaceuticals. It's the only way that this
40 can work.

41 This is not a county funded operation. It's not
42 county tax dollars. These are private dollars
43 invested, and it is for this specific purpose. They
44 will capture the fugitive gasses which on the organic
45 compounds would be hydrogen and carbon monoxide. They
46 capture that, sell that to companies that use that for
47 fuel, and then the inorganics are -- because of the
48 heat are vitrified. They become like glass. And of
49 course, it's a small amount compared to the bulk of
50 what it was in the beginning. And that can actually be

1 sold and used in concrete, for example, construction
2 projects. It's highly regulated. FDA, South Carolina
3 Department of Environmental Services, as well as EPA.
4 There were lawsuits, but the lawsuits were based on
5 municipalities wasting taxpayer dollars trying to do a
6 huge waste stream that is very impractical to try to
7 use this particular method for.

8 So it is not what has been described here, and as
9 seen on the internet. I've been doing this for 35
10 years. And we investigate every project. There are
11 billion dollar projects that have come to this
12 community that we simply did not respond to because we
13 didn't believe, from our office and the research we
14 did, that they were the best thing for our community.
15 A billion dollars is a lot of money and a lot of tax
16 dollars. We didn't submit. Had discussions with Mr.
17 Burns, as well as you, or whoever the particular
18 chairman was at the time, about not going forward with
19 these projects and not submitting.

20 So we are very careful. I live here. My family's
21 been here for as long as many of these. And so I care
22 about what takes place. So those are things that we
23 look out and go for.

24 That kind of concludes what I had to offer. But
25 it's different than what we've seen or heard about.

26 TOMMY DUNN: Mr. Nelson,
27 would you just touch on why it's got a code name? Why
28 the name ain't out there yet?

29 BURRISS NELSON: Well, there are
30 competitors in this same product, the same process.
31 There are other companies out there, like I said,
32 pharmaceutical companies produce way more than they
33 ought to. And so there are other companies out there
34 that are competitors, and they would like to hold that
35 until third reading. The company name will come out at
36 third reading and -- because of the public hearing, and
37 that is stated in state statute. We don't have a way
38 of doing that. But they've asked us to hold that for
39 another couple of weeks. They are a reputable company.
40 They do -- and they're not afraid to talk about that.
41 So, but they've asked us to hold the name because of
42 the competition, and it lets them at least stay ahead
43 of the competition for just a little bit.

44 TOMMY DUNN: Thank you.
45 Anybody got any questions or comments for Mr. Nelson?

46 CINDY WILSON: May I?

47 TOMMY DUNN: Yes, ma'am.

48 CINDY WILSON: It does have to
49 be said that Mr. Burns and Mr. Burriss did head an
50 awful business off at the pass. I think it was a

1 battery company that was highly polluting, and it was a
2 very extraordinary opportunity. But it contaminated
3 really bad. So I very much appreciated your position
4 on that.

5 Since we have such a problem with getting
6 information out to people, from my perspective, it
7 would be really nice if the company would come and meet
8 with the neighbors and answer questions. I know you've
9 done some homework, but people are very distraught. We
10 have a lot of contaminants in -- I mean, like, for
11 example, our water quality in this county, we have
12 hardly a stream that's unimpaired in this whole county.
13 People are finally getting very concerned. And it
14 would be nice if we had an opportunity to learn from
15 the company.

16 BURRISS NELSON: This wouldn't
17 be -- the way they operate and the product that they
18 are using in their process is not liquid, so there
19 wouldn't be a chance for spill or those kinds of
20 things. And they capture all of the particulate matter
21 in the vitrification process. It's so hot it turns it
22 into a glass-like material. And then the gas is
23 captured because they call sell it. It's profitable.

24 TOMMY DUNN: Anyone have
25 anything else?

26 GLENN DAVIS: Mr. Chairman?

27 TOMMY DUNN: Mr. Davis.

28 GLENN DAVIS: Thank you, Mr.

29 Chairman. So, Mr. Nelson, as far as contaminants, I
30 know you said it, I have some friends out there that
31 live in that area. So as far as contaminants, there's
32 no risk to the, to the land, water, etcetera?

33 BURRISS NELSON: To my knowledge
34 and my understanding of the process, this piece of
35 equipment captures all of it. And it is, like I said,
36 controlled by not only South Carolina Department of
37 Environmental Services and the EPA, it's also
38 controlled by the FDA, the Food and Drug
39 Administration.

40 So they're inspected and regulated nine ways to
41 Sunday. Their hiring process for their people, I mean,
42 they have chemists, they have pharmacists, they have
43 electrical engineers and process engineers that they're
44 going to hire. That's why those pay scales are so
45 high. And highly skilled people will be there. They
46 have to pass a rigorous background check to even have a
47 chance to apply for a job there, as well as obviously,
48 pass a drug screen. You can't be a drug abuser. You
49 can't put a crack head in the middle of something out
50 there that could go crazy. So, but they are -- will be

1 and are very careful about who and how they hire.
2 GLENN DAVIS: Thank you, sir.
3 TOMMY DUNN: Anyone else?
4 GREG ELGIN: Mr. Chairman?
5 TOMMY DUNN: Mr. Elgin.
6 GREG ELGIN: I'd just like
7 to say -- I mean, I've had a lot of phone calls today
8 myself. I know this isn't my district, but again,
9 there's a lot of speculation, a lot of questions. And
10 I know this is just second reading. We still have
11 third. But I would like to try, as far as us as a
12 county, to just get some information out there. And
13 again, whether it's meeting with people and trying to
14 answer questions that we can ask about this process and
15 look at more into, you know, if there is any
16 contaminants or anything like that, just so everybody
17 knows.
18 Again, at the end of the day, all I've ever said
19 is, you know, we just, we just need facts. And as long
20 as you know the facts, I mean, we can, we can make
21 decisions from that. And I know from what I've, what
22 I've read and what I have, it doesn't look like
23 there's, there's much to it, but again, they don't have
24 some of the information that we have. So just like to
25 at least get some more information out there and try to
26 get with the community so everybody knows what's going
27 on. I think that may head off some stuff, hopefully,
28 and that way everybody knows what's going on.
29 TOMMY DUNN: Anyone else?
30 I'm going to make the motion to approve this on second
31 reading. Before there's a third reading, there's going
32 to be a community meeting. Somebody from the company
33 is going to be there and explain and answer any
34 questions. If you still ain't happy, we'll look at
35 something other different. But I think that's a fair
36 thing and reasonable thing to do. So I make the motion
37 we move this forward on second reading.
38 BRETT SANDERS: (Inaudible.)
39 TOMMY DUNN: I will. Do we
40 have a second? I open the floor up for discussion.
41 I'm going to tell y'all something. I've been in
42 Anderson County probably longer than most of you that's
43 talked tonight. I've heard people talk about -- born
44 and raised here; 62 years old. I wouldn't do nothing
45 -- I'm in that community every day -- to hurt nobody's
46 thing. If it turns out we ain't satisfied with the
47 answers, it'll get voted down as far as fee agreement.
48 As I said earlier tonight, they can still come and do
49 their thing without a fee agreement if they decide to.
50 There ain't nothing we can do about it.

1 Now, if you get notification to solve a lot of this
2 thing, as that gentleman in the back said a while ago,
3 Mr. Wiles, if it's zoned. Anything that ain't zoned,
4 like Ms. Wilson was talking about them townhomes, if
5 that had been a zoned area, it would have been --
6 people would have been notified. There's a procedure
7 to do this thing. And that's the best protection
8 anybody can do about those things right there. Because
9 people's going to sell their property.

10 I remember when there wasn't nothing out there. I
11 remember when Public Well Road wasn't out there. Y'all
12 know who sold Public Well, all that land and developed
13 it? A farmer. And there's going to be more and more
14 as it goes around. Just keep that in mind.

15 **INAUDIBLE COMMENT FROM AUDIENCE**

16 CINDY WILSON: May I point out
17 ---

18 TOMMY DUNN: Yep.
19 That's what I'm telling you.

20 **INAUDIBLE COMMENT FROM AUDIENCE**

21 TOMMY DUNN: Ain't
22 necessarily got to be homes and families. Ain't
23 necessarily got to be.

24 **INAUDIBLE COMMENTS FROM AUDIENCE**

25 TOMMY DUNN: Hey, that's
26 good enough. Like I said, I'll meet with y'all. Y'all
27 can call me. I've talked to about 15 people today.

28 **INAUDIBLE COMMENT FROM AUDIENCE**

29 TOMMY DUNN: What now?

30 **INAUDIBLE COMMENT FROM AUDIENCE**

31 TOMMY DUNN: Yes, I said
32 I've talked to about 15 people today. And anybody can
33 call. There's a lot more called me. And this ain't no
34 town hall meeting. I'll stay after this meeting is
35 over with and talk to any of y'all.

36 **INAUDIBLE COMMENT FROM AUDIENCE**

37 TOMMY DUNN: Well, they will
38 by the third meeting, I can promise you. Okay?
39 Ms. Wilson.

40 CINDY WILSON: One of the main
41 problems on the 48 units -- unit townhouse development
42 on unzoned, it doesn't come back before the Planning
43 Commission. We have pretty much a standing rule,
44 anything that goes before the Planning Commission,
45 people are notified. And that is too big of a project
46 to go through without scrutiny.

47 TOMMY DUNN: I'm not arguing
48 that point. I'm just saying if it was zoned they would
49 be notified. That's all I'm saying.

50 CINDY WILSON: Well, we do it

1 with the Planning Commission, too.

2 TOMMY DUNN: You're wrong
3 there.

4 All in favor of the motion show of hands. All
5 opposed like sign. All abstain? Two opposed, okay.
6 Mr. Sanders, Mr. Glenn Davis, Mr. Tommy Dunn, Mr.
7 Elgin, Mr. Sullivan votes in favor. Move for the third
8 reading. Mr. Jimmy Davis and Ms. Wilson votes --
9 opposes.

10 Moving on to number 8(a), ordinance first reading,
11 an Ordinance to amend Ordinance #99-004, the Anderson
12 County Zoning Ordinance, as adopted July 20, 1999, by
13 amending ---

14
15 LEON HARMON: Mr. Chairman?
16 TOMMY DUNN: I'm sorry. I
17 missed the county thing (d). 2025-035, an Ordinance to
18 amend an agreement for the development of a joint
19 county industrial and business park (2010 Park) of
20 Anderson and Greenville counties so as to enlarge the
21 park; and other matters related thereto. Project Pine.

22 Put that in the form of a motion. I mean, Mr. ---
23 BURRISS NELSON: Thank you, Mr.
24 Chairman and members of Council. As we've explained
25 many times that multi-county park is not an industrial
26 park. And placing this property into a multi-county
27 park is not making it an industrial park.

28 The multi-county park legislation came as part of
29 fee in lieu of taxes that was written in 1978 because
30 of our antiquated 1895 state constitution. We had the
31 highest manufacturing property tax on the planet. And
32 this is really a legal instrument; not a specific land
33 mass or industrial park.

34 Pete Selleck, President of Michelin North America,
35 said it was -- we had the highest manufacturing
36 property tax on the planet, and right after that, the
37 director of the Department of Revenue, Burnet Maybanks,
38 said exactly the same thing.

39 We were not competitive with other states, and
40 that's why we had the multi-county park in the fee in
41 lieu of taxes legislation. So multi-county park, it's
42 really called multi-county business and industrial
43 park. It's a whole lot easier to say MCP than it is to
44 put all that other together.

45 It's a joint agreement that we have with Greenville
46 County and we share revenue.

47 TOMMY DUNN: Do we have a
48 motion to move this forward?

49 BRETT SANDERS: So moved.

50 TOMMY DUNN: Motion Mr.

1 Sanders. Do we have a second?
2 JIMMY DAVIS: Second.
3 TOMMY DUNN: Second by
4 Councilman Jimmy Davis. All in favor of the motion --
5 any discussion? All in favor of the motion show of
6 hands. All opposed like sign. Show the motion carries
7 unanimously.
8 Moving on to number 8(a), Ordinance first reading,
9 2025-028, an Ordinance to amend Ordinance #99-004, the
10 Anderson County Official Zoning Map to rezone +/- 35.1
11 acres from C-2 (Highway Commercial District) to R-15
12 (Single-Family Residential District) on a parcel of
13 land identified in the Denver-Sandy Springs Precinct as
14 shown is Deed Book 6895 at page 37. The parcel is
15 further identified as TMS #93-00-07-004 and
16 93-00-07-005.
17 And I think, before we get started, Mr. Sanders
18 wants to recuse himself. He's got ownership in this.
19 Do we have a motion on the floor?
20 JIMMY DAVIS: So moved.
21 TOMMY DUNN: Motion by Mr.
22 Davis, Jimmy Davis. Do we have a second?
23 GLENN DAVIS: Second.
24 TOMMY DUNN: Second by
25 Councilman Glenn Davis. Open the floor up for
26 discussion. I just want to add, I want to appreciate
27 the staff and Mr. Burns. We met with people in the
28 community at least twice. The gentleman that spoke
29 earlier, Mr. -- got up and led this. And with this
30 inside this motion, it's appropriate, it's not coming
31 on Pine Road, construction or entrance ways.
32 The other things to mention about will be addressed
33 before we talk about it when they submit a plan for the
34 subdivision because it has to go -- all we're doing is
35 the zoning change. It has to come before the Planning
36 Commission. And when they submit a plan before it goes
37 to the Planning Commission, I'll re-meet with the
38 neighbors out there and lay the groundwork out. Okay?
39 Anymore discussion?
40 GREG ELGIN: Mr. Chairman?
41 TOMMY DUNN: Mr. Elgin.
42 GREG ELGIN: Just one
43 question real quick. This was originally or had
44 planned a while back to be an apartment complex; is
45 that correct?
46 TOMMY DUNN: I think a
47 couple of years ago, yes, sir. Same area, Hurricane
48 Creek. Anybody got anything else?
49 All in favor of the motion show of hands. All
50 opposed like sign. Show the motion carries with Mr.

1 Sanders recusing himself. Get Mr. Sanders back.

2 And I want to thank the community. Thank y'all
3 very much. I'll be in touch. Thank y'all.

4 This is going to be item number 8(b), 2025-032, an
5 Ordinance authorizing pursuant to Title 12, Chapter 44
6 of the Code of Laws of South Carolina 1976, as amended,
7 the execution and delivery of a second amended &
8 restated fee-in-lieu of ad valorem taxes and economic
9 development agreement, by and between Anderson County,
10 South Carolina and TTI Consumer Power Tools, Inc.
11 (formerly One World Technologies, Inc.), as sponsor,
12 including one or more existing or to-be-formed or
13 acquired subsidiaries, or affiliated or related
14 entities and certain sponsor affiliates; and other
15 related matters. Project Machine.

16 Mr. Nelson.

17 BURRISS NELSON: Thank you, Mr.
18 Chairman and member of Council. Of course, TTI came to
19 us with an expansion from the Ryobi facility back in
20 2015 and they promised us an additional 120 million,
21 and an additional 100 jobs to the jobs they already had
22 out there. And to date, they are at 650 million and
23 over 1000 jobs created above and beyond what they had
24 stated early.

25 They've come asking for a five year extension of
26 their investment period, which allows them an
27 opportunity to continue to invest on the site at exit
28 27 and create more jobs. And they're also taking out
29 some nonexistent properties in the fee agreement and
30 placing in a -- the Royal Appliance Manufacturing,
31 which is an appropriate sponsor affiliate for the
32 company.

33 All of that allowed by South Carolina fee in lieu
34 of taxes statute.

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

37 CINDY WILSON: So moved.

38 TOMMY DUNN: Motion Ms.
39 Wilson; second by Councilman Elgin. Open the floor up
40 for discussion. All in favor of the motion show of
41 hands. All opposed like sign. Show the motion carries
42 unanimously.

43 BURRISS NELSON: Thank you for
44 your support.

45 TOMMY DUNN: Thank you.
46 Appreciate you.

47 Moving on to item number 10. There are no number
48 9. Appointment to the Economic Development Advisory
49 Board from District 2.

50 GLENN DAVIS: Thank you, Mr.

1 Chairman.
2 TOMMY DUNN: Mr. Davis.
3 Yes, sir.
4 GLENN DAVIS: I have had an
5 open spot on the Economic Development Advisory Board,
6 and I'd like to nominate Mr. Andre Wilson for that
7 position, please, sir. And I put that in the form of a
8 motion.
9 JIMMY DAVIS: Second.
10 TOMMY DUNN: We have a
11 motion and second by Mr. Jimmy Davis. Open the floor
12 up for discussion. All in favor of the motion show of
13 hands. All opposed like sign. Show the motion carries
14 unanimously.
15 We're going to move on now to number 11, tax levy
16 certification. Do we have a motion to move this
17 forward?
18 BRETT SANDERS: So moved.
19 TOMMY DUNN: Motion Mr.
20 Sanders. Do we have a second?
21 GLENN DAVIS: Second.
22 TOMMY DUNN: Second by
23 Councilman Glenn Davis. Open the floor up for
24 discussion. All in favor of the motion show of hands.
25 All opposed like sign. Show the motion carries
26 unanimously.
27 We're going to move on now to item number 12, bid
28 approval. This is change orders for bid number 25-002,
29 the ACTC resurfacing. Who wants to handle this?
30 RUSTY BURNS: We're just
31 resurfacing as directed by the Anderson County
32 Transportation Commission. I would point out that
33 they're using a new process which allegedly and through
34 testing proves that it will last longer than what
35 they're currently using.
36 TOMMY DUNN: Well, that's
37 good to hear. Do we have a motion to move this
38 forward?
39 CINDY WILSON: So moved.
40 TOMMY DUNN: Motion Mr.
41 Elgin; second Ms. Wilson. Open the floor up for
42 discussion. All in favor of the motion show of hands.
43 All opposed like sign. Show the motion carries
44 unanimously.
45 Moving on road acceptance into the county inventory
46 from District One. This is Palmetto Valley Subdivision
47 phase 3. Do we have a motion to adopt these -- all of
48 these?
49 CHRIS SULLIVAN: I'll make that
50 motion.

1 CINDY WILSON: I'll second.
2 TOMMY DUNN: Motion by Mr.
3 Sullivan; and second by Ms. Wilson. Open the floor up
4 for discussion.
5 CINDY WILSON: I did inquire
6 of a resident over there that everything is all clear.
7 So we can vote for this in good conscience. Thank you.
8 TOMMY DUNN: Anymore ---
9 CHRIS SULLIVAN: Mr. Chairman?
10 TOMMY DUNN: Yes, sir.
11 CHRIS SULLIVAN: I did drive by
12 there today. This is kind of near the Anderson
13 University Sports Complex. It's about a mile kind of
14 going towards Hospice, in that area. It's a well-
15 established neighborhood and everything looked good.
16 TOMMY DUNN: Thank you.
17 Anyone else? All in favor of the motion show of hands.
18 All opposed like sign. Show the motion carries
19 unanimously.
20 We're going to move on now to item number 14,
21 Administrator's report. Mr. Burns.
22 RUSTY BURNS: Nothing at this
23 time, Mr. Chairman.
24 TOMMY DUNN: Moving on to
25 item number 15, citizens' comments. As Mr. Harmon
26 calls your name, please step forward and address the
27 chair. You have three minutes. State your name for
28 the record.
29 LEON HARMON: Mr. Chairman,
30 no one is signed up to speak.
31 TOMMY DUNN: Now remarks
32 from Council. Ms. Wilson.
33 CINDY WILSON: Thank you, Mr.
34 Chairman. In our effort to have better communications
35 with our other elected officials, we used to do a joint
36 meeting, and we haven't done it in a long time. And I
37 think there's a lot of confusion on our roles and
38 responsibilities on County Council and the County
39 Delegation with the General Assembly. And if all of
40 y'all would look at your schedule, our County
41 Delegation is looking at theirs, maybe October 14, 10
42 to 12, if not, if you have a different date.
43 The main thing is if we could sit down and go over
44 some of the issues that we have joint concerns about,
45 like annexations, impact fees, roads, all of those type
46 things, it would be nice to sit down and talk with our
47 state counterparts. So any suggestions as to date,
48 time, subject matter would be very helpful. Thank you.
49 TOMMY DUNN: Thank you.
50 Mr. Sullivan.

1 CHRIS SULLIVAN: Thank you, Mr.
2 Chairman. As I've said before, I kind of keep up with
3 attendance and who all is here, and tonight's probably
4 one of our most heavy attended meetings, even though we
5 dealt with a one percent capital sales tax issue, we
6 never really had the numbers that we did tonight. I
7 just want to echo that we all love Anderson. We don't
8 want to do anything negative for Anderson. I'm a
9 little disturbed that that townhouse issue affected so
10 many people in Ms. Wilson's district. I would like to
11 at least have a look, somebody to take a look at it
12 before we add that much to an area.

13 But I am all in favor of doing good things for
14 Anderson. When we look at that Project Pine, I mean,
15 it's a very high rate of pay for people in the area,
16 and I'm glad that they're going to be now kind of
17 facing the music and talking to the residents in that
18 area. I think that needs to be done. I think that's
19 how we get things done, is conversation.

20 But I appreciate the time and thank you.

21 TOMMY DUNN: Thank you.

22 Mr. Elgin.

23 GREG ELGIN: Thank you, Mr.
24 Chairman. First of all, I want to say that I think a
25 lot of people have left, but I am a fireman, and I'm up
26 here, so I know they can't -- they won't come stand in
27 front of us, but there's one sitting up here. Been
28 there for 35 years. I'm a volunteer fireman.

29 So speaking of that, this weekend, we are having
30 our annual 911 walk. Our Honor to Remember Walk. We
31 walk from Rock Springs Fire Department, which I'm in,
32 to Belton City Fire Department, which is about two and
33 a half miles. Anybody that can come, we would love for
34 you to come walk with us. It's just a way to remember
35 locally the heroes that died that day, and also to
36 remember what happened to our country on that day.
37 There's a lot of people in school now that they have no
38 idea what happened and why we have to do some of the
39 stuff we do. We try to educate those at that walk, as
40 well as remember our heroes.

41 We wear, we wear a lanyard with a fallen hero that
42 passed away that day. So we walk in their memory, from
43 there to Belton. Once we get to Belton, we ring a
44 bell. We lay that lanyard underneath the bell. So
45 just saying that we traveled that way with them.

46 So if you're able to come walk, or know anybody
47 that can, please do. If you're not able to walk, we
48 ask that you come line the streets. We'll be walking
49 straight down US 76. Plenty of parking spots down
50 through there, especially on a Sunday afternoon. We

1 start at six o'clock. So usually takes, depending on
2 who you are and how slow you walk, but it usually takes
3 about 30, 45 minutes. But if you're not able to walk,
4 I'd like to ask that, you know, if you can, at least
5 line the roadways, cheer us on and help remember the
6 heroes that did passed away that day.

7 The last thing again, passing on the second
8 reading. I know there's a couple people still here. I
9 think this is a way to get information out. I'm glad
10 we're going to have some information come out. I don't
11 think it was a hindrance to pass it on second reading.
12 We still have third. We have time to set the record
13 straight and get the information out that's needed.

14 But I appreciate everybody being here tonight.
15 Thank you for voicing your concerns.

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

18 GLENN DAVIS: Thank you, Mr.
19 Chairman. This past Saturday the 16th, like to give
20 shout out to Ms. Rachel Silver that works at the
21 library. In collaboration with her, I was able to hold
22 a back to school bash where we had a panel of four
23 young entrepreneurs, and the kids were able to ask
24 questions. After the question and answer period, we --
25 they were able to get a canvas, and they did a little
26 painting. But it was a great fun time had by all.

27 Thank you, Mr. Chairman.

28 TOMMY DUNN: Thank you.
29 Councilman Brent Sanders.

30 BRETT SANDERS: Nothing at this
31 time, sir.

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

34 JIMMY DAVIS: Nothing, sir.

35 TOMMY DUNN: Thank you.

36 Just want to say I appreciate everybody being here
37 tonight and taking part in their government. As I said
38 at the start of the meeting that there would be -- if
39 it passed second reading, that we would have a
40 community meeting to answer questions about it before
41 third reading. And that's what we're going to do.

42 Thank you.

43
44

(MEETING ADJOURNED AT 8:31 P.M.)



RESOLUTION 2025-034

RESOLUTION TO RECOGNIZE AND HONOR THE MEMBERS OF THE SOUTH CAROLINA STATE GUARD AND DECLARE SEPTEMBER AS NATIONAL PREPAREDNESS MONTH IN ANDERSON COUNTY.

WHEREAS, September is observed as National Preparedness Month to raise awareness about emergency preparedness; and

WHEREAS, counties and municipalities throughout South Carolina have experienced various disasters, including hurricanes, flooding, and the COVID-19 pandemic; and

WHEREAS, the residents of Anderson County are grateful for the protection and service provided by the South Carolina State Guard for over three hundred fifty years; and

WHEREAS, the State Guard, authorized by the South Carolina Code of Laws, supports essential state and local functions, providing disaster-relief assistance; and

WHEREAS, the history of the State Guard dates back to the Charleston Militia in 1670, and it has played significant roles in historical conflicts, including the Revolutionary War; and

WHEREAS, the State Guard operates as an army brigade, with training at the McCrady Training Center in Eastover for services such as search and rescue, medical support, and community recovery; and

WHEREAS, when serious natural or man-made disasters strike South Carolina, the State Guard provides “boots on the ground” with the mission to swiftly respond, safeguarding people and property, and to aid community recovery, in coordination with the National Guard, law enforcement, and other state, county, and municipal agencies.

NOW, THEREFORE, Anderson County Council proclaims SEPTEMBER 2025 as NATIONAL PREPAREDNESS MONTH in Anderson County. The Council honors the members of the South Carolina State Guard for their commitment and service during disasters. Proclaimed on this the 2nd day of September 2025.

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

ORDINANCE NO. 2025-026

AN ORDINANCE TO LEASE REAL PROPERTY FROM THE ANDERSON COUNTY ARTS COUNCIL; AND OTHER MATTERS RELATED THERETO.

WHEREAS, South Carolina Code section 4-9-30 allows counties to acquire and lease real property; and

WHEREAS, the Anderson County Arts Council is the current owner of the Arts Center on a parcel of land located at 405 North Main Street in the City of Anderson and identified by tax map number 123-29-03-003; and

WHEREAS, the Anderson County Arts Council, is a South Carolina nonprofit corporation registered with the State of South Carolina; and

WHEREAS, the property referenced will be used by Anderson County and the Anderson Convention and Visitors Bureau.

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

1. Anderson County desires to lease real property within the Arts Center from the Anderson County Arts Council.
2. The Anderson County Administrator is hereby authorized and directed to execute any documents necessary to effectuate the lease of this parcel of real property as described herein and in a form substantially similar to, and not materially different from, the lease agreement attached hereto as Exhibit A.
3. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.
4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
5. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

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

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to Council

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: July 15, 2025
Second Reading: August 19, 2025
Third Reading: September 2, 2025

Public Hearing: August 19, 2025

LEASE AMENDMENT
AND
USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2025, by and among Anderson County Arts Council, a South Carolina non-profit corporation (“Landlord”) and the Anderson Convention and Visitor’s Bureau (the “CVB”), and the County of Anderson (the “County”).

WHEREAS, The County of Anderson (the “County”) entered into a lease agreement with Landlord dated February 19, 2005 (the “Lease”), whereby it leased certain premises (the “Premises”) located in the Arts Center Warehouse from Landlord as in more particularly described in the Lease, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, and

WHEREAS, the Landlord and CVB entered into a Use and Maintenance Agreement dated February 20, 2006, for the use of premises located in the Art Center Warehouse, and

WHEREAS, it is the desire of the parties to amend the Lease and amend the Use and Maintenance Agreement.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term of the lease period is hereby extended for a period of 2 years beginning on the date of this agreement and shall be automatically renewed for one-year terms. Either party may give at any time a written 90-day notice to terminate this lease 90 days after such notice is sent for any reason or for no reason at all.
2. The lease is hereby amended to provide that the base Rent shall be \$13.00 per square foot for 2500 square feet for a total yearly sum of \$32,500.00.
3. Premises. Landlord does hereby allow the CVB to use the Premises during the Lease term, located in the Arts Center Warehouse building (the “Building”) behind 405 North Main Street, Anderson, South Carolina (the “Project”), more particularly described on Exhibit B to the Lease. The project, for all purposes related to this Agreement is deemed to contain 28,000 rentable square feet (the ‘Gross Rentable Area’). The Gross Rentable Area, for all purposes related to this Agreement, is deemed to include 23,000 square feet that has been or will be divided into separate rentable areas and each separate rentable area will be allocated exclusively to a separate tenant of the Project (the

“Allocated Area”). The Gross Rentable Area, for all purposes related to this Agreement, is deemed to include 5,000 square feet that has been allocated to the exclusive use of any separate tenant of the Project and is and will be occupied and used for all tenants of the Project (the “Unallocated Area”). The Unallocated Area, for all purposes related to this Agreement, is deemed to be used and occupied in the same proportion that each tenant’s share of the Allocated Area bears to the total Allocated Area. The premises to be used by the CVB is deemed to contain 2,500 square feet of the total Allocated Area or 11% of the total Allocated Area. The CVB, for all purposes related to this Agreement, is deemed to occupy and use 11% of the total Unallocated Area. “CVBs Share”, for all purposes related to this Agreement, including the computation of Additional Rent and other allocations among tenants shall mean 11% of the Gross Rentable Area.

4. Bound by Lease Terms. The CVB hereby agrees to be bound by and adhere to all covenants, rules, regulations and restrictions of the County under the Lease and this Agreement, and the CVB’s failure to abide by same may result in the Landlord rescinding its permission for the CVB to continue use of the Premises. In the event the CVB is not in compliance with the terms of the Lease or to this Agreement, the Landlord shall give the CVB and the County written notice of said default and the CVB shall have 15 days of receipt thereof to cure said default. If the CVB fails to cure said default within said cure period, the Landlord shall have the right to eject the CVB from the Premises.

5. Operating Costs. The CVB shall pay to the Landlord the CVB’s share of the operating costs and insurance described in subparagraphs (a) and (b) of this paragraph according to the terms and conditions of subparagraph (c) and (d) of this paragraph:

a. “Operating Costs” shall mean every type of cost incurred by the Landlord to operate and maintain the Building on the Project and the Land on which the Project is located, including but not limited to all utilities and maintenance and operation of the Building and all components of the Building (including reasonable reserves for future maintenance), insurance maintained by Landlord (as defined in subparagraph 4(b) hereafter, all expenses reasonably incurred by Landlord in maintenance, repair and operation of parking area, sidewalks, driveways, loading zones, electrical and security charges, landscaping, planting and lawn care and every service provided by the Landlord for the benefit of the Tenants and Occupants of the Building, including but not limited to, personnel, supplies, janitorial service, and equipment. On or about January 1st following the Commencement Date and annually thereafter during the Lease term, Landlord shall deliver to the CVB a statement setting forth the estimated Operating Costs for the calendar year then commencing, and the amount therefore per square foot of the Project. For the calendar years 2025 and 2026, the CVB’s share shall be set at \$47,255 and the CVB shall pay the CVB’s share in equal monthly installments of \$3938. Promptly following the receipt of the actual notice of variations in Operating Costs, Landlord shall notify the CVB of any necessary adjustments to the remaining payments for such calendar year.

b. "Insurance" means any "all risk", "fire and extended coverage", or other casualty insurance covering the Project, any comprehensive general liability insurance covering the ownership, maintenance, use and occupancy of the Project, "rent" or "business interruption" insurance, in such amounts and with such coverage as Landlord deems necessary.

c. The insurance for the Project is \$15,556 , of which \$1711 is allocable as the CVB's Share which is payable equal month installments of \$142.58.

d. Landlord may elevate the accuracy of estimated Operating Cost and Insurance and from time to time make adjustments in the amounts and the CVB shall promptly pay such adjusted amount in monthly installments.

6. Use.

a. The Premises shall be used for general office space and no other. The Premises shall not be used for any illegal purposes, nor shall the Premises be used in violation of any governmental regulations, in any manner which would be deemed an extra-hazardous use by any insurance company insuring the Premises or the Building or would otherwise vitiate or increase the rate of insurance carried by either Landlord or CVB on the Premises of the Building the CVB shall not do or permit anything to be done in or about the Premises which would in any way obstruct or interfere with the rights of other tenants of the Building. The CVB hereby agrees to comply with any and all municipal, county, state or federal statutes, regulations, and ordinances, all restrictive covenants to which the Building is subject, and other legal requirements applicable or in any way relating to the use and occupancy of the Premises.

7. Acceptance of Premises. The CVB accepts the Premises in their then present, as-is condition.

8. Attorney's Fees. In the event that litigation results from an attempt by either party hereto to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to reimbursement by the non-prevailing party for any and all reasonable attorney's fees, and expenses incurred in connection with such enforcement.

9. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon Landlord and CVB and their respective successors, heirs, legal representatives and assigns.

10. Rules and Regulations. CVB accepts the Premises subject to and hereby agrees with Landlord to abide by the Rules and Regulations attached to the Lease as

Schedule A to the Lease which are incorporated herein by reference, together with such additional Rules and Regulations or amendments thereto as may hereafter from time to time be reasonably established by Landlord, and such additions or amendments shall be binding on CVB upon request.

11. Right of Entry. Landlord shall have the right, but not the obligation, to enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants; to inspect the Premises to see the CVB is complying with all obligations hereunder, to make repairs required of Landlord under the terms of the Lease or repairs or modifications to any adjoining space; and for any other reasonable purpose.

12. Notices. Any notice required or permitted to be given hereunder shall be in writing and either personally delivered, sent by U.S. Certified or Registered Mail, return receipt requested, postage prepaid, or sent by Federal Express, or any similar service, to the party being given such notice. The time period in which a response to any notice, demand or request must be given, if any, shall commence to run from date of receipt of the notice, demand or request by the addressee thereof. Rejection or failure to claim delivery of any such notice, demand or request by the addressee thereof. Rejection or failure to claim delivery of any such notice, demand or request by the addressee to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice, demand or request as of the date of deposit in the United States Mail or the date of attempted personal delivery, as the case may be.

13. Miscellaneous. This Agreement contains the entire agreement of Landlord and CVB and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by the CVB of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Landlord's right to exercise any right hereunder or demand exact compliance with the terms thereof. If any clause or provision of this Agreement is illegal, invalid or unenforceable under applicable present or future laws or regulations effective during the term of this Agreement, the remainder of this Agreement shall not be affected. In lieu of each clause or provision of this Agreement which is illegal, invalid or unenforceable, there shall be added as part of this Agreement a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of South Carolina. Landlord shall be excused from the performance of any of its obligations under this Agreement for the period of any delay resulting from any cause beyond its control, including, without limitations, all labor disputes, governmental regulations or controls, fires or other casualties, inability to obtain any material or services or acts of God.

14. Disclaimer. The CVB has made its own independent inspection and review of the Premises and the terms and conditions of this Agreement and acknowledges and agrees that the CVB has not, in any way, relied upon any brochure, literature, representation, guaranty or warranty (whether express or implied, oral or written) made by Landlord or any agent or representative or employee or attorney on behalf of the Landlord in connection with any aspect of the Premises or the Project or the terms and conditions of the Lease or this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, under seal, in their respective names and on their behalf by their duly authorized officials, the day and year indicated below.

“LANDLORD”

Anderson County Arts Council
A Non-Profit Corporation

By: _____
Printed Name _____
Its: _____

Date Executed by Landlord

“CVB”

Anderson Convention and Visitor’s Bureau

By: _____
Printed Name: _____
It’s: _____

Date Executed by Tenant

“COUNTY”

The County of Anderson

By: _____
Printed Name: _____
It’s: _____

Date Executed by County

Ordinance #2025-028

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 +/- 35.1 acres from C-2 (Highway Commercial District to R-15 (Single-Family Residential District) on a parcel of land identified in the Denver-Sandy Springs Precinct as shown in Deed Book 6895 at page 37. The parcel is further identified as TMS#: 93-00-07-004 and 93-00-07-005.

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 C-2 to R-15 for +/- 35.1 acres of TMS#: 93-00-07-004 and 93-00-07-005.

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on August 12, 2025, during which it reviewed the proposed rezoning from R-A to R-20 for +/- 35.1 acres of TMS#: 93-00-07-004 and 93-00-07-005, **during which ingress and egress for residential traffic will only be permitted on Hurricane Road.**

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on September 16, 2025, regarding said amendment of the Anderson County Official Zoning Map:

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends The Anderson County Official Zoning Map to rezone 35.1 +/- acres from Highway Commercial District (C-2) to Single-Family Residential District (R-15) adopted September 2012, by Anderson County Referendum to amend the C-2 to R-15 for Anderson County TMS#: 93-00-07-004 and 93-00-07-005,
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 are inconsistent herewith, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ATTEST: Ordinance 2025-028

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: August 19, 2025
2nd Reading: September 2, 2025
3rd Reading: September 16, 2025
Public Hearing: September 16, 2025



Planning Commission

August 12, 2025

Agenda Item: 6D

Project Information

Subdivision Variance Land Use Rezoning

NAME OF APPLICANT/PROJECT: Hurricane Creek LLC / Rezoning from C-2 to R-15

PROPERTY LOCATION: Hurricane Road and Line Lane.

COUNTY COUNCIL DISTRICT: 5

SCHOOL DISTRICT: 4

TOTAL ACREAGE: +/- 35.1

NUMBER OF LOTS: N/A

CURRENT ZONING: C-2

REQUESTED ZONING: R-15

PURPOSE: Single-Family

RECOMMENDATION/DECISION RENDERED

APPROVAL DENIAL TIED TABLED

VOTE 8 TO 0

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: [Signature]

Date: 8/12/25

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

**Anderson County Planning Commission
Staff Report- Request from C-2 zoning to R-15 zoning
August 12, 2025**

Applicant: Hurricane Creek LLC
Current Owner: Hurricane Creek LLC
Precinct: Denver-Sandy Springs Precinct
Location: Intersection for Hurricane Road and Pine Lane
Council District: Five (5)
TMS#: 93-00-07-004 and 93-00-07-005
Acreage: +/- 35.1 acres
Zoning History: Precinct was zoned in 2012 during zoning referendum (9/2012) unzoned
Current Zoning: C-2 (Highway Commercial District)
Requested Zoning: R-15 (Residential Single-Family)
Current Land Use: Vacant

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: S-1
South: R-15 and R-20
East: R-20 and C-2
West: S-1

Current Land Use Map: District 5 (Denver-Sandy Springs) Use Map indicates Agriculture and Residential use.
Future Land Use Map: District 5 (Denver-Sandy Springs) Use Map indicates Residential use.

Evaluation: To rezone for future Single-Family Residential Development.

Public Outreach: Staff hereby certifies existing parcel that the required public notification actions have been completed on July 28, 2025 as follows:

Rezoning notification postcards were sent to 266 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.

Community Outreach:

A community meeting was held on Monday, July 14, 2025, at the Centerville Fire Department to hear the concerns of the general public in the area. The overall consensus was that the proposal residential rezoning would be a better fit for the community. Citizens also wanted to make certain that design standards would meet all state and county ordinances involving Stormwater at the appropriate time.

The main issue that came up was access. The development will only be able to access the property off Hurricane Road, if approved for rezoning. No other access will be allowed for ingress and egress.



Rezoning Application

Anderson County Planning & Development

Date of Submission

Approved/Denied

Applicant's Information

Applicant Name: HURRICANE CREEK LLC
Mailing Address: 4136 CLEMSON BLVD ANDERSON, SC 29621
Telephone: 864-934-0643
Email: SUNSHINE109@Charter.Net

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: AT THE INTERSECTION OF HURRICANE ROAD AND PINE LANE
Parcel Number(s)/TMS: 930007004 & 930007005
County Council District: FIVE (5) School District: FOUR (4)
Total Acreage: 35.136 Current Land Use: VACANT
Requested Zoning: R-15 Current Zoning: C-2
Purpose of Rezoning: RESIDENTIAL SUBDIVISION

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


Applicant's Signature

5-21-25
Date

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


Additional Information or Comments: _____

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

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

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

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


Applicant's Signature

5-21-25
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: _____

SEEK ADVICE
FROM AN ATTORNEY

THIS PLAN PROVIDES
GENERAL INFORMATION

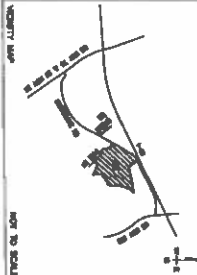
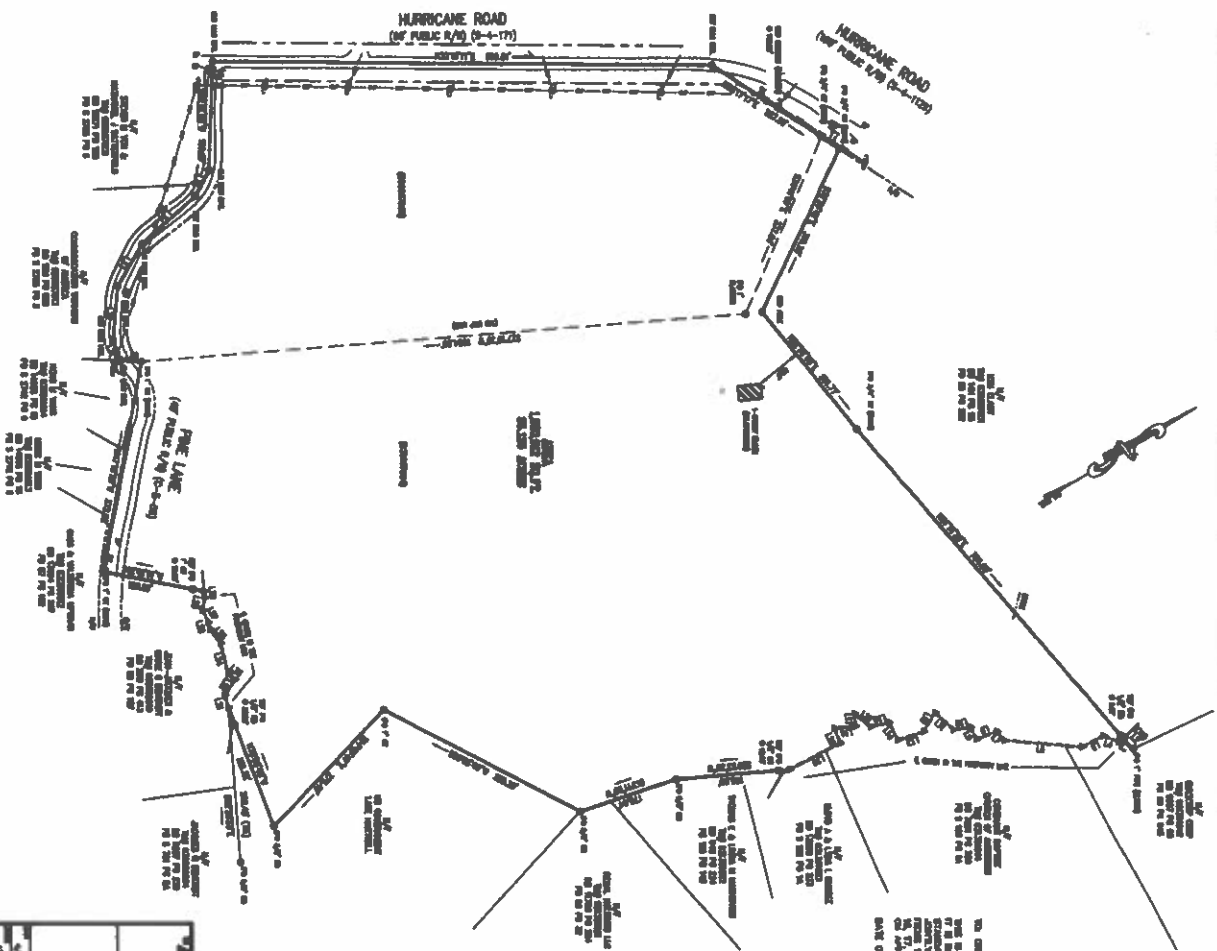
ADVISORY NOTES
1. THIS PLAN IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
2. THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE USED AS A BASIS FOR ANY DECISION.
3. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A PROFESSIONAL ENGINEER OR ARCHITECT.
4. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A REAL ESTATE AGENT.
5. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A TITLE INSURANCE COMPANY.
6. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A SURVEYOR.
7. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A ZONING OFFICIAL.
8. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A LOCAL GOVERNMENT OFFICIAL.
9. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A PROFESSIONAL ENGINEER OR ARCHITECT.
10. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A REAL ESTATE AGENT.
11. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A TITLE INSURANCE COMPANY.
12. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A SURVEYOR.
13. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A ZONING OFFICIAL.
14. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A LOCAL GOVERNMENT OFFICIAL.

GENERAL NOTES
1. THIS PLAN IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
2. THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE USED AS A BASIS FOR ANY DECISION.
3. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A PROFESSIONAL ENGINEER OR ARCHITECT.
4. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A REAL ESTATE AGENT.
5. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A TITLE INSURANCE COMPANY.
6. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A SURVEYOR.
7. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A ZONING OFFICIAL.
8. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A LOCAL GOVERNMENT OFFICIAL.

SEEK ADVICE FROM AN ATTORNEY
THIS PLAN PROVIDES GENERAL INFORMATION

ADVISORY NOTES
1. THIS PLAN IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
2. THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE USED AS A BASIS FOR ANY DECISION.
3. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A PROFESSIONAL ENGINEER OR ARCHITECT.
4. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A REAL ESTATE AGENT.
5. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A TITLE INSURANCE COMPANY.
6. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A SURVEYOR.
7. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A ZONING OFFICIAL.
8. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A LOCAL GOVERNMENT OFFICIAL.

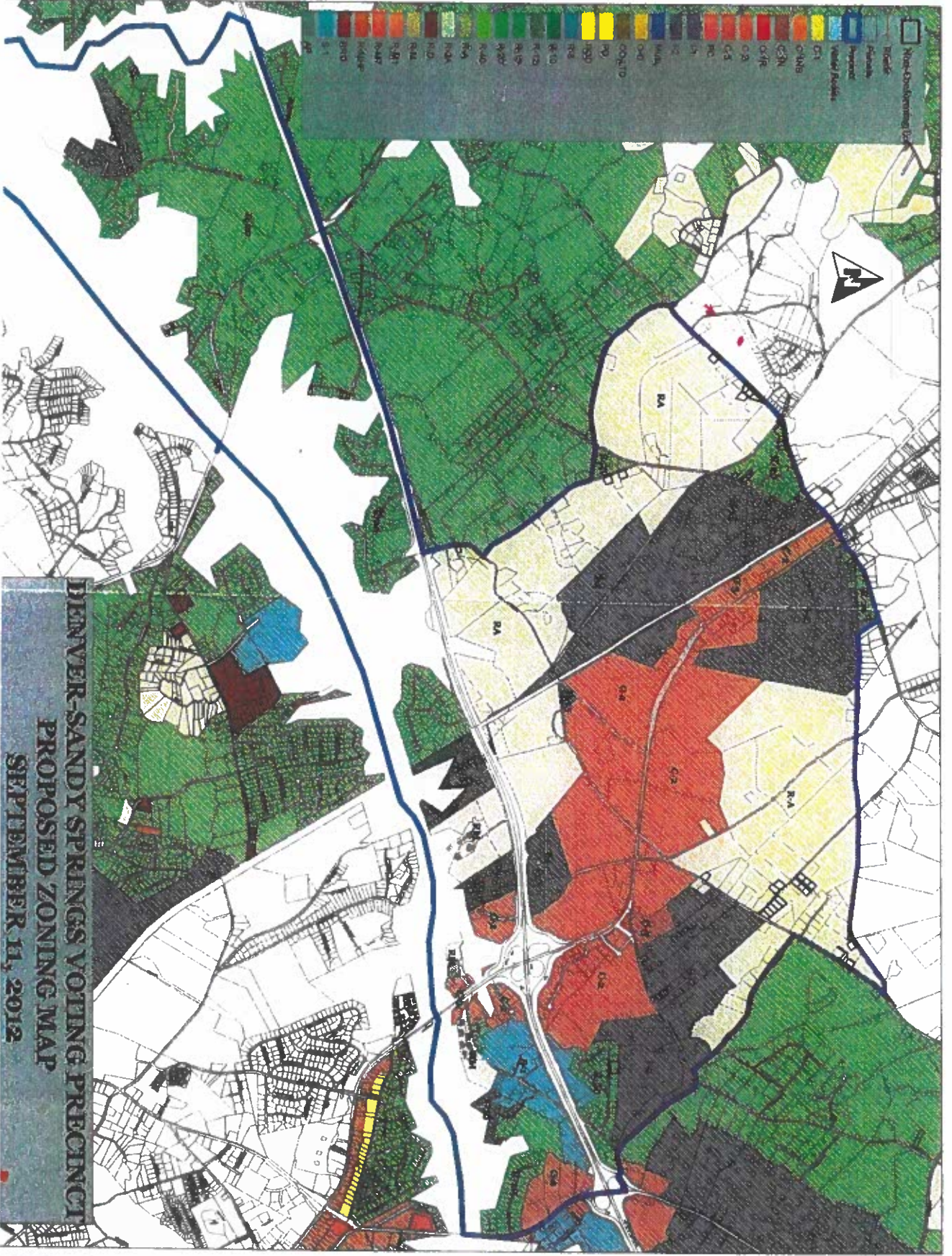
ADVISORY NOTES
1. THIS PLAN IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
2. THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE USED AS A BASIS FOR ANY DECISION.
3. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A PROFESSIONAL ENGINEER OR ARCHITECT.
4. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A REAL ESTATE AGENT.
5. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A TITLE INSURANCE COMPANY.
6. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A SURVEYOR.
7. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A ZONING OFFICIAL.
8. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A LOCAL GOVERNMENT OFFICIAL.



GENERAL NOTES
1. THIS PLAN IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
2. THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE USED AS A BASIS FOR ANY DECISION.
3. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A PROFESSIONAL ENGINEER OR ARCHITECT.
4. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A REAL ESTATE AGENT.
5. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A TITLE INSURANCE COMPANY.
6. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A SURVEYOR.
7. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A ZONING OFFICIAL.
8. THE INFORMATION CONTAINED HEREIN IS NOT A SUBSTITUTE FOR THE SERVICES OF A LOCAL GOVERNMENT OFFICIAL.

LOT #	AREA (SQ FT)	AREA (SQ FT)
1	10,000	10,000
2	10,000	10,000
3	10,000	10,000
4	10,000	10,000
5	10,000	10,000
6	10,000	10,000
7	10,000	10,000
8	10,000	10,000
9	10,000	10,000
10	10,000	10,000
11	10,000	10,000
12	10,000	10,000
13	10,000	10,000
14	10,000	10,000
15	10,000	10,000
16	10,000	10,000
17	10,000	10,000
18	10,000	10,000
19	10,000	10,000
20	10,000	10,000
21	10,000	10,000
22	10,000	10,000
23	10,000	10,000
24	10,000	10,000
25	10,000	10,000
26	10,000	10,000
27	10,000	10,000
28	10,000	10,000
29	10,000	10,000
30	10,000	10,000
31	10,000	10,000
32	10,000	10,000
33	10,000	10,000
34	10,000	10,000
35	10,000	10,000
36	10,000	10,000
37	10,000	10,000
38	10,000	10,000
39	10,000	10,000
40	10,000	10,000
41	10,000	10,000
42	10,000	10,000
43	10,000	10,000
44	10,000	10,000
45	10,000	10,000
46	10,000	10,000
47	10,000	10,000
48	10,000	10,000
49	10,000	10,000
50	10,000	10,000

YAKET / NEW LAND TRILL FOREVER
ONE REAL ESTATE DEVELOPMENT
STODOLSKA ROAD
ADMISSION-01
SITE DESIGN, INC.
22 NORTH OGDEN ROAD, SUITE 100, OGDEN, UT 84403
TEL: 435-764-1111 FAX: 435-764-1112
WWW.SITEDSIGN.COM



DENVER-SANDY SPRINGS VOTING PRECINCT
PROPOSED ZONING MAP
SEPTEMBER 14, 2012

Anderson County

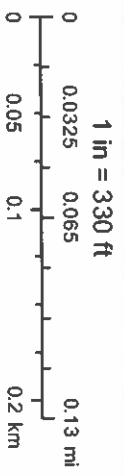


May 21, 2025 Disclaimer accepted.

TMS: 930007004
 Owner: HURRICANE CREEK LLC
 Owner Address: 4136 CLEMSON BLVD
 City/State: ANDERSON SC
 Deed Book: 6985
 Tax District: 4
 Sale Year: 2005

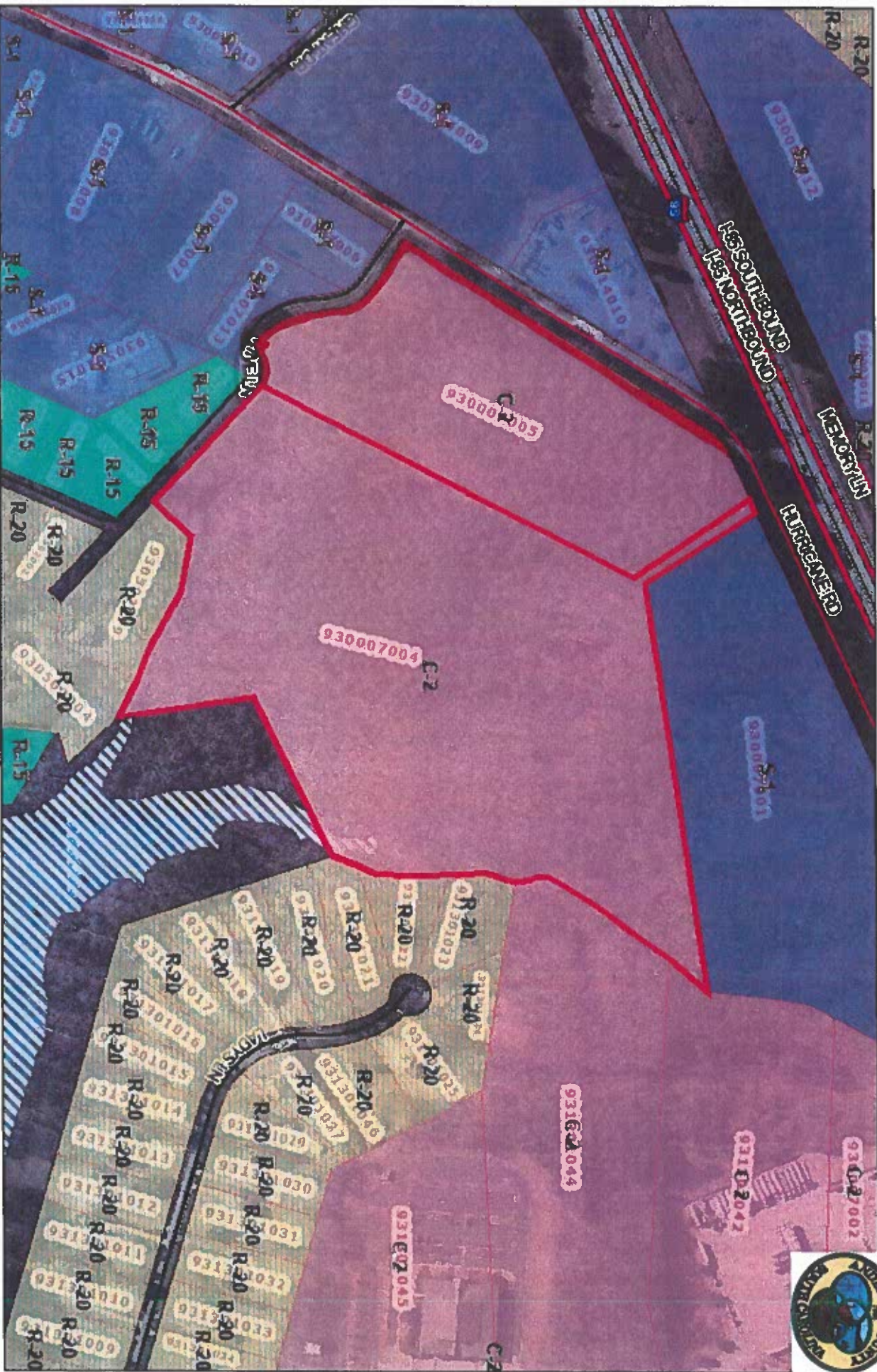
Deed Page: 37
 Current Plat: CP S 2014/05
 Description: PINE RD
 Market Value:

Zip Code: 29621
 PP S 1563/01



ESRI, HighLand Mapping, and Anderson County GIS

Anderson County

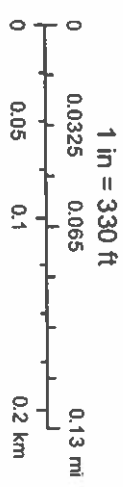


May 21, 2025 Disclaimer accepted.

TMS: 930007004
 Owner: HURRICANE CREEK LLC
 Owner Address: 4136 CLEWSON BLVD
 City/State: ANDERSON SC
 Deed Book: 6985
 Tax District: 4
 Sale Year: 2005
 Zip Code: 29621
 Current Plat: CP S 2014/05
 Description: PINE RD 23.56 AC
 Sale Price: \$500,000
 Market Value: \$1,653,910



ESRI
ArcGIS



ESRI, HighLand Mapping, and Anderson County GIS

PROJECT NUMBER	2023002
COUNTY / MUNICIPALITY	ANDERSON COUNTY, SOUTH CAROLINA
CLIENT	GRAY ENGINEERING, LLC
DATE	2/27/25
PROJECT DATE	2/27/25
JOB NO.	2023002
JOB NAME	HURRICANE ROAD SUBDIVISION
JOB DATE	2/27/25
SHEET	CV-1

This for reference purposes only as a concept design and should not be considered in the rezoning process for for approval. Any site design or proposed project will be considered at a later date before the Planning Commission if an ordinance is passed and the rezoning request is approved by County Council.



DATE	NOV 17 2023
TIME	10:00 AM
BY	GRAY ENGINEERING, LLC
PROJECT	HURRICANE ROAD SUBDIVISION
SHEET	CV-1

Gray Engineering

1000 W. MAIN ST. SUITE 100
ANDERSON, SOUTH CAROLINA 29624
PH: 864.715.1234 FAX: 864.715.1235
WWW.GRAYENGINEERING.COM

STAKEOUT PLAN

HURRICANE ROAD SUBDIVISION

ANDERSON COUNTY, SC

HURRICANE ROAD

SCALE: 1" = 100'

PROJECT MANAGER: [Name]

DRAWN BY: [Name]

PROJECT DATE: 2/27/25

JOB NO.: 2023002

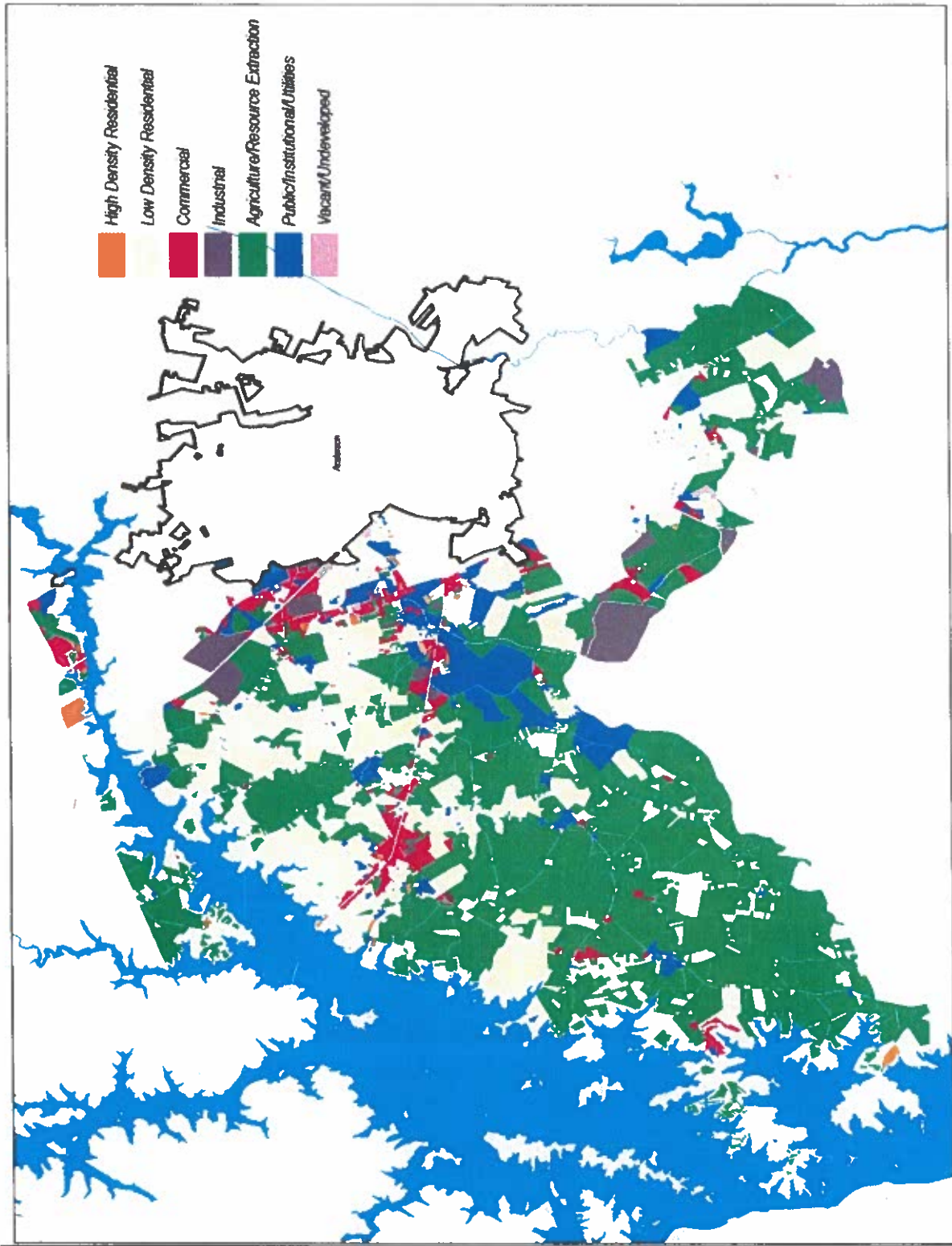
JOB DATE: 2/27/25

SHEET

CV-1



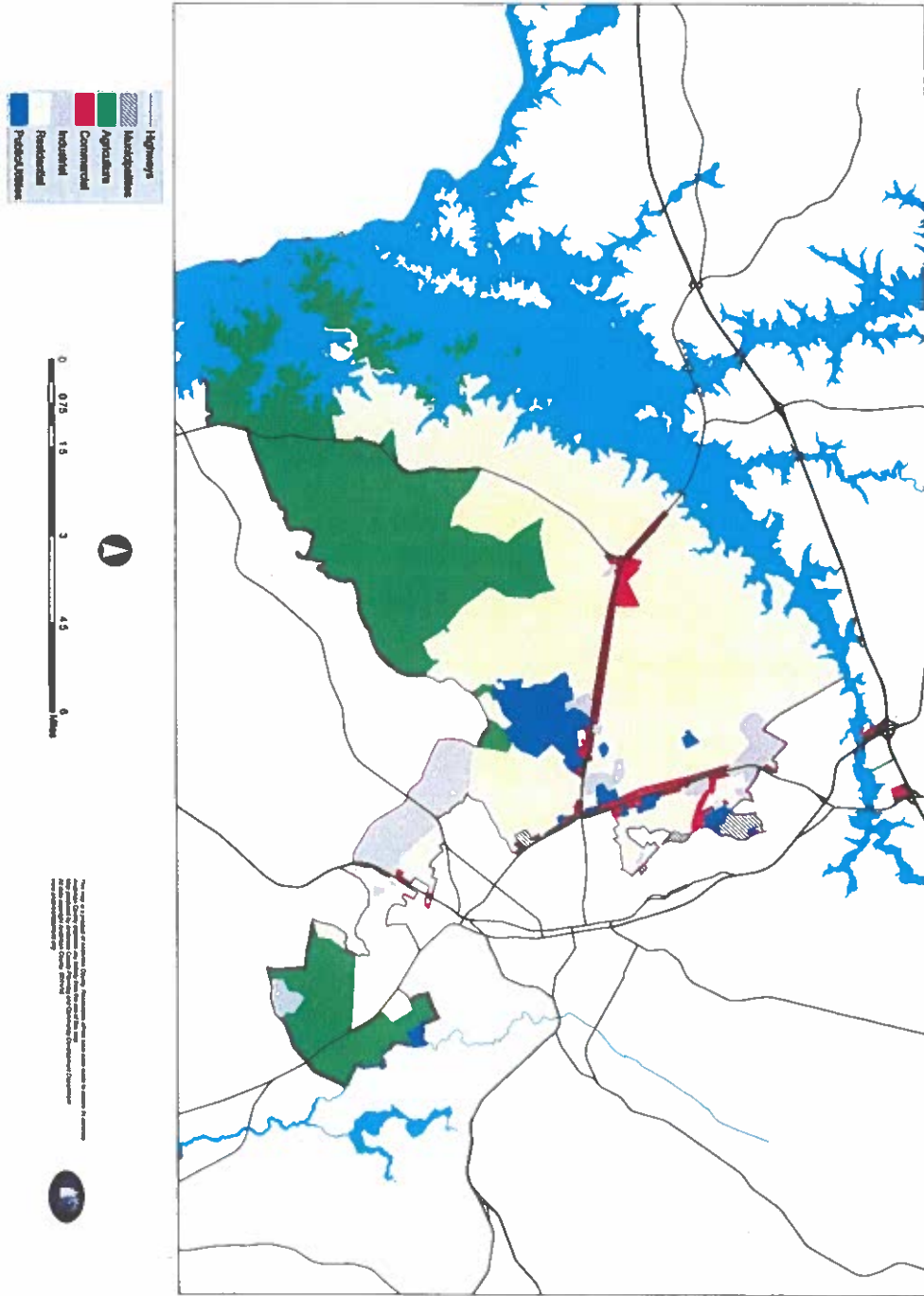
Map 7.6 Current Land Use, Council District 5





Map 7.14 Future Land Use, Council District 5

County Council District 5
Future Land Use



ORDINANCE NO. 2025-032

AN ORDINANCE AUTHORIZING PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A SECOND AMENDED & RESTATED FEE-IN-LIEU OF AD VALOREM TAXES AND ECONOMIC DEVELOPMENT AGREEMENT, BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND TTI CONSUMER POWER TOOLS, INC. (FORMERLY ONE WORLD TECHNOLOGIES, INC.), AS SPONSOR, INCLUDING ONE OR MORE EXISTING OR TO-BE-FORMED OR ACQUIRED SUBSIDIARIES, OR AFFILIATED OR RELATED ENTITIES AND CERTAIN SPONSOR AFFILIATES; AND OTHER RELATED MATTERS.

WHEREAS, Anderson County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”) and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the “State”) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes (“FILOT”) with respect to such investment (“FILOT Payments”); (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (“MCIP Act”) to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county park (“Park”) with Greenville County, South Carolina through that certain Agreement for Development of Joint County Industrial and Business Park dated as of November 16, 2010, as amended (“Park Agreement”); (iv) under Sections 4-1-175, 4-29-68, and 12-44-70 of the Code of Laws of South Carolina 1976, as amended (“Infrastructure Credit Act”), to grant special source revenue credits to reimburse eligible infrastructure expenses; and (v) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, pursuant to the Act, and in order to induce investment in the County, the County Council adopted on April 7, 2015 an inducement resolution (the “Inducement Resolution”) and enacted on May 8, 2015 an ordinance with respect to certain proposed investment by One World Technologies, Inc. (the “Company”), with respect to the design, acquisition, construction and equipping of a manufacturing facility in the County (the “2015 Project”), expected to result in taxable investment of approximately \$85,725,000 in the County and the expected creation of approximately 100 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the 2015 FILOT Agreement); and

WHEREAS, pursuant to the Inducement Resolution, the County entered into a FILOT Agreement with the Company dated May 8, 2015 (the “2015 FILOT Agreement”), whereby the County provided therein for a payment of a fee- in-lieu-of taxes by the Company with respect to the Project, and provided for certain infrastructure credits to be claimed by the Company against certain payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, in 2017, the Company approached the County regarding its desire to expand the Project by making additional investments in the County, including additional real property improvements and personal property expenditures related to the construction of certain office and research and

development facilities at the Project site (“2017 Expansion Project”); and due to the additional investments contemplated for the 2017 Expansion Project, the County approved, by County Council Ordinance No. 2017-012 adopted May 2, 2017, that certain First Amendment to the 2015 Fee Agreement (“2017 First Amendment”) providing for enhanced SSRC benefits to the Company; and

WHEREAS, in 2020, the Company approached the County regarding its desire to formally add multiple legal entities to the 2015 FILOT Agreement, as amended by the 2017 First Amendment. The County formally approved each of Baja, Inc., Homelite Consumer Products, Inc., OWT Industries, Inc., R&B Sales And Marketing, Inc., Techtronic Industries Factory Outlets, Inc., Techtronic Industries Medical, Inc., Techtronic Industries North America, Inc., TTI Macao Commercial Offshore Limited, Techtronic Cordless GP, and Raymond Leasing Corporation (each a “Sponsor Affiliate” and, together, the “Sponsor Affiliates”) as Sponsor Affiliates pursuant to that certain County Council Resolution #R2020-020 dated August 25, 2020; and

WHEREAS, also in 2020, the Company and the Sponsor Affiliates approached the County regarding its desire to again expand the Project by making additional investments in the County consisting of approximately \$35,000,000 in Economic Development Property (“2020 Expansion Project”); and in recognition of the overperformance of the Company and the Sponsor Affiliates with respect to the 2015 Investment Commitment and the 2015 Jobs Commitment, the County agreed to amend and restate the 2015 FILOT Agreement, as amended by the 2017 First Amendment (the “2020 A&R FILOT Agreement”), to provide for enhanced SSRC benefits to the Company and the Sponsor; and

WHEREAS, as of December 31, 2024, the Company and the Sponsor Affiliates have invested more than \$500,000,000 in the County and \$580,000,000 across the state and created more than 1,000 new full-time equivalent jobs in the County and throughout the state, surpassing the 2015 Investment Commitment and 2015 Jobs Commitment and qualifying the 2020 A&R FILOT Agreement for the maximum investment period permitted by Section 12-44-30(13) of the Act; and

WHEREAS, in 2025, the Company and the Sponsor Affiliates approached the County regarding a desire to extend the Investment Period to allow additional investments to be made at the Project (“2025 Expansion Project and, together with the 2015 Project, the 2017 Expansion Project, and the 2020 Expansion Project, the “Project”); and in recognition of the overperformance of the Company and the Sponsor Affiliates, the County has agreed to amend the 2020 A&R FILOT Agreement to reflect the 2025 Expansion Project, to provide for the maximum investment period permitted by law, to remove Baja, Inc. and TTI Macao Commercial Offshore Limited as Sponsor Affiliates, and to add Royal Appliance Mfg. Co. as an additional Sponsor Affiliate by way of compliance with the Joinder Agreement requirement of Section 3.11, as described in more detail in the Second Amended & Restated FILOT Agreement (“2025 A&R FILOT Agreement”) attached hereto as **Exhibit A** (collectively, the “Amendments”); and

WHEREAS, the County Council desires to amend the 2020 A&R FILOT Agreement to reflect the Amendments; and

WHEREAS, the parties recognize and acknowledge that the Company and the Sponsor Affiliates would not otherwise undertake the 2025 Expansion Project in the County but for the delivery of the incentives as set forth herein; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the 2025 A&R FILOT Agreement, attached hereto as **Exhibit A**, which is reflective of the Expanded Project and which the County proposes to execute and deliver; and

WHEREAS, it appears that the 2025 A&R FILOT Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended; and

WHEREAS, Royal Appliance Mfg. Co. has executed a Joinder Agreement, a copy of which is attached hereto as **Exhibit B**, which agreement binds Royal Appliance Mfg. Co. to the terms of the 2025 A&R FILOT Agreement, as required by Section 12-44-130 of the Act.

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

Section 1. *Project Finding.* The County hereby finds and affirms, based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 2. *Authorization to Execute and Deliver Second Amended & Restated FILOT Agreement.* The form, terms, and provisions of the Second Amended & Restated FILOT Agreement presented to this meeting, attached hereto as **Exhibit A**, and filed with the Clerk to County Council are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Second Amended & Restated FILOT Agreement was set out in this Ordinance in its entirety. The Chair of County Council is authorized and directed to execute the Second Amended & Restated FILOT Agreement with any minor modifications and revisions as may be approved by the Chair of County Council, the County Administrator, and the County Attorney, in the name of and on behalf of the County, and the Clerk to County Council is authorized and directed to attest the same; and the Chair of County Council, the County Administrator, and the County Attorney are further authorized and directed to deliver the executed Amended & Restated FILOT Agreement to the Company.

Section 3. *Approval of Sponsor Affiliate & Joinder Agreement.* The County Council hereby designates and specifically approves Royal Appliance Mfg. Co. as a Sponsor Affiliate under the 2025 A&R FILOT Agreement within the meaning of the Act and hereby acknowledges and consents to the form, terms, and provisions of the Joinder Agreement presented to this meeting, attached hereto as **Exhibit B**, and filed with the Clerk to County Council.

Section 4. *Further Acts.* The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an “Authorized Individual”), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 5. *General Repealer.* All ordinances, resolutions, and their parts in conflict with this Ordinance are, to the extent of that conflict repealed.

Section 6. *Severability.* Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

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

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

ANDERSON COUNTY COUNCIL:

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee D. Watts
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

READINGS:

First reading: August 19, 2025 (tentative)
Second reading: September 2, 2025 (tentative)
Public hearing: September 2, 2025 (tentative)
Third reading: September 16, 2025 (tentative)

EXHIBIT A

Second Amended & Restated FILOT Agreement

[ATTACHED]

EXHIBIT B

Joinder Agreement

[ATTACHED]

JOINDER AGREEMENT

Reference is hereby made to (i) that certain Second Amended & Restated Fee in Lieu of *Ad Valorem* Taxes and Economic Development Agreement (“Second A&R Fee Agreement”) by and among Anderson County, South Carolina (“County”), TTI Consumer Power Tools, Inc. (“Sponsor”), and certain Sponsor Affiliates (together with the Sponsor, the “Company”) originally dated as of May 8, 2015, first amended and restated as of December 1, 2020, and second amended and restated again as of [DATE], 2025.

1. Joinder to Fee Agreement.

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Second A&R Fee Agreement; (b) acknowledges and agrees that (i) in accordance the Second A&R Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Second A&R Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Second A&R Fee Agreement and Section 12-44-30(A)(19) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Second A&R Fee Agreement.

2. **Capitalized Terms.**

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Second A&R Fee Agreement.

3. **Governing Law.**

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. **Notice.**

Notices under Section 4.1 of the Second A&R Fee Agreement shall be sent to:

[NAME]
Royal Appliance Mfg. Co.
[ADDRESS]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective for tax year 2025 and all subsequent tax years.

Date

ROYAL APPLIANCE MFG. CO.

By: _____

Its: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

By: _____

Name: _____

Its: _____

Date: _____

Address: _____

SECOND AMENDED & RESTATED

FEE-IN-LIEU OF *AD VALOREM* TAXES AND ECONOMIC DEVELOPMENT AGREEMENT

BY AND BETWEEN

**TTI CONSUMER POWER TOOLS, INC.
(FORMERLY ONE WORLD TECHNOLOGIES, INC.)**

AND

ANDERSON COUNTY, SOUTH CAROLINA

**Originally Dated as of
May 8, 2015**

**First Amended & Restated as of
December 1, 2020**

**Second Amended & Restated as of
[DATE], 2025**

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
1221 MAIN STREET, SUITE 1100
COLUMBIA, SOUTH CAROLINA 29201
(803) 255-8000**

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	
Section 1.1	<i>Terms</i>..... 3
ARTICLE II REPRESENTATIONS AND WARRANTIES	
Section 2.1	<i>Representations of the County</i> 6
Section 2.2	<i>Representations of the Company</i>..... 6
Section 2.3	<i>Representations of the Sponsor Affiliate</i> 7
ARTICLE III FILOT PAYMENTS	
Section 3.1	<i>Negotiated Payments</i> 7
Section 3.2	<i>Special Source Revenue Credit</i> 8
Section 3.3	<i>FILOT Payments on Replacement Property</i>..... 9
Section 3.4	<i>Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty</i>..... 9
Section 3.5	<i>Place and Allocation of FILOT Payments</i> 9
Section 3.6	<i>Removal of Equipment</i> 10
Section 3.7	<i>Damage or Destruction of Project</i> 10
Section 3.8	<i>Condemnation</i>..... 10
Section 3.9	<i>Maintenance of Existence</i> 11
Section 3.10	<i>Confidentiality/Limitation on Access to Project</i>..... 11
Section 3.11	<i>Addition of Sponsor Affiliates</i>..... 12
Section 3.12	<i>Assignment and Subletting</i>..... 12
Section 3.13	<i>Events of Default</i> 12
Section 3.14	<i>Remedies on Default</i>..... 12
Section 3.15	<i>Collection of FILOT Payments</i>..... 13
Section 3.16	<i>Remedies Not Exclusive</i> 13
Section 3.17	<i>Leased Equipment</i> 13
Section 3.18	<i>Waiver of Recapitulation Requirements</i> 13
Section 3.19	<i>Fiscal Year; Property Tax Year</i> 13
Section 3.20	<i>Reports; Filings</i> 13
Section 3.21	<i>Payment of Administrative Expenses</i>..... 13
ARTICLE IV MISCELLANEOUS	
Section 4.1	<i>Notices</i>..... 14
Section 4.2	<i>Binding Effect</i>..... 15
Section 4.3	<i>Counterparts</i> 15

Section 4.4	<i>Governing Law</i>	15
Section 4.5	<i>Headings</i>	15
Section 4.6	<i>Amendments</i>	15
Section 4.7	<i>Further Assurance</i>	15
Section 4.8	<i>Severability</i>	15
Section 4.9	<i>Limited Obligation</i>	16
Section 4.10	<i>Indemnification</i>	16

EXHIBIT A: Property Description

EXHIBIT B: Certificate as to Cumulative Investment in Cost of Infrastructure

EXHIBIT C: Joinder Agreement

EXHIBIT D: Permit Fee Schedule

EXHIBIT E: Schedule of SSRC Benefits

EXHIBIT F: Schedule of Sponsor Affiliates

SECOND AMENDED & RESTATED FEE-IN-LIEU OF AD VALOREM TAXES
AND ECONOMIC DEVELOPMENT AGREEMENT

THIS SECOND AMENDED & RESTATED FEE-IN-LIEU OF AD VALOREM TAXES AND ECONOMIC DEVELOPMENT AGREEMENT (“Fee Agreement”) is made and entered into as of [DATE], 2025, by and between Anderson County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Anderson County Council (“County Council”) as the governing body of the County, TTI Consumer Power Tools, Inc. (“Sponsor”), a Delaware corporation formerly known as One World Technologies, Inc. that is authorized to conduct business in South Carolina, along with certain affiliated or related entities, and assigns, as Sponsor, and each other party that joins or has previously joined as a Sponsor Affiliate as the term is defined in this Fee Agreement (collectively, “Company”) (hereinafter, the County, the Company, and all Sponsor Affiliates are each referred to individually as a “Party” and, collectively, as “Parties”).

WITNESSETH:

(a) The County acting by and through its County Council is authorized by Title 12 and Chapter 44 of the Code of Laws of South Carolina 1976, as amended (collectively “Act”), and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes (“FILOT”) with respect to such investment; (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (“MCIP Act”), to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county park with Greenville County, South Carolina (“Park”) through the Agreement for Development of Joint County Industrial and Business Park dated as of November 16, 2010, as amended (“Park Agreement”); (iv) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended (“Infrastructure Credit Act”); and (v) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code; and

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

(c) The Company, as Sponsor, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities and any Sponsor Affiliates that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein to be further set forth in future agreements, and, to the extent allowed by law, plans to establish one or more commercial or industrial facilities in the County and expand one or more existing facilities in the County through the acquisition, lease, construction and purchase of certain land, buildings, furnishings, fixtures, apparatuses, and equipment

(the “2015 Project”), which will result in new investment in real and personal property estimated to be no less than \$85,725,000 in the County (“2015 Investment Commitment”) and creation of at least 100 new full-time equivalent jobs, with benefits in the County (“2015 Jobs Commitment”); and

(d) Pursuant to a Resolution adopted April 7, 2015, the County Council identified the Project, as required under the Act, and pursuant to County Council Ordinance No. 2015-011 adopted May 8, 2015, (“Fee Ordinance”), authorized (i) the execution and delivery of that certain Fee in Lieu of Ad Valorem Taxes and Economic Development Agreement dated May 8, 2015 (“2015 Fee Agreement”) with the Company and any Sponsor Affiliates; (ii) the inclusion of the Project in the Park, pursuant to that certain Agreement for Development of Joint County Industrial and Business Park effective as of November 16, 2010, as amended (“Park Agreement”); (iii) the grant of Special Source Revenue Credits (defined below) in amounts as more fully described in this Fee Agreement; (iv) the extension of the initial investment period under the Fee Agreement of five (5) years by an additional five years, for a total investment period term of ten (10) years; (v) the extension of the term of the fee-in-lieu of *ad valorem* taxes arrangement under the Fee Agreement of 30 years by an additional ten (10) years, for a total term of forty (40) years; (vi) to provide for the waiver of any fees applied by the County’s Building and Codes Department, up to \$250,000, as described herein; (vii) the receipt and administration of certain state and utility economic development grants for the benefit of the Project as further described herein; (viii) the provision of County funding necessary to cover the costs of the Project Infrastructure Improvements (as further described herein) not otherwise covered by the state and utility grants provided for the Project; (ix) the provision of a dedicated County liaison to assist the Company and any Sponsor Affiliate with all locational, permitting and startup matters in connection with the Project and with ongoing existing business support services provided by the County; and (x) other incentives further described in this Fee Agreement or that Infrastructure Credit Agreement dated May 8, 2015 by and between the County and the Company; and

(e) In 2017, the Company approached the County regarding its desire to expand the Project by making additional investments in the County, including additional real property improvements and personal property expenditures related to the construction of certain office and research and development facilities at the Project site (“2017 Expansion Project”). Due to the additional investments contemplated for the 2017 Expansion Project, the County approved, by County Council Ordinance No. 2017-012 adopted May 2, 2017, that certain First Amendment to the 2015 Fee Agreement (“2017 First Amendment”) providing for enhanced SSRC benefits to the Company; and

(f) In 2020, the Company approached the County regarding its desire to formally add multiple legal entities to the 2015 Fee Agreement, as amended by the 2017 First Amendment. The County formally approved each of Baja, Inc., Homelite Consumer Products, Inc., OWT Industries, Inc., R&B Sales And Marketing, Inc., Techtronic Industries Factory Outlets, Inc., Techtronic Industries Medical, Inc., Techtronic Industries North America, Inc., TTI Macao Commercial Offshore Limited, Techtronic Cordless GP, and Raymond Leasing Corporation as Sponsor Affiliates pursuant to that certain County Council Resolution #R2020-020 dated August 25, 2020; and

(g) In 2020, the Company approached the County regarding its desire to again expand the Project by making additional investments in the County consisting of approximately \$35,000,000 in Economic Development Property (“2020 Expansion Project”). In recognition of the overperformance of the Company in regard to the 2015 Investment Commitment and 2015 Jobs Commitment, the County agreed to amend and restate the 2015 Fee Agreement, as amended (“2020 A&R Fee Agreement”) to provide for enhanced SSRC benefits to the Company, pursuant to that certain County Council Ordinance # 2020-018, dated December 1, 2020; and

(h) In 2021, the Company approached the County regarding its desire to formally add additional legal entities and additional real property to the 2020 A&R Fee Agreement. The County formally approved Hart Consumer Products, Inc. as a Sponsor Affiliate and formally approved the addition of certain real property pursuant to those certain County Council Resolutions #2021-045, dated September 21, 2021, and #2021-049, dated October 19, 2021; and

(i) In 2023, the Company approached the County regarding its desire to formally revise the real property description in Exhibit A to the 2020 A&R Fee Agreement to reflect the sale of certain property and the subdivision of certain other property. The County formally approved the revisions pursuant to that Certain County Council Resolution No. 2023-006; and

(j) As of December 31, 2024, the Company, the Sponsor Affiliates, and each of their related or affiliated entities have collectively invested more than \$500,000,000 in the County, collectively invested more than \$580,000,000 throughout the State, and currently employ more than 1,000 full-time equivalent jobs throughout the State, thereby qualifying the 2020 A&R Agreement for the maximum investment period permitted by Section 12-44-30(13) of the Act; and

(k) In 2025, the Company and the Sponsor Affiliates approached the County regarding a desire to extend the Investment Period to allow additional investments to be made at the Project (“2025 Expansion Project and, together with the 2015 Project, the 2017 Expansion Project, and the 2020 Expansion Project, the “Project”). In recognition of the overperformance of the Company, the County agreed to amend the 2020 A&R Fee Agreement to reflect the 2025 Expansion Project, to provide for the maximum investment period permitted by law, to remove Baja, Inc. and TTI Macao Commercial Offshore Limited as Sponsor Affiliates, and to add Royal Appliance Mfg. Co. as an additional Sponsor Affiliate by way of compliance with the Joinder Agreement requirement of Section 3.11 of this Fee Agreement, all pursuant to that certain County Council Ordinance # [2025-??], dated [DATE], 2025.

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

ARTICLE I DEFINITIONS

Section 1.1 Terms. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“Chair” means the Chair of the County Council.

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

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

“Commencement Date” means the earlier of: (a) the last day of the first property tax year during which Economic Development Property (defined below) is placed in service; or (b) the last day of the property tax year that is three years from the year in which the Parties entered into this Fee Agreement.

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

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

“Department” means the South Carolina Department of Revenue.

“Diminution of Value” in respect of any Phase of the Project means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 3.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.8 of this Fee Agreement.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Company and, as applicable, any Sponsor Affiliate in connection with its annual filing of a SCDOR PT-100, PT-300 or comparable forms with the Department (as such filing may be amended from time to time) for each year within the Investment Period, as that period may be extended by subsequent, formal action of County Council, or automatically as permitted under the Act or under this Fee Agreement. Title to all Economic Development Property shall at all times remain vested in the Company and, as applicable, in any Sponsor Affiliate, except as may be necessary to take advantage of the effect of Section 12-44-160 of the Act.

“Equipment” means all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company and, as applicable, any Sponsor Affiliate, during the Investment Period as a part of the Project.

“Event of Default” means any Event of Default specified in Section 3.13 of this Fee Agreement.

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

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

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

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

“Investment Commitment” shall mean that amount set forth in the recitals of this Fee Agreement and shall include but not be limited to (i) taxable and non-taxable capital expenditures, without regard to depreciation, which are made by the Company or any Sponsor Affiliate towards or for the benefit of the Project; (ii) capital expenditures, whether considered Economic Development Property or non-Economic Development Property, without regard to the depreciation, which are made by the Company or any Sponsor Affiliate towards or for the benefit of the Project, regardless of the source of payment of such expenditures; (iii) the value of any assets leased by the Company or any Sponsor Affiliate, without regard

to the depreciation, regardless of the source of payment of such expenditures so long as the value of such leased assets are reported by the Company or any Sponsor Affiliate on their respective SCDOR PT-100 or PT-300; and (iv) any other expenditures made by the Company or any Sponsor Affiliate that the County and the Company and, as applicable, any Sponsor Affiliate, may mutually agree upon in a writing that is executed by an authorized representative of the Company and the County Administrator. The Investment Commitment for purposes of the Investment Commitment stated herein shall include those expenditures made by both the Company and any Sponsor Affiliate prior to the end of the Investment Period.

“Investment Period” means the period beginning with the first day that Economic Development Property is purchased or acquired and ending fifteen (15) years after the Commencement Date. The Investment Period is expected to end December 31, 2031. Pursuant to Section 12-44-30(13) of the Act, the Investment Period has been extended to the maximum length permitted. In the event the Act is subsequently amended to permit additional extension of the Investment Period, the County may, at its discretion, extend this period in accordance therewith.

“Jobs Commitment” shall have the meaning set forth in the recitals set forth in this Fee Agreement and further clarified to include any new, full-time jobs with benefits created by the Company and any Sponsor Affiliate.

“Minimum Investment” shall have the meaning given to such term under Section 12-44-30(14) of the FILOT Simplification Act.

“Phase” or “Phases” in respect to the Project means the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period, as extended.

“Phase Termination Date” means with respect to each Phase of the Project the day thirty-nine years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the thirty-ninth full calendar year, after the Commencement Date.

“Project” shall include the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases.

“Project Infrastructure Improvements” shall have the meaning set forth in the Project Infrastructure Agreement between the County, the Company, and Red Rock Developments, LLC.

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

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

Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and, as applicable, any Sponsor Affiliate and treated as a Removed Component under Section 3.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Sponsor Affiliate” means an affiliate that joins with or is an affiliate of the Company whose investment with respect to the Project shall be considered part of the Investment Commitment and qualify for FILOT Payments and other benefits pursuant to Section 3.1 hereof and Sections 12-44-30(A) and 12-44-130 of the Act and who executes and delivers a Joinder Agreement in a form substantially similar to that attached hereto as **Exhibit C**, and shall include each entity listed as a sponsor affiliate on the schedule attached hereto as **Exhibit F**, as supplemented from time to time.

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

(a) The Company is a corporate entity, duly organized and authorized to transact business under the laws of the State of South Carolina, and has the power to enter into this Fee Agreement.

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

(c) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof.

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

Section 2.3 Representations of the Sponsor Affiliates. Each of the Sponsor Affiliates hereby represents and warrants to the County as follows:

(a) The Sponsor Affiliate is organized and authorized as set forth in the Joinder Agreement and has the power to enter into this Fee Agreement.

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

(c) The Sponsor Affiliate intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof.

(d) The availability of the FILOT and the allowance of Special Source Revenue Credits, with regard to the Economic Development Property authorized by the Act, along with other incentives provided by the County, have induced the Sponsor Affiliate to undertake the Project in the County.

ARTICLE III FILOT PAYMENTS

Section 3.1 Negotiated Payments.

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

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

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following thirty-nine (39) years, unless extended by the Parties in accordance with the Act, using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and, as applicable, any Sponsor Affiliate, for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as

amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

- Step 2: Apply an assessment ratio of 6.0% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the thirty-nine years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, by any Sponsor Affiliate, under the Act.
- Step 3: Multiply the taxable value determined in the preceding step by the applicable millage rate as shown in **Exhibit A** hereto, which millage rate is believed to be the lowest rate permissible by the FILOT Act (and which millage rate shall be a fixed rate for the term of this Fee Agreement), to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments for a total of forty (40) years for each item of eligible Project property, or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, any Sponsor Affiliate, under the Act.
- Step 4: With respect to the annual FILOT Payments paid to the County, the County shall subtract from the FILOT Payment to be invoiced to the Company and, as applicable, any Sponsor Affiliate an amount equal to the value of the annual Special Source Revenue Credits as further defined under Section 3.2 of this Fee Agreement.

(c) The County shall ensure that the Project is incorporated and will remain in the Park during the Fee Term. If, for any reason, the Park Agreement is modified, or otherwise terminated, then the County shall ensure that the Project shall be immediately placed into another multi-county park arrangement established pursuant to the MCIP Act, to which the County is party and that would enable the Sponsor and any Sponsor Affiliate receive the benefits afforded by having the Project incorporated into a Park.

(d) In the event that the Act and/or the above-described FILOT Payments or Special Source Revenue Credits are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company and, as applicable, any Sponsor Affiliate, with the benefits to be derived hereunder. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company, or any Sponsor Affiliate, as applicable, shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, or any Sponsor Affiliate, as applicable, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company or any Sponsor Affiliate, as applicable, to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company, or any Sponsor Affiliate, as applicable, with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

Section 3.2 Special Source Revenue Credit. As an inducement for the Investment Commitment and in accordance with Section 12-44-70 of the Act, the County grants to the Company, and, as applicable, any Sponsor Affiliate, Special Source Revenue Credit (“SSRC”) benefits in accordance with the schedule attached hereto as **Exhibit E**.

With respect to the SSRC, the County shall automatically reflect the SSRC against the FILOT Payment on those FILOT invoices provided by the County to the Company and any Sponsor Affiliate. The Company, and, as applicable, any Sponsor Affiliate, shall be permitted to utilize the SSRC to offset any qualifying expenditures as provided under the Infrastructure Credit Act.

The Company and any Sponsor Affiliate intends to use the SSRC to pay for or reimburse itself for eligible expenditures (“Cost of Infrastructure”), which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Real Property. Prior to the first year’s SSRC to be credited against the Company’s FILOT Payments as provided in this Section 3.2, the Company shall certify the cumulative total amount of the Cost of the Infrastructure as of December 31 of the year to which such FILOT Payments relate. For example, should the Company elect to apply the SSRC against its 2017 FILOT bill (which is anticipated to be due and payable on or before January 15, 2018), the Company shall certify the cumulative total amount of the Cost of the Infrastructure as of December 31, 2016. The form of such certification is attached hereto as **Exhibit B**. The Company shall re-certify the cumulative amount of the Cost of the Infrastructure if, in any year in which an SSRC is to be applied, the cumulative amount of the SSRCs will exceed the cumulative amount of the Cost of Infrastructure as previously certified. The Company and Sponsor Affiliates, if any, shall not claim or be entitled to any abatement of *ad valorem* property taxes to which it might otherwise be entitled with respect to any property for which the SSRC is provided by the County.

Section 3.3 FILOT Payments on Replacement Property. If the Company and, as applicable, any Sponsor Affiliate, elect to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company and, as applicable, any Sponsor Affiliate, shall make statutory payments in lieu of *ad valorem taxes* with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property (“Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (“Original Value”) the amount of the FILOT Payments to be made by the Company and, as applicable, any Sponsor Affiliate, with respect to such Replacement Property, shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to forty (40) (or, if greater, the maximum number of years for which the annual fee payments are available to the Company and, as applicable, any Sponsor Affiliate, for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

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

Section 3.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project after the Investment Period and during the remainder of the Fee Term, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof.

Section 3.5 Place and Allocation of FILOT Payments. The Company and, as applicable, any Sponsor Affiliate, shall make the above-described FILOT Payments directly to the County in accordance

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

Section 3.6 Removal of Equipment. Subject always to Section 3.3 and to the statutory requirement to maintain the Minimum Investment in the Project in order to maintain the FILOT arrangement herein, the Company and, as applicable, any Sponsor Affiliate, shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (“Removed Components”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) hereof.

Section 3.7 Damage or Destruction of Project.

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

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

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

Section 3.8 Condemnation.

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

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company and, as applicable, any Sponsor Affiliate, may elect: (i) to terminate this Fee Agreement (with respect to its Project property only); (ii) to repair and restore the Project, with such reductions or

enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 3.9 Maintenance of Existence. The Company and, as applicable, any Sponsor Affiliate agree (i) that they shall not take any action which will materially impair the maintenance of their corporate existence and (ii) that they will maintain their good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the corporate existence of the Company or, as applicable, any Sponsor Affiliate, that result from internal restructuring or reorganization of the Company or, as applicable, any Sponsor Affiliate, or their parents are specifically authorized hereunder; and further, subject to the provisions of Section 3.13(d) hereof, the Company and, as applicable, any Sponsor Affiliate are entitled to cease operations of the Project at any time without that cessation constituting an Event of Default under this Fee Agreement. Likewise, benefits granted to the Company and, as applicable, any Sponsor Affiliate, under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.12 hereof. Such transfers to a successor entity substantially similar in nature and function to the Company and, as applicable, any Sponsor Affiliate, are specifically approved and authorized by the County without any further action by the County Council.

Section 3.10 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company and, as applicable, any Sponsor Affiliate, utilize confidential and proprietary “state-of-the-art” information and data in their operations, and that a disclosure of any information, including, but not limited to, disclosures of financial or other information concerning the Company’s operations and, as applicable, any Sponsor Affiliate’s operations, could result in substantial harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County’s police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the foregoing, whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Fee Agreement is in effect, the Company or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company or owner to comply with this provision, the Company or owner agrees to pay the statement for attorneys fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company and, as applicable, any Sponsor Affiliate, may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 3.11 Addition of Sponsor Affiliates. Upon request of and at the expense of the Company, the County may approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Fee Agreement and which agrees to be bound by the terms of that Joinder Agreement attached as **Exhibit C**. The County may approve of such future Sponsor Affiliate by passing a Resolution approving or ratifying the addition of such Sponsor Affiliate.

Section 3.12 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company and, as applicable, any Sponsor Affiliate, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. To the extent any consent of the County for such assignment or sublease is required by the Act and requested, the County may grant such consent by adoption of a Resolution, not to be unreasonably withheld.

Section 3.13 Events of Default. The following are “Events of Default” under this Fee Agreement, and the term “Events of Default” means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

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

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

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

Section 3.14 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company or, as applicable, any Sponsor Affiliate (a copy of which shall be provided to the Company by the County), of such default and after the expiration of a ninety (90) day cure period shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

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

(c) With respect to the SSRC, the exclusive remedy shall be set forth in Section 3.2 of this Fee Agreement.

(d) With respect to the fee-in-lieu of *ad valorem* tax benefits, the exclusive remedy shall be set forth in Section 3.1 of this Fee Agreement.

Section 3.15 *Collection of FILOT Payments.* In addition to all other remedies herein provided, the nonpayment of FILOT Payments shall constitute a lien on the Project for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

Section 3.16 *Remedies Not Exclusive.* No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 3.17 *Leased Equipment.* To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed at the Project and leased to but not purchased by the Company and, as applicable, any Sponsor Affiliate, from at least one third party, under any form of lease, then that personal property, at the Company's or Sponsor Affiliate's sole election, will become subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement, upon proper application of the law and applicable procedures by the Company, and, as applicable, any Sponsor Affiliate and so long as the value of such leased assets are reported by the Company or any Sponsor Affiliate, as applicable, on their respective SCDOR PT-100 or PT-300.

Section 3.18 *Waiver of Recapitulation Requirements.* As permitted under Section 12-44-55 of the Act, the Company and County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that, and so long as, the Company provides the County with copies of all filings which the Company is required to make pursuant to the Act.

Section 3.19 *Fiscal Year; Property Tax Year.* If the Company's and, as applicable, any Sponsor Affiliate's, fiscal year changes so as to cause a change in the Company's property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly.

Section 3.20 *Reports; Filings.*

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

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

Section 3.21 *Payment of Administrative Expenses.* The Company will reimburse, or cause reimbursement to, the County from time to time for reasonable and necessary amounts that are customary and standard, including reasonable attorney's fees and costs, actually incurred, or that will be actually incurred, by the County with respect to the County's fulfillment of its obligations under the Fee Agreement and other documents in connection with the Project ("Transaction Documents") in the

implementation of its terms and provisions (“Administrative Expenses”). The Company will make such reimbursement of Administrative Expenses upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by the Transaction Documents, and, aside from reasonable attorneys’ fees set forth below, or as may be necessitated in the future by request of the Company pertaining to matters outside of the immediate scope of this Fee Agreement, the County anticipates (but cannot guarantee) that no out of pocket expenses in connection with the Transaction Documents and the transactions authorized hereby should arise in the future. The parties understand that counsel to the County may invoice the Company for those expenses related to the review of the Transaction Documents and all resolutions, ordinances, and other documentation related thereto in an amount not to exceed \$10,000 in the aggregate for the 2015 Project, in an amount not to exceed \$5,000 in the aggregate for the 2020 Expansion Project, and in an amount not to exceed \$5,000 in the aggregate for the 2025 Expansion Project .

Section 3.22 Miscellaneous Incentives. The County shall provide for the following miscellaneous incentives: (i) the waiver of any fees applied by the County’s Building and Codes Department, up to \$250,000, including but not limited to those fees set forth on the summary of fees included as **Exhibit D**; (ii) a dedicated County liaison to assist the Company and any Sponsor Affiliate with all locational, permitting, construction and startup matters in connection with the Project and with ongoing existing business support services provided by the County; (iii) to provide for the administration of certain state and utility grants; (iv) to provide a County grant necessary to cover the costs of the Project Infrastructure Improvements not otherwise covered by the state and utility grants provided for the Project to offset the balance of the costs associated with the Project Infrastructure Improvements; and (iv) to provide for the delivery of the Project Infrastructure Improvements as further set forth in the Project Infrastructure Agreement between the County, the Company, and Red Rocks Development, LLC.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party 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:

AS TO THE COUNTY: Anderson County, South Carolina
 ATTN: Rusty Burns
 County Administrator
 101 South Main Street
 PO Box 8002
 Anderson, SC 29621
 Telephone: +1 (864) 260-4062
 Facsimile: +1 (864) 260-4356
 Email: rburns@andersoncountysc.org

WITH A COPY TO: Anderson County, South Carolina
(shall not constitute notice) ATTN: Leon Harmon
 County Attorney

101 South Main Street
PO Box 8002
Anderson, SC 29621
Telephone: +1 (864) 222-2123
Email: lharmon@andersoncountysc.org

AS TO THE COMPANY: TTI Consumer Power Tools, Inc.
ATTN: Mark A. Rowe, General Counsel & Chief Compliance Officer
115 Innovation Way
Anderson, SC 29625
Telephone: (864) 332-5506
Mark.Rowe@ttigroupna.com

WITH A COPY TO: Parker Poe Adams & Bernstein LLP
(shall not constitute notice) ATTN: Sam C. Moses, Esquire
1201 Main Street, Suite 1450
Columbia, South Carolina 29202
Telephone: (803) 255-8000
Facsimile: (803) 255-8017
Email: sammoses@parkerpoe.com

Section 4.2 Binding Effect. This Fee Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company, any Sponsor Affiliate and the County, and their respective successors and assigns, to the extent allowed by law. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 4.3 Counterparts. This Fee Agreement may be executed in any number of counterparts and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument.

Section 4.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 4.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

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

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

Section 4.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company, and, as applicable, any Sponsor Affiliate, with

the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and, as applicable, any Sponsor Affiliate, the strong inducement to locate the Project in the County.

Section 4.9 Limited Obligation. NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY OR IMPLEMENTATION OF THIS FEE AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

Section 4.10 Indemnification. (a) The Company shall indemnify, defend and save the County, as well as its employees, officers, agents and elected officials (hereinafter collectively the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm, company or other entity arising from the conduct or management of, or from any work or thing done on the Project during the term of the Fee Agreement, and the Company further shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising from any act, error or omission occurring during the term of the Fee Agreement from: (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Fee Agreement, or any other agreement pertaining to the Project, (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, related to the Project, or (iv) any act of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, related to the Project, or (v) any environmental violation, condition or effect related to the Project. The Company shall indemnify, defend and save the Indemnified Parties 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 an Indemnified Party, the Company shall defend it in any such action, prosecution or proceeding, with counsel reasonably acceptable to the County. All such indemnification and save harmless provisions shall be, and are, set forth in the Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties 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 performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the 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, company or other legal entity, 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 have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

(c) These indemnification covenants, at a minimum, shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants, but may expand them or expound upon them, as may be shown in

greater detail in such subsequent documents. In the event of any conflict or inconsistency, the indemnification, defense and save harmless provisions of the Fee Agreement shall always govern.

[signatures on following pages]

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

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

(SEAL)

ATTEST:

Rusty Burns
County Administrator

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

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and the County Administrator and to be attested by the Clerk to County Council; 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.

TTI CONSUMER POWER TOOLS, INC.

BY _____

ITS _____

EXHIBIT A

PROPERTY DESCRIPTION

TMS#	<u>Approximate Acreage</u>	<u>Applicable FILOT Millage</u>
143-00-04-016-000	292.23	309.5 mills
143-00-04-002-000	124.90	309.5 mills
169-00-05-001-000	6.12	309.5 mills
169-00-05-002-000	.46	309.5 mills
169-00-03-007-000	3.87	309.5 mills
169-00-03-006-000	89.88	309.5 mills
169-00-03-004-000	12.18 to 12.362	309.5 mills
169-00-02-003-000	59.13	309.5 mills
169-00-02-007-000	41.02	309.5 mills

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

By: _____
Name: _____
Its: _____
Date: _____
Address: _____

EXHIBIT D
Permit Fee Schedule

[see attached]

EXHIBIT E – Schedule of SSRC Benefits

<u>Associated Tax Year</u>	<u>SSRC Benefit</u>
2021*	95%
2022	95%
2023	95%
2024	95%
2025	95%
2026	95%
2027	95%
2028	95%
2029	95%
2030	95%
2031	85%
2032	85%
2033	85%
2034	85%
2035	85%
2036	60%
2037	60%
2038	60%
2039	60%
2040	60%
2041	50%
2042	50%
2043	50%
2044	50%
2045	50%

* Under the terms of the 2015 Fee Agreement, as amended by the 2017 First Amendment, the Company elected to take its first year of SSRC Benefits in tax year 2017. The SSRC Benefits applicable to prior tax years 2017-2020 was 95%. For more details, see 2015 Fee Agreement and 2017 First Amendment.

EXHIBIT F – List of Sponsors & Sponsor Affiliates

<u>Entity Name</u>	<u>Role</u>
TTI Consumer Power Tools, Inc. (formerly One World Technologies, Inc.)	Sponsor
TTI Outdoor Power Equipment, Inc. (formerly Homelite Consumer Products, Inc.)	Sponsor Affiliate
TTI Power Equipment Manufacturing, Inc. (formerly OWT Industries, Inc.)	Sponsor Affiliate
R&B Sales and Marketing, Inc.	Sponsor Affiliate
Techtronic Industries Factory Outlets, Inc.	Sponsor Affiliate
Techtronic Industries Medical, Inc.	Sponsor Affiliate
Techtronic Industries North America, Inc.	Sponsor Affiliate
Techtronic Cordless GP	Sponsor Affiliate
Raymond Leasing Corporation	Sponsor Affiliate
Hart Consumer Products, Inc.	Sponsor Affiliate
Royal Appliance Mfg. Co.	Sponsor Affiliate

ORDINANCE NO: 2025-036

AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON APPLICATIONS AND ADMINISTRATIVE PROCESSING FOR APPROVAL OF CERTAIN RESIDENTIAL LIVING UNIT PROJECTS IN EXCESS OF FOUR (4) RESIDENTIAL LOTS WITHIN THE UNINCORPORATED AREA OF ANDERSON COUNTY; INVOKING APPLICATION OF THE PENDING ORDINANCE DOCTRINE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council is empowered to enact ordinances or the implementation and enforcement of powers granted to Anderson County Council pursuant to Sections 4-9-30(9) and (17), S.C. Code Ann 1976, as amended, and to exercise such other powers as necessary to promote the health, safety, and welfare of Anderson County;

WHEREAS, the Anderson County Council determines and finds that the unincorporated area of Anderson County is experiencing significant residential growth which is producing a strain on the infrastructure within the unincorporated areas of the County;

WHEREAS, the Anderson County Council is in the process of updating the County Comprehensive Plan, is aware that multiple voting precincts are in the process of considering zoning, and has engaged CodeWright Planners to conduct a review of the provision of the Anderson County Code which involved developments within the unincorporated areas of the County;

WHEREAS, CodeWright Planners is presently engaged in review of the development provisions of the Anderson County Code and preparation of recommendations of amendments to the development provisions of the Anderson County Code;

WHEREAS, the Anderson County Council determines and finds that it would be beneficial for the promotion of the public interest in orderly and prudent development of the County, for the County to complete the CodeWright project involving review and amendment of the development portions of the Anderson County Code;

WHEREAS, the Anderson County Council further determines and finds that the benefits and effectiveness of the CodeWright project will be aided and facilitated by a temporary moratorium on applications and administration processing of such applications for all residential living unit projects in excess of four (4) individual residential lots within the unincorporated areas of Anderson County;

WHEREAS, the Anderson County Council further determines and finds that a period of ninety (90) days in duration is the minimum reasonable time needed to complete the CodeWright project;

WHEREAS, the Anderson County Council believes and finds that it is appropriate to establish, by this Ordinance, a temporary moratorium period of ninety (90) days on the acceptance, processing, and grant of any approvals, permits, or permissions, as desired herein; and

WHEREAS, the Anderson County Council finds that it is in the public interest to invoke the pending ordinance doctrine upon first reading of this Ordinance.

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

1. Moratorium on Development of Residential Living Units. All activities by Anderson County, including County staff and any of the County's agents, boards, or commissions, in connection with the acceptance, review, processing, and granting of applications for approvals, permits, or permissions related to the development or construction of (a) residential subdivisions of more than four (4) lots, and (b) any residential living unit projects to include townhomes, apartments, duplexes, or any other multi-unit development, all of which are located within the unincorporated area of Anderson County, are temporarily suspended and a temporary moratorium established in order for the County, through its officials and staff and any other agents or contractors, to have adequate time and opportunity to complete the CodeWright project and for County Council to amend the development portions of the Anderson County Code.

2. Moratorium Period. This temporary suspension and temporary moratorium shall remain in effect for ninety (90) days from the date of third reading of this Ordinance when it shall terminate, unless extended by further action of the Council.

3. Pending Ordinance Doctrine. Applications for permits of sufficient form and content as determined by County staff, received by the County prior to the date of the beginning first reading of the adoption of this Ordinance, may be reviewed and processed by the County. Otherwise, the provisions of this Ordinance shall be effective under the pending ordinance doctrine from the date of approval of first reading.

4. Moratorium Extension. The Council, by subsequent Ordinance, may extend the temporary suspension and temporary moratorium for a further time period upon appropriate funding.

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

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

7. This Ordinance shall take effect and be in full force upon the third reading and enactment of by Anderson County Council.

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

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

6.

ORDINANCE NO. 2025-037

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

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on _____, 2025 an inducement resolution (the “*Inducement Resolution*”) with respect to certain proposed investment by [Project Ina], a _____ (the “*Company*”) (which was known to the County at the time as “*Project Ina*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more new distribution/manufacturing facilities in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$18,000,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Rusty Burns, Anderson County Administrator

Renee D. Watts, Clerk to Anderson County Council

APPROVED AS TO FORM:

Leon C. Harmon, Anderson County Attorney

First Reading: _____, 2025
Second Reading: _____, 2025
Third Reading: _____, 2025
Public Hearing: _____, 2025

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 _____, 2025, _____, 2025, and _____, 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.

Renee D. Watts, 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 INA]

Dated as of _____, 2025

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS3
SECTION 1.02 PROJECT-RELATED INVESTMENTS6

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

SECTION 2.01 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY.....7
SECTION 2.02 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COMPANY7

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 3.01 THE PROJECT8
SECTION 3.02 DILIGENT COMPLETION8
SECTION 3.03 FILINGS AND REPORTS8

ARTICLE IV

FILOT PAYMENTS

SECTION 4.01 FILOT PAYMENTS10
SECTION 4.02 SPECIAL SOURCE CREDITS11
SECTION 4.03 FAILURE TO ACHIEVE MINIMUM INVESTMENT REQUIREMENT12
SECTION 4.04 REMOVAL OF EQUIPMENT12
SECTION 4.05 FILOT PAYMENTS ON REPLACEMENT PROPERTY13
SECTION 4.06 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT MAINTENANCE
REQUIREMENT13

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 5.01 CESSATION OF OPERATIONS14
SECTION 5.02 RIGHTS TO INSPECT14
SECTION 5.03 CONFIDENTIALITY14
SECTION 5.04 LIMITATION OF COUNTY’S LIABILITY14
SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS.....15
SECTION 5.06 INDEMNIFICATION COVENANTS15
SECTION 5.07 QUALIFICATION IN STATE16
SECTION 5.08 NO LIABILITY OF COUNTY’S PERSONNEL16
SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS16
SECTION 5.10 ADMINISTRATION EXPENSES17
SECTION 5.11 PRIORITY LIEN STATUS17
SECTION 5.12 INTEREST; PENALTIES17
SECTION 5.13 SPONSOR AFFILIATES.....17

ARTICLE VI

DEFAULT

SECTION 6.01 EVENTS OF DEFAULT19
SECTION 6.02 REMEDIES UPON DEFAULT19
SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES20
SECTION 6.04 NO WAIVER20

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 NOTICES.....21
SECTION 7.02 BINDING EFFECT21

SECTION 7.03 COUNTERPARTS	22
SECTION 7.04 GOVERNING LAW.....	22
SECTION 7.05 HEADINGS.....	22
SECTION 7.06 AMENDMENTS.....	22
SECTION 7.07 FURTHER ASSURANCE	22
SECTION 7.08 INVALIDITY; CHANGE IN LAWS.....	22
SECTION 7.09 TERMINATION BY COMPANY.....	22
SECTION 7.10 ENTIRE UNDERSTANDING	23
SECTION 7.11 WAIVER	23
SECTION 7.12 BUSINESS DAY	23
SECTION 7.13 FACSIMILE/SCANNED SIGNATURES.....	23

EXHIBIT A – DESCRIPTION OF LAND

EXHIBIT B – INVESTMENT CERTIFICATION

EXHIBIT C – INFRASTRUCTURE INVESTMENT CERTIFICATION

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

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

Company Name:	<i>To be provided</i>	Project Name:	Project Ina
Projected Investment:	\$18,000,000	Projected Jobs:	N/A
Location (street):	<i>To be provided</i>	Tax Map No.:	<i>To be provided</i>
1. FILOT			
Required Investment:	\$15,000,000	Required Jobs:	N/A
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	338.82 mills	Net Present Value (if yes, discount rate):	
Clawback information:			
2. MCIP			
Included in an MCIP:	Anderson/Greenville Park (2010)		
If yes, Name & Date:			
3. SSC			
Total Amount:			
No. of Years	30 years		
Yearly Increments:	85% years 1-6; 35% years 7-30		
Clawback information:	If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the SSC will be reduced to 20% prospectively.		
4. Other information	In the event \$18,000,000 has been invested within the Standard Investment Period, the Standard Investment Period shall be extended an additional 5 years.		

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 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 INA], a _____ organized and existing under the laws of the State of _____ (the “*Company*”).

RECITALS

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

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

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

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

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

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

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

ARTICLE I DEFINITIONS

Section 1.01 Definitions

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

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

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

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

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

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

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

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$15,000,000.00 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period plus the Extended Investment Period, if applicable.

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

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

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

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

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

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

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

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

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

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

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

“State” shall mean the State of South Carolina.

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

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

**ARTICLE II
REPRESENTATIONS, WARRANTIES, AND AGREEMENTS**

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 338.82 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2025, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

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

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

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

[End of Article II]

**ARTICLE III
COMMENCEMENT AND COMPLETION OF THE PROJECT**

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2026. In the event the Contract Minimum Investment Requirement has been met within the Standard Investment Period, the Investment Period shall be extended to include the Extended Investment Period.

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

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

Section 3.02 Commencement; Diligent Completion

The Company agrees to commence construction of the Project no later than the end of the 30th month after the date of the County ordinance authorizing this Fee Agreement. If construction of the Project has not commenced by the 30th month after the approval of the County ordinance authorizing this Fee Agreement, the parties agree that this Agreement shall terminate. The Company further 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 Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of thirty (30) consecutive years in an amount equal to eighty-five percent (85%) for years 1 through 6 and thirty-five percent (35%) for years 7 through 30 of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

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

(d) Notwithstanding the calculation of Special Source Credits in Section 4.02(a), should the Company fail to meet the Contract Minimum Investment Requirement by the end of the Standard Investment Period, the Special Source Credits shall be reduced to 20% on a prospective basis only for the remainder of the Special Source Credit period. If after such a reduction in the Special Source Credits, the Contract Minimum Investment Requirement is met within three (3) years after the end of the Standard Investment Period, the Special Source Credits shall return to the amounts set forth in Section 4.02(a), provided no lost incentives may be recovered.

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

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

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirement

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

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

Section 4.04 Removal of Equipment

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

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

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

[End of Article IV]

ARTICLE V
PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twenty-four (24) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with

respect to the Special Source Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which

shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion and as evidenced by resolution passed by the County Council; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be,

the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. The Administration Expenses associated with the finalization and approval of this Fee Agreement and related documents will be \$5,000.

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

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

Section 5.13 Sponsor Affiliates

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

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

[End of Article V]

ARTICLE VI DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that

general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

**ARTICLE VII
MISCELLANEOUS**

Section 7.01 Notices

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

If to the Company:

With a copy to:

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

If to the County:

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

With a copy to:

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

Section 7.02 Binding Effect

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

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

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

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

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signatures

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

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

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

ATTEST:

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

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

[PROJECT INA]

Name: _____

Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[To be added]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "*Company*"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2025 between Anderson County, South Carolina and the Company (the "*Agreement*"), as follows:

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

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

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

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

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 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 Credits previously received by the Company and any Sponsor Affiliates is \$ _____.

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

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

Personal Property Description

Investment Amount

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

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

Name: _____
Its: _____

ORDINANCE NO. 2025-038

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

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

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

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

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

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

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman, Anderson County Council

Attest:

By: _____
Clerk to Anderson County Council

FORM APPROVED BY:

County Attorney

First Reading: _____, 2025
Second Reading: _____, 2025
Third Reading: _____, 2025
Public Hearing: _____, 2025

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 Ina

To be added

ORDINANCE NO. 2025-039

AN ORDINANCE TO AMEND CHAPTER 12, ARTICLE II, EMERGENCY PREPAREDNESS, OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO ADD SECTION 12-48 TITLED “OVERTIME COMPENSATION DURING A DECLARED PERIOD OF DISASTER”; AND OTHER MATTERS RELATED THERETO.

WHEREAS, certain events may occur within Anderson County, South Carolina, and within the State of South Carolina and surrounding states which may result in declaration of a period of disaster;

WHEREAS, employees of Anderson County may be called upon to work during a declaration of a period of disaster, which may include working overtime hours;

WHEREAS, Anderson County may be able to qualify for reimbursement for expenditures during a declaration of a period of disaster from federal and state sources; and

WHEREAS, Anderson County desires to fully compensate its employees for their efforts and sacrifices during a declaration of a period of disaster.

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

1. The Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding a section to be numbered 12-48, which section reads as follows:

Sec. 12-48. Overtime compensation during a declared period of disaster.
Non-exempt and exempt employees will be permitted to accrue overtime during a formally declared period of disaster. Overtime eligibility applies only to hours worked in direct support of disaster response and recovery operations as assigned and approved by the County Administrator.

2. 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.

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

4. This Ordinance shall take effect and be in full force upon the third reading and enactment of by Anderson County Council.

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

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

RESOLUTION NO. 2025-035

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

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

WHEREAS, Project Ina (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 one or more distribution/manufacturing facilities in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of at least \$18,000,000 in non-exempt investment by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

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

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the “*Multi-County Park Authority*”), the

County intends to cause the site on which the Project will be located, to the extent not already therein located, in a multi-county industrial and business park (a “*Park*”) established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the “*Park Agreement*”); and

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

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

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

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

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

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

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

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

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

ANDERSON COUNTY, SOUTH CAROLINA

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

ATTEST:

Rusty Burns, County Administrator,
Anderson County, South Carolina

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

APPROVED AS TO FORM:

Leon C. Harmon, County Attorney,
Anderson County, South Carolina

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 [PROJECT INA], a _____ (the “*Company*”).

WITNESSETH:

ARTICLE I RECITATION OF FACTS

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

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

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more distribution/manufacturing facilities in the County (collectively, the “*Project*”), which will result in an expected investment by the Company in the Project of at least \$18,000,000 (the “*Investment Target*”) by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the “*Investment Period*”).

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

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

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, *i.e.*, economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated _____, 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 after the last year of the capital investment made under the Fee Agreement during the Investment Period, 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 permits the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Company, in its sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Company pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit equal to 85% of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for six (6) consecutive years and thereafter, an annual special source credit equal to 35% of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for twenty-four (24) consecutive years (for a total of 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. Should the Company meet the Investment Target by the end of the Investment Period, the Investment Period shall be extended an additional five (5) years. If the Company fails to invest \$15,000,000 by the end of the Investment Period, the special source credits shall be reduced to 20% prospectively.

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

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

Section 3.2. If the Project proceeds as contemplated:

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

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which 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 also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; and

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

**ARTICLE IV
GENERAL PROVISIONS**

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

THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND

DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

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

Section 4.3. If for any reason this Agreement (as opposed to the Fee in Lieu of Tax and Special Source Credit Agreement, which are contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2025, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

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

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

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

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

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

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

ANDERSON COUNTY, SOUTH CAROLINA

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

ATTEST:

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

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

[PROJECT INA]

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of a resolution which was adopted by the County Council at its meeting of _____, 202_, 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: _____



AGENDA
Planning and Public Works Committee Meeting
Monday, August 25, 2025, at 12:00 pm
Historic Courthouse
2nd Floor Administrators Conference Room
101 South Main Street, Anderson, SC
Chairwoman Cindy Wilson, Presiding

1. CALL TO ORDER

Hon. Cindy Wilson

2. INVOCATION & PLEDGE OF ALLEGIANCE

Hon. Chris Sullivan

3. REVIEW AND DISCUSSION OF SOLAR FARM CONCERNS & END OF LIFE TREATMENT RESPONSIBILITIES

4. DISCUSSION OF NEED FOR INDUSTRIAL & COMMERCIAL PROJECTS TO BE REVIEWED WITH APPROVAL OR REJECTION BY THE PLANNING COMMISSION AND WITH NOTIFICATIONS TO RESPECTIVE COUNCILMAN AT OR PRIOR TO APPLICATION

5. CITIZEN COMMENTS

6. 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

the power to plan, finance, acquire, own, operate, and maintain an interest in such plants and facilities necessary or incidental to the generation and transmission of electric power and the power to make plans and enter into such contracts as are necessary or convenient for the planning, financing, acquisition, construction, ownership, operation, and maintenance of such plants and facilities. However, the Public Service Authority shall own a percentage of such plants and facilities equal to the percentage of the money furnished or the value of property supplied by the Public Service Authority for the acquisition and construction of the plants and facilities. The Public Service Authority shall also own and control a like percentage of the electrical output thereof.

(B) The Public Service Authority shall be severally liable in proportion to its ownership share of such plants and facilities acquired pursuant to this section for the acts, omissions, or obligations performed, omitted, or incurred by the operator or other owners of the plants and facilities while acting as the designated agent of the Public Service Authority for the purposes of constructing, operating, or maintaining the plants and facilities, or any of them. However, the Public Service Authority shall not be otherwise liable, jointly or severally, for the acts, omissions, or obligations of other owners of the plants and facilities, nor shall any money or property of the Public Service Authority be credited or otherwise applied to the account of the operator or other owners of the plants and facilities, or be charged with any debt, lien, or mortgage as a result of any debt or obligation of the operator or other owners of the plants and facilities.

County considerations, solar energy systems

SECTION 8.A. Chapter 29, Title 6 of the S.C. Code is amended by

SOLAR PORTION OF THE
SOUTH CAROLINA ENERGY
SECURITY ACT.
ACT NO. 41

adding:

Section 6-29-1220. (A) For any county that has not adopted rural zoning or has not adopted ordinances establishing design and development standards for solar energy systems, and until such time as rural zoning or an ordinance for solar energy systems has been adopted, then the development and operation of solar energy systems that require a footprint of more than thirteen acres of land shall comply with the following design and development standards:

(1) Site plans shall be prepared by a licensed land surveyor, landscape architect, or engineer in the State of South Carolina. Plans must be sealed.

(2) Solar energy systems shall be set back fifty feet from adjoining property lines and road rights of way and two hundred feet from the nearest residence, church, or school. Setback distances are to the fence and are inclusive of the vegetation buffer.

(3) Solar structures shall not exceed fifteen feet in height. This provision shall not include the interconnection poles, substation equipment, or other devices necessary for the electricity to be delivered to the public utility station.

(4) Solar energy facilities shall be screened from adjacent public road rights of way, residences, churches, or schools with a vegetative buffer and fence or wall with the following specifications:

(a) a vegetative buffer shall be installed adjacent to the solar energy system farm;

(b) the vegetation shall be planted in two staggered rows at a spacing interval between eight feet and ten feet on center and reach at least six feet in height over a three-year growing season and not less than fifteen feet in height at maturity or two feet higher than the highest panel,

whichever is greater; and

(c) the vegetation shall include low lying vegetation to fill gaps between taller vegetation.

(5) All lighting shall be shielded or directed in a downward position to prevent noxious glare. A light fixture is required at the ends of all turnarounds.

(6) Fencing shall be at least six feet in height to secure the perimeter. The fence shall be secure at all times.

(7) A warning sign concerning voltage must be placed at the main gate to include the address and name of the solar energy system operator and a twenty-four-hour phone number for the solar energy system in case of an emergency.

(8) Solar collectors shall be designed with anti-reflective coating to minimize glare. Textured glass is optional. Mirrors are prohibited.

(9) Submit and maintain an updated facility decommission plan consistent with the then current decommissioning requirements as required by the South Carolina Department of Environmental Services.

(B) Upon receipt of a completed solar energy system plan by a county subject to the provisions in (A), the county shall set a date for a public hearing and send, by first class mail, a notice of the application to all property owners within two thousand six hundred forty feet of the proposed solar energy system. The notification shall include the projected date of the public hearing to be held by the county. Public notification includes posting in the local newspaper and mail notice to residents postmarked at least thirty days prior to the public hearing.

(C) The Department of Environmental Services is charged with the enforcement of the provisions of this section. Upon the failure of the owner or operator that is given notice of violation of this section to remedy the violation within thirty days, the Department of

Environmental Services may impose civil penalties and require remediation for violations of the provisions of this section. Penalties may be not less than one hundred dollars nor more than five thousand dollars for each day of noncompliance. Penalties may be waived by the department for good cause for noncompliance shown by the owner or operator.

B. This SECTION takes effect for projects approved by a county on or after January 1, 2026.

Nuclear Advisory Council, duties, membership

SECTION 9. Article 9, Chapter 7, Title 13 of the S.C. Code is amended to read:

Article 9

Governor's Nuclear Advisory Council

Section 13-7-810. There is hereby established a Nuclear Advisory Council in the SC Nexus for Advanced Resilient Energy at the Department of Commerce, which shall be responsible to the Secretary of the Department of Commerce and the council shall report to the Governor. The council shall be referred to as the Governor's Nuclear Advisory Council.

Section 13-7-820. The duties of the council, in addition to such other duties as may be requested by the Governor, shall be:

- (1) to provide advice and recommendations to the Governor on issues



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: 8/26/2025

TO: Jonathan Fox
Roads and Bridges Manager

FROM: Norman McGill
Roadway Management Supervisor

CC: Matt Hogan

SUBJECT: Townville School Road

To the best of my ability, I certify that there are no known drainage issues on the roads listed below. All drainage facilities and roadways within the proposed county right of way meet the county standards. The roads are now eligible to be considered for acceptance into the county maintenance system. This will add **750** feet of paved roads to the county maintenance system.

District: 4
Location: Townville Elementary School

Roads: Townville School Road

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 Davis
Council District 2

Jimmy Davis
Council District 6

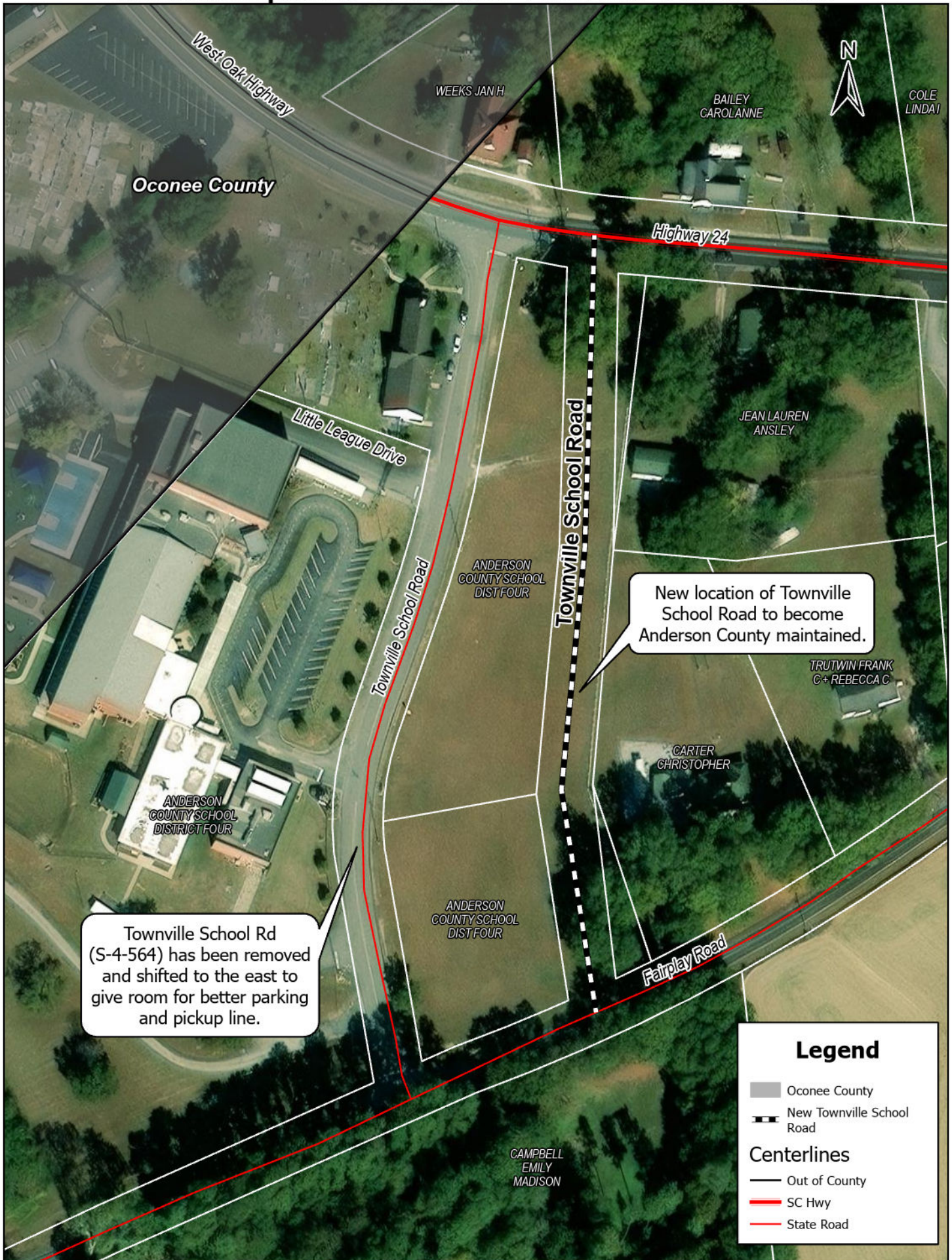
Renee Watts
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org

Roads and Bridges
1428 Pearman Dairy Road
Anderson, S.C. 29625
864-260-4190

Road Acceptance of the New Townville School Road



Townville School Rd (S-4-564) has been removed and shifted to the east to give room for better parking and pickup line.

New location of Townville School Road to become Anderson County maintained.

Legend

- Oconee County
- New Townville School Road

Centerlines

- Out of County
- SC Hwy
- State Road



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All

Mail/Email/Fax to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

Belton American Legion Post 51

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): Dist. 3 \$1500.00, Dist. 1 \$1000.00
Dist. 2 \$1000.00, Dist 4 \$1000.00, Dist 5 \$1000.00
Dist 6 \$1000.00, Dist 7 \$1000.00

3. The purpose for which the funds are being requested: Your contributions will allow Post 51 to send as many youth to Boys and Girls State as qualify

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

Yes, see Attached

5. Contact Person: Cmdr. Sam Poston

Mailing Address: 212 Howard McGee Rd. Anderson, S.C. 29621

Phone Number: 864-276-7894

Email: sdposton@charter.net

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

Yes, Post 51 will match funds

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

Sammie D. Poston

Sammie D. Poston

8-14-2025

Signature

Print Name

Date



State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

10/10/2023

Belton American Legion Post 51
Mr. Robert A Ferguson Jr.
311 Woodfield Rd.
Belton, SC29627-1644

RE: Exemption Confirmation

Charity Public ID: P6895

Dear Mr. Robert A Ferguson Jr.:

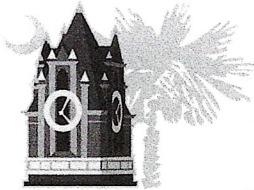
This letter confirms that the Secretary of State's Office has received and accepted your Application for Exemption. **If you submitted your Application for Exemption using the Charities Online Filing System, this letter of confirmation has been issued pending further review by Division of Public Charities staff.**

The exemption for your charitable organization will expire on 11/15/2024. If any of the information on your Application for Exemption form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization. Additionally, if at any time your charitable organization no longer qualifies for an exemption, the organization must immediately register with the Secretary of State's Office. Please note that failure to comply with the registration provisions of the Solicitation of Charitable Funds Act may result in fines of up to \$2,000.00 for each separate violation.

If you have any questions or concerns, please visit our website at www.sos.sc.gov or contact our office using the contact information below.

Sincerely,

Kimberly S. Wickersham
Director, Division of Public Charities



ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All

Mail/Email/Fax to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

Anderson Aviation Assoc. Charitable Fund

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

\$6,000

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

Earn Your Wings 5K 1-Mile Run - Benefits Anderson Regional Airport Playground

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

Yes

5. Contact Person: *Rob Wallace*

Mailing Address: *PO Box 106 Anderson, SC 29622*

Phone Number: *864-314-6963*

Email: *rwallace29621@gmail.com*

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

No - Working to obtain sponsors and participants

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.

Rob Wallace
Signature

Rob Wallace
Print Name

7/21/25
Date

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

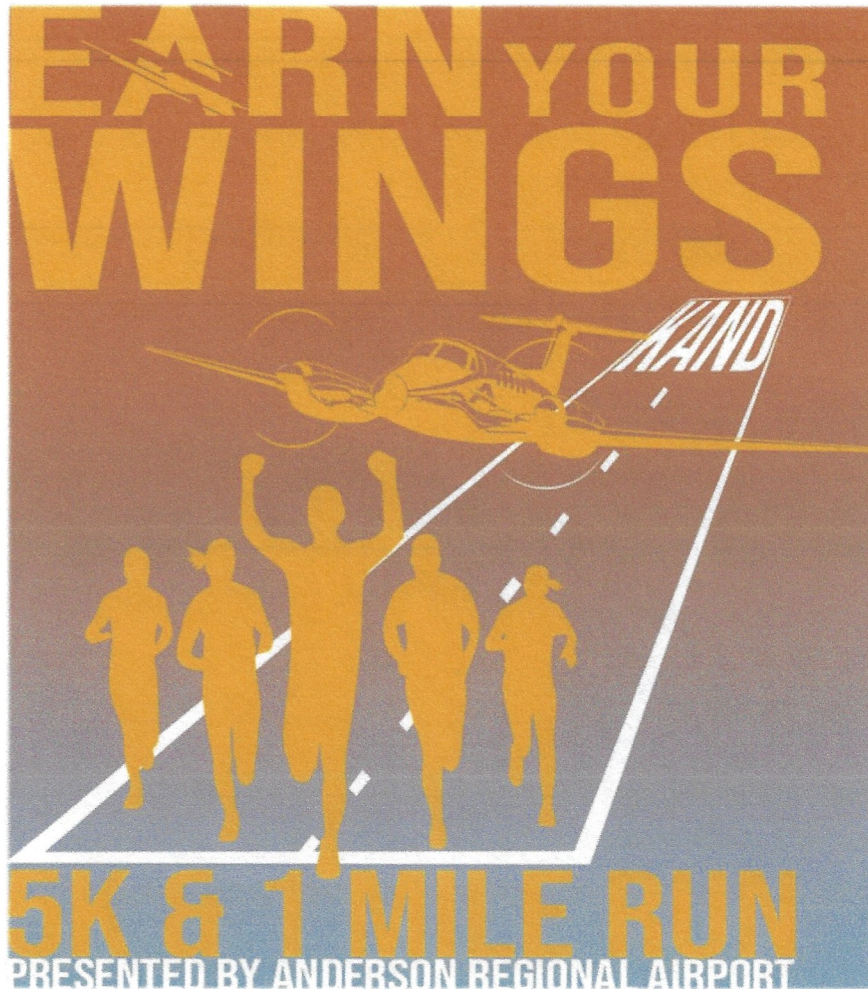
I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

Anderson Aviation Association Charitable Fund, a nonprofit corporation duly organized under the laws of the State of South Carolina on June 4th, 2024, has as of the date hereof filed as a nonprofit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-31-1421, and that the nonprofit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 4th day of June, 2024.


Mark Hammond, Secretary of State

2nd Annual
Earn Your Wings
5K and 1 Mile Run
October 4th, 2025 at 7:30am



Anderson Regional Airport (KAND)
5805 Airport Rd.
Anderson, SC 29626

For details scan the QR code or go to runsignup.com

Any questions email Rob Wallace at rwallace29621@gmail.com

EARN YOUR WINGS



5K & 1 MILE RUN
PRESENTED BY ANDERSON REGIONAL AIRPORT

Become a Sponsor

Airbus Sponsor \$6,000

Includes:

Largest logo on back of shirt

Vendor Table

Social Media Posts

Large Indiv Banner (3 months at park)

Company Banner with Parachute Team (weather depending)

Company Name and Logo on all marketing materials

Recognition at event



Beechcraft Sponsor 3 @ \$4,000

Includes:

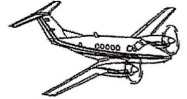
Large logo on back of shirt

Logo on all marketing materials

Social Media Posts

Large Group Banner (2 months at park)

Recognition at event



Cirrus Sponsor 4 @ \$2,000

Includes:

Medium logo on back of shirt

Social Media Posts

Large Group Banner (1 month at park)

Recognition at event



Cessna Sponsor 8 @ \$1,000

Includes:

Small logo on back of shirt

Social Media Posts

Recognition at Event



Friend/Patron Sponsor \$500

Includes:

2 Yard Size In-Color Yard Signs along the race route

Recognition on Social Media

Public Thank You

The Anderson Aviation Association Charitable Fund is officially a 501(c)(3) created to help inspire our next generation to fall in love with aviation.

Thanks to wonderful partners like you,

We will be expanding our playground in Phase 2, which will feature restrooms and additional play equipment for toddlers, encouraging families from the greater Anderson area to visit our wonderful airport.



For more information on Sponsorship
Opportunities contact
Rob Wallace at 864-314-6963
or
rwallace29621@gmail.com