



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

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATIONS:

- a. 2025-049:** A Resolution honoring and recognizing the Area 14 Special Olympics Athletes, Coaches, and Volunteers of Anderson County for their dedication, achievement, and spirit in year-round competition; and other matters related thereto.

All Council

3. ADJOURNMENT

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

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Brett Sanders

3. APPROVAL OF MINUTES

October 21, 2025, November 4, 2025

4. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

5. ORDINANCE THIRD READING:

- a. 2025-045:** An Ordinance to amend Sections 2-33 and 2-925 of the Anderson County Code of Ordinances to remove administrative deadlines; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Jordan Thayer (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



- b. **2025-046:** An Ordinance to amend section 44-143 of the Anderson County Code of Ordinances to add an administrative fee; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Jordan Thayer (allotted 5 minutes)

- c. **2025-052:** An Ordinance amending Ordinance No. 99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to adopt a zoning map in the Shirley Store Voting Precinct, Anderson County, South Carolina; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Ms. Alesia Hunter (allotted 5 minutes)

- d. **2025-053:** An Ordinance amending Ordinance No. 99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to adopt a zoning map in the Neal's Creek Voting Precinct, Anderson County, South Carolina; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Ms. Alesia Hunter (allotted 5 minutes)

- e. **2025-054:** An Ordinance amending Ordinance No. 99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to adopt a zoning map in the Rock Spring Voting Precinct, Anderson, South Carolina; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Ms. Alesia Hunter (allotted 5 minutes)

6. ORDINANCE SECOND READING:

- a. **2025-043:** An Ordinance to amend the Anderson County Land Use Ordinance, by adding a Section 24-151, to provide regulations for solar energy facilities in the unincorporated part of Anderson County; and other matters related thereto. **[TABLED AT THE OCTOBER 7, 2025, MEETING]**

Mr. Tommy Dunn (allotted 5 minutes)

- b. **2025-055:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and a company known to the county at this time as Project Visionary 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; the execution and delivery of a special source credit agreement by and between Anderson County, South Carolina and Project Visionary with respect to certain property in the county, whereby such property will be provided certain special source credits; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- c. **2025-056:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville counties so as to enlarge the park to include certain property owned by [Project Visionary]; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)



7. ORDINANCE FIRST READING:

- a. 2025-057:** An Ordinance to amend the Anderson County Land Development Standards Ordinance to incorporate provisions for minimizing mass grading, preserving natural topography, requiring tree preservation, and establishing development incentives; and other matters related thereto.

Mr. Matt Hogan (allotted 5 minutes)

8. RESOLUTIONS: NONE

9. ROAD ACCEPTANCE DISCUSSION

Ms. Cindy Wilson

10. AUTHORIZATION FOR A DEVELOPMENTAL IMPACT FEE STUDY

Mr. Jimmy Davis

11. BID APPROVALS/CHANGE ORDERS:

Mr. Rusty Burns

- a.** Change Order #4 Bid #25-015 Piedmont Riverfront Park Project
- b.** Bid #26-014 Roadside Mower Tractors
- c.** Reduction in Retainage for the New Anderson County Detention Center

12. REQUEST BY COUNCIL:

- a.** New Foundations Home for Children-All Districts
- b.** Friends of Broadway Lake-District 3
- c.** Anderson Chapter National Federation of the Blind-All Districts

13. ADMINISTRATOR'S REPORT

Mr. Rusty Burns

- a.** Building & Codes Report

14. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

15. REMARKS FROM COUNCIL

16. ADJOURNMENT

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



RESOLUTION 2025-049

A RESOLUTION HONORING AND RECOGNIZING THE AREA 14 SPECIAL OLYMPICS ATHLETES, COACHES, AND VOLUNTEERS OF ANDERSON COUNTY FOR THEIR DEDICATION, ACHIEVEMENTS, AND SPIRIT IN YEAR- ROUND COMPETITION; AND OTHER MATTERS RELATED THERE TO.

Whereas the Area 14 Special Olympics program in Anderson County provides year-round training and competition in thirteen sports for athletes with intellectual disabilities and unified partners who inspire us all through their unwavering sportsmanship, discipline, and determination, proudly representing our community at local, regional, and statewide levels; and

Whereas the program's teams—including the Dolphins (swimming), Bowler Rollers (bowling), Mud Dawgs (softball), Blue Lightning (cheer), Warriors (basketball), Fire Ants (flag football), Bulls (masters bocce), and tennis and pickleball teams—are led by dedicated coaches and fueled by the support of volunteers and families throughout Anderson County; and

Whereas the athletes of Area 14 Special Olympics exemplify outstanding dedication and achievement in their respective sports; and

Whereas the coaches who stand by these athletes with unwavering commitment include Madison Harrell, Annette Beard, Sam Gregory, Angela Gregory, Barry Barnes, Kim Barnes, Brittany Hart, Daniel Hart, and Chris Simcoe; and



Whereas Anderson County takes immense pride in the Area 14 Special Olympics organization, whose athletes, coaches, and volunteers embody the values of perseverance, inclusion, and community spirit, forging connections that build confidence, friendship, and a stronger community for all;

Now, therefore, be it resolved, in a meeting duly assembled this eighteenth day of November 2025, that the Anderson County Council honors and recognizes the Area 14 Special Olympics athletes, coaches, and volunteers for their outstanding commitment, competitive success, and lasting contributions to the citizens of Anderson County.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

Chris N. Sullivan
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
OCTOBER 21, 2025

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: ... our
2 presentation meeting of Tuesday, October 21, 2025 of
3 Anderson County Council meeting to order. I'd like to
4 welcome each and every one of y'all here tonight, and
5 thank y'all for coming and participating in your local
6 government.

7 At this time we're going to go to Resolution/
8 Proclamation 2(a), 2025-045.

9 This will be Councilman Elgin. Councilman.

10 GREG ELGIN: Thank you,
11 Chairman.

12 THIS IS RESOLUTION NUMBER 2025-045, A RESOLUTION
13 DECLARING OCTOBER 28, 2025, AS NATIONAL FIRST
14 RESPONDERS DAY; AND OTHER MATTERS RELATED THERETO.

15 Whereas, in 2017, Congress designated October 28th
16 as National First Responders Day to honor first
17 responders, including public works professionals,
18 firefighters, police officers, emergency medical
19 technicians, 911 operators, paramedics, and other
20 emergency personnel who serve on the front lines of our
21 communities, selflessly serving and protecting the
22 citizens of Anderson County during times of crisis; and

23 Whereas, first responders respond swiftly and
24 courageously to emergencies, often risking their own
25 lives to ensure the safety and well-being of others,
26 whether in response to natural disasters, accidents,
27 medical emergencies, or public health and safety
28 threats; and

29 Whereas, the daily sacrifices of first responders
30 and their families inspire enduring gratitude and
31 resilience within communities throughout the county.

32 Now, therefore, be it resolved, in a meeting duly
33 assembled this 21st day of October 2025, that the
34 Anderson County Council hereby designates October 28,
35 2025, as National First Responders Day in Anderson
36 County.

37 Put that in the form of a motion.

38 TOMMY DUNN: Have a motion
39 by Councilman Elgin; second by Ms. Wilson. Any
40 discussion? Councilman Elgin.

41 GREG ELGIN: Just want to
42 say, being a first responder for so many years and
43 still being a first responder in Anderson County, as
44 well as my son is a full time fireman here in Anderson.
45 We've got some firemen and police officers in the room,
46 as well. I just want to say thank you to everybody
47 here in Anderson County, including the ones that we
48 seem to forget from time to time, which is our 911
49 dispatchers. Sometimes they take the brunt of it. But
50 just want to thank everybody that comes together to do

1 a job for this county and help keep us safe everyday.
 2 Thank you, sir.

3 TOMMY DUNN: Thank you.

4 Anyone else? Councilman Sanders.

5 BRETT SANDERS: Well said, Mr.
 6 Elgin. I just want to thank everyone for their efforts
 7 and what they do to make everyone safe here in Anderson
 8 County and to give people and myself and my family the
 9 peace of mind that we are being protected. Thank you.

10 TOMMY DUNN: Anyone else?

11 CINDY WILSON: May I?

12 TOMMY DUNN: Ms. Wilson.

13 CINDY WILSON: And to think,
 14 most of them are volunteers and put their lives on the
 15 line. We're grateful. Thank you.

16 TOMMY DUNN: Thank you.

17 Anyone else? I just want to say also, put mine in, I
 18 want to thank each and every one of our first
 19 responders and all, being a part of one for over forty
 20 years. I want to say thank you. I'm a little partial,
 21 but I think we've got the best first responders in the
 22 state, if not the nation. Appreciate it. Worked with
 23 many of you over the years. Y'all keep our citizens
 24 safe and go through a lot of hardship, but we really
 25 want you to know we really appreciate you. Thank you
 26 very, very much.

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

30 Mr. Elgin. Anyone here? Come up here and
 31 recognize them.

32 GREG ELGIN: All first
 33 responders come on up.

34 TOMMY DUNN: All of you.

35 PRESENTATION OF RESOLUTION

36 APPLAUSE

37 TOMMY DUNN: We're going to
 38 move on now to item 2(b), Proclamation declaring the
 39 week of October 23rd through 31st, 2025 as National Red
 40 Ribbon Week in Anderson County.

41 This will be Councilman Glenn Davis. Councilman.

42 GLENN DAVIS: Thank you, Mr.
 43 Chairman.

44 THIS IS A PROCLAMATION DECLARING THE WEEK OF
 45 OCTOBER 23-31, 2025, AS RED RIBBON WEEK IN ANDERSON
 46 COUNTY.

47 Whereas, communities across America have been
 48 affected by various issues related to illicit drug use
 49 and drug trafficking; and

50 Whereas, there is hope in the fight against drugs,

1 which lies in education and drug demand reduction,
2 supported by the dedicated efforts of organizations
3 such as the Young Marines of the Marine Corps League to
4 promote a healthy, drug-free lifestyle; and

5 Whereas, governments and community leaders
6 recognize that citizen support is one of the most
7 effective tools in reducing the use of illicit drugs in
8 our communities; and

9 Whereas, the red ribbon has been chosen as a symbol
10 to honor the work of Enrique "Kiki" Camarena, a Drug
11 Enforcement Administration agent who was tragically
12 murdered in the line of duty, representing the belief
13 that one individual can make a difference; and

14 Whereas, October 23-31 has been designated as
15 National Red Ribbon Week, encouraging Americans to wear
16 a red ribbon to show their support for a drug-free
17 environment;

18 Now, therefore, the Anderson County Council hereby
19 proclaims October 23-31 as RED RIBBON WEEK in Anderson
20 County and urges all citizens to join in this important
21 observance.

22 Proclaimed this 21st day of October 2025.

23 And I put that in the form of a motion.

24 BRETT SANDERS: Second.

25 TOMMY DUNN: Have a motion

26 by Mr. Glenn Davis; second by Councilman Sanders. Open
27 the floor up for discussion. Anyone?

28 I just want to say I want to recognize -- this is
29 very due honored and we should be recognizing this and
30 hope all the citizens will take care of this and take
31 note of this. It's very important.

32 All in favor of the motion show of hands. All
33 opposed like sign. Show the motion carries
34 unanimously.

35 Mr. Davis.

36 GLENN DAVIS: I would like
37 the young Marines to come forward, please.

38 **PRESENTATION OF PROCLAMATION**
39 **APPLAUSE**

40 TOMMY DUNN: I failed to
41 mention at the start of the meeting, but I'll mention
42 it now. Councilman Jimmy Davis is tied up, but says
43 he's coming, but he's going to be late.

44 At this time we're going to move on to item (c), a
45 Proclamation declaring October as National Disability
46 Awareness Month in Anderson County.

47 Councilman Sullivan.

48 CHRIS SULLIVAN: Thank you, Mr.
49 Chairman.

50 A PROCLAMATION DECLARING OCTOBER AS NATIONAL

48 else have anything? I just want to say this is very
49 important. We've got a very special workforce and our
50 people have been doing -- our industries, we thank them

1 for what all they do to hire these young people and
2 these people and keep them up. I know our Economic
3 Development department really works on this. We
4 appreciate that, Mr. Nelson. Anyone else?

5 All in favor of the motion show of hands. All
6 opposed like sign. Show the motion carries
7 unanimously.

8 We'll reconvene back here at 6:30.

9
10 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:12 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
OCTOBER 21, 2025

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: At this time
2 I'd like to call the regular Anderson County Council
3 meeting to order. I'd like to welcome each and every
4 one of y'all here tonight, October 21st. I'd like to
5 take this opportunity first to welcome -- appreciate
6 Leadership Anderson being here. All y'all stand up.
7 Thank y'all for coming. Appreciate it.

8 **APPLAUSE**

9 TOMMY DUNN: Show Mr. Davis,
10 Jimmy Davis is here. He made it like he said he would.
11 Also, we'll all get in here -- nobody rush off
12 after the meeting. We're all going to gather around
13 and sing a rousing roar of happy birthday to Mr.
14 Thayer. It's his birthday today and we wish him a
15 happy birthday. And his mama was a judge. We're going
16 to make sure she's happy. So keep that going on now.

17 At this time we'll all rise. And before Mr.
18 Sullivan gives the prayer, I'd like to ask for a moment
19 of silence for the McIntosh family. Jack McIntosh
20 passed away last week. They put him to rest today.
21 He's done a lot for Anderson County. Let's give his
22 family a moment of silence, please.

23 **MOMENT OF SILENCE**

24 TOMMY DUNN: Amen.
25 Mr. Sullivan.

26 CHRIS SULLIVAN: All right. Let
27 us pray.

28 **INVOCATION AND PLEDGE OF ALLEGIANCE BY CHRIS SULLIVAN**

29 TOMMY DUNN: Moving on to
30 item number 3, approval of minutes. We haven't gotten
31 the minutes sent to us yet. She's working on it, is
32 the word. Hopefully we'll have them by next Council
33 meeting.

34 So moving on now to citizens' comments. When Mr.
35 Harmon calls your name, please step forward and for the
36 record state your name, your district. If you don't
37 know your district, your road name. First item --
38 first round is on agenda items only and you have three
39 minutes. Please address the chair. Mr. Harmon.

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

42 TOMMY DUNN: Going to move
43 on to Ordinance's third reading, 5(a), 2025-037, an
44 Ordinance authorizing the execution and delivery of a
45 fee in lieu of tax and special source credit agreement
46 by and between Anderson County, South Carolina and COI
47 Hurricane Creek 300, LLC with respect to certain
48 economic development property in the county, whereby
49 such property will be subject to certain payments in
50 lieu of taxes, including the provision of certain

1 special source credits; and other matters related
2 thereto.

3 Mr. Nelson.

4 BURRISS NELSON: Thank you, Mr.
5 Chairman, members of Council. This is a spec building
6 that's being built, \$18 million, 300,000 square feet of
7 manufacturing and warehouse space. Will not be
8 creating any jobs because it is a speculative building
9 to be constructed.

10 The taxes paid on this site last year, well,
11 actually in 2021 was \$2,138 and anticipated taxes -- or
12 taxes this last year, 24,000, as it's become a
13 commercial site. And then projected for 2027, 55,000.
14 And community impact, 2.9 million first year and 30
15 year community impact, 20 million. Thank you, sir.

16 TOMMY DUNN: Thank you.

17 We'll go on to a public hearing. Anyone wishing to
18 speak to this matter, please step forward and state
19 your name, your district for the record. Please
20 address the chair. And you've got three minutes.
21 Anyone at all? Seeing and hearing none, the public
22 hearing will be closed. Do we have a motion to move
23 this on?

24 JIMMY DAVIS: So moved.

25 TOMMY DUNN: Motion by

26 Councilman Jimmy Davis. Do we have a second?

27 BRETT SANDERS: Second.

28 TOMMY DUNN: Second by

29 Councilman Brett Sanders. Open the floor up for
30 discussion. Seeing and hearing none, all in favor of
31 the motion show of hands. All opposed like sign. Show
32 the motion carries unanimously.

33 Moving on to item number (b), 5(b), 2025-038, an
34 Ordinance to amend an agreement for the development of
35 a joint county industrial and business park (2010 Park)
36 of Anderson and Greenville counties so as to enlarge
37 the park; and other matters related thereto.

38 Mr. Nelson.

39 BURRISS NELSON: Thank you, Mr.
40 Chairman. This is the addition of that same property
41 to the Multi-County Park Agreement, and this allows
42 them to receive incentives that might be available to
43 them. Thank you, sir.

44 TOMMY DUNN: Thank you.

45 Going into a public hearing now. Anyone wishing to
46 speak to this matter, please step forward and state
47 your name and your district. You have three minutes.
48 Please address the chair, please. Anyone at all.
49 Anyone. Seeing and hearing none, the public hearing
50 will be closed. Do we have a motion to move this

1 forward?
2 JIMMY DAVIS: So moved.
3 TOMMY DUNN: Motion by
4 Councilman Jimmy Davis. Do we have a second?
5 BRETT SANDERS: Second.
6 TOMMY DUNN: Councilman
7 Sanders seconds it. Open the floor up for discussion.
8 All in favor of the motion show of hands. All opposed
9 like sign. Show the motion carries unanimously.
10 Moving on to item number (c), 2025-040, an
11 Ordinance authorizing the execution and delivery of a
12 fee in lieu of tax agreement by and between Anderson
13 County, South Carolina and McNeely Road Land, LLC with
14 respect to certain economic development property in the
15 county, whereby such property will be subject to
16 certain payments in lieu of taxes, including the
17 provision of certain special source credits; and other
18 matters related thereto. This is Project Pierce.
19 Mr. Nelson.
20 BURRISS NELSON: Thank you, Mr.
21 Chairman. This is Phase I of a two set project,
22 300,000 square foot building up at exit 40. And of
23 course, the spec building taxes last year on that
24 property was \$119 and projected for 2027, 55,000, 30
25 year community impact, \$18 million. Thank you, sir.
26 TOMMY DUNN: Thank you.
27 This will be a public hearing. Anyone wishing to speak
28 to this matter, please step forward and state your name
29 and district. Address the chair. You have three
30 minutes. Anyone at all? Seeing and hearing none, the
31 public hearing will be closed. Do we have a motion to
32 move this forward?
33 JIMMY DAVIS: So moved.
34 TOMMY DUNN: Motion by
35 Councilman Davis. Do we have a second?
36 BRETT SANDERS: Second.
37 TOMMY DUNN: Second by
38 Councilman Sanders. Any discussion? All in favor of
39 the motion show of hands. All opposed like sign. Show
40 the motion carries unanimously.
41 Moving on to item number (d), 2025-041, an
42 Ordinance authorizing the execution and delivery of a
43 fee in lieu of tax agreement by and between Anderson
44 County, South Carolina and McNeely Road Land, LLC with
45 respect to certain economic development property in the
46 county, whereby such property will be subject to
47 certain payments in lieu of taxes, including the
48 provision of certain special source credits; and other
49 matters related thereto. Project Pierce II.
50 Mr. Nelson.

1 BURRISS NELSON: Thank you, Mr.
2 Chairman. This is the second phase of that project.
3 \$18.6 million in capital investment. And of course,
4 it's the same property. \$119 paid. Taxes increasing
5 an additional 56,000 with that building when it comes
6 online. Projected over 30 years, \$18 million of
7 impact. Thank you, sir.

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

15 JIMMY DAVIS: So moved.
16 TOMMY DUNN: Motion by
17 Councilman Jimmy Davis. Do we have a second?

18 BRETT SANDERS: Second.
19 TOMMY DUNN: Second by
20 Councilman Chris Sullivan. Open the floor up for
21 discussion.

22 JIMMY DAVIS: Mr. Chair, if I
23 may?

24 TOMMY DUNN: Yes, sir, Mr.
25 Davis, Jimmy Davis.

26 JIMMY DAVIS: Thank you, Mr.
27 Chair. This is a great example of an investor coming
28 to Anderson County. And this particular investor does
29 not build and leave. They actually own the facilities
30 and maintain ownership. That's their model of
31 business. And I'm looking forward to having them come
32 to Anderson County and investing in our future and in
33 northern Anderson County and having great paying jobs
34 up there. Thank you, Mr. Chair.

35 TOMMY DUNN: Thank you, Mr.
36 Davis. Anyone else? All in favor of the motion show
37 of hands. All opposed like sign. Show the motion
38 carries unanimously.

39 Moving on to item number 5(e), 2025-042, an
40 Ordinance to amend an agreement for the development of
41 a joint county industrial and business park (2010 Park)
42 of Anderson and Greenville counties so as to enlarge
43 the park; and other matters related thereto. Project
44 Pierce I & II.

45 Mr. Nelson.

46 BURRISS NELSON: Thank you, Mr.
47 Chairman. This allows both of those buildings to be
48 available to additional incentives once jobs are
49 created there, giving them access to state and local
50 benefits. Thank you, sir.

1 TOMMY DUNN: Thank you.
2 This will be a public hearing. Anyone wishing to speak
3 to this matter, please step forward and state your name
4 and your district for the record. Address the Chair.
5 You have three minutes. Anyone at all? Seeing and
6 hearing none, the public hearing will be closed. Do we
7 have a motion to move this forward?
8 JIMMY DAVIS: So moved.
9 TOMMY DUNN: Motion by Mr.
10 Jimmy Davis. Do we have a second?
11 BRETT SANDERS: Second.
12 TOMMY DUNN: Councilman Greg
13 Elgin seconds it. Open the floor up for discussion.
14 Hearing and seeing none, all in favor of the motion
15 show of hands. All opposed like sign. Show the motion
16 carries unanimously.
17 We're going to move on to item number 6(a), second
18 reading, 2025-044, an Ordinance to amend an agreement
19 for the development of a joint county industrial and
20 business park (2010 PARK) of Anderson and Greenville
21 counties so as to enlarge the park (Allsource
22 Enterprises LLC D/B/A Safe Industries-Project
23 Precedent); and other matters related thereto.
24 Mr. Nelson.
25 BURRISS NELSON: Thank you, Mr.
26 Chairman. This is a project in Greenville, and
27 Greenville County sends their thanks for your
28 consideration of this project. But this allows the
29 project to receive in benefits, incentives just like
30 ours that we just discussed, and this is the reciprocal
31 part of our agreement with Greenville and Anderson
32 about how we work with each other on industrial growth
33 and progress. Thank you, sir.
34 TOMMY DUNN: Thank you. Do
35 we have a motion to move this forward?
36 BRETT SANDERS: So moved.
37 JIMMY DAVIS: Second.
38 TOMMY DUNN: Motion by
39 Councilman Sanders; and second by Councilman Jimmy
40 Davis. Open the floor up for discussion.
41 JIMMY DAVIS: Mr. Chair, if I
42 may?
43 TOMMY DUNN: Yes, sir, Mr.
44 Davis.
45 JIMMY DAVIS: I just want to
46 make a point that Safe Industries also has a great
47 investment in northern Anderson County and has a great
48 operation up there. They've been a great partner in
49 business for Anderson County.
50 And also, when we do this for Greenville County, we

1 get a little kickback -- not a kickback. But we get a
2 -- we need to be careful in these days saying that kind
3 of stuff; don't we?

4 BURRISS NELSON: Yes, sir.
5 JIMMY DAVIS: But we get a
6 little bonus by helping Greenville out.
7 BURRISS NELSON: Exactly.
8 JIMMY DAVIS: And they do
9 when they help us out with the state laws on this. So
10 I just wanted to make that point of clarification.
11 Thank you, Mr. Chair.
12 TOMMY DUNN: Thank you.
13 Anyone else? All in favor of the motion show of hands.
14 All opposed like sign. Show the motion carries
15 unanimously.
16 Thank you, Mr. Nelson.
17 BURRISS NELSON: Thank you.
18 TOMMY DUNN: Moving on to
19 item 6(b), second reading, 2025-045, an Ordinance to
20 amend Sections 2-33 and 2-925 of the Anderson County
21 Code of Ordinances to remove administrative deadlines;
22 and other matters related thereto.
23 One is about saying we have to have first reading
24 of the budget by certain day in May. I'll let Mr.
25 Thayer touch on whatever else. And if anybody's got
26 any questions for Mr. Thayer. Thank you.
27 JORDAN THAYER: The second one
28 is for capital expenditure requests from departments.
29 And so these deadlines don't really serve a purpose,
30 and they're more of a roadblock. So this will help us
31 administer the government better.
32 TOMMY DUNN: Thank you. Do
33 we have a motion to put this on the floor?
34 CINDY WILSON: So moved.
35 BRETT SANDERS: So moved.
36 TOMMY DUNN: Motion Ms.
37 Wilson; second Councilman Sanders. Open the floor up
38 for discussion. Seeing and hearing none, all in favor
39 of the motion show of hands. All opposed like sign.
40 Show the motion carries unanimously.
41 Thank you, Mr. Thayer.
42 Moving on to item number (c), 2025-046, an
43 Ordinance to amend section 44-143 of the Anderson
44 County Code of Ordinances to add an administrative fee;
45 and other matters related thereto.
46 Mr. Thayer.
47 JORDAN THAYER: So this is a
48 \$10 fee that we will retain when people are exchanging
49 sewer service. So they put in a deposit, and when we
50 return their deposit, we're keeping \$10 of that deposit

1 for the administration of the sewer program.
2 TOMMY DUNN: Do we have a
3 motion to move this forward?
4 BRETT SANDERS: So moved.
5 TOMMY DUNN: Motion Mr.
6 Sanders; and second by Ms. Wilson. Open the floor up
7 for discussion. I think we've been doing this. We're
8 just now trying to dot some i's and cross some t's to
9 make sure everybody understands this. Anyone else?
10 All in favor of the motion show of hands. All opposed
11 like sign. Show the motion carries unanimously.
12 Again, thank you, Mr. Thayer.
13 Moving on to item number (d), 2025-047, an
14 Ordinance authorizing the execution and delivery of a
15 fee in lieu of tax agreement and special source credit
16 agreement by and between Anderson County, South
17 Carolina and Project Elevate, with respect to certain
18 economic development property in the county, whereby
19 such property will be subject to certain payments in
20 lieu of taxes, including the provision of certain
21 special source credits; and providing for related
22 matters.
23 Mr. Nelson.
24 BURRISS NELSON: Thank you, Mr.
25 Chairman. Can I get a point of privilege, sir, I'd
26 left these documents for all Council members. I would
27 like just to point out items one and two, all the spec
28 buildings, new construction spec buildings in Anderson
29 County now have occupants. Most of them are
30 manufacturing. Thank you, sir.
31 TOMMY DUNN: And I think
32 there was a nice letter -- a newspaper article today
33 talking about the warehouses.
34 BURRISS NELSON: Yes, sir, Post
35 & Courier had an article saying we were short of
36 buildings in the upstate.
37 So Project Elevate, yes, sir, this is 4.9 million,
38 and is an agriculture related project, and we're
39 offering them -- bringing to Council an offer for a fee
40 agreement. We'll save them tax dollars on the property
41 side, property tax. The new investment 4.9 million and
42 new taxes, \$11,000, brings to a total of 24,000 in the
43 first year. And then first year community impact,
44 128,000. Thirty year community impact, 678,000. Thank
45 you, sir.
46 TOMMY DUNN: Thank you.
47 Do we have a motion to move this forward?
48 BRETT SANDERS: So moved.
49 CINDY WILSON: So moved.
50 TOMMY DUNN: Motion by

1 Councilman Elgin; second Ms. Wilson. Any discussion?
 2 All in favor of the motion show of hands. All opposed
 3 like sign. Show the motion carries unanimously.
 4 Moving on to item number (e), 2025-048, an
 5 Ordinance to amend an agreement for the development of
 6 a joint county industrial and business park (2010 Park)
 7 of Anderson and Greenville counties so as to enlarge
 8 the park; and other matters related thereto.
 9 This is just like the other ones, but this is
 10 Project Elevate, to put them in the park so they can
 11 get the same tax benefits as anybody. They deserve to
 12 get the special things on the fee in lieu agreement.
 13 BURRISS NELSON: Exactly. Thank
 14 you, sir.
 15 TOMMY DUNN: Do we have a
 16 motion to move this forward?
 17 BRETT SANDERS: So moved.
 18 CINDY WILSON: So moved.
 19 TOMMY DUNN: Motion Mr.
 20 Sanders; second Ms. Wilson. Any discussion? All in
 21 favor of the motion show of hands. All opposed like
 22 sign. Show the motion carries unanimously.
 23 Moving on to item number (f), 2025-049, an
 24 Ordinance (1) Authorizing pursuant to Title 4 of the
 25 Code of Laws of South Carolina 1976, as amended,
 26 including Sections 4-1-170, 4-1-175, and 4-29-68
 27 thereof, and Article VIII, Section 13 of the South
 28 Carolina Constitution, the execution and delivery of an
 29 infrastructure credit agreement, by and between
 30 Anderson County, South Carolina and a company or
 31 companies identified by the county as Project
 32 Briarwood, including any of its related or affiliated
 33 entities, to provide for certain special source revenue
 34 or infrastructure credits; (2) To enlarge the
 35 boundaries of a joint county industrial and business
 36 park; and (3) Other related matters. Project
 37 Briarwood.
 38 Mr. Nelson.
 39 BURRISS NELSON: Thank you, Mr.
 40 Chairman. This is a partnership agreement with the
 41 town of Honea Path. Three million dollars of new
 42 investment going into that town. Will be a great
 43 infusion of opportunity for them. And of course, they
 44 have agreed to and requested us to be players in that
 45 agreement. And it'll bring additional tax dollars to
 46 them, as well as to the county. Community impact in --
 47 over a 30 year period, 2.4 million. Thank you, sir.
 48 TOMMY DUNN: Thank you. Do
 49 we have a motion to move this forward?
 50 CINDY WILSON: So moved.

1 TOMMY DUNN: Have a motion
2 by Ms. Wilson. Have a second?
3 GREG ELGIN: Second.
4 TOMMY DUNN: Second by
5 Councilman Elgin. Open the floor up for discussion.
6 CINDY WILSON: May I?
7 TOMMY DUNN: Ms. Wilson.
8 CINDY WILSON: I'll quickly
9 point out, it took a long time, I think, to get
10 boundary lines established and resolved on this
11 project. It was quite nebulous in an old town. Thank
12 you.
13 TOMMY DUNN: Thank you.
14 Anyone else? All in favor of the motion show of hands.
15 All opposed like sign. Show the motion carries
16 unanimously.
17 Moving on to (g), 2025-050, an Ordinance to amend
18 an agreement for the development of a joint county
19 industrial and business park (2010 Park) of Anderson
20 and Greenville counties so as to enlarge the park to
21 include certain property owned by Project Briarwood;
22 and other matters related thereto.
23 Mr. Nelson.
24 BURRISS NELSON: Thank you, Mr.
25 Chairman. This, of course, allows this project the
26 same additional opportunities for incentives in the
27 event of jobs creation, state and local. Thank you,
28 sir.
29 TOMMY DUNN: Thank you. Do
30 we have a motion to move this forward?
31 CINDY WILSON: So moved.
32 TOMMY DUNN: Motion Ms.
33 Wilson. Do we have a second?
34 CHRIS SULLIVAN: Second.
35 TOMMY DUNN: Second by
36 Councilman Sullivan. Open the floor up for discussion.
37 All in favor of the motion show of hands. All opposed
38 like sign. Show the motion carries unanimously.
39 Moving on to (h), 2025-051, an Ordinance
40 authorizing the execution and delivery of a fee in lieu
41 of tax agreement by and between Anderson County, South
42 Carolina and Project Home Run with respect to certain
43 economic development property in the county, whereby
44 such Property will be subject to certain payments in
45 lieu of taxes, including the provision of certain
46 special source credits; and other matters related
47 thereto. Project Home Run.
48 Mr. Nelson.
49 BURRISS NELSON: Thank you, sir.
50 This is a family owned local company that's been here

1 for years. This is their third expansion, and fee in
2 lieu of taxes has helped them get their \$9 million in
3 capital investment, adding 20 jobs with an average pay
4 of 22.98 an hour. Annual payroll of almost a million
5 -- new annual payroll of almost a million dollars.
6 Taxes paid last year, 313,000, and adding an additional
7 40,000 on this one, bringing the new projected taxes
8 over 34 years, 890,000. Thank you, Mr. Chairman.
9 TOMMY DUNN: Thank you. Do
10 we have a motion to move this forward?
11 BRETT SANDERS: So moved.
12 CINDY WILSON: Second.
13 TOMMY DUNN: Motion Mr.
14 Sanders; second Ms. Wilson. Open the floor up for
15 discussion. Seeing and hearing none, all in favor of
16 the motion show of hands. All opposed like sign. Show
17 the motion carries unanimously.
18 BURRISS NELSON: Thank you so
19 much.
20 TOMMY DUNN: Thank you, Mr.
21 Nelson. You and your team have been very busy.
22 Moving on to item number 7(a), Ordinance first
23 reading, 2025-052, an Ordinance amending Ordinance No.
24 99-004, the Anderson County Zoning Ordinance, as
25 adopted July 20, 1999, by amending the Anderson County
26 Official Zoning Map to adopt a zoning map in the
27 Shirley Store Voting Precinct, Anderson County, South
28 Carolina; and other matters related thereto.
29 Do we have a motion to put this on the floor?
30 CINDY WILSON: So moved.
31 GREG ELGIN: So moved.
32 TOMMY DUNN: Motion by
33 Councilman Elgin; second Ms. Wilson. Open the floor up
34 for discussion. Mr. Elgin.
35 GREG ELGIN: Just want to
36 thank our Planning department for assisting us in
37 trying to get this stuff done and out there. This will
38 be an election on November 4th. There's two more after
39 this, which all three are in my district. But this is
40 what the public was wanting to look at as far as zoning
41 to try to protect themselves. So we'll look forward to
42 seeing what happens on November 4th. Thank you.
43 TOMMY DUNN: Thank you. And
44 I just want to say -- also want to thank the Planning
45 Commission. I know this ain't no easy task. And the
46 people -- the citizens -- zoning in Anderson County is
47 citizen driven. And I commend the citizens who put
48 this forward to try to make this happen.
49 Any more discussion? All in favor of the motion
50 show of hands. All opposed like sign. Show the motion

1 carries unanimously.

2 We're going to move on to item number 7(b),
3 2025-053, an Ordinance amending Ordinance No. 99-004,
4 the Anderson County Zoning Ordinance, as adopted July
5 20, 1999, by amending the Anderson County Official
6 Zoning Map to adopt a zoning map in the Neal's Creek
7 Voting Precinct, Anderson County, South Carolina; and
8 other matters related thereto.

9 Do we have a motion on the floor?

10 GREG ELGIN: So moved.

11 CINDY WILSON: Second.

12 TOMMY DUNN: Motion by

13 Councilman Elgin; second by Councilman Glenn Davis.

14 Open the floor up for discussion. Councilman Elgin.

15 GREG ELGIN: This is a split
16 between myself and Mr. Glenn Davis, but the same as
17 before. Citizen driven. They have to do the petitions
18 and get everything done. And again, Ms. Hunter and the
19 Planning department, we appreciate y'all's hard work on
20 trying to get this done for us. Thank you.

21 TOMMY DUNN: Again, I echo
22 him also. Anymore discussion? All in favor of the
23 motion show of hands. All opposed like sign. Show the
24 motion carries unanimously.

25 We're going to move on to item number (c),
26 2025-054, an Ordinance amending Ordinance No. 99-004,
27 the Anderson County Zoning Ordinance, as adopted July
28 20, 1999, by amending the Anderson County Official
29 Zoning Map to adopt a zoning map in the Rock Spring
30 Voting Precinct, Anderson, South Carolina; and other
31 matters related thereto.

32 Do we have a motion to put this on the floor?

33 CINDY WILSON: So moved.

34 TOMMY DUNN: Motion by Mr.
35 Elgin; second Ms. Wilson. Open the floor up for
36 discussion.

37 CINDY WILSON: May I?

38 TOMMY DUNN: Ms. Wilson.

39 CINDY WILSON: I have to

40 congratulate all parties involved in this because it's
41 been a long time since we've had a zoned precinct. We
42 have, I think, Fork. But prior to that it was a long
43 time. And it's good that our citizens are getting
44 involved. Thank you.

45 TOMMY DUNN: Thank you.

46 I agree and I tell you, it probably didn't seem
47 like that to them, but this happened pretty quickly
48 when they put their mind to it. Anyone else? All in
49 favor of the motion show of hands. All opposed like
50 sign. Show the motion carries unanimously.

1 Moving on to item number 8, there is no
2 Resolutions.

3 Moving on to number 9, approval to purchase
4 property on Snow Road to operate an opioid recovery
5 program. Mr. Burns.

6 RUSTY BURNS: ... at a lower
7 price. They come in at \$787,500. We have inspected
8 this with our Building Codes department, our Building
9 department and our Sewer department. They say that the
10 structure is in excellent condition. As a matter of
11 fact, they thought it was in great condition to present
12 that to Council for Council's consideration.

13 CINDY WILSON: What was that
14 price again?

15 TOMMY DUNN: And I think our
16 chief building inspector went out and done the
17 inspection, along with Brian Richardson who is over our
18 Maintenance department, and also our chief building
19 inspector is also a licensed builder. Does a great
20 job.

21 JIMMY DAVIS: Mr. Burns, say
22 that figure one more time.

23 RUSTY BURNS: \$787,500.

24 JIMMY DAVIS: What was the
25 original asking price?

26 RUSTY BURNS: 850.

27 TOMMY DUNN: Do I have a
28 motion?

29 JIMMY DAVIS: So moved.

30 RUSTY BURNS: And this comes
31 from the opioid money.

32 TOMMY DUNN: We have a
33 motion by Councilman Jimmy Davis; second by Councilman
34 Chris Sullivan. I'll let Mr. Burns finish his thought
35 on the -- what he was saying about where the money is
36 coming from.

37 RUSTY BURNS: It's coming
38 from a lawsuit that county joined in with others; it's
39 opioid money. It is not county tax money. It is not
40 grant money. It is the settlement from that lawsuit.
41 It has been approved by the opioid board.

42 TOMMY DUNN: And it has to
43 be used on certain things. We can't do this, that and
44 the other.

45 RUSTY BURNS: It was only be
46 used for things that treat substance abuse. Opioid
47 related substance abuse. It cannot be used for roads.
48 Can't be used for airports. It can't be used for
49 recreation. It has to be used strictly for this
50 purpose.

1 TOMMY DUNN: And we won't be
2 doing no upkeep on this?
3 RUSTY BURNS: We will not be
4 doing any upkeep on the building. And I might add
5 again, as I did last time, there are plenty available
6 spots for men to receive treatment in Anderson County;
7 the Bridge Center, just to be one of them that we
8 support. But there are not enough beds for women to be
9 treated. And so this will increase the number of
10 opportunities for people to receive treatment.
11 TOMMY DUNN: Thank you.
12 Anymore discussion?
13 JIMMY DAVIS: Mr. Chair.
14 TOMMY DUNN: Mr. Davis,
15 Jimmy Davis.
16 JIMMY DAVIS: I want to be
17 very clear. We are not using taxpayer money to buy
18 this. This is opioid settlement money that we got in a
19 lawsuit. I just want that on the record. Thank you.
20 TOMMY DUNN: Thank you.
21 Anyone else?
22 CHRIS SULLIVAN: Mr. Chairman.
23 TOMMY DUNN: Councilman
24 Elgin and then I'll go to Councilman Sullivan. Didn't
25 you ask before?
26 GREG ELGIN: Thank you, sir.
27 I just do want to say, I know we've been around -- we
28 do a lot with the Bridge Center through church. And I
29 know they do a great job. And we look forward to
30 working -- we need more stuff like this because there's
31 tons of people that need help. And it's hard to get
32 people in this stuff. So we appreciate being able to
33 use that money to do this. And I know Greenville
34 County -- I know I said this a couple of weeks ago, but
35 they just voted, I think, to join that lawsuit, and I
36 know we've been on it for a while. And we're using
37 that money for good stuff. So I appreciate that.
38 Thank you.
39 TOMMY DUNN: Councilman
40 Sullivan.
41 CHRIS SULLIVAN: I just want to
42 thank our administration for negotiating this out.
43 This is a great piece of property. It's going to help
44 a whole bunch of people. Ms. Matkins, good luck to you
45 with everything on here. I think this is a great deal
46 and desperately needed. So I'm glad we're taking care
47 of the less fortunate around here. I appreciate it.
48 TOMMY DUNN: Thank you.
49 CINDY WILSON: May I?
50 TOMMY DUNN: Ms. Wilson and

1 then Mr. Sanders. Ms. Wilson.
2 CINDY WILSON: Keeping the
3 good track record of Shalom House, and this is a
4 similar program, we can have good expectations.
5 TOMMY DUNN: Councilman
6 Sanders.
7 BRETT SANDERS: I just don't
8 want us to forget our counsel, Mr. Harmon, for bringing
9 this to us and helping us to be a part of this. We
10 wouldn't have got it without you. So thank you very
11 much, sir.
12 TOMMY DUNN: Thank you.
13 Anyone else? All in favor of the motion show of hands.
14 All opposed like sign. Show the motion carries
15 unanimously.
16 Moving on to item number 10, approval of settlement
17 agreement and release in Double Pond Farm, LLC versus
18 Anderson County Planning Commission. Mr. Harmon.
19 LEON HARMON: Mr. Chairman
20 and members of Council, if you recall, this is a matter
21 we discussed in executive session during the last
22 meeting. We now have a release and settlement
23 agreement developed.
24 Just a bit of background quickly. Double Pond Farm
25 is the owner of property on Pineland Meadows Road.
26 It's located in District Seven. It's zoned R-20. Been
27 zoned R-20 for a long period of time.
28 The preliminary plat proposal for approximately
29 15.86 acres, proposed 17 lots. Each lot exceeds the
30 minimum size for R-20. In some cases double the amount
31 required for R-20 zoning.
32 The preliminary plat was presented to the Planning
33 Commission in May of this year. The Planning
34 Commission denied approval. Double Pond Farm filed an
35 appeal and request for mediation. We went to mediation
36 on September the 11th. We didn't reach a resolution at
37 that mediation, as I discussed with you earlier. We
38 now have put a settlement agreement in place, and I'm
39 just going to give you the concise terms of the
40 settlement agreement.
41 It provides for approval for the preliminary plat
42 for 17 lots, and limits any future amendment to 17
43 lots. So there will only be 17 lots in this
44 development. The proposed road into the subdivision
45 will remain a private road. It will not be placed into
46 the county inventory of roads. Double Pond and its
47 successors and assigns will release the county and
48 waive any damage -- any claim to damages for denial of
49 the preliminary plat by the Planning Commission. I
50 think this is an important point. It concludes the

1 litigation in this matter. We won't be faced with
2 constitutional claims, takings claims, things of that
3 nature.

4 Double Pond, then, will dismiss the matter with
5 prejudice. So based upon that, I can recommend to you
6 this settlement agreement, and ask for your
7 consideration of it.

8 TOMMY DUNN: Mr. Sanders.

9 BRETT SANDERS: Mr. Chairman,

10 I'd like to make a motion that Council accept the
11 release and settlement agreement as presented for the
12 Double Pond Farm, LLC matter.

13 CINDY WILSON: I will second
14 that.

15 TOMMY DUNN: Have a motion
16 by Councilman Sanders; and second by Ms. Wilson. Now
17 open the floor up for discussion.

18 CINDY WILSON: May I?

19 TOMMY DUNN: Ms. Wilson.

20 CINDY WILSON: This is
21 probably one of the most detailed releases I've ever
22 read. It's very thorough. Thank you.

23 BRETT SANDERS: We shouldn't be
24 having to read them. This should never have come
25 before -- I mean, this should have been handled ---

26 TOMMY DUNN: This is a no-
27 brainer.

28 BRETT SANDERS: I hope
29 CodeRight helps us save taxpayer money in dragging
30 property owners through things like this. So I'm
31 looking forward to what they present.

32 Thank you, Mr. Chairman.

33 TOMMY DUNN: Anyone else?

34 All in favor of the motion show of hands. All opposed
35 like sign. Show the motion carries unanimously.

36 Now moving on to item number 11, requests by
37 Council members.

38 Before I do this, I'm going to -- with the United
39 Way -- hey, would you like to say a few things about
40 what you -- whoever is over this project would say a
41 few things. A lot of times we get requests and it's a
42 lot better if somebody will come and ask us something
43 or you can call somebody or something. So introduce
44 yourself and go ahead.

45 ZEKE STEVENSON: Thank you, Mr.
46 Chairman. My name is Zeke Stevenson. I'm the director
47 of Community Impact at United Way of Anderson County.
48 We have been working for about 18 months on a project
49 to bring a day program for those who are experiencing
50 severe and persistent mental health illnesses in our

1 community. What we know about mental health is when
2 those are -- those that are dealing with that, those
3 conditions, they tend to isolate at home, and that
4 leads to higher suicide rates.

5 And so this is a psycho social program. We are a
6 non-medical program, but we will be providing social
7 support to help individuals experiencing mental health
8 conditions either get back into the workforce or get
9 back into the education, if they had to leave education
10 because of their mental health condition, and just help
11 them to become better productive citizens in our own
12 communities.

13 We are working with Oconee and Pickens County, so
14 this will serve all three counties, but we are excited
15 that it will be in Pendleton. And so we are excited
16 that the physical location will be in Anderson County.

17 BRETT SANDERS: You want to
18 share ---

19 TOMMY DUNN: What's the
20 funds going to be used for?

21 ZEKE STEVENSON: So we are,
22 we're in the startup phase, and so we are looking to
23 raise \$300,000 which is our operating budget for one
24 year. And so we are actually having an event in -- at
25 Pendleton Methodist Church on Thursday morning, at 9:00
26 a.m. and that is our ---

27 TOMMY DUNN: This Thursday?

28 ZEKE STEVENSON: This Thursday.
29 That is our kickoff event, and we are hoping to be able
30 to raise those funds very quickly to open our Clubhouse
31 in July of 2026. And we will go into that kickoff
32 event with \$25,000 that will be a match to anything we
33 raise at that event.

34 TOMMY DUNN: Thank you.
35 Anyone have any questions, comments? Go ahead.

36 BRETT SANDERS: This will be
37 one of the first counties to have something like this.
38 Out of the three he's talking -- we'll be the first
39 ones.

40 ZEKE STEVENSON: So in --
41 Greenville has a clubhouse. It's been in operation for
42 40 years. If you ever have an opportunity to go visit
43 Gateway House, I highly recommend it. That is our
44 dream to one day be like Gateway House in Greenville.
45 They do incredible work in Greenville County, and we
46 hope to bring that service to Anderson, Oconee and
47 Pickens counties.

48 TOMMY DUNN: Thank you.

49 CHRIS SULLIVAN: Mr. Chairman?

50 TOMMY DUNN: Councilman

1 Sullivan. I'm sorry.
2 CHRIS SULLIVAN: I just want to
3 thank Kevin and Zeke coming from United Way. They've
4 kind of spearheaded this project. I mean, mental
5 health is such an enormous issue that really there's
6 not a whole lot of things in place for a lot of people.
7 So the more of this is the better. I'm so proud of a
8 group from Anderson kind of taking this over and
9 pushing it forward. And I hope you all are extremely
10 successful with this.
11 TOMMY DUNN: Thank you.
12 Now we'll be moving on to requests by Council
13 members. Councilman Davis. Jimmy.
14 JIMMY DAVIS: Thank you, Mr.
15 Chair. And thank y'all for this hard work. And if
16 this penny sales tax thing goes on much longer, some of
17 us up here might need that. But I commend Pastor Kevin
18 Cooley and Pendleton Methodist Church for hosting your
19 event. Hopefully he'll stir up something out there and
20 get people going and you can raise that fund.
21 But without further ado, I make the make the motion
22 from District Six's special appropriations account for
23 \$750 to the United Way of Anderson. I make that in the
24 form of a motion.
25 BRETT SANDERS: Second.
26 TOMMY DUNN: Councilman
27 Davis makes a motion; Councilman Sanders makes a
28 second. Do we have any discussion? All in favor of
29 the motion show of hands. All opposed like sign. Show
30 the motion carries unanimously.
31 Anything else, Mr. Davis.
32 JIMMY DAVIS: No, sir.
33 TOMMY DUNN: Councilman
34 Sanders.
35 JIMMY DAVIS: Thank you, Mr.
36 Chairman. Out of my special appropriations, I would
37 like to make the motion to donate \$2,500 to the AOP
38 Clubhouse United Way of Anderson in Pendleton, South
39 Carolina.
40 TOMMY DUNN: We have a
41 motion by Councilman Sanders and we have a second by
42 Councilman Jimmy Davis. Open the floor up for
43 discussion. Hearing none, all in favor of the motion
44 show of hands. All opposed like sign. Show the motion
45 carries unanimously.
46 Councilman Glenn Davis.
47 GLENN DAVIS: Thank you, Mr.
48 Chairman. From District Two's special appropriations
49 account, I'd like to give \$1,000 to AOP Clubhouse
50 United Way of Anderson. I put that in the form of a

1 motion.
2 CINDY WILSON: Second.
3 TOMMY DUNN: We have a
4 second by Councilman Elgin; motion Mr. Glenn Davis.
5 Open the floor up for discussion. All in favor of the
6 motion show of hands. All opposed like sign. Show the
7 motion carries unanimously.
8 Anything else, Mr. Davis?
9 GLENN DAVIS: No, sir.
10 TOMMY DUNN: Councilman
11 Elgin.
12 GREG ELGIN: Thank you, sir.
13 I have two if I could put them under one motion.
14 TOMMY DUNN: Yes, sir.
15 GREG ELGIN: From District
16 Three appropriation account for AOP Clubhouse United
17 Way of Anderson 750; and to Iva Rec 850. Put that in
18 the form of a motion.
19 CINDY WILSON: Second.
20 TOMMY DUNN: We have a
21 motion by Mr. Elgin; second by Councilman Wilson. Open
22 the floor up for discussion. All in favor of the
23 motion show of hands. All opposed like sign. Show the
24 motion carries unanimously.
25 Moving on to Councilman Sullivan.
26 CHRIS SULLIVAN: Thank you, Mr.
27 Chairman. Out of the District One appropriations
28 account, I'd like to make a motion for the AOP
29 Clubhouse United Way of Anderson for \$1,500. And I'll
30 make that in the form of a motion.
31 CINDY WILSON: Second.
32 TOMMY DUNN: Have a motion
33 by Councilman Sullivan; second by Ms. Wilson. Any
34 discussion? All in favor of the motion show of hands.
35 All opposed like sign. Show the motion carries
36 unanimously.
37 Moving on to Ms. Wilson.
38 CINDY WILSON: Thank you. Our
39 funds are dwindling, so I'm having to be selective
40 related to my district. Palmetto High School Air Force
41 Jr. ROTC program lost the concession business at
42 Clemson. Aramark apparently had decided that with
43 liquor sales and all, that they would no longer have
44 the ROTC manning the concession stands, and they got
45 notice at the very last moment.
46 And these young men and women had earned money for
47 their programs doing that. So they're caught short
48 this year, and I would like to make a motion that
49 District Seven will appropriate \$3,000 for the rental
50 of the Civic Center for their Military Ball on March

1 21st, 2026.
2 TOMMY DUNN: We have a
3 motion by Ms. Wilson; second by Councilman Jimmy Davis.
4 Open the floor up for discussion. Hang on.
5 JIMMY DAVIS: (Inaudible.)
6 CINDY WILSON: Pardon?
7 JIMMY DAVIS: (Inaudible.)
8 CINDY WILSON: Apparently
9 that's what they've been paying.
10 TOMMY DUNN: I think -- give
11 me just a minute. The man in charge is shaking his
12 head. We can approve this money tonight for y'all, but
13 they're not going to get charged \$3,000 to use the
14 Civic Center.
15 CINDY WILSON: Thank you.
16 They would so greatly appreciate it. That's ---
17 TOMMY DUNN: Do you want to
18 keep the motion in case they need it or something, or
19 what do you want to do?
20 CINDY WILSON: Well, if they
21 can be assured that they don't have to ---
22 TOMMY DUNN: It's assured
23 they're not going to have to pay.
24 CINDY WILSON: That's great.
25 Then District Seven will withdraw that appropriation
26 and make a \$500 appropriation for the Clubhouse. Thank
27 you.
28 TOMMY DUNN: Have a motion
29 by Ms. Wilson; second by Councilman Jimmy Davis. Open
30 the floor up for discussion. I ought to get a little
31 bit of that. I got that \$500 for them. I need to get
32 a little bit out of that thing. All in favor of Ms.
33 Wilson's motion show of hands. All opposed like sign.
34 Show the motion carries unanimously.
35 I think they well exceeded their \$5,000 request.
36 But out of District Five's special appropriation
37 account, I request \$1,000 to go to the AOP Clubhouse.
38 Put that in the form of a motion. Second by Councilman
39 Jimmy Davis. Open the floor up for discussion. All
40 opposed like sign. All opposed like sign. Show the
41 motion carries unanimously.
42 Now moving on, Administrator's report.
43 RUSTY BURNS: Nothing at this
44 time, Mr. Chairman.
45 TOMMY DUNN: Now moving on
46 to citizens' comments. When Mr. Harmon calls your
47 name, please step forward, state your name and district
48 for the record. If you don't know your district, at
49 least your road name. Address the chair. And you've
50 got three minutes. Mr. Harmon.

1 LEON HARMON: Mr. Chairman,
2 no one is signed up to speak.
3 TOMMY DUNN: Thank you, Mr.
4 Harmon.
5 Now, remarks from Council members. Ms. Wilson.
6 CINDY WILSON: Thank you, Mr.
7 Chairman. I wanted to thank all who were involved in a
8 very pleasant little get-together with four of our
9 county representatives and both of our county state
10 senators. It was good to renew old acquaintance and
11 kind of discuss some of our joint concerns.
12 And they were very receptive on a number of items
13 that hopefully they'll file amendments or whatever
14 necessary to help us as a County Council.
15 And we had a very good time. And I appreciate Mr.
16 Sullivan co-hosting with me. Thank you so much.
17 TOMMY DUNN: Thank you.
18 Councilman Sullivan.
19 CHRIS SULLIVAN: Thank you, Mr.
20 Chairman. I do want to make kind of a personal
21 testimony. So South Carolina had their fall break a
22 couple weeks ago, and my daughter was home with some
23 friends of hers. And the comment they made just kind
24 of caught me. I wanted to share. But like, we get
25 caught up so much in what's going on in Anderson; how
26 we're growing, how busy it is. She and her friends,
27 when they were with us, they said, you don't understand
28 coming from Columbia to Anderson, how, as soon as you
29 get off on exit 27 how life just slows down over here.
30 They love being home. They love being back here. They
31 were like, even Clemson Boulevard didn't bother them
32 after being in Columbia for three months.
33 But just makes you remember kind of what we have
34 here. Be proud of what we have here. I don't think
35 it's out of control. But I think we've got a beautiful
36 town.
37 And also want to say, if you're reading Facebook,
38 don't believe anything in Facebook is a fact. Please
39 contact me if you have a question. If you see a
40 statistic that looks completely made up, and there are
41 a lot of them, my email, my phone, I'll give you
42 whatever you want to call me, we'll clear it up. But
43 please don't take a Facebook post as a fact.
44 And that's all I have, sir.
45 TOMMY DUNN: Thank you.
46 Councilman Elgin.
47 GREG ELGIN: Thank you, sir.
48 I just want to second that. Y'all call Mr. Sullivan if
49 you have any questions. Thank you.
50 TOMMY DUNN: Thank you.

1 Councilman Glenn Davis.
2 GLENN DAVIS: Thank you, Mr.
3 Chairman. Again, we had our annual fish fry on
4 Saturday at the Farmers Market, and we gave out. So I
5 thank everyone that helped. That's all, Mr. Chairman.
6 TOMMY DUNN: Thank you.
7 Glad y'all had a good turnout. Councilman Sanders.
8 BRETT SANDERS: I'd like to
9 have an invite to that.
10 GLENN DAVIS: You had one.
11 BRETT SANDERS: It got lost in
12 this stack of paperwork.
13 TOMMY DUNN: Councilman
14 Sanders.
15 JIMMY DAVIS: I'll take you
16 to Long John Silver's.
17 BRETT SANDERS: Yeah, yeah, I'm
18 hungry. I'd also -- I want to thank Councilman
19 Sullivan. I have seen some of the stuff he's done and
20 the work that he puts into this to make sure that the
21 facts get out there to -- not -- to correct people in a
22 mindful and debatable way. I think you're doing a
23 great job, man. Hat's off to you. I'm proud of you.
24 And also, Mr. Harmon, on that settlement release,
25 could you get me how much it actually cost to go
26 through that? You don't have to do it now. But ---
27 LEON HARMON: Yes, sir, I
28 will get that to you.
29 BRETT SANDERS: Thank you very
30 much, sir.
31 TOMMY DUNN: Thank you.
32 Councilman Davis, Jimmy Davis, I'm sorry. Thank you,
33 Mr. Chair. I just want to thank Administrator Burns,
34 Assistant Administrator Matt Hogan, and county attorney
35 Leon Harmon for all the little things that's been going
36 on and things that I've requested and have happened,
37 and we've got a lot of great things moving in the right
38 direction. It's a shame we've got a lot of
39 misinformation.
40 But giving, you know -- the big debate at my house
41 is what we're going to eat tonight, and my wife always
42 says, I like choices. Well, when you give people
43 choices, that's always a good thing. And I'm
44 appreciative of that.
45 I want to thank Hope Missions for all they're doing
46 for our community and United Way. Everybody's just
47 working in the right direction for Anderson County.
48 And I want to thank you all. Thanks to all the
49 citizens for being here. Glad you're involved in
50 what's going on in your county. Please stay involved

1 and stay informed. Thank you, Mr. Chair.

2 TOMMY DUNN: Thank you. I
3 also want to thank our Roads and Bridges department and
4 all our county employees for the find job they're
5 doing. We had a road get knocked out over off of 81
6 behind Ingle's on 81 this past weekend. They worked
7 through the weekend trying to get that road back in,
8 back in the -- and appreciate all the hard and
9 dedicated work of our county employees.

10 I want to thank Councilman Elgin, Councilman
11 Sullivan, Councilman -- I mean, Administrator Burns for
12 going to the war zone last night and we come out, come
13 out unscathed. That's a good thing. I want to just
14 say that I got a pleasant text last night. I didn't
15 get it this morning, but they texted last night
16 agreeing -- I'm not going to say who done it. It's
17 really amazing, agreeing with comments that Mr.
18 Sullivan made about people wants nice things in
19 Anderson County, but they don't want to pay for them.
20 And so I think that's a good thing.

21 And I want to commend also Mr. Sullivan. He's
22 worked very hard on this. Give many, many a talk.
23 Done a fine job last night. Everybody did. Mr. Elgin
24 come up for great innovation about car tax we was
25 talking about. But you know, as comedians says, you
26 just can't fix stupid. Well, you know, some people,
27 they don't want to. They just don't want -- they don't
28 want to know the facts. They don't want to let facts
29 get in their way about doing something. But you know,
30 I really do feel good that we give it a good try this
31 time; I think better than last time. That's all we can
32 say. We'll see how it works out.

33 Appreciate everybody. Thank you very much.

34
35

(MEETING ADJOURNED AT 7:14 P.M.)

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
NOVEMBER 4, 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: ... started. I
2 want to welcome each and every one of y'all here
3 tonight for the Anderson County Council regular meeting
4 of November the 4th. Appreciate all of y'all coming
5 out tonight.

6 At this time I'd like to call on Councilman Elgin
7 if he'll lead us in the invocation and pledge of
8 allegiance. If we'll all rise, please.

9 GREG ELGIN: Thank you, sir.
10 Bow your heads.

11 **INVOCATION AND PLEDGE OF ALLEGIANCE BY GREG ELGIN**

12 TOMMY DUNN: At this time
13 we're going to move on to item number 3, approval of
14 the minutes of September the 16th. Are there any
15 corrections to be made to those?

16 CINDY WILSON: None that I
17 found. May I make a motion that we accept the minutes
18 of September 16th, 2025?

19 TOMMY DUNN: Ms. Wilson
20 makes a motion to accept it. We have a second by
21 Councilman Glenn Davis. All in favor of the motion
22 show of hands. All opposed like sign. Show the motion
23 carries unanimously.

24 Are there any corrections to be made to the October
25 7th minutes?

26 CINDY WILSON: I found none.
27 TOMMY DUNN: Found none.

28 Well, good.

29 CINDY WILSON: I make a motion
30 that we accept the minutes of October 7th, 2025.

31 TOMMY DUNN: Ms. Wilson
32 makes a motion we accept. We have a second by
33 Councilman Glenn Davis. All in favor of the motion
34 show of hands. All opposed like sign. Show the motion
35 carries unanimously.

36 And we did not -- have not received yet October the
37 21st minutes.

38 Moving on. At this time going on to item number 4,
39 4(a), 2025-048. This is a Resolution from all Council
40 members. And Councilman Elgin is going to read it into
41 the record. Councilman.

42 GREG ELGIN: Thank you, sir.

43 This is Resolution Number 2025-048, a Resolution
44 honoring the heroism and sacrifice of Private Curtis
45 Adams and the "Wereth 11" and designating December 17
46 of each year as "Wereth 11 Remembrance Day" in Anderson
47 County, South Carolina; and other matters related
48 thereto.

49 Whereas during World War II, eleven Black soldiers
50 of the 333rd Field Artillery Battalion, known today as

1 the "Wereth 11," were captured, tortured, and executed
2 near Wereth, Belgium, on December 17, 1944, after
3 showing extraordinary bravery and loyalty in the
4 defense of freedom; and

5 Whereas among these heroic men was Private Curtis
6 Adams, a medic with the all-Black 333rd Field Artillery
7 Battalion and a resident of Anderson, South Carolina;
8 and

9 Whereas through the dedication and research of
10 Honor for Heroes, the American Legion Post 14, Mr. Kip
11 Price of West Virginia, and the late Mr. Joe Small, the
12 long-hidden story of the Wereth 11 was brought to
13 light, ensuring that their sacrifice and courage will
14 be remembered and honored for generations to come; and

15 Whereas Anderson County recognizes the
16 extraordinary courage, selflessness, and ultimate
17 sacrifice of Private Curtis Adams and his fellow
18 soldiers, and seeks to preserve their story as a
19 permanent part of our shared history;

20 Now, therefore be it resolved in a meeting duly
21 assembled this 4th day of November, 2025, that the
22 Anderson County Council hereby designates December 17
23 of each year as "Wereth 11 Remembrance Day" in Anderson
24 County, South Carolina, and calls upon all citizens to
25 remember and honor the courage, sacrifice and enduring
26 legacy of Private Curtis Adams and the Wereth 11.

27 Put that in the form of a motion.

28 CINDY WILSON: Second.

29 TOMMY DUNN: Have a motion
30 and second by Ms. Wilson. Any discussion? Mr. Glenn
31 Davis.

32 GLENN DAVIS: Thank you, Mr.
33 Chairman. It's just nice to see a native Andersonian
34 being recognized for his heroism and the sacrifice that
35 he made during the war. And again, an Andersonian.

36 Thank you, sir.

37 TOMMY DUNN: Thank you.
38 Anyone else?

39 GREG ELGIN: Mr. Chairman?

40 CINDY WILSON: May I?

41 TOMMY DUNN: Councilman

42 Elgin and then Ms. Wilson. Councilman Elgin.

43 GREG ELGIN: Thank you, sir.

44 I just want to thank Honors for Heroes for bringing
45 this to our attention and doing the necessary work to
46 get this done and getting all the facts about it. I
47 know a lot of people probably aren't aware of this
48 happened, and I know we're trying to get that out. So
49 we appreciate y'all's support and help.

50 And as Mr. Davis said, it's always good to honor a

1 fellow Andersonian with whatever they need at this
2 time, because we appreciate everything they've done for
3 our history and what it's done for us today. So thank
4 you.

5 TOMMY DUNN: Ms. Wilson.
6 CINDY WILSON: Our country was
7 founded on incredible sacrifice and heroism that we do
8 need to honor. There will be the program at the
9 American Legion Hut at 11:00 on November 11th. And I
10 will certainly be there. We appreciate y'all putting
11 that together. Thank you.

12 TOMMY DUNN: Thank you.
13 Anyone else? I just want to thank y'all for bringing
14 this forward. It's greatly deserved. And we
15 appreciate the sacrifices. Thank you very much.

16 All in favor of the motion show of hands. All
17 opposed like sign. Show the motion carries
18 unanimously.

19 Are y'all going to accept this? Everybody step
20 down.

21 **PRESENTATION OF RESOLUTION**
22 **APPLAUSE**

23 TOMMY DUNN: We'll move on
24 to item number 6 -- items number 5; I'm sorry. We want
25 to recognize -- we've got some folks here from -- get
26 that right there for them -- we've got a group here,
27 Leadership Anderson. If y'all will all stand up and
28 raise your hands. Appreciate y'all coming out here and
29 participating in this. Thank y'all.

30 **APPLAUSE**

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

36 LEON HARMON: Mr. Chairman,
37 no one is signed up to speak.

38 TOMMY DUNN: Thank you, Mr.
39 Harmon.

40 Moving on to item number 6(a), third reading. This
41 is 2025-044, an Ordinance to amend an agreement for the
42 development of a joint county industrial and business
43 park (2010 PARK) of Anderson and Greenville counties so
44 as to enlarge the park (ALLSOURCE ENTERPRISES LLC D/B/A
45 Safe Industries-Project Precedent); and other matters
46 related thereto.

47 Mr. Nelson.

48 BURRISS NELSON: Thank you, Mr.
49 Chairman. This, of course, allows Allsource and their
50 expansion in Greenville County to access state

1 incentives through the state program. And of course,
2 Greenville County sends its thanks for our assistance
3 with adding them to our park agreement.

4 TOMMY DUNN: Thank you.

5 At this time there will be a public hearing.
6 Anyone wishing to speak to this matter, please step
7 forward, state your name and district for the record.
8 Address the chair. And you've got three minutes.
9 Anyone at all? Seeing and hearing none, the public
10 hearing will be closed.

11 Do we have a motion to move this forward?

12 CINDY WILSON: So moved.

13 TOMMY DUNN: Motion by
14 Councilman Elgin; second Ms. Wilson. Open the floor up
15 for discussion. All in favor of the motion show of
16 hands. All opposed like sign. Show the motion carries
17 unanimously.

18 We're going to move on to item number 6(b),
19 2025-047, an Ordinance authorizing the execution and
20 delivery of a fee in lieu of tax agreement and special
21 source credit agreement by and between Anderson County,
22 South Carolina and South Carolina Farm Bureau Marketing
23 Association, LLC, being formerly known to the county as
24 "Project Elevate", with respect to certain economic
25 development property in the County, whereby such
26 property will be subject to certain payments in lieu of
27 taxes, including the provision of certain special
28 source credits; and providing for related matters.
29 Project Elevate. Mr. Nelson.

30 BURRISS NELSON: Thank you, Mr.
31 Chairman, members of Council. Of course, this is the
32 Farm Bureau's project out on Whitehall where they've
33 expanded and added grain elevators and a new purchasing
34 facility, and invested 4.9 million dollars. And taxes
35 paid in 2024, 13,000; and projected for additional new
36 taxes 11,000; for a total of 24,000. And over the next
37 34 years a total of 2.922 million. Community impact
38 first year is 228,000; and over 30 years 678,000.

39 Thank you, Mr. Chairman.

40 TOMMY DUNN: Thank you.

41 This will be a public hearing. Anyone wishing to
42 speak to this matter, again, please step forward and
43 state your name and district for the record. You have
44 three minutes. And please address the chair. Anyone
45 at all? Seeing and hearing none, the public hearing
46 will be closed. Do we have a motion to move this
47 forward?

48 CINDY WILSON: So moved.

49 BRETT SANDERS: So moved.

50 TOMMY DUNN: Motion by Ms.

1 Wilson; second by Councilman Sanders. Open the floor
2 up for discussion. Ms. Wilson.

3 CINDY WILSON: Wonderful.
4 This is a wonderful asset for the county and for our
5 farm industry. Thank you.

6 TOMMY DUNN: Thank you. I
7 agree with Ms. Wilson; a wonderful asset to Anderson
8 County, especially our farmers and the surrounding
9 areas, a place for them to market their goods. This is
10 going to be great.

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

14 We're going to move on to item number 6(c),
15 2025-048, an Ordinance to amend an agreement for the
16 development of a joint county industrial and business
17 park (2010 Park) of Anderson and Greenville counties so
18 as to enlarge the park; and other matters related
19 thereto. Project Elevate. This is the Farm Bureau.

20 Mr. Nelson.

21 BURRISS NELSON: Yes, sir, Mr.
22 Chairman. This allows the Farm Bureau to access all
23 the state benefits that are provided by the legislature
24 and gives them the opportunity for additional growth.

25 TOMMY DUNN: Yes, sir. This
26 is the one we just talked about a few minutes ago.
27 This will be a public hearing. Anyone wishing to speak
28 to this matter, please again, step forward and state
29 your name and district and please address the chair.
30 And you have three minutes. Anyone at all? Seeing and
31 hearing none, the public hearing will be closed.

32 Do we have a motion to move this forward?

33 CINDY WILSON: So moved.

34 BRETT SANDERS: So moved.

35 TOMMY DUNN: Motion by Mr.

36 Sanders; and second Ms. Wilson. Open the floor up for
37 discussion. Seeing and hearing none, all in favor of
38 the motion show of hands. All opposed like sign. Show
39 the motion carries unanimously.

40 We're going to move on to 6(d), 2025-049, an
41 Ordinance (1) Authorizing pursuant to Title 4 of the
42 Code of Laws of South Carolina 1976, as amended,
43 including Sections 4-1-170, 4-1-175, and 4-29-68
44 thereof, and Article VIII, Section 13 of the South
45 Carolina Constitution, the execution and delivery of an
46 infrastructure credit agreement, by and between
47 Anderson County, South Carolina and Covan's Properties,
48 LLC (previously identified by the County as Project
49 Briarwood), including any of its related or affiliated
50 entities, to provide for certain special source revenue

1 or infrastructure credits; (2) To enlarge the
2 boundaries of a joint county industrial and business
3 park; and (3) Other related matters. Project
4 Briarwood. Mr. Nelson.

5 BURRISS NELSON: Thank you, Mr.
6 Chairman, members of Council. This is a partnership
7 agreement and incentives with the town of Honea Path
8 for the redevelopment of a number of properties. Covan
9 Properties will be spending \$3 million in renovation
10 and redevelopment of properties in downtown Honea Path.
11 And of course, it's a great opportunity for the town of
12 Honea Path. Thank you, sir.

13 TOMMY DUNN: Thank you.
14 This will be a public hearing. Again, anyone wishing
15 to speak to this matter, please step forward and state
16 your name and district and please address the chair.
17 You have three minutes. Anyone at all? Seeing and
18 hearing none, the public hearing will be closed.
19 Do we have a motion to move this forward?

20 CINDY WILSON: So moved.
21 BRETT SANDERS: Second.
22 TOMMY DUNN: Motion Ms.
23 Wilson; second by Councilman Elgin. Open the floor up
24 for discussion.

25 CINDY WILSON: May I?
26 TOMMY DUNN: Ms. Wilson.
27 CINDY WILSON: As Mr. Burriss
28 said, or Nelson said, it's greatly hoped to be of a big
29 help for Honea Path. It's a blighted area. Formerly a
30 great manufacturing facility and other properties.
31 Hopefully it'll be put back on good form and great use.
32 Thank you.

33 TOMMY DUNN: Anyone else?
34 I just want to say it's not only great for Honea Path,
35 but it's also great for Anderson County. And we
36 appreciate doing this and helping them out. Good for
37 the new mayor coming in down there.

38 Do we have -- all in favor of the motion show of
39 hands. All opposed like sign. Show the motion carries
40 unanimously.

41 Moving on to item number (e), 2025-050, an
42 Ordinance to amend an agreement for the development of
43 a joint county industrial and business park (2010 Park)
44 of Anderson and Greenville counties so as to enlarge
45 the park to include certain property owned by Covan's
46 Properties, LLC (Previously identified by the County as
47 Project Briarwood); and other matters related thereto.
48 Mr. Nelson.

49 BURRISS NELSON: Thank you, Mr.
50 Chairman. Of course, this is an opportunity to place

1 this project in the multi-county park agreement and
2 gives them access to the state incentives program.
3 Thank you, sir.
4 TOMMY DUNN: Thank you.
5 Do we have a motion to put this on the floor?
6 CINDY WILSON: So moved.
7 TOMMY DUNN: Motion Ms.
8 Wilson. Have a second?
9 GREG ELGIN: Second.
10 TOMMY DUNN: Second by
11 Councilman Elgin. Open the floor up for discussion.
12 Got a public hearing. Sorry about that.
13 Anyone wishing to speak to this matter, please step
14 forward and state your name and district. You have
15 three minutes. Please address the chair, please. Be a
16 public hearing. Anyone at all? Hearing none, the
17 public hearing will be closed.
18 Have a motion by Ms. Wilson; second by Councilman
19 Elgin. I open the floor up for discussion. Hearing
20 none, all in favor of the motion show of hands. All
21 opposed like sign. Show the motion carries
22 unanimously.
23 Moving on to item number 6(f), 2025-051, an
24 Ordinance authorizing the execution and delivery of a
25 fee in lieu of tax agreement by and between Anderson
26 County, South Carolina and Industrial Coaters 2.0, LLC,
27 with respect to certain economic development property
28 in the County, whereby such property will be subject to
29 certain payments in lieu of taxes, including the
30 provision of certain special source credits; and other
31 matters related thereto. Mr. Nelson.
32 BURRISS NELSON: Thank you, Mr.
33 Chairman. This is an expansion of Sargent Metal in
34 their industrial coders division. \$9 million in
35 capital investment, creating 20 jobs; average salary of
36 22.98; new salary or annual payroll of \$919,000. And
37 the taxes paid last year, 213,000. New additional
38 taxes, 40,000 on the project next year. Community
39 impact, 310,000. And over 30 years, 5 million for that
40 expansion. Thank you, Mr. Chair.
41 TOMMY DUNN: Thank you.
42 This will be a public hearing. Anyone wishing to speak
43 to this matter please step forward and state your name
44 and district for the record. You have three minutes.
45 Address the Chair, please. Anyone at all? Seeing
46 and hearing none, the public hearing will be closed.
47 Do we have a motion to move this forward?
48 BRETT SANDERS: So moved.
49 TOMMY DUNN: Motion Mr.
50 Sanders; and second Ms. Wilson. Open the floor up for

1 discussion. Hearing none, I just want to say it's good
2 to see a local company do good, a local family, locally
3 owned. Started out years and years ago and they've
4 come a long way. Thank you.

5 All in favor of the motion show of hands. All
6 opposed like sign. Show the motion carries
7 unanimously.

8 Thank you, Mr. Nelson.

9 TOMMY DUNN: We're going to
10 move on to item number 7(a), Ordinance second reading.
11 This is 2025-052, an Ordinance amending Ordinance No.
12 99-004, the Anderson County Zoning Ordinance, as
13 adopted July 20, 1999, by amending the Anderson County
14 Official Zoning Map to adopt a zoning map in the
15 Shirley Store Voting Precinct, Anderson County, South
16 Carolina; and other matters related thereto.

17 Do we have a motion to move this forward?

18 GREG ELGIN: So moved.

19 CINDY WILSON: So moved.

20 TOMMY DUNN: Motion

21 Councilman Elgin; second Ms. Wilson. Open the floor up
22 for discussion.

23 GREG ELGIN: Mr. Chairman?

24 TOMMY DUNN: Mr. Elgin,

25 Councilman Elgin.

26 GREG ELGIN: I'd just like
27 to say I guess we'll see in probably 30 minutes or so
28 whether we have to have a third reading on these next
29 three. So it's being voted on tonight.

30 TOMMY DUNN: Let's hope so.
31 Anyone else? All in favor of the motion show of hands.
32 All opposed like sign. Show the motion carries
33 unanimously.

34 Moving on to item number 7(b), 2025-053, an
35 Ordinance amending Ordinance No. 99-004, the Anderson
36 County Zoning Ordinance, as adopted July 20, 1999, by
37 amending the Anderson County Official Zoning Map to
38 adopt a zoning map in the Neal's Creek Voting Precinct,
39 Anderson County, South Carolina; and other matters
40 related thereto.

41 Do we have a motion to move this forward?

42 GREG ELGIN: So moved.

43 CINDY WILSON: Second.

44 TOMMY DUNN: Motion by

45 Councilman Elgin; second by Councilman Glenn Davis.

46 Open the floor up for discussion. Hearing none, all in
47 favor of the motion show of hands. All opposed like
48 sign. Show the motion carries unanimously.

49 Moving on to item number 7(c), 2025-054, an
50 Ordinance amending Ordinance No. 99-004, the Anderson

1 County Zoning Ordinance, as adopted July 20, 1999, by
2 amending the Anderson County Official Zoning Map to
3 adopt a zoning map in the Rock Spring Voting Precinct,
4 Anderson, South Carolina; and other matters related
5 thereto.

6 Do we have a motion to move this forward?

7 GREG ELGIN: So moved.

8 CINDY WILSON: Second.

9 TOMMY DUNN: Motion by

10 Councilman Elgin; second by Ms. Wilson. Open the floor
11 up for discussion. All in favor of the motion show of
12 hands. All opposed like sign. Show the motion carries
13 unanimously.

14 We're going to move on to item number 8(a),
15 Ordinance first reading, 2025-055, an Ordinance
16 authorizing the execution and delivery of a fee in lieu
17 of tax agreement by and between Anderson County, South
18 Carolina and a company known to the county at this time
19 as Project Visionary with respect to certain economic
20 development property in the county, whereby such
21 property will be subject to certain payments in lieu of
22 taxes, including the provision of certain special
23 source credits; the execution and delivery of a special
24 source credit agreement by and between Anderson County,
25 South Carolina and Project Visionary with respect to
26 certain property in the county, whereby such property
27 will be provided certain special source credits; and
28 other matters related thereto.

29 Mr. Nelson.

30 BURRISS NELSON: Thank you, Mr.
31 Chairman, members of Council. This is a partnership
32 agreement with the town of Belton. They asked us to
33 work with them on the incentive package. This is a
34 \$10.5 million capital investment creating 69 jobs.
35 Average pay -- new jobs -- average pay, \$26.33 an hour.
36 New annual payroll going into downtown Belton, \$3.633
37 million. The taxes paid last year on that particular
38 property, 45,000. New taxes on this investment will be
39 an additional 61,000. And over 40 -- 34 years, 7.3
40 million. First year community impact 436,000. And 30
41 year community impact, 11.5 million.

42 Thank you, Mr. Chairman.

43 TOMMY DUNN: Thank you.

44 Do we have a motion to move this forward?

45 GREG ELGIN: So moved.

46 CINDY WILSON: Second.

47 TOMMY DUNN: Councilman

48 Elgin makes the motion to move forward; Ms. Wilson
49 makes a second. Open the floor up for discussion.

50 GREG ELGIN: Mr. Chair?

1 TOMMY DUNN: Councilman
2 Elgin.
3 GREG ELGIN: I'd just like
4 to thank our county for partnering with Belton to help
5 do this. I know, as Ms. Wilson said, we did have a lot
6 of jobs there for a while and once all the textile
7 plants moved out, we've been looking for stuff. So
8 appreciate county's assistance with helping Belton on
9 this. I know this is a local company, as well, so just
10 glad to keep up with our local people.
11 BURRISS NELSON: Exactly.
12 GREG ELGIN: And make them
13 bigger. So thank you.
14 BURRISS NELSON: Thank you.
15 TOMMY DUNN: Thank you.
16 Anyone else?
17 CINDY WILSON: May I?
18 TOMMY DUNN: Ms. Wilson.
19 CINDY WILSON: In addition to
20 that and the Eastern Engineered Lumber Products Company
21 going in, that is a real game changer for little
22 Belton. It's going to rise like the Phoenix. Thank
23 you.
24 TOMMY DUNN: Anyone else? I
25 think they're trying to -- the mayor over there and the
26 administrator might be trying to give -- keep up with
27 Dr. Smith. Get ahead of him.
28 All in favor of the motion show of hands. All
29 opposed like sign. Show the motion carries
30 unanimously.
31 We're going to move on to item number 8(b),
32 2025-056, an Ordinance to amend an agreement for the
33 development of a joint county industrial and business
34 park (2010 Park) of Anderson and Greenville counties so
35 as to enlarge the park to include certain property
36 owned by [Project Visionary]; and other matters related
37 thereto.
38 BURRISS NELSON: Thank you, Mr.
39 Chairman, members of Council. This places the Project
40 Visionary in the multi-county agreement we have with
41 Greenville. This allows them to access the state
42 benefits and programs that are available through state
43 legislation. Thank you, sir.
44 TOMMY DUNN: Thank you. Do
45 we have a motion to move this forward?
46 GREG ELGIN: So moved.
47 TOMMY DUNN: Motion by
48 Councilman Elgin; second by Ms. Wilson. Any
49 discussion? All in favor of the motion show of hands.
50 All opposed like sign. Show the motion carries

1 unanimously.

2 Moving on to number 9(a), 2025-046, a Resolution
3 authorizing the execution and delivery of an inducement
4 agreement by and between Anderson County, South
5 Carolina and Project Visionary, whereby, under certain
6 conditions, Anderson County will execute a fee in lieu
7 of tax and special source credit agreement with respect
8 to a project in the county whereby the project would be
9 subject to payment of certain fees in lieu of taxes,
10 and whereby Project/Company will be provided certain
11 credits against fee payments in reimbursement of
12 investment in related qualified infrastructure; and
13 providing for related matters.

14 Mr. Nelson.

15 BURRISS NELSON: Thank you, Mr.
16 Chairman, members of Council. This really is a
17 resolution that summarizes all of the Ordinances
18 information that we just passed -- you just passed on
19 2025-55 and places this ordinance in motion.

20 Thank you, Mr. Chairman.

21 TOMMY DUNN: Thank you.

22 Do we have a motion to move this forward?

23 GREG ELGIN: So moved.

24 CINDY WILSON: Second.

25 TOMMY DUNN: Motion

26 Councilman Elgin; second Ms. Wilson. Open the floor up
27 for discussion. All in favor of the motion show of
28 hands. All opposed like sign. Show the motion carries
29 unanimously.

30 We're going to move on to item number 10(a) ---

31 BURRISS NELSON: Thank you.

32 TOMMY DUNN: Thank you, Mr.

33 Nelson. Appreciate you and your team.

34 Moving on to item number 10, bid approval/change
35 orders for Dolly Cooper Park improvements, bid number
36 26-011. Mr. Burns.

37 RUSTY BURNS: (Inaudible.)

38 TOMMY DUNN: Thank you.

39 Do we have a motion to move this forward?

40 JIMMY DAVIS: So moved.

41 CINDY WILSON: Second.

42 TOMMY DUNN: Motion Mr.

43 Jimmy Davis, Councilman Jimmy Davis; second Ms. Wilson.

44 Open the floor up for discussion.

45 JIMMY DAVIS: Mr. Chair, if I

46 may?

47 TOMMY DUNN: Councilman

48 Jimmy Davis.

49 JIMMY DAVIS: Thank you,

50 Richard Cash for making this happen. This is long

1 overdue and long longed-for. I got a text this week
2 asking about it. I said, just hand on to your britches
3 because it's coming.
4 And I just want to publicly thank Senator Cash for
5 all he's done for northern Anderson County.
6 Thank you, Mr. Chair.
7 TOMMY DUNN: Thank you.
8 BRETT SANDERS: Mr. Chairman?
9 TOMMY DUNN: Councilman
10 Sanders.
11 BRETT SANDERS: When I was
12 first elected to County Council or when I was running
13 for County Council, Councilman Davis -- Dolly Cooper is
14 on the line between he and I, or right there at it --
15 and he asked me to ride over and look at it. And I
16 looked and what he told me he wanted to do there, he's
17 accomplished through the help of Mr. Burns, our state
18 delegation, and a lot of other people. And I just want
19 to tell Councilman Davis, I'm proud of his hard work
20 and what he's done to bring everyone together.
21 Thank you.
22 TOMMY DUNN: Thank you.
23 All in favor of the motion show of hands. All
24 opposed like sign. Show the motion carries
25 unanimously.
26 We're going to move on to item number 11(a), a
27 vehicle donation. This is a 2010 Chevrolet Tahoe for
28 the town of Iva. Do we have a motion to move this
29 forward?
30 GREG ELGIN: So moved.
31 TOMMY DUNN: Councilman
32 Elgin makes a motion to move it forward. Do we have a
33 second? Ms. Wilson, did you second that?
34 CINDY WILSON: Uh-huh
35 (Affirmative).
36 TOMMY DUNN: Ms. Wilson
37 seconds it. Open the floor up for discussion.
38 JIMMY DAVIS: Mr. Chair?
39 TOMMY DUNN: Mr. Davis, Mr.
40 Jimmy Davis.
41 JIMMY DAVIS: Shouldn't we be
42 adding this to the tab?
43 RUSTY BURNS: This vehicle
44 will be used for animal control.
45 TOMMY DUNN: All in favor of
46 the motion show of hands. All opposed like sign. Show
47 the motion carries unanimously.
48 Moving on to item number 12, requests by Council
49 members. Councilman Jimmy Davis.
50 JIMMY DAVIS: Thank you, Mr.

1 Chair. I'll make these three in the form of one
2 motion, if that's okay?
3 TOMMY DUNN: Yes, sir.
4 JIMMY DAVIS: To United Negro
5 College Fund for their event and benefit, Council
6 District Six would like to appropriate \$500; to Family
7 Promise of Anderson County, \$500; to First Light, \$500.
8 I make that in the form of a motion.
9 BRETT SANDERS: Second.
10 CINDY WILSON: Second.
11 TOMMY DUNN: Have a motion
12 by Mr. Davis; and second by Councilman Sanders. Open
13 the floor up for discussion. All in favor of the
14 motion show of hands. All opposed like sign. Show the
15 motion carries unanimously.
16 Moving on to Councilman Sanders.
17 BRETT SANDERS: Thank you, Mr.
18 Chairman. From my special appropriations account, I'd
19 like to request to do all three in one motion.
20 TOMMY DUNN: Yes, sir.
21 BRETT SANDERS: For UNCF, 500;
22 Family Promise of Anderson County, 500; First Light,
23 500. And I put that in the form of a motion, sir.
24 JIMMY DAVIS: Second.
25 CINDY WILSON: Second.
26 TOMMY DUNN: Have a motion
27 by Mr. Sanders; and second by Councilman Jimmy Davis.
28 Open the floor up for discussion. All in favor of the
29 motion show of hands. All opposed like sign. Show the
30 motion carries unanimously.
31 Moving on to Councilman Glenn Davis.
32 GLENN DAVIS: Thank you, Mr.
33 Chairman. If I may do all of mine at one time?
34 TOMMY DUNN: Yes, sir.
35 GLENN DAVIS: From District
36 Two's special rec account, United Negro College Fund,
37 \$1,500; Family Promise, 750; First Light, 1,000. I put
38 that in the form of a motion.
39 CINDY WILSON: Second.
40 TOMMY DUNN: Have a motion
41 by Mr. Glenn Davis; second Ms. Wilson. Open the floor
42 up for discussion. All in favor of the motion show of
43 hands. All opposed like sign. Show the motion carries
44 unanimously.
45 Moving on to Councilman Elgin.
46 GREG ELGIN: Thank you, Mr.
47 Chairman. Same thing, put all three in the form of one
48 motion?
49 TOMMY DUNN: Yes, sir.
50 GREG ELGIN: For the UNCF,

1 \$500; Family Promise of Anderson County, \$500; and
2 First Light, \$500. Put that in the form of a motion.
3 BRETT SANDERS: Second.
4 CINDY WILSON: Second.
5 TOMMY DUNN: Have a motion
6 by Mr. Elgin; second by Councilman Sanders. Open the
7 floor up for discussion. All in favor of the motion
8 show of hands. All opposed like sign. Show the motion
9 carries unanimously.
10 Moving on to Councilman Sullivan.
11 CHRIS SULLIVAN: Thank you, Mr.
12 Chairman. I, as well, put these three in the form of
13 one motion. From District One's account, the UNCF,
14 \$750; Family Promise of Anderson, \$700; and First
15 Light, 750. And I make that in the form of one motion.
16 CINDY WILSON: Second.
17 TOMMY DUNN: We have a
18 motion by Mr. Sullivan, Councilman Sullivan; and second
19 by Councilman Wilson. Open the floor up for
20 discussion. All in favor of the motion show of hands.
21 All opposed like sign. Show the motion carries
22 unanimously.
23 Moving on to Councilman Wilson. Ms. Wilson.
24 CINDY WILSON: Thank you. I
25 would like to do all three in one motion. And we're
26 nearing the bottom of the barrel, so we're running
27 short of funds. For UNCF, \$250; Family Promise of
28 Anderson, \$250; and First Light, \$250. And I put that
29 in the form of a motion.
30 BRETT SANDERS: Second.
31 TOMMY DUNN: Have a motion
32 by Ms. Wilson, Councilman Wilson; second by Councilman
33 Sanders. Open the floor up for discussion. All in
34 favor of the motion show of hands. All opposed like
35 sign. Show the motion carries unanimously.
36 From District Five's special appropriations
37 account, UNCF, appropriate \$1,000; Family Promise,
38 \$500; and First Light, \$500. Put that in the form of a
39 motion.
40 CINDY WILSON: Second.
41 TOMMY DUNN: Second by
42 Councilman Elgin. Open the floor up for discussion.
43 All in favor of the motion show of hands. All opposed
44 like sign. Show the motion carries unanimously.
45 Moving on to Administrator's report.
46 RUSTY BURNS: Mr. Chairman,
47 just a reminder. At 12:00 on Thursday at 1428, in the
48 large conference room, there will be that workshop for
49 Council on the solar farm ordinance.
50 Also, next Monday at 9:30, there will be a tour at

1 the new Anderson County jail. They will actually be
2 putting the cells in the building and they will have
3 two cells open for Council to examine. And that would
4 be 9:30 next Monday morning.

5 That's all, sir.

6 TOMMY DUNN: Thank you.

7 Moving on now to citizens' comments. When Mr.
8 Harmon calls your name, please step forward and address
9 the chair. You have three minutes. Mr. Harmon.

10 LEON HARMON: Mr. Chairman,
11 one speaker is signed up. Bryan Montgomery.

12 TOMMY DUNN: Yes, sir.

13 BRYAN MONTGOMERY: Mr. Chair?

14 TOMMY DUNN: Yes, sir.

15 BRYAN MONTGOMERY: Hey, my name is
16 Bryan Montgomery. I'm at 207 Wren Road, in District 6.

17 What I've come here to the board to talk about is,
18 we give away about 1,000 eggs a week. Sometimes if the
19 chickens are feeling a little better about it, maybe a
20 little more, maybe a little less.

21 We come out every other Tuesday. We try to make
22 sure we come over here next to the Common House and
23 give away as many as we can, reach out to a lot of
24 people to try to make sure they could have -- those
25 that are underprivileged a little bit more. I know
26 that there's a lot of issues with a lot of people
27 trying to make sure they could pay for this and that.
28 And if we could take one or two things off their plate.
29 We gave everybody about 750 eggs today. Ended up
30 getting to the point where we started giving them away
31 as we drove by houses that people were outside and just
32 trying to give it away, trying to do our best to serve
33 the county of Anderson as best as possible.

34 And we're looking to all of you to try and help us
35 get that message out there to those that are
36 underprivileged in your districts, to try and make sure
37 that every other Tuesday I can come out, give away
38 about 1000 eggs from our home to them. No
39 expectations, no drawbacks, just if you need them, we
40 got it for you. There's no questions asked. And want
41 to try and help out as many people as possible.

42 So with that, I appreciate the time. I want to
43 make sure that, you know, if you have people in your
44 district -- Councilman Jimmy Davis is my Councilman.
45 So he's able to reach out to me. We correspond quite a
46 bit about this stuff. And I will be trying to help out
47 Hope Mission over here. They just came to me and let
48 me know that they would gladly take them off my hands
49 as much as possible.

50 But we want to make sure we're helping not only the

1 Mission, we're helping a lot of individual citizens as
2 well. So with that, I appreciate your time and hope
3 you have great evening.
4 TOMMY DUNN: Thank you. My
5 hat's off to you. And God speed. Mr. Burns, you got
6 the information you need so we can get it out?
7 RUSTY BURNS: Yes, sir.
8 TOMMY DUNN: Okay. Thank
9 you. Anyone else, Mr. Harmon?
10 LEON HARMON: Mr. Chairman,
11 no one else is signed up.
12 TOMMY DUNN: Okay. We'll go
13 on now to remarks from Council members. Ms. Wilson.
14 CINDY WILSON: Thank you. It
15 was a very interesting meeting with CodeRight? And it
16 does seem like we're moving in the right direction on
17 coming up with better land use and development
18 ordinances. So I was very pleased with those
19 interactions with those people. Thank you.
20 TOMMY DUNN: Thank you.
21 Moving on to Councilman Sullivan.
22 CHRIS SULLIVAN: Nothing at this
23 time, Mr. Chairman.
24 TOMMY DUNN: Thank you.
25 Councilman Elgin.
26 GREG ELGIN: No sir, nothing
27 this time.
28 TOMMY DUNN: Thank you.
29 Councilman Glenn Davis.
30 GLENN DAVIS: Thank you, Mr.
31 Chairman. I'd just like to say, being a veteran
32 myself, I wish all the veterans Happy Veterans Day, and
33 thank you for your service. That's all, sir.
34 TOMMY DUNN: Thank you.
35 Moving on to Councilman Sanders.
36 BRETT SANDERS: Thank you, Mr.
37 Chairman. As everyone's aware tonight, they're voting
38 on the road tax, but I just wanted to ---
39 TOMMY DUNN: Is that
40 tonight?
41 BRETT SANDERS: I just wanted
42 to -- just wanted to thank everyone, whether you're for
43 it, against it. I just want -- I know there was a lot
44 of hard work, a lot of people put a lot of time in. I
45 want to make sure that they're thanked by Council.
46 And also, I think FanDuel, if you're a first time
47 bidder, you get \$100 free, and they're taking bets on
48 what's next for the social media warriors to spread
49 ignorance and misinformation about. So please get
50 online and bet. Thank you.

1 TOMMY DUNN: Thank you.
2 Councilman Jimmy Davis.

3 JIMMY DAVIS: Yeah, the last
4 one I heard was we were out mowing over signs, going
5 down the road where -- the county had sent tractors to
6 mow down signs. I believe it's on a state road, so I
7 don't think we are out mowing signs down on a state
8 road, but my -- sometimes I get a little disappointed
9 in humanity.

10 But I'm proud of our veterans. I'm proud of having
11 a veteran like Mr. Montgomery in our -- in my district,
12 who's out trying to do a good thing for the citizens of
13 Anderson County. I'm thankful to serve on Council with
14 veterans. I'm thankful to be a son of a veteran. And
15 we need to thank our veterans each and every day, not
16 just one day a year.

17 Thank you, Mr. Chair.

18 TOMMY DUNN: Thank you,
19 Councilman Davis.

20 I just want to say we got reminders up here. If
21 we've all look at this. I know we've got the things
22 here tonight to honor the group about November 11th at
23 11:00. We also have the Richard Campbell Nursing Home
24 thing that's been going on a few years. Just keep that
25 in mind.

26 We've got the parade coming up, too, the Veterans
27 Day Parade. They're still doing that Sunday; ain't
28 they? Yeah.

29 And I also want to commend Mr. Montgomery for his
30 efforts and what he's doing. It restores your faith in
31 mankind after hearing some things this week.

32 Appreciate everybody. Have a good, safe night.
33 Meeting be adjourned.

34
35

(MEETING ADJOURNED AT 7:05 P.M.)

ORDINANCE NO. 2025-045

AN ORDINANCE TO AMEND SECTIONS 2-33 AND 2-925 OF THE ANDERSON COUNTY CODE OF ORDINANCES TO REMOVE ADMINISTRATIVE DEADLINES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has the authority to create ordinances under South Carolina Code section 4-9-25; and

WHEREAS, section 2-33 of the Anderson County Code of Ordinances requires the Administrator to submit for first reading an appropriations ordinance prior to May 15 of each year; and

WHEREAS, section 2-925 of the Anderson County Code of Ordinances requires department heads and agencies funded by the county to purchase all capital expenditure items on or before May 15 preceding the end of the fiscal year on June 30 of each and every year; and

WHEREAS, the May 15 deadline creates unnecessary administrative inconvenience and serves no particular purpose; and

WHEREAS, Anderson County Council desires to amend the Anderson County Code of Ordinances to remove the arbitrary May 15 deadline for the first reading of the budget and capital expenditures.

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

1. Section 2-33(7) of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

See attachment A.

2. Section 2-925 of the Code of Ordinances, Anderson County, South Carolina, is hereby repealed, and this section reserved for future use, to read as follows:

See attachment A.

3. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.

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

5. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this 18th day of November, 2025.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading:	October 7, 2025
Second Reading:	October 21, 2025
Third Reading:	November 18, 2025
Public Hearing:	November 18, 2025

Anderson County Council

Attachment A of Ordinance 2025-045

Section 2-33(7) shall be amended as follows:

(7) Annual appropriations ordinance. The administrator shall submit for first reading an appropriations ordinance which shall set forth in detail appropriations for all county purposes and activities during the ensuing fiscal year; and this ordinance, as it may be amended, shall be enacted by the county council prior to the commencement of such fiscal year. The total of the appropriations under such ordinance shall not exceed the total of anticipated county revenue from all sources as projected by the administrator.

Section 2-925 shall be repealed and reserved for future use as follows:

Sec. 2-925 – Reserved.

ORDINANCE NO. 2025-046

**AN ORDINANCE TO AMEND SECTION 44-143 OF THE ANDERSON COUNTY
CODE OF ORDINANCES TO ADD AN ADMINISTRATION FEE; AND OTHER
MATTERS RELATED THERETO.**

WHEREAS, the Anderson County Council has the authority to create ordinances under South Carolina Code section 4-9-25; and

WHEREAS, management of sewer fees and transfers between sewer customers creates administrative costs; and

WHEREAS, Anderson County Council desires that these administrative costs be supported by those who receive the service; and

WHEREAS, Anderson County Council desires to retain a \$10 fee, to be uniformly applied, as an administrative fee to help offset the administrative costs for management and transfer of sewer services.

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

1. Section 44-143 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

Each new customer obtaining a sewer tap shall make the required prepayment fee to secure the payment of bills to be rendered. Whenever service is transferred such sum, without interest, shall be returned to the customer after first deducting all outstanding bills for sewer service and a \$10 administration fee.

2. 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.

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

4. This Ordinance shall take effect 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 18th day of November, 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:	October 7, 2025
Second Reading:	October 21, 2025
Third Reading:	November 18, 2025
Public Hearing:	November 18, 2025

ORDINANCE #2025-052

AN ORDINANCE AMENDING ORDINANCE No. 99-004, THE ANDERSON COUNTY ZONING ORDINANCE, AS ADOPTED JULY 20, 1999, BY AMENDING THE ANDERSON COUNTY OFFICIAL ZONING MAP TO ADOPT A ZONING MAP IN THE SHIRLEY STORE VOTING PRECINCT, ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS PERTAINING THERETO.

WHEREAS, Anderson County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the “County”), acting by and through its County Council (the “County Council”), previously adopted Anderson County Ordinance No. 99-004, the Anderson County Zoning Ordinance (the “Ordinance”), which Ordinance contains the Anderson County Official Zoning Map (the “Map”); and,

WHEREAS, County Council desires to amend the Map by adopting a zoning map for the Shirley Store voting precinct, subsequent to the referendum in the Shirley Store voting precinct requesting County Council to impose zoning in that precinct; and,

WHEREAS, the Anderson County Planning Commission held a duly advertised Public Hearing on October 14, 2025 at which time it reviewed the Anderson County Future Land Use Plan, as well as, the proposed Official Zoning Map of the Shirley Store voting precinct and approved by unanimous vote to recommend to County Council regarding amendment to the Anderson County Official Zoning Map; and,

WHEREAS, County Council will hold a duly advertised Public Hearing on November 18, 2025 regarding said amendment of the Anderson County Comprehensive Plan and Official Zoning Map; and,

WHEREAS, The registered voters of the Shirley Store voting precinct, in a duly advertised will conduct a referendum on November 4, 2025, to express their desires with respect to zoning on and in the Shirley Store voting precinct;

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

1. The Anderson County Council hereby adopts the attached Official Zoning Map of the Shirley Store voting precinct as an amendment of the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance No. 99-004.

2. Should any portion of this resolution 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 is hereby deemed separable.
3. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. This ordinance shall take effect and be in force from and after third reading and enactment by Anderson County Council.

ORDAINED in meeting duly assembled this 18th day of November 2025

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District 5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM

Leon Harmon, County Attorney

1 st Reading:	October 21, 2025
2 nd Reading:	November 4, 2025
3 rd Reading:	November 18, 2025
Public Hearing:	November 18, 2025



Planning Commission

October 14, 2025

Agenda Item: 6E

Project Information

☐ Subdivision ☐ Variance ☐ Land Use ☒ Rezoning

NAME OF APPLICANT/PROJECT: Council District 3 / Shirley Store Precinct Zoning Adoption

PROPERTY LOCATION: Council District 3

COUNTY COUNCIL DISTRICT: 3

SCHOOL DISTRICT: N/A

TOTAL ACREAGE: N/A

NUMBER OF LOTS: N/A

CURRENT ZONING: N/A

REQUESTED ZONING: N/A

PURPOSE: Precinct Zoning Adoption

RECOMMENDATION/DECISION RENDERED

☒ APPROVAL ☐ DENIAL ☐ TIED ☐ TABLED VOTE 7 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): Allow citizens to decide zoning
in their precincts.

Planning Commission Chairman: [Signature]

Date: 10/14/25

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

Anderson County Shirley Store Proposed Zoning



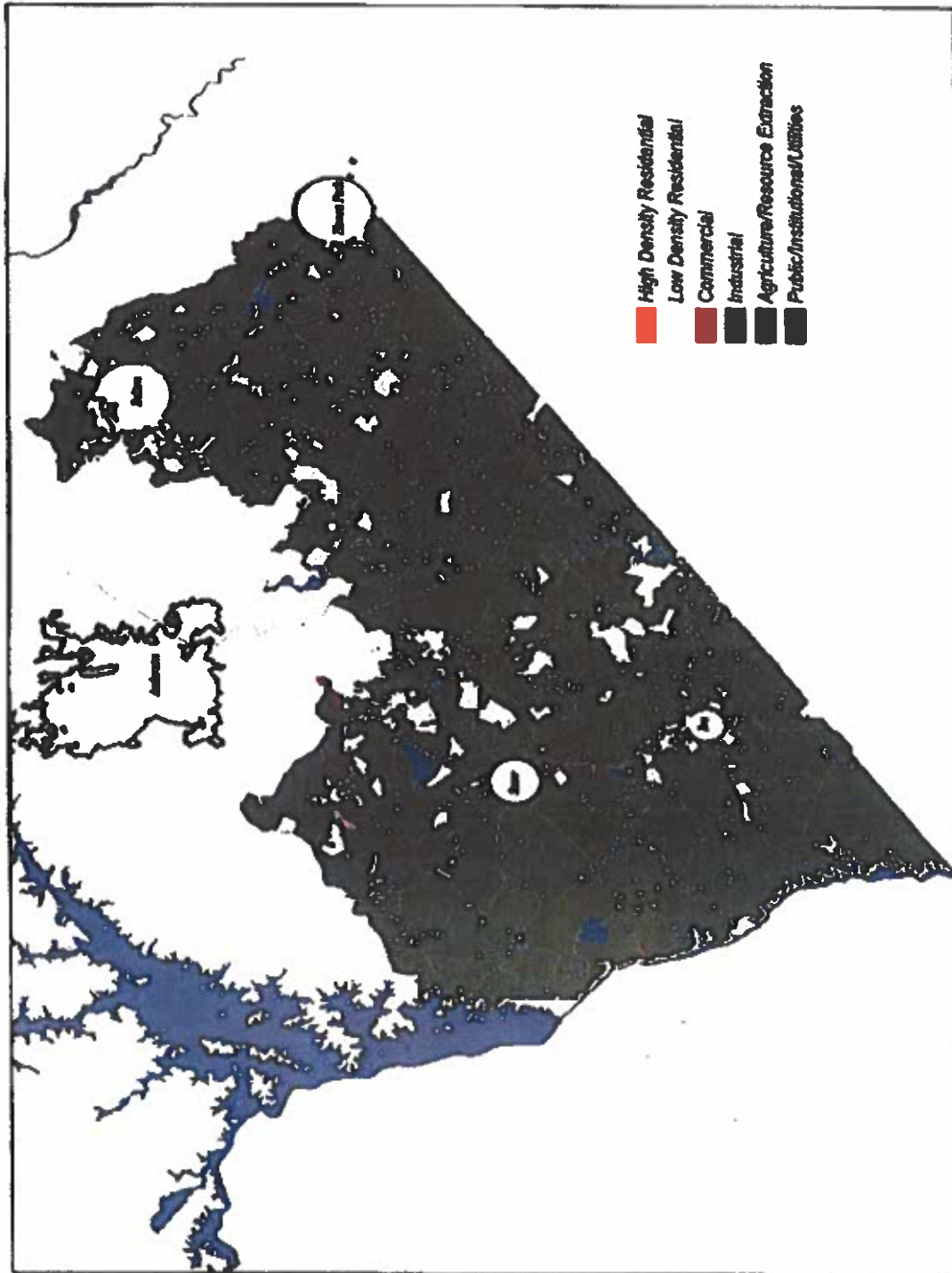
0 0.5 1 miles

Anderson County
Planning and Zoning Commission
Shirley Store Proposed Zoning
Map
Date: 10/1/2010
By: [Signature]



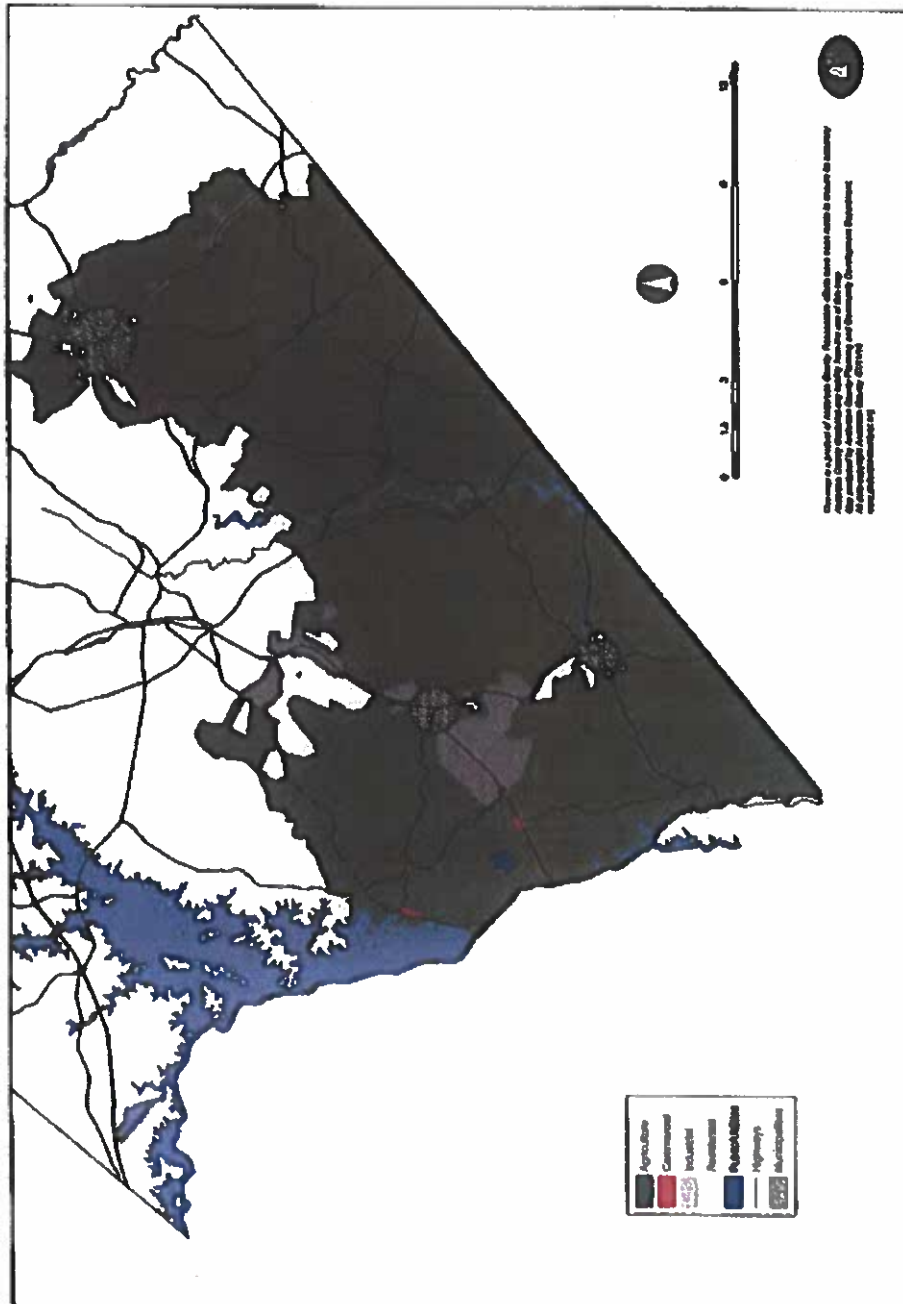


Map 7.4 Current Land Use, Council District 3





**County Council District 3
Future Land Use**



ORDINANCE #2025-053

AN ORDINANCE AMENDING ORDINANCE No. 99-004, THE ANDERSON COUNTY ZONING ORDINANCE, AS ADOPTED JULY 20, 1999, BY AMENDING THE ANDERSON COUNTY OFFICIAL ZONING MAP TO ADOPT A ZONING MAP IN THE NEAL'S CREEK VOTING PRECINCT, ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS PERTAINING THERETO.

WHEREAS, Anderson County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council"), previously adopted Anderson County Ordinance No. 99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

WHEREAS, County Council desires to amend the Map by adopting a zoning map for the Neals Creek voting precinct, subsequent to the referendum in the Neal's Creek voting precinct requesting County Council to impose zoning in that precinct; and,

WHEREAS, the Anderson County Planning Commission held a duly advertised Public Hearing on October 14, 2025 at which time it reviewed the Anderson County Future Land Use Plan, as well as, the proposed Official Zoning Map of the Neal's Creek voting precinct and approved by unanimous vote to recommend to County Council regarding amendment to the Anderson County Official Zoning Map and,

WHEREAS, County Council will hold a duly advertised Public Hearing on November 18, 2025 regarding said amendment of the Anderson County Comprehensive Plan and Official Zoning Map; and,

WHEREAS, The registered voters of the Neal's Creek voting precinct, in a duly advertised and conducted referendum, to be held on November 4, 2025, to express their desires with respect to zoning on and in the Neal's Creek voting precinct;

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

1. The Anderson County Council hereby adopts the attached Official Zoning Map of the Neal's Creek voting precinct as an amendment of the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance No. 99-004.

2. Should any portion of this resolution 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 is hereby deemed separable.
3. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. This ordinance shall take effect and be in force from and after third reading and enactment by Anderson County Council.

ORDAINED in meeting duly assembled this 18th day of November 2025

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District 5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM

Leon Harmon, County Attorney

1 st Reading:	October 21, 2025
2 nd Reading:	November 4, 2025
3 rd Reading:	November 18, 2025
Public Hearing:	November 18, 2025



Planning Commission

October 14, 2025

Agenda Item: 6C

Project Information

☐ Subdivision ☐ Variance ☐ Land Use ☒ Rezoning

NAME OF APPLICANT/PROJECT: Council Districts 2 & 3 / Neal's Creek Precinct Zoning Adoption

PROPERTY LOCATION: Council Districts 2 & 3

COUNTY COUNCIL DISTRICT: 2 & 3

SCHOOL DISTRICT: N/A

TOTAL ACREAGE: N/A

NUMBER OF LOTS: N/A

CURRENT ZONING: N/A

REQUESTED ZONING: N/A

PURPOSE: Precinct Zoning Adoption

RECOMMENDATION/DECISION RENDERED

☒ APPROVAL ☐ DENIAL ☐ TIED ☐ TABLED VOTE 7 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): Allow voters to decide zoning in their precincts

Planning Commission Chairman: [Signature]

Date: 10/14/25

Anderson County Planning & Development

401 East River Street

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

Anderson County Neal's Creek Proposed Zoning



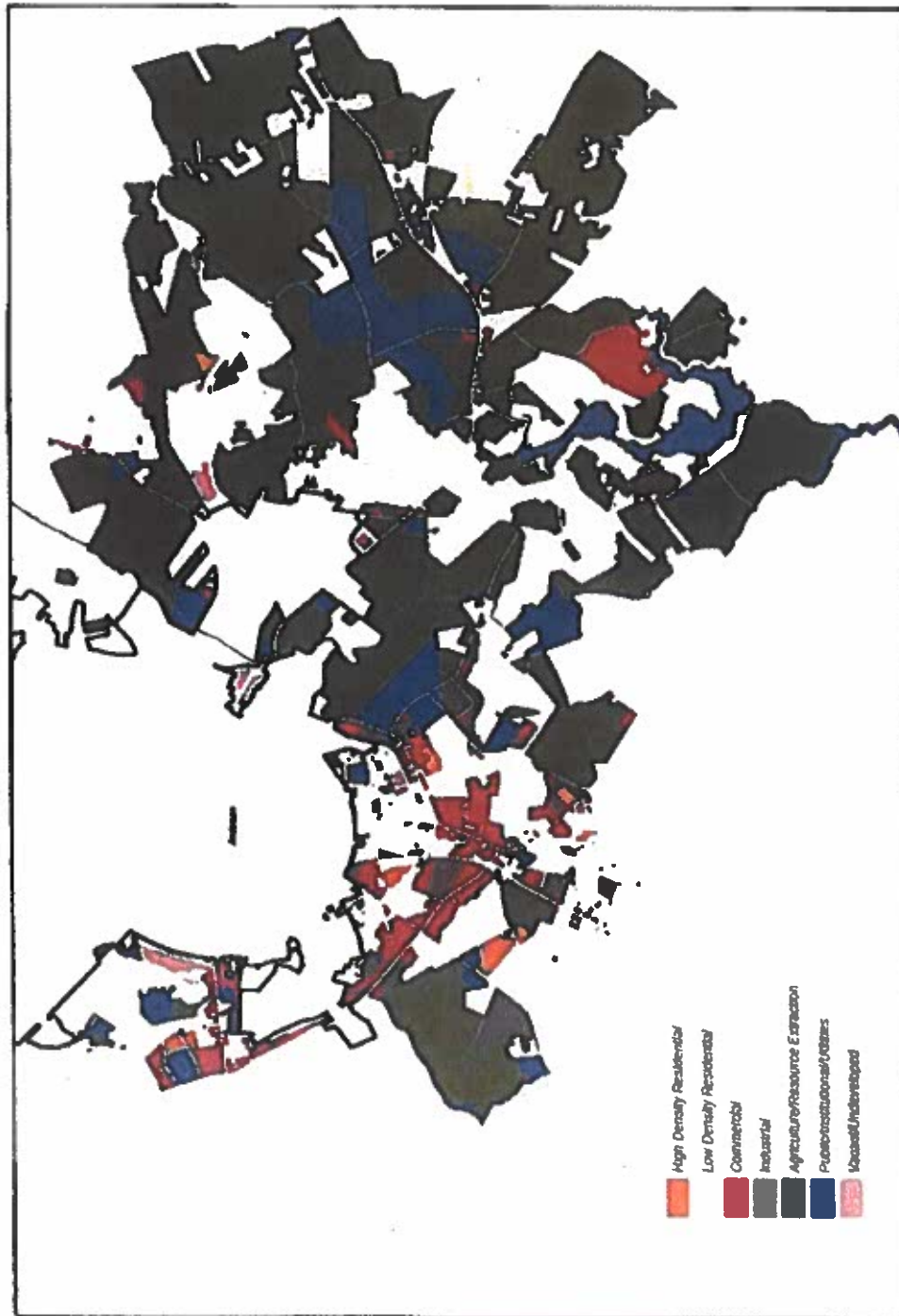
0 0.5 1 Miles

Prepared by:
Date:
Scale:
Source:



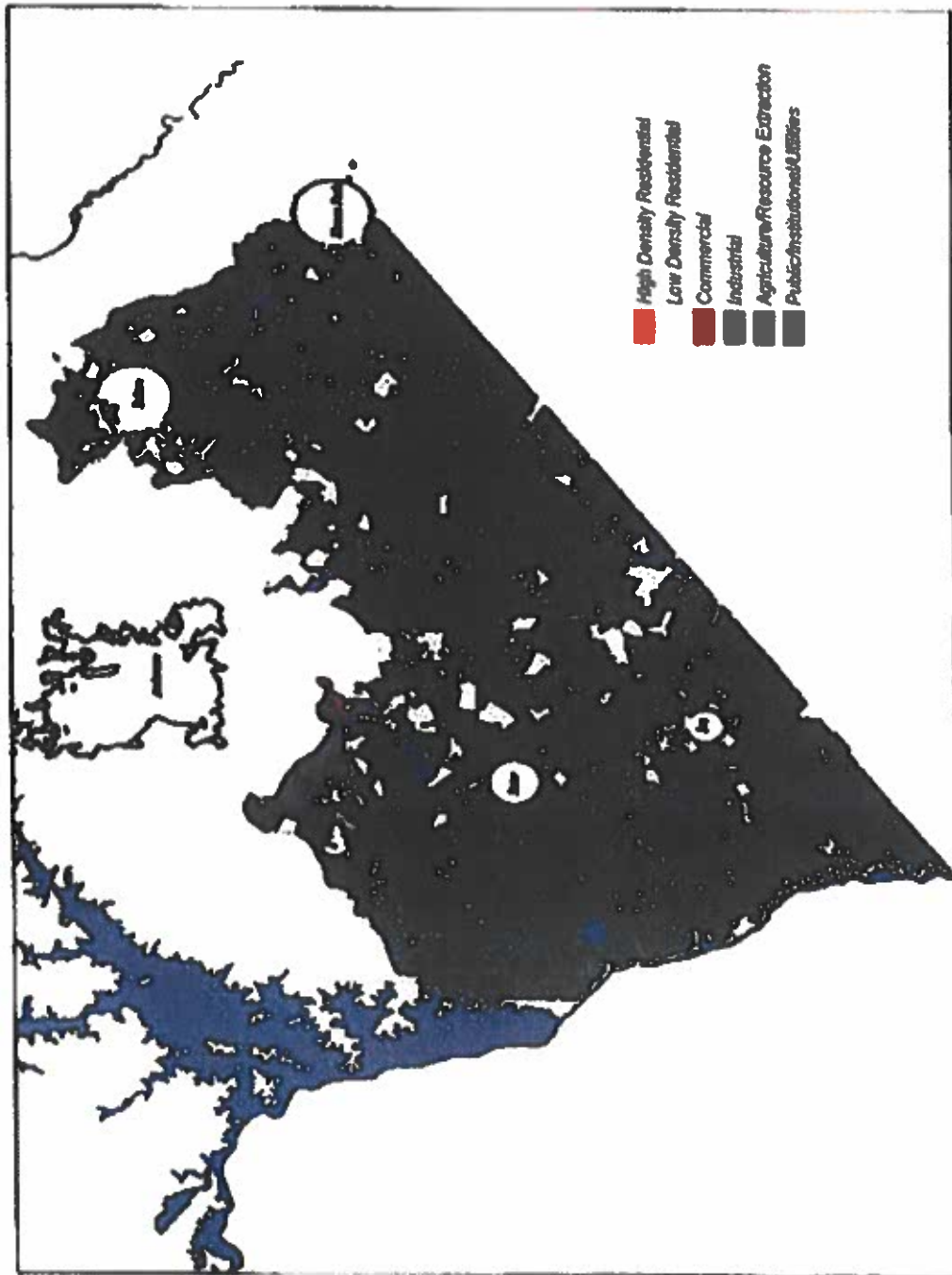


Map 7.3 Current Land Use, Council District 2



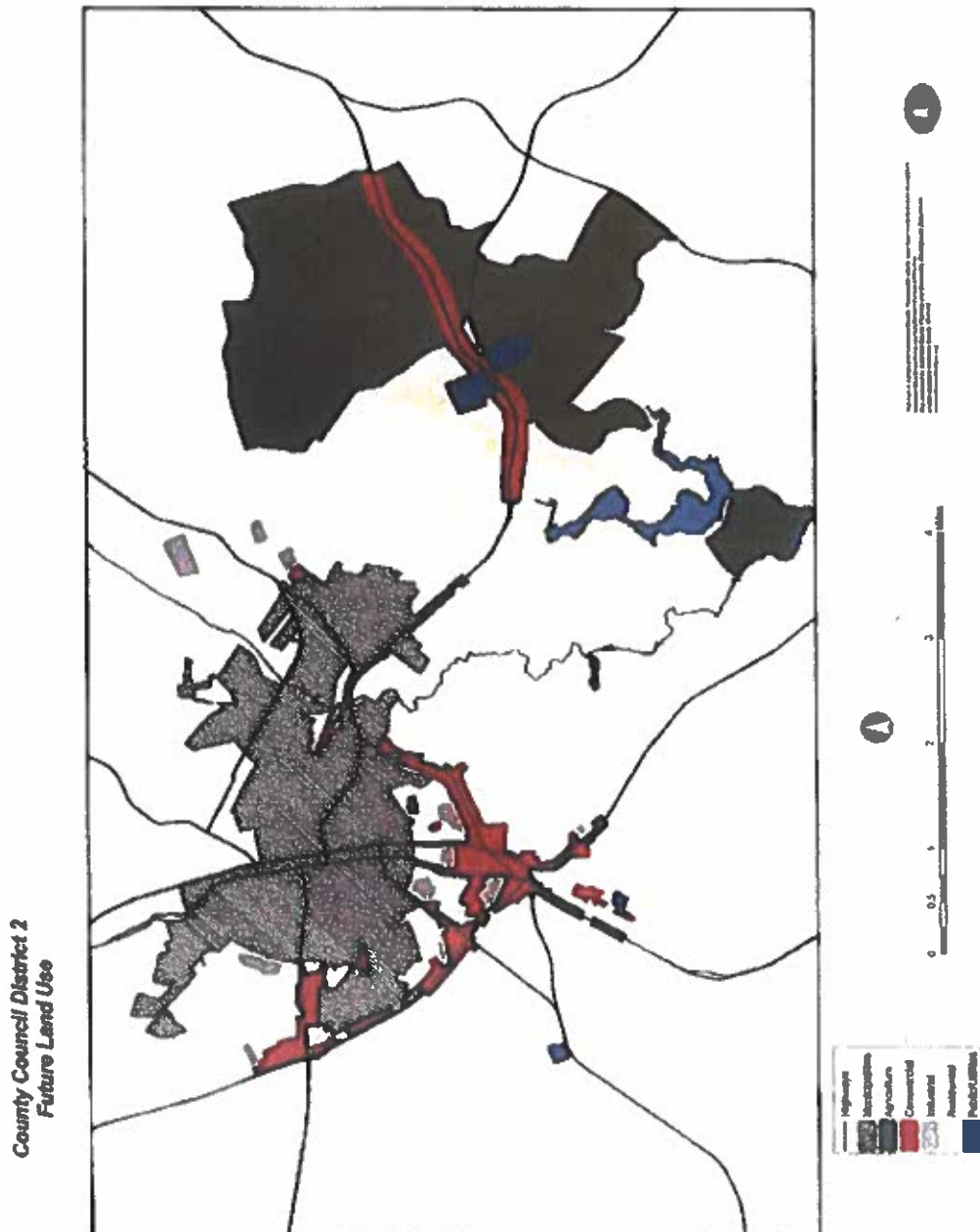


Map 7.4 Current Land Use, Council District 3



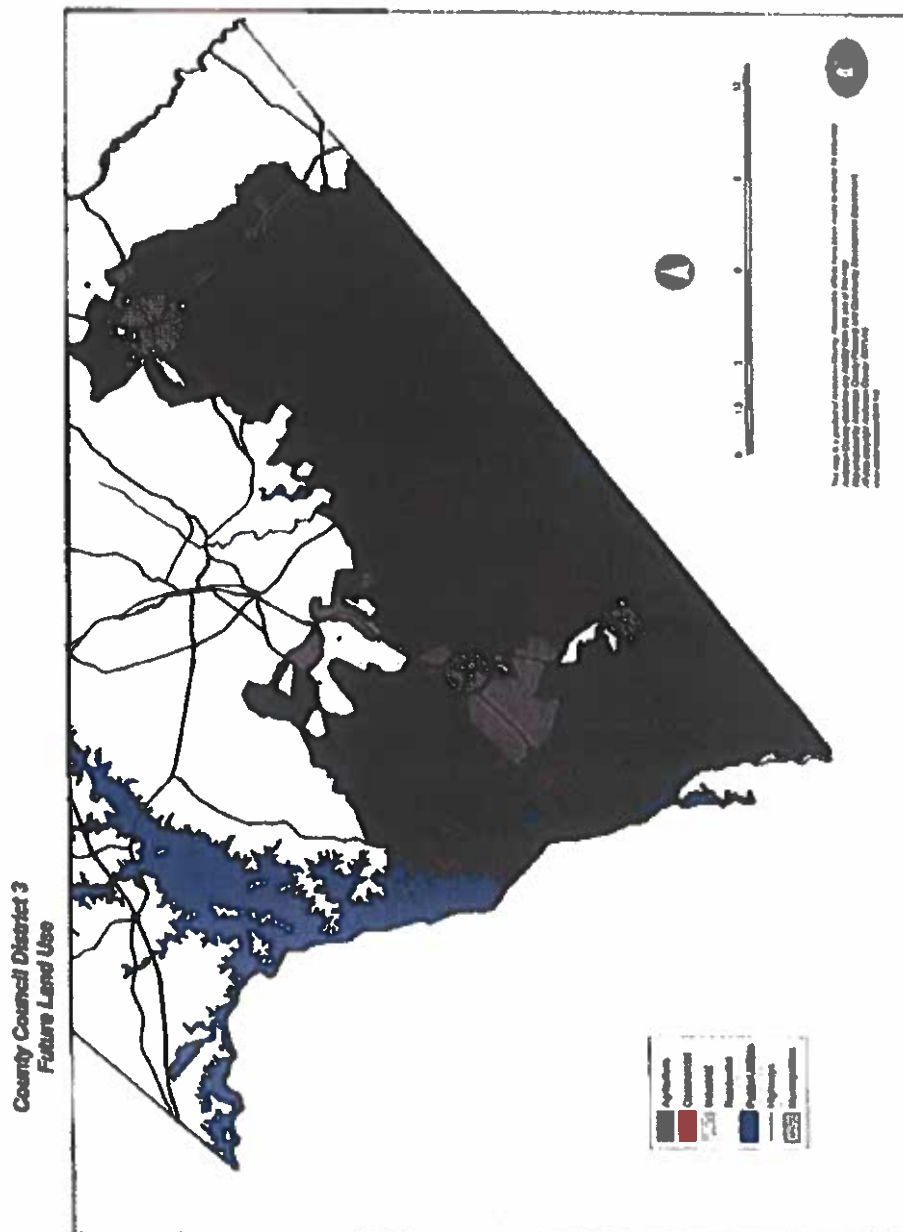


Map 7.11 Future Land Use, Council District 2





Map 7.12 Future Land Use, Council District 3



ORDINANCE #2025-054

AN ORDINANCE AMENDING ORDINANCE No. 99-004, THE ANDERSON COUNTY ZONING ORDINANCE, AS ADOPTED JULY 20, 1999, BY AMENDING THE ANDERSON COUNTY OFFICIAL ZONING MAP TO ADOPT A ZONING MAP IN THE ROCK SPRING VOTING PRECINCT, ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS PERTAINING THERETO.

WHEREAS, Anderson County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the “County”), acting by and through its County Council (the “County Council”), previously adopted Anderson County Ordinance No. 99-004, the Anderson County Zoning Ordinance (the “Ordinance”), which Ordinance contains the Anderson County Official Zoning Map (the “Map”); and,

WHEREAS, County Council desires to amend the Map by adopting a zoning map for the Rock Spring voting precinct, subsequent to the referendum in the Rock Spring voting precinct requesting County Council to impose zoning in that precinct; and,

WHEREAS, the Anderson County Planning Commission held a duly advertised Public Hearing on October 14, 2025 at which time it reviewed the Anderson County Future Land Use Plan, as well as, the proposed Official Zoning Map of the Rock Spring voting precinct and approved by unanimous vote to recommend to County Council regarding amendment to the Anderson County Official Zoning Map; and,

WHEREAS, County Council will hold a duly advertised Public Hearing on November 18, 2025 regarding said amendment of the Anderson County Comprehensive Plan and Official Zoning Map; and,

WHEREAS, The registered voters of the Rock Spring voting precinct, in a duly advertised will conduct a referendum on November 4, 2025, to express their desires with respect to zoning on and in the Rock Spring voting precinct;

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

1. The Anderson County Council hereby adopts the attached Official Zoning Map of the Rock Spring voting precinct as an amendment of the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance No. 99-004.

2. Should any portion of this resolution 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 is hereby deemed separable.
3. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. This ordinance shall take effect and be in force from and after third reading and enactment by Anderson County Council.

ORDAINED in meeting duly assembled this 18th day of November 2025

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District 5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM

Leon Harmon, County Attorney

1 st Reading:	October 21, 2025
2 nd Reading:	November 4, 2025
3 rd Reading:	November 18, 2025
Public Hearing:	November 18, 2025



Planning Commission

October 14, 2025

Agenda Item: 6D

Project Information

☐ Subdivision ☐ Variance ☐ Land Use ☒ Rezoning

NAME OF APPLICANT/PROJECT: Council District 3 / Rock Spring Precinct Zoning Adoption

PROPERTY LOCATION: Council District 3

COUNTY COUNCIL DISTRICT: 3

SCHOOL DISTRICT: N/A

TOTAL ACREAGE: N/A

NUMBER OF LOTS: N/A

CURRENT ZONING: N/A

REQUESTED ZONING: N/A

PURPOSE: Precinct Zoning Adoption

RECOMMENDATION/DECISION RENDERED

☒ APPROVAL ☐ DENIAL ☐ TIED ☐ TABLED

VOTE 2 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): Allow voters in their precinct to decide
Zoning.

Planning Commission Chairman: [Signature]

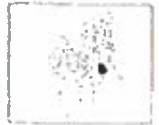
Date: 10/14/25

Anderson County Planning & Development

401 East River Street

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

Anderson County Rock Spring Proposed Zoning

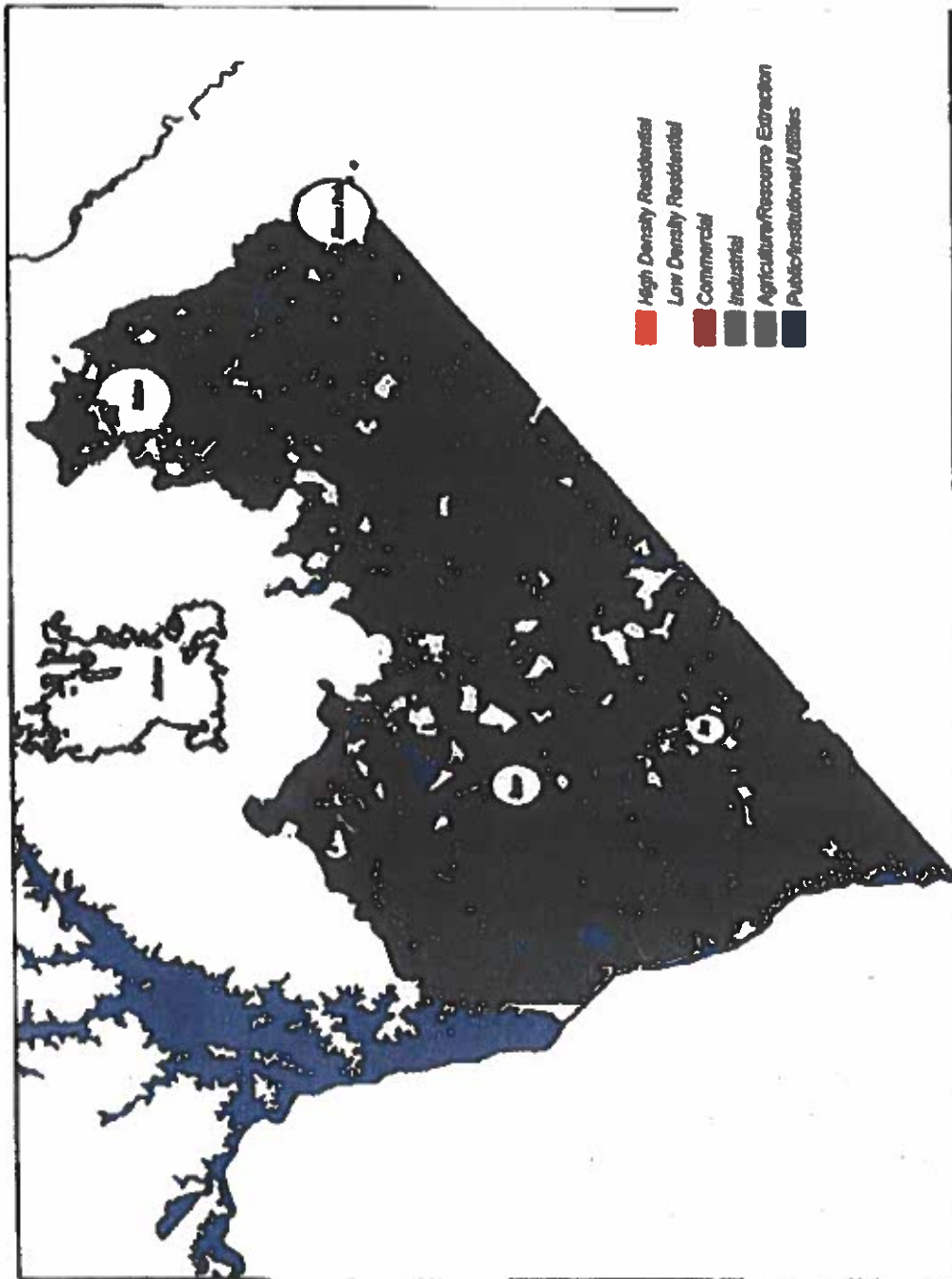


Anderson County Rock Spring
Proposed Zoning Map
2010



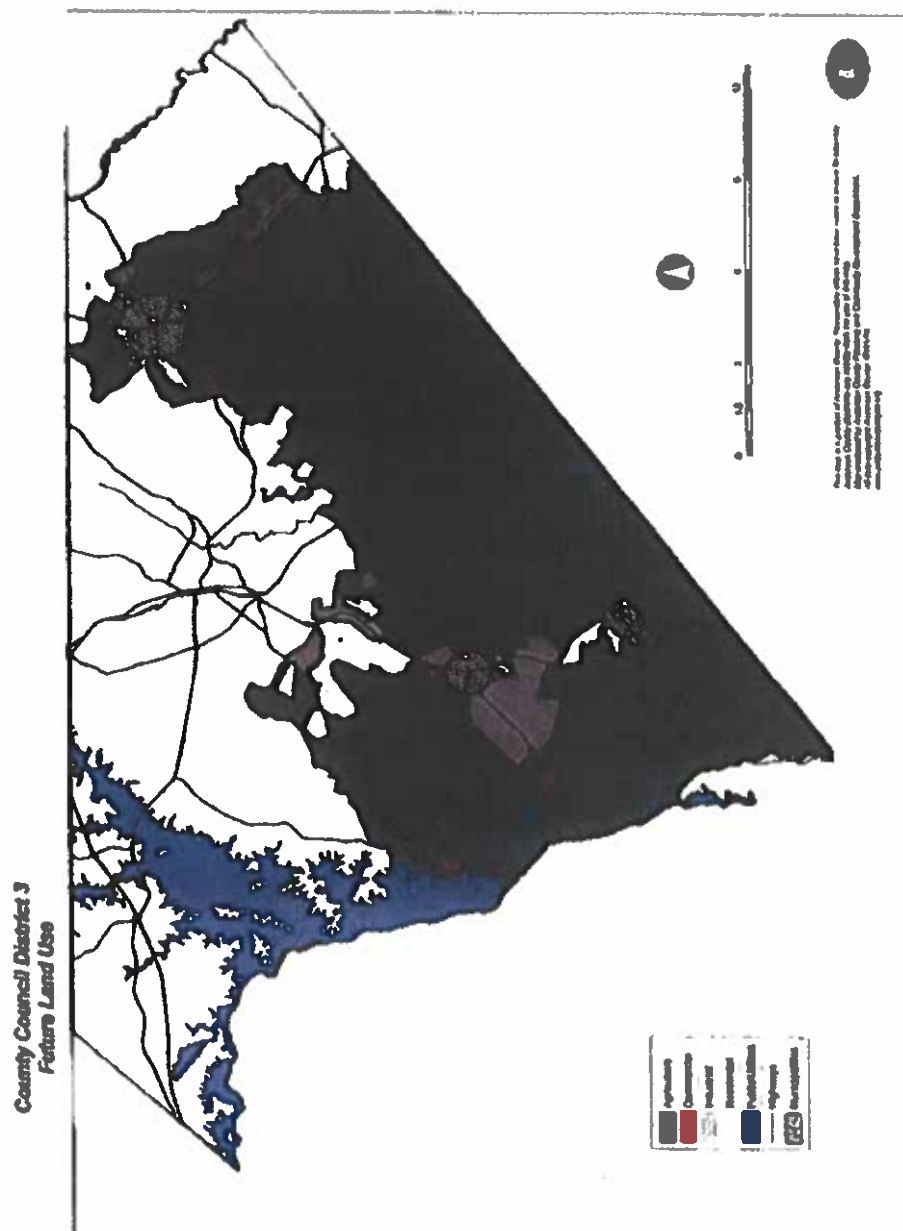


Map 7.4 Current Land Use, Council District 3





Map 7.12 Future Land Use, Council District 3



ORDINANCE NO. 2025-043

AN ORDINANCE TO AMEND THE ANDERSON COUNTY LAND USE ORDINANCE, BY ADDING SECTION 24-151, TO PROVIDE REGULATIONS FOR SOLAR ENERGY FACILITIES IN THE UNINCORPORATED PART OF ANDERSON COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County Council finds it in the public interest to establish regulations for the siting, construction, and operation of solar energy facilities in a manner that promotes economic development while protecting the health, safety, and general welfare of the citizens of Anderson County; and

WHEREAS, Anderson County Council recognizes the importance of renewable energy as part of the County's economic growth and environmental stewardship; and

WHEREAS, Anderson County Council desires to adopt land use standards to ensure that solar energy facilities are developed in a responsible manner consistent with surrounding land uses.

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

1. That the Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding a section, to be numbered 24-151, which section shall read as follows:

Section 24-151. SOLAR ENERGY FACILITIES

(A) Intent.

To facilitate the siting, construction, installation, and operation of solar energy facilities in Anderson County in a manner that promotes economic development and ensures the protection of the health, safety, and general welfare of the citizens while avoiding adverse impacts to adjacent land uses and property owners.

(B) Purpose.

This section is adopted for the following purposes:

- (1) To promote alternative and sustainable energy sources in Anderson County;
- (2) To preserve the dignity and aesthetic quality of the natural and built environment;
- (3) To conserve and ensure access to the County's natural and scenic

resources; and

(4) To preserve the physical integrity of land in close proximity to residential areas.

(C) Definitions.

(1) ABANDONMENT. To give up, discontinue, withdraw from. Any solar energy facility that ceases to produce energy on a continuous basis for 12 months will be considered abandoned.

(2) DECOMMISSIONING PLAN. A document that details the planned shut down or removal of a solar energy facility from operation or usage.

(3) SOLAR ENERGY FACILITY. An energy generating facility or area principally used to convert solar energy to electricity, which includes, but is not limited to, the use of one or more solar energy systems. This definition shall exclude those facilities that are installed on the roof of a building, where the primary purpose of such building is not for the commercial production of solar energy.

(D) SITE PLAN. Site plans shall be prepared by a licensed land surveyor, landscape architect, or engineer in the State of South Carolina, in accordance with Section 24-139. Plans must be sealed by the licensed professional.

(E) SETBACKS.

- (1) 50 feet from all property lines and public rights of way;
- (2) 200 feet from the nearest residence, church, or school;
- (3) 500 feet from all public rights-of-way along a designated South Carolina Scenic Byway.

Setback distances are to the fence and are inclusive of the vegetation buffer.

(F) HEIGHT.

The maximum height of all equipment shall not exceed 15 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 utility grid.

(G) SCREENING.

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:

- (1) a vegetative buffer shall be installed adjacent to the solar energy system farm;
- (2) 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 over a six year growing season and less than twenty feet in height at maturity or two feet higher than the highest panel, whichever is greater; and
- (3) the vegetation shall include low-lying vegetation to fill gaps between taller vegetation.

(H) GLARE STANDARDS.

- (1) The design and construction of solar energy facilities shall not produce light emissions, either direct or indirect (reflective), that would interfere with pilot vision and/or traffic control operations of airports located within five nautical miles of the proposed solar energy facility.
- (2) Solar energy facilities equipment is to be designed and located in a way to avoid directing glare or reflection onto adjacent properties and roadways, and shall not interfere with vehicle traffic or create a safety hazard.

(I) LIGHTING. 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.

(J) FENCING. Fencing shall be at least six feet in height to secure the perimeter. The fence shall be secure at all times.

(K) SIGNAGE. 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.

(L) AVIATION NOTIFICATION.

- (1) For consideration of potential impacts to civilian flight paths for airport operations located within five nautical miles from an airport listed in the National Plan of Integrated Airport Systems, notification of intent to construct a solar energy facility shall be sent to the airport manager or designated official and the appropriate Federal Aviation Administration's (FAA) Airport District Office (ADO). Notification shall include location of solar energy facility (i.e. map, latitude and longitude coordinates, address or parcel ID), technology (i.e. roof-mounted solar photovoltaic, ground-mounted fixed PV, tracked PV, solar thermal etc.) and the area of system (e.g. ten acres). Proof of delivery of notification and date of delivery shall be submitted with permit application. The airport must be given 30 days for

review.

(2) In addition to providing notification of intent to construct a solar energy facility, the proponent of the solar energy facility shall use the latest version of the Solar Glare Hazard Analysis Tool (SGHAT), per its user's manual, to evaluate the solar glare aviation hazard on airports meeting the criteria described above. The full report for each flight path and observation point, as well as the contact information for the Zoning Administrator, shall be sent to the authorities described above at least 30 days prior to site plan approval. Proof of delivery of notification and date of delivery shall be submitted with permit application.

(3) Any applicable solar energy facility design changes (e.g. module tilt, module reflectivity, etc.) after initial submittal must be rerun in the SGHAT tool and the new full report must be sent without undue delay to the contact specified above for accurate records of the as-built system.

(4) Must comply with all FAA Rules and Regulations.

(M) DECOMMISSIONING.

The performance guarantee and decommissioning plan requirements below ensure costs associated with the restoration or stabilization of a site for future use after a solar energy facility use has been discontinued.

(1) Performance guarantee.

(a) Prior to issuance of a building permit, the applicant must provide the county with a performance guarantee in the form of a bond, irrevocable letter of credit and agreement, or other financial security acceptable to the county in the amount of 125% of the estimated decommission cost. Estimates shall be determined by an engineer licensed to practice in South Carolina.

(b) All performance bonds must renew automatically; provide a minimum 90-day notice to the county prior to cancellation; be approved by the Planning Director or his/her designee; and be provided by a company on the U.S. Department of Treasury's Listing of Certified Companies.

(c) The county will request a new engineer's estimate of probable cost of decommissioning every five years from the initial submission. The bond, letter of credit, or other financial security acceptable to the county shall be adjusted upward or downward, as necessary. The engineer must stamp estimate and the fee for the estimate is the responsibility of the landowner and/or operator.

(2) Decommissioning plan. A decommissioning plan addressing the following items and signed by both the party responsible for decommissioning and the landowner (if different) shall be recorded in the Anderson County Register of Deeds prior to the issuance of a building permit. The decommissioning plan shall be reviewed by staff for compliance with the requirements below prior to any party signatures and recordation of

the document.

- (a) List the type of panels, storage facilities, and materials to be installed at the site.
- (b) Restoration plan to properly restore or stabilize the property for future use, as determined by the Zoning Administrator.
- (c) Removal of solar panels, buildings, cabling, electrical components, roads, and any other associated facilities.
- (d) Defined conditions upon which decommissioning will be initiated (i.e. end of land lease, no power production for 12 months, abandonment, etc.).
- (e) The timeframe for completion of decommissioning activities. The maximum time permitted for decommissioning and restoring the site shall be six months.
- (f) Description of any agreement (e.g. lease) with landowner regarding decommissioning and acknowledgment by the land owner, that he or she shall be held ultimately responsible for decommissioning.
- (g) The identification of the party currently responsible for decommissioning.
- (h) Estimated cost of site restoration prepared by an engineer licensed to practice in South Carolina.
- (i) Plans for periodically updating the decommissioning plan.

(N) ABANDONMENT.

- (1) Should a solar energy facility cease to produce energy on a continuous basis for 12 months, it will be considered abandoned unless the current responsible party provides substantial evidence (updated every three months after 12 months of no energy production) to the Planning Director or his/her designee of the intent to maintain and reinstate the operation of that facility.
- (2) Upon determination of abandonment, the Planning Director or his/her designee shall notify the responsible party that they must remove the solar energy facility and properly restore or stabilize the property for future use within six months of the notice.
- (3) If the responsible party fails to comply after six months from the date of notice, the county may pursue all actions available at law or in equity, including, but not limited to; breach of contract, specific performance, mandatory injunctions, fines, abatement, nuisance, liens, assessments and judicial sale of the property.

(O) REVIEW, PUBLIC HEARING. Plan review and public hearing shall be in accordance with Section 24-140.

(P) ENFORCEMENT.

Any person found to be in violation of any provision of this section shall be subject to the penalties enumerated in § Section 1-7 of the Anderson County Code.

2. 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.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
4. This Ordinance shall take effect 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.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

ORDINANCE NO. 2025-055

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS PROJECT VISIONARY 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; THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT VISIONARY WITH RESPECT TO CERTAIN PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE PROVIDED 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 (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 (***“Fee Payments”***); (iii) under the Multi-County Park 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 Multi-County Park Act, the County has created previously a multi-county park with Greenville County, South Carolina (the ***“Park”***); 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, the County is authorized by Section 4-1-175 of the Multi-County Park Act to provide special source credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended (***“Infrastructure”***); and

WHEREAS, [Project Visionary], a _____ formerly known to the County as Project Visionary (the ***“Company”***) does intend to acquire, construct, and install land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion to its manufacturing facility in the County (collectively, the ***“Project”***); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$10,507,422 in the County and the expected creation of approximately 69 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

WHEREAS, 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 personal property at the Project, and further provide for certain special source credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act, and (b) enter into a Special Source Credit Agreement with the Company (the “*Credit Agreement*”), whereby the County would provide therein for special source credits with respect to the real property at 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 both the Fee Agreement and the Credit 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 and the Credit 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 and the Credit Agreement were set out in this Ordinance in their entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement and

Credit 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 and Credit 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 and Credit Agreement are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of the 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 and Credit Agreement now before this meeting.

Section 3. The County Council agrees to use its best efforts to ensure that the Project is incorporated into and remains in the Park for no less than the terms of the Fee Agreement and Credit Agreement and hereby authorizes and directs the County Council Chairman to execute an amendment to the Park Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman's execution of the Park Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Park Agreement to the Company. Revenues generated for the Park from the Project through Fee Payments to be retained by the County ("Net Park Fees") under the Park Agreement shall be distributed within Anderson County in accordance with this subsection, as follows:

- (1) 15% of Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby;
- (2) 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of Anderson County; and
- (3) All remaining Net Park Fees shall be disbursed to each of the taxing entities in Anderson County which levy an ad valorem property tax in any of the areas comprising the Anderson County portion of the Park in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 4. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and Credit Agreement and the performance of all obligations of the County thereunder.

Section 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

[Signatures on following page.]

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

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

Clerk to County Council

County Administrator

Approved as to Form:

County Attorney

First Reading: November 4, 2025
Second Reading: November 18, 2025
Third Reading: December 2, 2025
Public Hearing: December 2, 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 November 4, 2025, November 18, 2025, and December 2, 2025, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2025

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT VISIONARY]

Dated as of _____, 2025

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SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

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

Company Name:	TBD	Project Name:	Project Visionary
Projected Investment:	\$10,507,422	Projected Jobs:	69 jobs
Location (street):		Tax Map No.:	
1. FILOT			
Required Investment:	\$9,000,000		
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	473.7 mills	Net Present Value (if yes, discount rate):	
Clawback information:	If Contract Minimum Investment Requirement and Job Creation Requirement are not met by the end of the Investment Period, the FILOT is terminated and the Company must repay the difference between FILOT Payments and <i>ad valorem</i> taxes.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson-Greenville MCIP dated December 1, 2010		
3. SSRC			
Total Amount:	60% SSRCs for Years 1-5; 40% SSRCs for Years 6-10		
No. of Years	10 years		
Yearly Increments:	60% SSRCs for Years 1-5; 40% SSRCs for Years 6-10		
Clawback information:	If Contract Minimum Investment Requirement and Job Creation Requirement are not met by the 4 th year after Special Source Credits are applied, Special Source Credits shall reduce to 40%.		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

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

RECITALS

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

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

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an expansion of the Company’s facilities in the County for the manufacture of _____ and related products.

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

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

6. By enactment of an Ordinance on _____, 2025 (the “*Ordinance*”), the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in

lieu of taxes and the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein. The Ordinance further authorized the County to enter into a Special Source Credit Agreement with the Company that provides for the provision of additional Special Source Revenue Credits regarding the real property at the Project (the “*Credit Agreement*”). The County and the Company agree that the minimum investment requirement for the Project is Nine Million Dollars (\$9,000,000.00), which amount constitutes the Contract Minimum Investment Requirement under this Fee Agreement and the investment requirement under the Credit Agreement. Accordingly, any qualifying investment made by the Company in connection with the Project shall be applied toward satisfaction of the investment requirements under both agreements, such that an aggregate investment of Nine Million Dollars (\$9,000,000.00) shall fully satisfy the Company’s investment obligations under each.

7. The County and the Company further agree that the minimum job creation requirement for the Project is 69 new, full-time jobs (over and above the Baseline Jobs), which amount constitutes the Job Creation Requirement under this Agreement and the job creation requirement under the Fee Agreement, and accordingly, any qualifying jobs created by the Company in connection with the Project shall be applied toward satisfaction of the job creation requirements under both agreements, such that an aggregate creation of 69 jobs shall fully satisfy the Company’s job creation obligations under each.

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. The Administration Expenses for the review and finalization of this Fee Agreement and all related documents (other than the Credit Agreement) shall be \$4,500.

“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 _____, 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 \$9,000,000.00 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.

“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.

“Job Creation Requirement” shall mean, with respect to the Project, the creation by the Company and any Sponsor Affiliates of at least 69 new, full-time jobs (over and above the Baseline Jobs) within the Standard Investment Period.

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

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

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

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

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

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

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

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

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

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

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

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 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 473.7 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 acknowledges that the Park Agreement will expire pursuant to its terms on December 1, 2040 (the “Original Termination Date”). In the event of any early termination of the Park Agreement or the termination of the Park Agreement on the Original Termination Date, the County agrees to use its best reasonable efforts to cause the Project, at the Company’s expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Special Source Credit shall be payable under this Fee Agreement.

(f) Revenues generated for the Park from the Project through Fee Payments to be retained by the County (“Net Park Fees”) under the Park Agreement shall be distributed within Anderson County as follows:

(1) 15% of Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby;

(2) 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of Anderson County; and

(3) All remaining Net Park Fees shall be disbursed to each of the taxing entities in Anderson County which levy an ad valorem property tax in any of the areas comprising the Anderson County portion of the Park in the same percentage as is equal to that taxing entity’s percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 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 manufacturing and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately 69 new, full-time jobs (with benefits) over and above the fifty (50) existing full-time jobs (the “**Baseline Jobs**”) within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2025.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

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

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

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

Step 3: Use a millage rate of 473.7 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 five (5) consecutive years in an amount equal to sixty percent (60%) and subsequent to those five years, an additional five (5) consecutive years in an amount equal to forty percent (40%) 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) for a period of ten (10) years in total ("Credit Term"), 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. Under no circumstances, may the Company receive Special Source Credits on the same property under both this Fee Agreement and the Credit Agreement.

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

(d) Should the Contract Minimum Investment Requirement or the Job Creation Requirement not be met by the end of the fourth (4th) anniversary of the Commencement Date, then the Special Source Credits available to the Company shall be reduced to forty percent (40%) of that portion of FILOT Payments payable by the Company with respect to the Project for the remainder of the Credit Term.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Fee Agreement (and not replaced with qualifying replacement property),

the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirement

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

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

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

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

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

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

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or

a debt or general obligation of the County [(it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT Payments received from or payable by the Company or any Sponsor Affiliates)]; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection

with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

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

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

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

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

Section 5.10 Administration Expenses

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

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:

Attn: _____

With a copy to:

If to the County:

Anderson County, South Carolina
Attn: County Administrator
PO Box 8002
Anderson, South Carolina 29622

With a copy to:

Anderson County, South Carolina
Attn: County Attorney
PO Box 8002
Anderson, South Carolina 29622

Section 7.02 Binding Effect

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

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument. Signatures delivered by electronic means (including, without limitation, via PDF, DocuSign, or other electronic signature platforms) shall be deemed to have the same legal effect as original signatures.

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

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

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

ATTEST:

Clerk to County Council of
Anderson County, South Carolina

County Administrator

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

By: _____

Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 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 Revenue Credits previously received by the Company and any Sponsor Affiliates is \$_____.

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

(3) 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: _____

SPECIAL SOURCE CREDIT AGREEMENT

among

ANDERSON COUNTY, SOUTH CAROLINA,

and

PROJECT VISIONARY

a _____

Dated as of _____, 2025

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of _____, 2025 (the “Agreement”), 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 Visionary], a _____ organized and existing under the laws of the State of _____ (the “*Company*”).

WITNESSETH:

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

WHEREAS, the Company desires to provide for the acquisition and construction of the Project (as defined below) on the land in the County described in Exhibit A hereto (the “*Land*”); and

WHEREAS, the Company has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion of the Company’s facilities in the County (the “*Project*”), which will result in an expected aggregate investment of at least \$10,507,422 and the expected creation of approximately 69 new, full-time, jobs (with benefits) over and above the fifty (50) existing full-time jobs (the “*Baseline Jobs*”), all by December 31 of the fifth (5th) year after the year in which any portion of the Project is first placed in service (the “*Investment Period*”); and

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

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes, or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 12, Chapter 44 thereof (the “*FILOT Act*”), that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the Company’s investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on _____, 2025 (the “**Ordinance**”), following conducting a public hearing on _____, 2025; and

WHEREAS, the County and the Company agree that the Special Source Revenue Credits that shall be provided for the Project under this Agreement shall only apply to the real property at the Project, including the Land, buildings, and any future improvements thereto (the “**Credit Property**”) and not to the personal property at the Project; and

WHEREAS, the Ordinance further authorized the County to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Company which classifies the personal property at the Project as economic development property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of special source revenue credits for the personal property at the Project (the “**Fee Agreement**”); and

WHEREAS, the County and the Company agree that the minimum investment requirement for the Project is Nine Million Dollars (\$9,000,000.00), which amount constitutes the Contract Minimum Investment Requirement under this Agreement and the investment requirement under the Fee Agreement, and accordingly, any qualifying investment made by the Company in connection with the Project shall be applied toward satisfaction of the investment requirements under both agreements, such that an aggregate investment of Nine Million Dollars (\$9,000,000.00) shall fully satisfy the Company’s investment obligations under each; and

WHEREAS, the County and the Company further agree that the minimum jobs requirement for the Project is 69 new, full-time jobs (over and above the Baseline Jobs), which amount constitutes the Job Creation Requirement under this Agreement and the job creation requirement under the Fee Agreement, and accordingly, any qualifying jobs created by the Company in connection with the Project shall be applied toward satisfaction of the job creation requirements under both agreements, such that an aggregate creation of 69 jobs shall fully satisfy the Company’s job creation obligations under each.

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

ARTICLE I

DEFINITIONS

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

“**Agreement**” shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

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

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

“**Contract Minimum Investment Requirement**” shall mean the investment by the Company of at least \$9,000,000 in the Project.

“Cost of the Infrastructure” shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

“County” shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

“Effective Assessment Ratio” shall mean, for *ad valorem* property tax purposes, the ratio determined by dividing the assessed value of property by such property’s fair market value (before application of any property tax exemptions to such fair market value), prior to application of any Special Source Revenue Credits. The County and the Company acknowledge that the expected Effective Assessment Ratio for the Credit Property is six percent (6.0%), but that due to the administration of the Property Value Exemption under current law (or its future repeal, expiration, or replacement), the Effective Assessment Ratio for the Credit Property may rise above six percent (6.0%).

“Fee Payments” shall mean the payments in lieu of taxes made by the Company with respect to the Project by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision; provided, for purposes of this Agreement only, that such Fee Payments shall be payable and calculated solely with respect to the Credit Property.

“FILOT Act” shall mean Title 12, Section 44, of the Code.

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

“Infrastructure Credit Act” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

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

“Job Creation Requirement” shall mean, with respect to the Project, the creation by the Company and any Sponsor Affiliates of at least 69 new, full-time jobs (over and above the Baseline Jobs) within the Standard Investment Period.

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

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

“Ordinance” shall mean the ordinance enacted by the County Council on _____, 2025, authorizing the execution and delivery of this Agreement.

“Park 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 Infrastructure Credit Act to the Company hereunder.

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

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

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

“Property Value Exemption” shall mean that certain property tax exemption for manufacturing property provided under Section 12-37-220(B)(52) of the Code of Laws of South Carolina 1976, as amended, which provides an exemption of forty-two and eight thousand five hundred and seventy one ten-thousandths percent (42.8571%) of the otherwise applicable fair market value of such property.

“Special Source Credits” shall mean the credits to the Fee Payments in respect of the Company’s investment in Cost of the Infrastructure set forth in Section 3.02 hereof provided, for purposes of this Agreement only, that such Special Source Credits shall be provided solely with respect to the Credit Property.

“Target Assessment Ratio” shall mean the Effective Assessment Ratio after application of the Primary Credits under this Agreement. The County and the Company acknowledge that the purpose of the Primary Credits under this Agreement is to ensure the Target Assessment Ratio for the Credit Property remains six percent (6.0%) for the Primary Credits Term regardless of the administration of the Property Value Exemption under current law or its repeal, expiration, or replacement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Special Source Credits to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a _____ duly organized, validly existing, and in good standing under the laws of the State of _____ and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

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

(d) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which either Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(e) The Company agrees to reimburse the County for all reasonable expenses, including attorney's fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions. Notwithstanding any provision of this Agreement to the contrary, the Company and the County agree that the attorney's fees attributable to the preparation of this Agreement shall be \$4,000.

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

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County acknowledges that the Park Agreement will expire pursuant to its terms on December 1, 2040 (the "Original Termination Date"). In the event of any early termination of the Park Agreement or the termination of the Park Agreement on the Original Termination Date, the County agrees to use its best reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Special Source Credit shall be payable under this Agreement.

(c) Revenues generated for the Park from the Project through Fee Payments to be retained by the County ("Net Park Fees") under the Park Agreement shall be distributed within Anderson County as follows:

(1) 15% of Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby;

(2) 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of Anderson County; and

(3) All remaining Net Park Fees shall be disbursed to each of the taxing entities in Anderson County which levy an ad valorem property tax in any of the areas comprising the Anderson County portion of the Park in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

(d) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or

actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

SPECIAL SOURCE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Special Source Credits.

(a) In order to reimburse the Company for a portion of the Costs of the Infrastructure with respect to the Project, the County shall provide to the Company certain Special Source Credits with respect to the Credit Property under this Agreement, which shall consist of Primary Credits and Secondary Credits (as defined below), both to commence with the annual Fee Payment to be first payable on or before the January 15 immediately following the year in which any portion of the Project is first placed in service. For the avoidance of doubt, the Company and the County intend the Special Source Credits granted pursuant to this Section 3.02 to apply only to the Credit Property at the Project. Under no circumstances, may the Company receive Special Source Credits for the same property pursuant to both this Agreement and the Fee Agreement.

(b) The County and the Company acknowledge that the Company intends to claim, for the Credit Property, the Property Value Exemption. The County and the Company further acknowledge the desired result of the Property Value Exemption upon the Credit Property is an Effective Assessment Ratio of six percent (6.0%). To ensure this desired result, in the event the Property Value Exemption (i) results in an Effective Assessment Ratio higher than six percent (6.0%) or (ii) is repealed, expires, is replaced, or is otherwise modified, the County shall provide to the Company Special Source Credits for a period of thirty (30) consecutive years (the "Primary Credits Term") in an amount up to forty two and one half percent (42.5%) of the otherwise due Fee Payments (the "Primary Credits"). The Primary Credits shall be calculated and applied against the Fee Payments for the Credit Property due under the Park Agreement and shall result in adjusted payments (the "Primary Payments"). The County shall adjust the Primary Credits as necessary to maintain the Target Assessment Ratio of six percent (6.0%) and make other such adjustments as may be required to give effect to this provision for the entire Primary Credits Term. The County and the Company acknowledge that in any year for which the Effective Assessment Ratio is equal to the Target Ratio of 6%, the value of the Primary Credits will be zero dollars (\$0).

(c) The County shall additionally provide to the Company Special Source Credits for a period of five (5) consecutive years in an amount equal to sixty percent (60%) of the Primary Payments, and for the subsequent five (5) consecutive years in an amount equal to forty percent (40%) of the Primary Payments, payable by the Company with respect to the Credit Property at the Project (that is, with respect to investment made by the Company in the Project during the Investment Period) for a period of ten (10) years in total (the "Secondary Credits"). The Secondary Credits shall be calculated and applied to the Primary Payments.

(d) 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. The Company hereby waives the right, if any, to receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken. The Company agrees that notwithstanding such waiver, if it receives any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken, the amount of the Special Source Credit that the Company is otherwise eligible to receive shall be reduced by the amount of the abatement *ad valorem* taxes for the portion of the investment in the Project for which a Special Source Credit is taken.

(e) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended by them collectively with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of this Section 3.02 through the delivery of a certification in substantially the form attached hereto as Exhibit B.

(f) Should the Contract Minimum Investment Requirement or the Job Creation Requirement not be met by the end of the fourth (4th) year following the first year in which any portion of the Project is first placed in service, then the Special Source Credits available to the Company shall be reduced to forty percent (40%) of that portion of Fee Payments payable by the Company with respect to the Project.

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

(h) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. Subject to the provisions of Section 7.01 hereof, the County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Special Source Credits to the Company, or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Special Source Credits under the Infrastructure Credit Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Special Source Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, shall be in default under this Agreement (an "Event of Default").

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

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be

construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Special Source Credits provided for herein have been credited to the Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement, the Special Source Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Special Source Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

- | | |
|--|--|
| (a) if to the County: | Anderson County, South Carolina
Attn: County Administrator
PO Box 8002
Anderson, South Carolina 29622 |
| with a copy to:
(which shall not
constitute notice
to the County) | Anderson County, South Carolina
Attn: County Attorney
PO Box 8002
Anderson, South Carolina 29622 |

(b) if to the Company:

Attn: _____

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

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument. Signatures delivered by electronic means (including, without limitation, via PDF, DocuSign, or other electronic signature platforms) shall be deemed to have the same legal effect as original signatures.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

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

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of Anderson County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and _____ and _____ have caused this Agreement to be executed by their respective authorized officers, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

ATTEST:

Clerk to County Council of
Anderson County, South Carolina

By: _____
County Administrator

[Signature page 1 to Special Source Credit Agreement]

By: _____

Name: _____

Title: _____

[Signature page 2 to Special Source Credit Agreement]

By: _____

Name: _____

Title: _____

[Signature page 3 to Special Source Credit Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

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

As of December 31, 20__, the total amount of Special Source Credits received by the Company is \$_____.

As of December 31, 20__, the total amount of investment in Costs of Infrastructure by the Company is not less than \$_____.

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

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

By: _____
Name: _____
Its: _____

ORDINANCE NO. 2025-056

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OWNED BY [PROJECT VISIONARY]; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to Section 3(A) of the Agreement, the boundaries of the park created as a result of the Agreement (“Park”) may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County;

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 parcels in Anderson County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit A to the Agreement is 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, at and after adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include the property and Exhibit A as so revised, without further action by either county.

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator
Anderson County Council

Tommy Dunn, Chairman

Renee D. Watts
Clerk to Council

First Reading: November 4, 2025
Second Reading: November 18, 2025
Third Reading: December 2, 2025
Public Hearing: December 2, 2025

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

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

Property Description

[To be added]

SOUTH CAROLINA

)

)

ANDERSON COUNTY

)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, _____, and _____, 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.

Dated: _____, 2025

Clerk, Anderson County Council

ORDINANCE NO. 2025-057

AN ORDINANCE TO AMEND THE ANDERSON COUNTY LAND DEVELOPMENT STANDARDS TO INCORPORATE PROVISIONS FOR MINIMIZING MASS GRADING, PRESERVING NATURAL TOPOGRAPHY, REQUIRING TREE PRESERVATION, AND ESTABLISHING DEVELOPMENT INCENTIVES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County is experiencing significant growth, and it is in the public interest to ensure this development protects the environment, minimizes soil erosion, manages stormwater runoff, preserves natural topography, and protects mature trees; and

WHEREAS, mass grading practices and indiscriminate tree removal degrade the natural environment and local aesthetics, and the County wishes to incentivize sustainable land development practices that mitigate these impacts.

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

1. The Code of Ordinances, Anderson County, South Carolina is hereby amended by adding an article, to be numbered Article VII of Chapter 24 which article reads as follows:

Article VII- MINIMAL SITE DISTURBANCE AND TREE PRESERVATION

Division 1. Generally

Sec. 24-1201.-Purpose

The purpose is to establish standards that encourage site-sensitive design, minimize land disturbance, protect natural features, reduce reliance on mass grading techniques, mandate the preservation of significant trees, and provide clear incentives for developers who exceed these standards.

Sec. 24-1202.- Definitions.

For the purpose of this ordinance, the following terms shall have the meaning ascribed to them:

Mass Grading: The practice of clearing and grading an entire development site or a substantial portion thereof (e.g., more than twice a building's footprint on a given lot) to create a uniform, flat, or artificially sloped building area, rather than adapting the development to the existing natural contours.

Site Fingerprinting: A construction technique that restricts land disturbance (clearing, grubbing, grading) to the minimal area required for the building

footprint, essential infrastructure (access drives, utilities), and required yard areas, while preserving the maximum amount of native vegetation and topsoil.

Specimen Tree: Any healthy tree of a notable size (e.g., 24 inches Diameter at Breast Height - DBH) or of particular historical, ecological, or aesthetic value as defined by the County Arborist or Planning Director.

Superior Environmental Design (SED) Project: A project that meets specific criteria established in Section 5.4 for advanced land preservation and is eligible for county incentives.

Tree Preservation Plan (TPP): A formal plan prepared by a certified arborist, landscape architect, or other qualified professional detailing which trees will be preserved, how they will be protected during construction (e.g., fencing), and mitigation strategies for unavoidable removal.

Undisturbed Buffer: A designated area where no land alteration, including clearing, grading, or placement of fill, is permitted.

Division 2. General Grading Standards and Prohibitions

All land-disturbing activities shall adhere to the following standards:

Sec. 24-1210.- Conformity to Natural Grade: Development plans must demonstrate a genuine effort to minimize disruption to the natural topography. Building sites, roads, and infrastructure should conform to existing terrain as much as possible to avoid extensive cut and fill operations.

Sec. 24-1211.- Prohibition of Mass Grading for Residential Lots: Mass grading for individual single-family residential lots is hereby prohibited. All development plans for residential subdivisions shall include a note on the plans stating the site will not be mass-graded.

Sec. 24-1212.- Maximum Cut and Fill Limits:

Any proposed cut or fill slope exceeding five (5) feet in vertical depth or height, or a volume exceeding 1,000 cubic yards total for a project under one acre, shall require special review and a conditional use permit.

Cut and fill slopes shall be no steeper than a ratio of two (2) horizontal to one (1) vertical (2H:1V) unless a geotechnical engineer certifies stability and specialized stabilization is used.

Sec 24-1213.- Topsoil Preservation: Topsoil stripped during construction must be stockpiled on-site in designated, protected areas and reapplied to disturbed areas after finish grading to facilitate revegetation.

Division 3.- Tree Preservation Requirements

Sec. 24-1220.- Intent: It is the intent of this ordinance to prevent clear-cutting of land when possible and preserve mature and specimen trees.

Sec. 24-1221.- Tree Preservation Plan (TPP) Requirement: A TPP shall be submitted with preliminary plats for all major subdivisions and commercial developments on lots one acre or greater. The TPP must be approved by the Planning Department before any land disturbance (clearing, grading, grubbing) can commence.

Sec. 24-1222.- Designated Preservation Areas: The TPP shall clearly delineate "Tree Preservation Areas." Protective fencing shall be erected at the dripline of all trees within these areas prior to construction activity, and no grading, storage of materials, or vehicular traffic shall occur within these protected zones.

Sec. 24-1223.- Removal of Specimen Trees: The removal of specimen trees shall be strictly limited and only permitted when demonstrably unavoidable due to health/safety hazards or approved building footprints. Mitigation (replacement plantings) may be required for unavoidable removal as determined by the Planning Director.

Division 4: Plan Submission Requirements and Development Incentives

Sec. 24-1230.- Scope- All development plans must meet the requirements of this section. Projects that significantly exceed the minimum requirements for preserving natural land features are eligible for the incentives outlined in subsection 5.4.

Sec. 24-1231.- Phased Grading Plans: For all developments disturbing more than one acre, a phased grading and construction plan shall be submitted. Each phase must be clearly delineated, stabilized, and approved before the next phase begins.

Sec. 24-1232.- Disturbance Area Calculation: The plan shall clearly indicate the proposed limits of disturbance using "site fingerprinting" techniques. The total disturbed area for each lot shall be identified and limited.

Sec. 24-1233.- Grading Setbacks and Buffers: A minimum ten-foot (10') undisturbed natural buffer shall be maintained from all side and rear property lines, and from all natural drainage features (streams, wetlands, etc.), except for approved utility crossings or access points. These buffers shall be designated as Tree Preservation Areas if they contain significant vegetation.

24-1234.- Incentives for Superior Environmental Design (SED):

(a) Eligibility: A project is eligible for SED incentives if the developer formally commits to and receives approval for:

Preserving at least forty percent (40%) of the site's buildable area as permanent, undisturbed open space/natural buffer (excluding standard required setbacks).

Preserving all specimen trees and a majority of mature trees on the site.

Using on-site Low Impact Development (LID) techniques to manage at least the first inch of stormwater runoff naturally, rather than solely through engineered ponds.

(b) Expedited Review Process: Eligible SED projects shall be placed on an expedited review track by all county departments (Planning, Engineering, Stormwater, etc.). The County commits to reducing the average permit review time for these projects by at least twenty-five percent (25%).

(c) Density Bonus (Residential): Eligible residential SED projects may apply for a density bonus, allowing an increase in the maximum number of dwelling units permitted per acre by up to ten percent (10%), provided that adequate infrastructure capacity exists and the bonus area is used to cluster units, maximizing open space preservation.

(d) Flexible Design Standards: For eligible SED projects, the County may allow modifications to standard development regulations, such as reduced building setbacks (by up to 5 feet) or reduced road width standards (if certified by the County Engineer for safety), provided these modifications further the goal of minimizing overall site disturbance.

Division 5: Enforcement and Penalties

Violations of this ordinance, including failure to adhere to approved TPPs or grading plans, are subject to penalties outlined in the Anderson County Code of Ordinances, including civil penalties, fines for unpermitted tree removal, and orders to stop work. Failure to maintain the standards required for an awarded incentive may result in revocation of permits and required modifications to meet standard ordinance requirements.

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

3. Should any part or provision of this Ordinance be deemed unconstitutional or

unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

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

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

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

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

ORDINANCE NO. 2025-031

AN ORDINANCE TO AMEND SECTION 24-1074 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO PROHIBIT THE ACCEPTANCE OF ROADS IN RESIDENTIAL SUBDIVISIONS AS COUNTY ROADS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has the authority to create ordinances under South Carolina Code section 4-9-25; and

WHEREAS, Anderson County Council desires to amend the Anderson County Code of Ordinances; and

WHEREAS, Anderson County Council wishes to cease the practice of accepting subdivision neighborhood roads as county roads.

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

1. That section 24-1074 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

See attachment A.

2. 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.

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

4. This Ordinance shall take effect 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.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

DIVISION 5. - ADMINISTRATION

Sec. 24-1074. - County roads.

- (a) Improvements to a county-maintained road, including placing gravel on a dirt road or paving a road, shall not be made unless county council has approved the improvement of the road.
- (b) A new or existing private road may be designated a county road, be incorporated into the county road system, and included on the master list of all county roads only in the following ~~four~~ **three** circumstances:

(1) Any residential, commercial or industrial road constructed by the county.

~~(2) Any private residential, commercial or industrial road constructed in conformance with the road standards and subdivision regulations codified in this chapter receiving approval by the county engineer, and a decision by county council to accept the road into the county road system. The application for county acceptance of any road shall be accompanied by a certificate of compliance with the road standards contained in this article, and signed and certified by the professional engineer of record. Any and all costs associated with obtaining the compliance certificate shall be the responsibility of the applicant or subdivider.~~

(2) ~~(3)~~ Any private road having continuous unrestricted use by the general public, as evidenced by maps, aerial photographs, deeds of record, or affidavits, and deemed a public road by the circuit court.

(3) ~~(4)~~ Through the creation of a special tax district, a legislatively created administrative division of the county whereby resident freeholders fund, through the collection of uniform fees included on the annual property tax bill, upgrades to existing private roads in order for such roads to meet the standards of and for the purpose of acceptance into the county road system.

- (c) If requested by more than 25 percent of the local residents desiring such upgrades, the county will provide an estimate of the costs necessary to update the private road in order to meet the standards of and for the purpose of acceptance into the county road system.
- (d) The county will then prepare a petition containing a designation of the boundaries of the proposed special tax district, a description of the nature of the services to be rendered, and the maximum level of taxes or user service charges, or both, authorized to be levied and collected. Seventy-five percent or more of the resident freeholders who own at least 75 percent of the assessed valuation of real property in the proposed special tax district must sign the petition.

- (e) S.C. Code 1976, § 5-3-240, as amended, defines freeholder as: any person 18 years of age, or older, and any firm or corporation, who or which owns legal title to a present possessory interest in real estate equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests) and who owns, at the date of the petition or of the referendum, at least an undivided one-tenth interest in a single tract and whose name appears on the county tax records as an owner of real estate.
- (f) The county assessor shall then certify that the petition contains the requisite number of signatures necessary for the creation of the special tax district. Upon certification, the county will prepare and adopt an ordinance creating the special tax district.
- (g) The cost of the services required for the special tax district shall be paid from the collection of a uniform user service charge, without interest, upon all parcels of real property within the district for a period not to exceed ten years. The user service charge will be included on the annual property tax bill and will be collected in the same manner as county property taxes. The first-year user service charge will also include all associated legal fees incurred in creating the special tax district. The user service charges are a charge against and run with the parcels of real property included in the special tax district, as set forth herein.
- ~~(h) No final plat of a subdivision shall be approved until the county engineer has received a sworn statement, signed by each owner of the property within the subdivision and duly notarized, stating that the road plan as shown on the plat is submitted with their consent and in accordance with their desires; and the dedication of roads shown on the plat is freely offered to the county. All encumbrances shall be released by instrument suitable for recording in the office of the register of deeds for the county prior to the roadways being accepted into the county system. Deeds or other instruments in suitable form as required by the county attorney shall be submitted for recording prior to the acceptance of any roads into the public domain.~~
- (h) ~~(f)~~ No expenditures of any public funds shall be made on any road or right-of-way which has not been accepted as set forth above.

(Code 2000, § 38-711; Ord. No. 03-007, § 1, 4-15-2003: [Ord. No. 2015-020](#), 8-4-2015)



Proposal for Public Safety Impact Fee Study and Capital Improvement Plan

Anderson County, South Carolina
TischlerBise, Inc.
4701 Sangamore Road S240
Bethesda, MD 20816
(301) 320-6900 x12
carson@tischlerbise.com

October 17, 2026



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Section 1: Project Understanding and Scope of Work

Project Understanding

Anderson County seeks to implement a public safety impact fee structure that complies with the South Carolina Development Fee Act and State/National case law. When preparing the capital improvement plan and recommended impact fee structure, we will work with County staff to ensure assumptions and methodologies are consistent with recommended County policy directives and strategic objectives contained in the recently adopted Comprehensive Plan and other documents. With decades of impact fee experience across the nation, TischlerBise has pioneered best practices by moving away from generic, cookie-cutter fee studies and towards fees that are customized to function as an integral component of the community's strategic plan. TischlerBise will be available to function as a key member of the County's management and leadership team and will remain engaged with the County long after the study's completion at no additional charge for administrative and implementation assistance.

Project Approach and Work Scope

Impact fees are simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, (4) show a reasonable relationship between the facility to be constructed and the type of development, and (5) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating impact fees involves the following two steps:

1. Determine the cost of development-related improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.

Any one of several legitimate methods may be used to calculate impact fees for the County. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable because they all allocate facility costs in proportion to the needs created by development.

In practice, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for capital facilities. The following paragraphs discuss the three basic methods for calculating impact fees and how those methods can be applied.

Plan-Based Fee Calculation - The plan-based method allocates costs for a specified set of future improvements (typically identified by a master plan) to a specified amount of development. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.



Cost Recovery Fee Calculation - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate an impact fee using the cost recovery approach, facility cost is divided by the ultimate number of demand units the facility will serve. An oversized aquatics center is an example.

Incremental Fee Calculation - The incremental expansion method documents the current level of service (LOS) for each type of public facility in both quantitative and qualitative measures based on an existing service standard such as square feet per capita or park acres per capita. The LOS standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, clients do not use the funds for renewal and/or replacement of existing facilities. Rather, the jurisdiction uses the impact fee revenue to expand or provide additional facilities as needed to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments with LOS standards based on current conditions in the community.

Evaluating Alternatives. Designing the optimum impact fee approach and methodology is what sets TischlerBise apart from our competitors. Unlike most consultants, we routinely consider each of the three methodologies—cost recovery, incremental expansion, and the planned approach—for each component within a fee category. The selection of a particular methodology for each component of the impact fee category will be dependent on which is most beneficial for the County. In a number of cases, we will prepare the impact fee using several methodologies and will discuss the various trade-offs with the County. There are likely to be policy and revenue tradeoffs. **We recognize that “one size does not fit all” and create the optimum format that best achieves our clients’ goals.**

Market Perspective. We bring a unique perspective to this requirement. First, projecting future residential and nonresidential development is more difficult now than in the past. This is compounded by shifting trends in the housing market as a result of changing demographics and lifestyle choices. Changes in the retail sector combined with existing surpluses of office space in many communities are also a concern. **TischlerBise’s extensive national experience conducting market analysis and real estate feasibility studies is invaluable in determining the appropriate development projections used in the impact fee calculations.** These projections include both the amount of development and the geographic location. Depending on the methodology employed, overly optimistic development projections can increase the County’s financial exposure if impact fee revenue is less than expected.

GIS Technology. TischlerBise routinely utilizes GIS technology to add value to the evaluation of infrastructure needs and to assess financing alternatives. This includes assessing existing land use and performing GIS-based land suitability analyses that can be used to define service areas, project demands for facilities, and coordinate CIP investment for the County. **TischlerBise used GIS in our engagement with Missoula/Missoula County, Montana, to establish a nexus for fire/EMS impact fees that increased with distance from the County center** based on the ratio of capital cost to development units in three service areas (urban, suburban, and rural). Similar GIS evaluations were used in Glendale, AZ; Manatee County, FL; Greeley, CO; Pitkin County, CO; Vail, CO; and Sandpoint, ID.

Peer Community Survey. Many communities desire to have a comparison of the proposed impact fees to those in comparable, or peer, communities. This type of survey can be relatively straightforward and



obtained from our current work in South Carolina as well as primary research (i.e., online, phone calls, and emails). However, it is important for the consultant compiling the report to understand what is—and is not— included in the fee amounts for a true “apples-to-apples” comparison. For instance, it is important to note what specific components (e.g., intersections) are included in the impact fee calculation. Are there unique elements embedded in an impact fee that makes it relatively high or low compared to other jurisdictions in the region? What are the methodological approaches used and how do those approaches affect the fee? What is the difference between the calculated fees and the adopted fees? For Anderson County we will conduct this evaluation to include methodologies employed, fee amounts, and any unique circumstances that should be identified and communicated to staff and stakeholders throughout the process.

Public Outreach. TischlerBise believes that open communication and meaningful public involvement are the cornerstones of any process involving impact fees and/or infrastructure funding options. Based upon our experience with impact fees and infrastructure funding efforts across the country and in South Carolina, we anticipate that this study may attract controversy. Therefore, it is important to build a coalition of support early in the process to educate and inform the public and other key stakeholders about the purpose of the study, and to explain how it will benefit both key constituents (developers) and the general public. It is critical to develop a communications strategy that will offset and correct any misinformation that might proliferate and to provide clear and compelling logic for public adoption of an updated impact fee program. Every community is different, and public engagement should be tailored to the specific needs and desired outcomes of the client. TischlerBise recommends a multi-faceted approach to public outreach and works with the client and key stakeholder groups to develop a robust outreach strategy that includes a project website and social media campaign. An interactive project website provides the public with an online portal to download draft documents, provide comments, view upcoming meeting dates, and monitor the impact fee study process from afar. Additionally, appropriate social media platforms and press releases may be utilized as an extension of the website, to inform a wide array of users as to the status of the impact fee update.

Work Scope

The following is our suggested scope of work for this assignment.

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with County staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss County staff’s role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information for the County.
- Review and refine work plan and schedule.
- Assess additional information needs and required staff support.
- Identify and collect data and documents relevant to the analysis.
- Identify any relevant policy issues.



Meetings: One (1) on-site visit to meet with County project management team/County staff as appropriate.

Deliverables: Data request memorandum.

TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of the County as they relate to growth and development and determine the likely development future for the County in terms of new population, housing units, employment, and nonresidential building area over the next 10-20 years. Information from the County, as well as TischlerBise's experience preparing market analyses throughout the country will serve as the basis for preparing projections of residential and nonresidential development for consideration by staff and stakeholders. TischlerBise will prepare a plan that includes projections of changes in land uses, densities, intensities, and population for specific service areas. A map of the area(s) to which the land use assumptions apply will also be included in this task.

Meetings: Discussions with the Planning and Development Department will be held as part of Task 1, as well as conference calls as needed. This trip can also be timed to include a meeting with County Council to discuss the fee update process.

Deliverables: TischlerBise will prepare a draft technical memorandum discussing the recommended land use factors and projections. After review and sign-off by the County, a final memorandum will be issued, which will become part of the final Capital Improvement Plan and Impact Fee Report.

TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task, as well as Tasks 4-6, may vary somewhat depending on the methodology applied to a particular impact fee category. The impact fee study for each facility type would be presented in separate chapters in the impact fee report.

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the County may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the County might use impact fees as a revenue stream to pay the principal and interest on bonds, notes, or other obligations issued to finance the cost of system improvements. All of these components will be considered in developing an equitable allocation of costs.

Identify Appropriate Level of Service (LOS) Standards. We will review needs analyses and LOS for each facility type. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff about existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify existing levels of service for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas for each fee category.

Meetings: Two (2) meetings with County staff to discuss capital facility needs and levels-of-service.

Deliverables: Memoranda as appropriate. Results integrated into Draft/Final Capital Improvement Plan and Impact Fee Report.

TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

The purpose of this Task is to determine the methodology most appropriate for each impact fee category. Selection of the particular methodology for each component of the impact fee category will depend on which is most beneficial for the County. In some cases, we will prepare the impact fees for an infrastructure category using several methodologies and will discuss the trade-offs with the County. This allows the use of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new building while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, the County is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the staff and County Council level regarding the trade-offs associated with each allocation method prior to proceeding to the next task.

Meetings: One (1) meeting with County staff and County Council (if desired) to discuss issues related to allocation methodologies.

Deliverables: “Storyboard” presentation on fee categories. See Task 7.

TASK 5: DETERMINE NEED FOR “CREDITS” TO BE APPLIED AGAINST CAPITAL COSTS

There are two types of “credits” that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee study.

Deliverables: Memoranda as appropriate. See Task 7.

TASK 6: CONDUCT FUNDING AND CASH FLOW ANALYSIS

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. This calculation will allow the County to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted. The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also



affect the total credits calculated in the previous task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.

Deliverables: See Task 8.

TASK 7: PREPARE CAPITAL IMPROVEMENT PLAN AND IMPACT FEE REPORT, PUBLIC PRESENTATIONS

TischlerBise will prepare a draft report for the County's review. The report will summarize the need for impact fees (by category) in Anderson County and the relevant methodologies employed in the calculations. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary.
- A detailed description of the methodologies used during the study.
- A detailed description of all LOS standards and cost factors used and accompanying rationale.
- Capital Improvement Plans for each Impact Fee category
- A detailed schedule of all proposed fees listed by land use type and activity.
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis.
- Implementation and administration procedures.
- Required Housing Affordability Analysis

Following the County's review of the draft report, we will make mutually agreed upon changes to the impact fee report and issue a final version.

Potential Impact on Housing Affordability. As part of the Impact Fee Report, TischlerBise will estimate the effect of imposing the proposed impact fees on the affordability of housing in Anderson County. The analysis will examine the current household income and housing expenses that burden an average household in the County. Next, the proposed impact fees will be included in the cost burden analysis to identify the effect the proposed impact fees will have on affordable housing in the County.

Analysis of Peer Community Fee Structures. In this Task, TischlerBise will prepare a comparative analysis of peer communities' impact fee structures. The analysis will assess how the proposed impact fee structure for the County compares to other peer communities, including noting any differences in fee schedules and methodologies as well as identify any fees that the County does not currently collect that others may.

Meetings: Two (2) meetings/presentations to present the draft and final Capital Improvement Plan and Impact Fee Study with the Planning Commission and County Council.

Deliverables: Draft and final reports and presentation materials for meetings.

TASK 8: STAKEHOLDER OUTREACH

TischlerBise recommends the County establish an Advisory Committee to assist in the development and review of land use assumptions, capital improvement plans, and impact fees. The purpose of this committee is to allow interested parties designated by the County to understand the assumptions and raise questions about the technical demographic, cost, revenue, credit, and other data and supporting documentation that is being used in the calculation of impact fees. This will not be a forum to discuss the political and/or

philosophical use of fees. Rather it will be an opportunity for these interested parties to understand the soundness and the reasonableness of the technical impact fee methodology. Based on our experience, we propose two meetings with this group. The first meeting would be an “open house” where members of the Advisory Committee, elected and appointed officials and the general public (if desired) can come to learn about impact fees in general, as well as the process going forward. Meeting 2 would focus on the land use assumptions as well as a presentation of the final Capital Improvement Plan and Impact Fee Report.

Deliverable: Draft and final reports and presentation materials for meetings.

Meetings: Two (2) meetings with Impact Fee Advisory Committee.

Project Timeline

The following table provides our proposed schedule for completion of this assignment.

PROJECT SCHEDULE FOR ANDERSON COUNTY, SOUTH CAROLINA			
Tasks	Anticipated Dates	Meetings*	Meetings/Deliverables
Task 1: Project Initiation/Data Acquisition	Month 1	1	Data Request Memorandum
Task 2: Prepare Land Use Assumptions and Development Projections	Months 1 and 2	1	Technical Memorandum Outlining Recommended Land Use Assumptions
Task 3: Determine Capital Facility Needs and Service Levels	Months 2 through 3	2	Memoranda as Appropriate
Task 4: Evaluate Different Allocation Methodologies	Month 3	1	"Storyboard" Presentation on Fee Categories
Task 5: Determine Need for “Credits”	Month 3	0	See Task 7
Task 6: Conduct Funding and Cash Flow Analysis	Months 3 and 4	0	See Task 7
Task 7: Prepare CIP and Impact Fee Report, Public Presentations	Months 3 through 5	2	Draft and Final CIP and Impact Fee Study and Presentation Materials
Task 8: Stakeholder Outreach	Months 3 and 4	2	Presentation Materials

*In some cases it is assumed meetings are held with multiple departments over one (1) trip.

Project Management Approach

TischlerBise utilizes a project management process which ensures our projects are completed on time, within budget, and, most importantly, they yield results that match our clients’ expectations. Our project management plan employs the following principles to mitigate potential risks and result in successful projects:

- **Risk: Lack of Understanding of Project Goals, Objectives, and Desired Outcomes**
 - **Mitigation: We begin by defining the project to be completed.** Based on discussions that occur as part of our Project Initiation task, Carson Bise, along with Ms. Herlands and Mr. McAweeney will identify the final project goals and objectives in collaboration with County staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.

- **Risk: Schedule Delays**

- **Mitigation: We will plan the project schedule from the outset.** As part of the Project Initiation task, Mr. Bise will work with County staff to create an agreed-upon timetable to meet the project schedule. Prior to beginning the project, Mr. Bise will assign roles that will ensure that the project schedule is met on time and within budget.

- **Risk: Technical Complications**

- **Mitigation: We will actively manage the project process.** Mr. Bise, Ms. Herlands, and Mr. McAweeney have a long history of strong project management that are supported by past project successes (we encourage you to contact our references in this regard). Mr. Bise will manage the work in progress, provide guidance and oversight to staff, and be accountable to the County meeting the schedule, budget, and technical requirements of the project.

- **Risk: Quality Control**

- **Mitigation: We will review all project deliverables and communication through a formal quality assurance process** that requires review at the peer level, project manager level, and executive officer level. Prior to the delivery of work product to the County, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing a checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise, assisted by Ms. Herlands will be responsible for a second set of reviews comparing the work product to the completed quality checklist form.

- **Risk: Cost Overruns**

- **Mitigation: The studies will be conducted under a fixed fee arrangement.** We typically do not utilize change orders in our work efforts. The potential for a change in budget could occur if the goals, objectives, and expectations as agreed upon in the scope and project management processes shift significantly. The use of the above proactive project management elements is structured to avoid budgetary issues.



Section 2: Firm Description

TischlerBise is ideally suited to undertake this project based on our extensive national and South Carolina impact fee experience. There are several points we would like to note that make our Team's qualifications unique:

- **Depth of Experience.** Our qualified team of four professionals bring an unparalleled depth of experience to this assignment. **We have prepared over 1,100 impact fee studies across the country – more than any other firm.** We are innovators in the field, pioneering approaches for credits, impact fees by size of housing unit, and distance-related/tiered impact fees.
- **Technical Knowledge of Land Use Planning and Local Government Finance.** The County requires consulting expertise in the areas of infrastructure planning/finance, land use planning, and growth management in the State of South Carolina. The TischlerBise team will apply years of impact fee experience within the context of overall County financial needs, land use, and economic development policies. This will lead to a work product that is both defensible and that promotes equity.
- **National Thought Leaders.** All three Project Team members for this assignment are considered national thought leaders on the subjects of impact fees, infrastructure financing strategies, fiscal/economic sustainability, and growth management. Carson Bise, AICP, Chaired the American Planning Association's Paying for Growth Task Force and is an Affiliate of the National Center for Smart Growth Research & Education. Mr. Bise also served on the Board of Directors for the Growth and Infrastructure Consortium, where he is a frequent presenter at the annual conference. Mr. Bise, Mr. McAweeney, and Ms. Herlands are frequent speakers on impact fees and infrastructure financing at the state and national level for the American Planning Association, National Association of Homebuilders, Urban Land Institute, and the Government Finance Officers Association.
- **South Carolina Experience.** TischlerBise has considerable fiscal, economic, and infrastructure finance consulting experience in the State of South Carolina. This includes numerous impact fee studies, including Horry County, York County, Beaufort County, Lancaster County, City of Tega Cay, City of Easley, Fort Mill School District, and Clover School District under the latest South Carolina Development Impact Fee Act, infrastructure financing strategies for Abbeville County and Beaufort County, as well as several fiscal/economic analyses for land use plans (e.g., Horry County) and annexation (e.g., Rock Hill).
- **Consensus Builders.** Our seasoned Project Team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of impact fees.

TischlerBise Company Overview

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, market feasibility, infrastructure financing studies, and related revenue strategies. Our firm has been providing consulting services to public agencies for over thirty years. In this time, we have prepared over **1,000 fiscal/economic impact evaluations and over 1,100 impact fee/infrastructure financing studies** – more than any other firm. Through our detailed approach, proven

methodology, and comprehensive product, we have established TischlerBise as the leading national expert on revenue enhancement and cost of growth strategies.

TischlerBise South Carolina Experience

In addition to our unsurpassed national experience, an important factor to consider related to this work effort is our relevant experience working in the State of South Carolina, which makes us quite familiar with the local government revenue structures as well as the planning issues facing South Carolina jurisdictions. A summary of our South Carolina impact fee experience is shown below.

CLIENT	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
Aiken County	◆				◆	◆					
Anderson School District 1											◆
Beaufort County	◆						◆		◆		◆
Clemson		◆	◆			◆	◆				
Clinton		◆	◆		◆	◆	◆				
Clover School District											◆
Dorchester District 2											◆
Dorchester District 4											◆
Easley	◆				◆	◆	◆				
Fort Mill School District					◆	◆	◆				◆
Fountain Inn					◆	◆	◆				
Georgetown County	◆				◆	◆			◆		
Greer	◆										
Horry County					◆	◆	◆		◆		
Inman					◆	◆	◆				
Jasper County					◆	◆	◆				
Jasper County School District											◆
Lancaster County					◆	◆	◆				
Lancaster County School District											◆
Lexington County, SC					◆	◆					
Moncks Corner		◆			◆	◆	◆			◆	
North Augusta	◆				◆	◆	◆				
Pageland		◆	◆		◆	◆	◆				
Summerville	◆					◆	◆			◆	
Tega Cay		◆			◆		◆				
Woodruff					◆	◆	◆				
York School District 1											◆
York County	◆					◆	◆			◆	



Section 3: Project Examples/References

Below are summaries of previous projects that highlight our Team's capacity and ability to complete the County's project. We have only listed projects with which our Project Team members were associated.

Town of Moncks Corner, South Carolina – Impact Fee Study (2025)

Project Contact: Justin Westbrook, Community Development Director

Phone: (843) 719-7913

E-mail: j.westbrook@monckscornersc.gov

TischlerBise Staff: Carson Bise and Jack Tintle

TischlerBise recently completed the first Impact Fee Study for the Town of Moncks Corner. The study contained impact fees for parks and recreation, solid waste, police, fire and intersection enhancements. **As part of this analysis, TischlerBise prepare police and fire fees using both plan-based approach, as well as the incremental expansion approach for the Town's consideration.**

City of Tega Cay, South Carolina – Impact Fee Study (2019 and 2022)

Project Contact: Charlie Funderburk, City Manager

Phone: (803) 548-3512

E-mail: CFunderburk@tegacaysc.gov

TischlerBise Staff: Carson Bise and Julie Herlands

TischlerBise was retained to prepare and implement the City's first impact program. The fee categories included Parks and Recreation, Police, Fire, Water, and Wastewater. This assignment included determining capital improvement plans and calculating impact fees for each fee category. For several fee categories, TischlerBise prepared both a plan-based approach and consumption-based approach in order to gauge the magnitude of City General Fund exposure/commitment.

Horry County, South Carolina – Impact Fee Study (2004, 2019, and 2022)

Project Contact: David Jordan, Planning Director

Phone: (843) 915-5340

E-mail: jordan.david@horrycountysc.gov

TischlerBise Staff: Carson Bise, Julie Herlands, and Colin McAweeney

TischlerBise has completed three impact studies for Horry County over the last twenty years. Our studies have addressed Parks & Recreation, Public Safety (Police, Fire & Medic, and Emergency Operations Center), Transportation, Solid Waste, and Stormwater facilities. The County adopted fees for all categories with the exception of Transportation and Stormwater facilities in 2019. In 2022, TischlerBise was retained again at the County Commission's behest to update the fee study. However, political will still did not exist to adopt Transportation and Stormwater impact fees.

Fort Mill School District, South Carolina – School Impact Fee Study (2019)

Project Contact: Leanne Lordo, Assistant Superintendent for Finance and Operations

Phone: (803) 548-8212

E-mail: LordoL@fortmillschools.org

TischlerBise Staff: Carson Bise and Ben Griffin



TischlerBise recently completed an update to the District's school impact fee to come into compliance with the most recent South Carolina Development Impact Fee Act. This assignment included several work sessions with the School Board, Planning Commission, and County Council.

Greer, South Carolina – Impact Fee Study (2021 and 2024)

Project Contact: Andrew Merriman, City Administrator

Phone: (864) 848-2150

E-mail: amerriman@cityofgreer.org

TischlerBise Staff: Carson Bise, Ben Griffin, and Colin McAweeney

TischlerBise recently completed an impact fee for the City of Greer that includes parks/recreation, police and fire. These impact fees (adopted in the Fall of 2024), augment the annexation fees TischlerBise developed in 2021, which only apply to new development projects being annexed into the City of Greer.

Woodruff, South Carolina – Impact Fee Study (2021)

Project Contact: Lee Bailey, City Manager

Phone: (864) 476-81542

E-mail: lbailey@cityofwoodruff.com

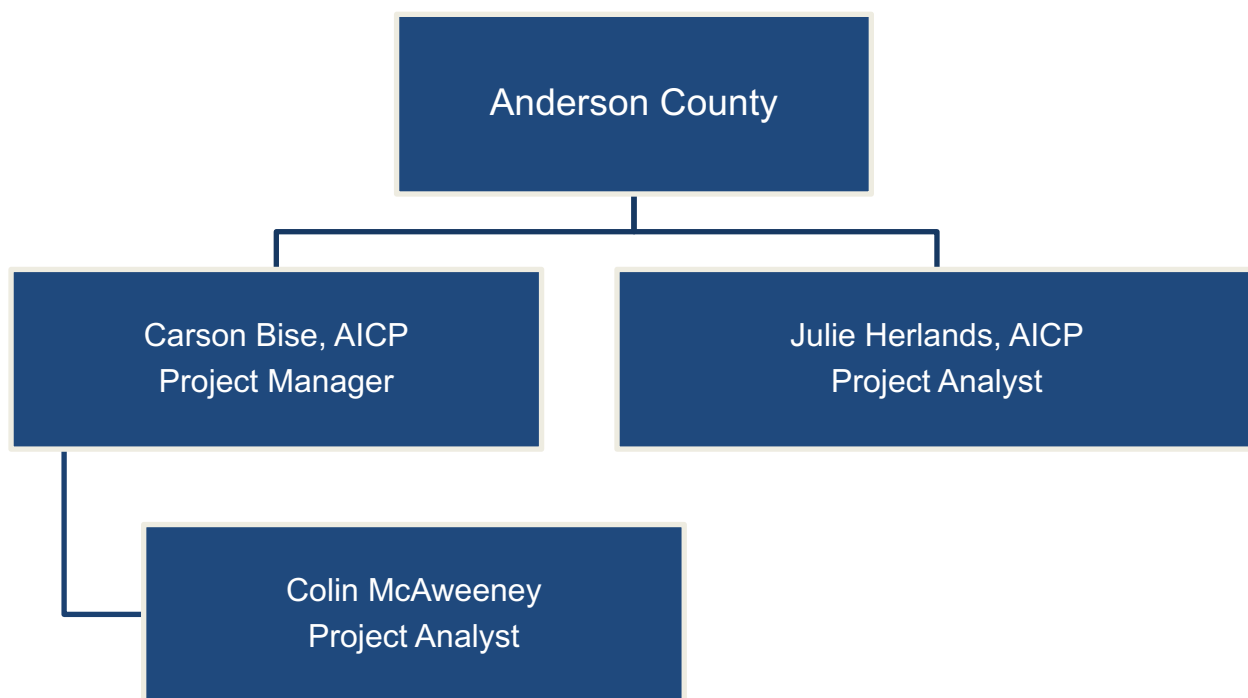
TischlerBise Staff: Carson Bise and Ben Griffin

TischlerBise recently completed an impact fee study for the City of Woodruff. This study included fees for parks/recreation and police. Historically, the City of Woodruff has not seen much development. However, a significant amount of new development has been approved that will have a significant impact on the City's ability to maintain existing levels of park and police infrastructure. To address this situation, the City decided to examine the feasibility of adopting impact fees.

Section 4: Project Team

Project Staffing

To successfully navigate through the County's impact fee study, the successful consultant must possess specific, detailed, and customized knowledge, not only of the technical analysis, but also of the context of the impact fee structure in achieving the County's land use, transportation, and economic development policy goals. **Our Project Team for this assignment includes our most senior and experienced impact fee professionals.** We have unsurpassed experience performing projects requiring the same expertise as that needed to serve Anderson County. The role of each team member and their qualifications are briefly discussed in this section, and the organizational chart shows our project team for this assignment.



Carson Bise, AICP, President of TischlerBise, will serve as Project Manager and coordinate our interaction with the County to ensure that all work is completed properly, on time, and within budget. He will work closely with Mr. McAweeney developing and reviewing all aspects of the project and providing overall quality assurance for the project.

Colin McAweeney, Senior Fiscal/Economic Analyst, will serve as Project Analyst for this assignment. Mr. McAweeney has been with TischlerBise for ten years and is the Western Region Manager. **Mr. McAweeney heads our Boise office and was the primary analyst on our impact fee studies for Beaufort County, Easley, Lexington County, Lancaster County School District, and Lancaster County.**

Julie Herlands, AICP, Vice President of TischlerBise, will serve as a Project Analyst for this assignment because of her substantial experience preparing impact fees and financing strategies, as well as her strong project management skills. Ms. Herlands will assist with controlling the work in progress and will assist with the technical requirements of the project. Most importantly, Ms. Herlands, in conjunction with Mr. Bise, will



ensure constant collaboration and communication between County staff and our team through frequent progress memorandums, conference calls, and in-person meetings. **Ms. Herlands was the project manager for our recent impact fee study for Horry County** and has led a wide range of economic, fiscal impact, and impact fee/infrastructure finance experience in over 20 states.

Complete staff resumes are shown below.

L. Carson Bise, II, AICP, President

Carson Bise has thirty years of fiscal, economic, and planning experience and has conducted fiscal and infrastructure finance evaluations in forty states. **Mr. Bise is a leading national figure in the calculation of impact fees, having completed over 350 impact fee studies.** In his seven years as a planner at the local government level, he coordinated Capital Improvement Plans, conducted market analyses and business development strategies, and developed comprehensive plans. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. **His most recent publications are *Next Generation Transportation Impact Fees* and *Fiscal Impact Analysis: Methodologies for Planners*, both published by the American Planning Association, a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards*, also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and recently Chaired the APA's Paying for Growth Task Force. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.**

EDUCATION

M.B.A., Economics, Shenandoah University

Bachelor of Science, Geography/Urban Planning, East Tennessee State University

Bachelor of Science, Political Science/Urban Studies, East Tennessee State University

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- Apache Junction, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Avondale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Buckeye, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Camp Verde, Arizona – *Impact Fee Study*
- Coolidge, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Glendale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Eloy, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Flagstaff, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Pinetop-Lakeside, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Sedona, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Sierra Vista, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Somerton, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Wellton, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Yuma, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Avenal, California – *Impact Fee Study*
- National City, California – *Impact Fee Study*

- Tulare, California – *Impact Fee Study*
- Boulder, Colorado – *Impact Fee/Excise Tax Study*
- Erie, Colorado – *Impact Fee Study*
- Evans, Colorado – *Impact Fee Study*
- Greeley, Colorado – *Impact Fee Study*
- Longmont, Colorado – *Impact Fee Study*
- Louisville, Colorado – *Impact Fee Study*
- Steamboat Springs, Colorado – *Impact Fee Study*
- Thornton, Colorado – *Impact Fee Study*
- Vail, Colorado – *Impact Fee Study*
- DeSoto County, Florida – *Impact Fee Study*
- Manatee County, Florida – *Impact Fee Study*
- North Miami, Florida – *Impact Fee Study*
- Manatee County, Florida – *School Impact Fee Study*
- School District of Pasco County, Florida – *School Impact Fee Study*
- Frederick County, Maryland – *School Impact Fee Study*
- Hagerstown, Maryland – *Impact Fee Study*
- Hampstead, Maryland – *Impact Fee Study*
- Salisbury, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Washington County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- Broadwater County, Montana – *Impact Fee Feasibility Study*
- Bozeman, Montana – *Impact Fee Study*
- Gallatin Canyon/Big Sky, Montana – *Capital Improvement and Funding Plan*
- Great Falls, Montana – *Impact Fee Feasibility Study*
- Las Cruces, New Mexico – *Water and Sewer Impact Fee Study*
- Aiken County, South Carolina – *Impact Fee Study*
- Beaufort County, South Carolina – *Southern Beaufort County Infrastructure Funding Strategy*
- Beaufort County, South Carolina – *Impact Fee Study*
- Fort Mill School District – *Impact Fee Study*
- Georgetown County, South Carolina – *Impact Fee Study*
- Horry County, South Carolina – *Impact Fee Study*
- Lancaster County, South Carolina – *Impact Fee Study*
- Lexington County, South Carolina – *Public Safety Impact Fee Study*
- York County, South Carolina – *Impact Fee Study*
- Williamson County, Tennessee – *School Impact Fee Study*

SPEAKING ENGAGEMENTS

- *Fiscal Impact Assessment*, AICP Training Workshop, APA National Planning Conference
- *Dealing with the Cost of Growth: From Soup to Nuts*, ICMA National Conference
- *Demand Numbers for Impact Analysis*, National Impact Fee Roundtable

- *Calculating Infrastructure Needs with Fiscal Impact Models*, Florida Chapter of the APA Conference
- *Economic Impact of Home Building*, National Impact Fee Roundtable
- *Annexation and Economic Development*, APA National Conference
- *Economics of Density*, APA National Conference
- *The Cost/Benefit of Compact Development Patterns*, APA National Conference
- *From Soup to Nuts: Paying for Growth*, APA National Conference
- *Growing Pains*, ICMA National Conference
- *Mitigating the Impacts of Development in Urban Areas*, Florida Chapter of the APA
- *Impact Fee Basics*, South Carolina Chapter of the APA
- *Impact Fee Basics*, National Impact Fee Roundtable
- *Fiscal Impact Analysis and Impact Fees*, National Impact Fee Roundtable
- *Are Subsidies Worth It?*, APA National Conference

PUBLICATIONS

- "Next Generation Transportation Impact Fees," APA, Planners Advisory Service
- "Fiscal Impact Analysis: Methodologies for Planners", APA
- "Planning and Urban Design Standards", APA, Contributing Author on Fiscal Impact Analysis
- "Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets", ICMA Press
- "The Cost/Contribution of Residential Development", Mid-Atlantic Builder
- "Smart Growth and Fiscal Realities", ICMA Getting Smart! Newsletter
- "The Economics of Density", AICP Training Series, 2005, Training CD-ROM (APA)

Julie Herlands, AICP, Vice President

Julie Herlands is Vice President with TischlerBise and has 18 years of planning, fiscal, and economic development experience. Prior to joining TischlerBise, Ms. Herlands worked in the public sector in Fairfax County, Virginia, for the Office of Community Revitalization and for the private sector for the International Economic Development Council (IEDC) in their Advisory Services and Research Department. For IEDC, she conducted a number of consulting projects including economic and market feasibility analyses and economic development assessments and plans. Her economic, fiscal impact, and impact fee/infrastructure finance experience includes a wide-range of assignments in over 15 states. She is a frequent presenter at national and regional conferences including serving as co-organizer and co-presenter at a half-day AICP Training Workshop entitled *Fiscal Impact Assessment* at the American Planning Association National Planning Conference. A session on impact fees and cash proffers presented at the APA National Conference is available through the APA training series, *Best of Contemporary Community Planning*. **She is currently the Immediate Past Chair of the Economic Development Division of the APA and recently chaired the APA Task Force on Planning and Economic Development.**

EDUCATION

Masters of Community Planning, University of Maryland
Bachelor of Arts, Political Science, University of Buffalo

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- Apache Junction Water Company, Arizona – *Water System Connection Fees*
- Apache Junction, Arizona – *Land Use Assumptions, IIP and Development Fee Study*

- Cave Creek, Arizona *Land Use Assumptions, IIP and Development Fee Study*
- Glendale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Queen Creek, Arizona – *Development Impact Fees*
- Show Low, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Sedona, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Bentonville, Arkansas – *Development Impact Fees*
- Clovis, California – *Sewer Impact Fee*
- Temecula, California – *Development Impact Fee*
- Arapahoe County, Colorado – *Rural Road Funding Strategy*
- Boulder, Colorado – *Development Excise Taxes*
- Castle Rock, Colorado – *Impact Fee Study*
- Erie, Colorado – *Impact Fee Study*
- Longmont, Colorado – *Impact Fee Study*
- Plant City, Florida – *Impact Fee Study*
- Port St. Lucie, Florida – *Impact Fee Study*
- Stuart, Florida – *Impact Fee Study*
- Kellogg, Idaho – *Impact Fee Study*
- Post Falls, Idaho – *Impact Fee Study*
- Shoshone Fire District, Idaho – *Impact Fee Study*
- Evanston, Illinois – *Impact Fee/Excise Tax Study*
- Anne Arundel County, Maryland – *Revenue Strategies*
- Caroline County, Maryland – *Schools Excise Tax Study*
- Dorchester County, Maryland – *Impact Fee Study*
- Salisbury, Maryland – *Impact Fee Study*
- Easton, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- North Las Vegas – *Impact Fee Study*
- Nye County/Town of Pahrump, Nevada – *Impact Fee Study*
- Cabarrus County, North Carolina – *Voluntary Mitigation Payment Studies (Two School Districts)*
- Catawba County, North Carolina – *School Impact Fee Studies (Three School Districts)*
- Chatham County, North Carolina – *School Impact Fee Study (One School District)*
- Orange County, North Carolina – *School Impact Fee Study (Two School Districts)*
- Abbeville County, South Carolina – *Infrastructure Financing Study*
- Beaufort County, South Carolina – *Infrastructure Financing Study*
- Horry County, South Carolina – *Impact Fee Study*
- Tega Cay, South Carolina – *Impact Fee Study*
- Prince William County, Virginia – *Impact Fee Study*
- Spotsylvania County, Virginia – *Impact Fee Study*
- Stafford County, Virginia – *Impact Fee Study*

SPEAKING ENGAGEMENTS

- *What Are the Costs to Serve Development?* APA National Planning Conference
- *Local Fiscal Challenges and Planning Solutions*, APA National Planning Conference
- *Cash Proffers and Impact Fees*, APA Virginia Chapter Annual Conference
- *Fiscal Sustainability*, APA Webcast
- *Infrastructure Financing: Funding the Gap*, APA National Planning Conference
- *Economic Development for Planning Practitioners*, Training Workshop, APA National Planning Conference
- *Voluntary Mitigation Payments: An Alternative to Impact Fees*, APA National Planning Conference
- *Proffers vs. Impact Fees: The Virginia Experience*, National Impact Fee Roundtable
- *Impact Fee—Or Is It?* APA National Planning Conference
- *Integrating Planning with School Demands*, APA National Planning Conference
- *Planning and Fiscal Reality*, APA National Planning Conference

PUBLICATIONS

- “Should Impact Fees Be Reduced in a Recession?”, *Economic Development Now*, August 10, 2009 (International Economic Development Council)
- “Agreements, Fees, and CIP”, *The Best of Contemporary Community Planning*, 2005, Training CD-ROM (APA and Lincoln Institute of Land Policy)

Colin McAweeney, Senior Fiscal/Economic Analyst

Colin McAweeney is the Idaho Practice Leader and manages the Boise, Idaho office, with specialties in finance and economic development planning. Mr. McAweeney is an industry expert regarding the intersection of land use planning and municipal finance. His expertise ranges from project-level impact analysis to regional fiscal model design and programming. Additionally, Mr. McAweeney has completed impact fee and user fee studies in 50+ communities and presented at local- and state-level conferences. Mr. McAweeney co-authored a contribution to the *Journal of Comparative Urban Law and Policy*, “The Evolution of Fiscal Impact Analysis and Where it Needs to Go.” Prior to joining TischlerBise, he finished his master’s degree with a thesis surrounding the urban aspects that attract investment. Before pursuing his M.S., Mr. McAweeney worked in the finance sector for several years where he became familiar with financial markets and business financing.

EDUCATION

Master of Science, Urban Management and Development, Erasmus University Rotterdam

Bachelor of Science, Economics with an emphasis on Mathematics, University of Wisconsin - Madison

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- Lone Tree, Colorado – *Impact Fee Study*
- Parker, Colorado – *Impact Fee Study*
- Nassau County, Florida – *Impact Fee Study*
- Kellogg, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Idaho Falls, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Post Falls, Idaho – *Capital Improvement Plan and Impact Fee Study*
- Portland, Maine – *Impact Fee Study*
- Easton, Maryland – *Impact Fee Study*

- 
- Talbot County, Maryland – *Impact Fee Study*
 - Hamilton, Montana – *Capital Improvement Plan and Impact Fee Study*
 - Missoula, Montana – *Capital Improvement Plan and Impact Fee Study*
 - Missoula County, Montana – *Capital Improvement Plan and Impact Fee Study*
 - Las Cruces, New Mexico – *Impact Fee Study*
 - Beaufort County, South Carolina – *Capital Improvement Plan and Impact Fee Study*
 - Easley, South Carolina – *Capital Improvement Plan and Impact Fee Study*
 - Lancaster County, South Carolina – *Capital Improvement Plan and Impact Fee Study*
 - Lexington County, South Carolina – *Capital Improvement Plan and Impact Fee Study*
 - York County, South Carolina – *Capital Improvement Plan and Impact Fee Study*
 - Frederick County, Virginia – *Cash Proffer Study*
 - Fauquier County, Virginia – *Cash Proffer Study*
 - Goochland County, Virginia – *School Cash Proffer Study*
 - Isle of Wight County, Virginia – *Cash Proffer Study*

Section 5: Cost Proposal

The following table presents our proposed project fee schedule for this assignment and encompasses the tasks, our anticipated number of meetings, and anticipated deliverables. Please note that this is a fixed fee, not-to-exceed, proposal and includes direct expenses related to the project. The hourly rates for our Project Team are Carson Bise \$240, Julie Herlands \$210, and Colin McAweeney \$195. **This pricing shall remain in effect for a period of 90 days.**

PROPOSED FEE SCHEDULE FOR ANDERSON COUNTY, SOUTH CAROLINA					
Project Team Member:	Bise	Herlands	McAweeney	Total	
Job Title:	Project Manager	Project Analyst	Project Analyst	Hours	Cost
Hourly Rate*	\$240	\$210	\$195		
Task 1: Project Initiation/Data Acquisition	8	0	0	8	\$1,920
Task 2: Prepare Land Use Assumptions and Development Projections	8	2	20	30	\$6,240
Task 3: Determine Capital Facility Needs and Service Levels	16	4	48	68	\$14,040
Task 4: Evaluate Different Allocation Methodologies	4	4	10	18	\$3,750
Task 5: Determine Need for "Credits"	4	0	8	12	\$2,520
Task 6: Conduct Funding and Cash Flow Analysis	4	0	8	12	\$2,520
Task 7: Prepare CIP and Impact Fee Report, Public Presentations	24	6	40	70	\$14,820
Task 8: Stakeholder Outreach	16	0	4	20	\$4,620
Total Cost:	84	16	138	238	\$50,430

TischlerBise

FISCAL | ECONOMIC | PLANNING

Principal Office

4701 Sangamore Road, Suite S240 |
Bethesda, MD 20816
301.320.6900 x12 (w) | 301.320.4860 (f) |
carson@tischlerbise.com

Idaho Office:

999 West Main Street #100 | Boise, ID
83702





Anderson County Central Services Division
Purchasing Department

To: Mr. Rusty Burns

From: Robert Carroll

Date: 11/10/2025

Re: Change Order #4 for Bid #25-015

The attached Change Order exceeds 10% of the original contract cost and therefore requires County Council approval. Anderson County Staff is requesting approval of the attached Change Order at this time.



ADDENDUM B

ANDERSON COUNTY CHANGE ORDER NO: 4

Project: **Piedmont Riverfront Park**

To: **Foothills Contracting Service LLC**

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: See Attached

Contract Amount: **\$1,253,606.77 (Includes Change Orders #1, #2 & #3)**

Change Order Amount: **\$ 27,240.00**

New Contract Amount: **\$ 1,280,846.77**

Previous Completion Date: **January 21, 2026**

Completion Date: **January 21, 2026**

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Agreement and Project documents. This adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of the County. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: _____

Print Name: _____

Its: _____

Date: _____

ANDERSON COUNTY

By: _____

Print Name: _____

Its: County Administrator

Date: _____



FOOTHILLS

CONTRACTING SERVICE · LLC

November 6, 2025

RE: Anderson County
COR 4 BLE Recommendation

To: Rusty Burns
Anderson County
rburns@andersoncountysc.org

We propose the following allowances pending design to furnish all labor, equipment and materials to perform the following scope of work:

- Cut 8" of dirt off 6,567 sf of the parking area- approximately 162 yards of dirt.
- Lay 6,567 sf of heavy-duty biaxle geogrid.
- Lay 8" of crusher run across the geogrid.
- Increase concrete pad for the grill from 4x4 to 14x5.

\$27,240

Exclusions

1. Water or water service
2. Asphalt
3. Costs due to rock or rock removal
4. Cost due to unsuitable soils.
5. Cost due to unmarked or unlocated utilities.
6. Cost due to existing utilities in conflict with proposed work.
7. Cost due to delays beyond our control
8. Cost due to design changes
9. Watering temporary stabilization seeding
10. Cleaning dirt or soil tracked onto the road by other trades
11. 3rd party testing/monitoring
12. Bond (add 2.5% if needed)
13. Any scope not specifically included above

Qualifications

1. Price is based on a mutually agreeable contract, schedule and payment terms

Sincerely,

Bryan Fraser
Bryan@scfoothills.com
864 395 6723

Foothills Contracting Service LLC
250 Peach Dr.
Central, SC 29631



Anderson County Central Services Division
Purchasing Department

To: Mr. Rusty Burns

From: Robert Carroll

Date: 11/10/2025

Re: Bid #26-014

Anderson County received bids on November 6th for two Roadside Mower Tractors with 60" side Mower attachments and rear Flail. We had one (1) vendor to submit a bid. County staff recommends award to the low bidder, Powell Tractor, Inc. of Westminster, S.C. The total price is \$296,161.02. Staff is requesting approval of the bid at this time.

Anderson County Purchasing Department Bid Tabulation

BID #26-014 ROADSIDE MOWERS

Bidder	Bid	Price
POWELL TRACTOR		\$296,161.02
CAINE EQUIPMENT		NR
NORTH CAROLINA TRACTOR & FARM		NR
NANCE TRACTOR & FARM		NR
AG PRO OF ANDERSON		NR
OLD STONE TRACTOR		NR
ALLIED SOLUTION		NR
COMPLETE DYNAMICS		NR
NOVA TECHNOLOGIES		NR
SOUTHERN VAC		NR
AWARD TO:	Powell Tractor	11/10/2025

SOLICITATION OFFER AND AWARD FORM

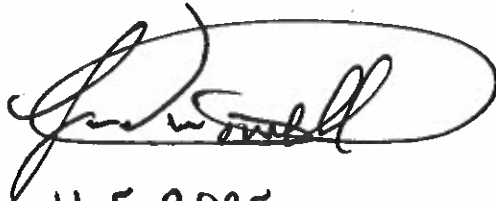
ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624		
REQUEST FOR SOLICITATIONS, OFFER AND AWARD		
*****Solicitation Information*****		
1. SOLICITATION: # 26-014	Brief Description:	
2. ISSUE DATE: October 21, 2025	(2) 115 HP Roadside Mower Tractors with 60"	
3. FOR INFORMATION CONTACT:	Side Mower Attachment and Rear Flail	
allpurchasing@andersoncountysc.org	(per specifications)	
5. SUBMIT BID TO: Anderson County Purchasing Department Attn: Bid #26-014 101 South Main Street Anderson, S.C. 29624		
6. Submission Deadline: <i>Date: Thursday, November 06, 2025</i>	<i>Time: 11:00 A.M.</i>	
7. Submit Sealed Bid		
8. Firm Offer Period: Bids submitted shall remain firm for a period of Sixty (60) calendar days from date specified in block 6.		
*****Offer (To be completed by Bidder)*****		
9. BUSINESS CLASSIFICATION	(Check Appropriate Box)	☐ Woman Business Enterprise ☐ Minority Business Enterprise ☐ Disadvantaged Business Enterprise
10. Additional Information: In compliance with above, the undersigned agrees, if this proposal is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.		
11. Bidder's name and address (Type or print): Powell Tractor Inc. 2154 Hwy 59 Westminster, SC 29693	12. Name & Title of Person Authorized to sign the Bid. (Type or Print): Varrad M. Powell - Vice President	
E-Mail: Jarrad@powelltractor.com Telephone # 804-972-3988 Federal Identification #: 62-1600076	13. Bidder's Signature & Date  11-5-2025	
*****AWARD (To be completed by Anderson County)*****		
14. Total amount of award:	15. Successful Bidder:	
16. Contracting Officer or Authorized Representative: Robert E. Carroll	17. Signature:	18. Award date:

EXHIBIT B

ANDERSON COUNTY BID FORM

Name of Party submitting the Bid: Powell Tractor Inc.

To: Anderson County

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

Qty.	U/M	Description	Unit Price	Ext. Price
2	Each	115 HP ROADSIDE MOWER TRACTORS with 60" SIDE MOWER ATTACHMENT and REAR FLAIL : per specifications	<u>\$138,393.</u>	<u>\$276,786.</u>
			Delivery	\$ <u>8</u>
			790 Sales Tax	\$ <u>19,375.02</u>
			TOTAL	\$ <u>296,161.02</u>

Massey Ferguson 5m115 Tractor

Diamond

DSR060-CD side mower

DRF1620F Rear flail mower

EXHIBIT C

**SPECIFICATIONS
(SEE BELOW)**

**Bid Specifications for (2) 115HP Roadside Mower Tractors with 60" Side Mower attachment
and Rear Flail**

Bidder must meet or exceed the following specifications:

Bidder must provide service information at the time of delivery. Service Information is the information utilized by technicians that defines repair procedures, DTC listing with troubleshooting recommendations along with hydraulic and electrical schematics. This can be electronic format (thumb drive) or online access with unlimited access as long as we have ownership of the tractor. Payment will not be made until this is provided. Will also need to be able to provide at our request scan tool purchase ability and access to the machine in order to diagnosis and make needed repairs. We are also requesting 3 Operator Manuals, 1 for each machine and 1 for Shop Use.

Additional Requirements: The tractors will need to have all windows tinted to a percentage of at least 20%, this is to help with sun load temps while in operation. We also request a complete 3rd set of all hydraulic lines for the added equipment to be made and provided at time of delivery. These lines should be labeled for position, and all be capped and sealed for storage until needed.

ENGINE 115: 115 Max Engine HP, 110 Rated Engine HP, 90 PTO HP

4.4L 4-Cylinder AGCO POWER™

EPA Tier 4, EU Stage 5, CARB Certified Air Cleaner: Dual Element Dry Type

Air Cleaner Intake, Under Hood A-Pillar Exhaust with Heat Shield

Cooling System: Antifreeze 50/50 Mix Cold Start Aid: Intake Heater

52 Gallon Fuel Tank with Guard

POWERTRAIN

Transmission

- **12 x 12 Transmission (6 Gears, 2 Ranges, 25 MPH)**
- **De-Clutch Button on Main Gear Lever**
- **Power Control Reverse Lever**

Rear Axle

Flanged Rear Axle

Inboard Planetary Final Drives

Push-Button Operated Mechanical Differential Lock

Brakes

Hydraulic Oil-Cooled Disc Brakes Hook and Lever Parking Brake PTO

Independent PTO:

- **540/540E/1000 RPM Flanged PTO**
- **6 and 21 Spline Shafts (1.375 in. Diameter)**
- **Independent Wet Disc Clutch**
- **Electro-Hydraulic Engagement**

Front Axle

4WD Power Front Axle

Dana 720 Center Driveline with Open Differential Hydraulically Activated Differential Lock

Push-Button 4WD Engagement

HYDRAULICS

Open Center System with Engine-Driven Gear Pump 26 GPM (98 L/min) Combined Flow

2 Mechanical Controlled Spool Valves (2 x DA KO FL)

HITCH

Category 2 Rear Linkage with Telescoping Ball Ends

**Lift Capacity @ 24" - 7,716 lbs (3,500 kg) Electronic 3-Point Linkage and Draft Controls
Adjustable Rear Links**

Telescoping Stabilizers

Category 2 Swinging Drawbar with 250/400/500mm Positions and Clevis

WHEELS AND TIRES

**5M.105 / 5M.115: F: Trelleborg 380/85R24 (14.9R24) R1 R: Trelleborg 460/85R34 (18.4R34)
R1**

ELECTRICAL

12 Volt DC, Negative Ground Intake Pre-Heater

High Capacity Wet-Charge SAE 720cc Battery 120 Amp Alternator

Keyed Ignition with Safety Start Keyed Engine Shutoff

Engine RPM Memory Switch 7-Pin Trailer Connector

One Electrical Outlet in Cab

LIGHTING

4 Headlights

2 Mid-Mounted Halogen Worklights

2 Cab-Mounted Halogen Rear Worklights 2 Cab-Mounted Halogen Front Worklights Rear Brake Lights

INSTRUMENTS

Instrument Panel with Performance Monitor Analog Engine Tachometer

Analog Fuel Gauge

Analog Engine Temperature Indicator Digital Transmission Display

Digital Hour Meter

Operation and Service Lights

OPERATOR ENVIRONMENT

Standard Cab Roof Manual Climate Control

Left Hand and Right Hand Side Entry Doors with Handrails Left Hand and Right Hand Side Steps

Rubber Floor Mat

Telescoping Wide Angle Mirrors Internal Mirror

Tilt and Telescoping Steering Column

Air Suspended Swiveling Seat with Armrests Retractable Seat Belt

Instructor's Seat with Seat Belt Cup Holder

Suspended Foot Pedals Electronic Hand and Foot Throttle Front and Rear Wiper / Washer

Two Audio Speakers and Antenna with AM/FM Radio

Fender-Mounted Controls

Electronic Lift Control (Left Hand and Right Hand Side) Electronic PTO Start / Stop Control (Left Hand Side)

OTHER STANDARD FEATURES

One Piece Tilting Hood

Rear Fender Side Extensions Fuel Tank Guard

Toolbox SMV Sign

Rear Oil Catcher Water Separator

Front Weight Frame without Tow Pin

Specifications for the Side mower and Flail

Diamond Brand 60 Inch side Rotary mower deck, installed with standard front pump and cooler with all hydraulic lines. Requesting a manually controlled and actuated joystick controlled operation.

It is the purpose of the following specifications to describe a self-propelled, hydraulically driven, side mounted, rotary mower, which will mow forward and right of the right rear tire. This unit will be constructed to receive, in lieu of the side mounted rotary mower, a side mounted flail mower, a boom mower, or a 22" rotary ditcher. The unit will be of the manufacturer's current production model, meeting or exceeding the terms of these specifications. Unit(s) will be the manufacturer's most heavy-duty model available. The manufacturer will furnish parts and operation manuals for the unit(s) bid. The manufacturer will also guarantee equipment against defects in workmanship and materials for a period of (1) year.

Unit will meet or exceed the following industry standards: SAE J232, J115, J517, J920, J1150, J1170. ANSI/SAE S441.1, EP363.1, S390.1, S203.13, S217.11, S278.6, S318.14, S483. ASTM A370. A compliance report will be available upon request.

The cutter head will be a minimum of 1,100 lbs., and cutting width will be 60" of actual cut.

Cutting head deck will have 100,000 lb. rated steel housing, with full length replaceable skid shoes on inner and outer ends.

The cutting assembly will be rotary, hydraulically driven, and be a 30.5" solid 1" thick steel disk with (6) case hardened, threaded inserts welded into place. The hydraulic motor will have a rating of 133 hp.

The cutting head will be attached to the spindle by (6), 5/8" grade-8 bolts with tapered bolt protector.

Cutting assembly will accommodate (2-side) or (3-rear) 1/2"x4"x20" 360° swinging, single edged, brush or grass suction knives, attached to the dish with hexagonal blade bolts, castle nuts, and roll pins.

The spindle will be one piece 8630 steel, mounted in straight roller bearings, 6.5" in diameter at its largest area x 13" long, with bearing diameter of 2.755" with a minimum of 4.5" between bearing centers.

Spindle will be direct coupled with a splined end, and have a minimum speed of 1,500 rpm.

Spindle will be equipped with an easily-serviceable insert, machined from 1117 steel. Insert will have a lower failure point than the motor output shaft or the spindle shaft.

Spindle housing will be attached to the cutting head so as to absorb 240,000 lbs. of shear strength, and distribute this load over an area of 169 inches².

Mainframe of mower is properly braced to rear axle and front axle housing to absorb side torque and impact of severe applications.

The draft beam will be of a box construction with tapered sidewalls, and having the weldment extending through upper and lower surfaces of the draftbeam.

The cutting assembly will be attached to the mainframe by means of a draftbeam with bearing surfaces in excess of 47 inches².

Control of outer end of the cutting assembly will be accomplished by means of direct, connected linkage and a single acting cylinder, allowing precise operation of cutting assembly.

Hydraulic oil reservoir will have a minimum capacity of 35 gallons, with a minimum oil volume of 28 gallons to the sight glass.

Hydraulic oil reservoir will be equipped with a combination sight glass and thermostat. Hydraulic oil reservoir will have a filter with 10 micron element, 75 gpm rated, and a restriction gauge visible to the operator.

Hydraulic oil suction will be an unrestricted 1.5" ID (specifically excluded will be the suction filter and screens.)

Hydraulic oil pressure and return system hoses will be 1" ID high pressure unrestricted. Hoses will have a burst pressure 4x working pressure.

Hydraulic oil pressure, return, and lift system steel hydraulic lines will be mounted at the rear of the boom arms.

Wire braid reinforced hydraulic lines will be used at all flexible positions on the boom arm (hydraulic hoses/tubing will not be allowed inside boom arms.)

Pump drive shaft powers hydraulic pump for power to hydraulic motor, is attached to tractor crankshaft, and have a rating of 180 hp.

Hydraulic pump will have a rating of 98 hp input, and pump and motor will be gear type with cast steel housing and steel gears (specifically excluded are aluminum pumps, motors, and aluminum gears.)

Hydraulic oil to the power center head will not pass through a restriction causing valve while operating the cutting head.

Main hydraulic control valve will be non-restrictive, electric solenoid type, with starter lockout switch (Optional hydraulic brake valve available.)

Hydraulic oil will be cooled by an air-to-oil cooler equipped with a reversible electric fan.

Hydraulic oil for the lift system will be supplied by front mounted pump, and will be filtered by a 10-micron high pressure filter.

The inner and outer ends of the cutting assembly will be controlled from the operator's seat by means of (2) single acting, hydraulic cylinders.

All cylinders are heavy duty industrial type, nitro steel rod welded, and all cylinder mountings will have replaceable, hardened bushings, of the grease-able type.

FLAIL MOWER SPECIFICATIONS

90Inch Offset Diamond Flail Mower Extreme Duty

It is the purpose of the following specifications to describe a self-propelled, mechanically driven, rear mounted, flail mower, which will mow behind the tractor's rear tires. The unit will be of the manufacturer's current production model, meeting or exceeding the terms of these specifications. Unit(s) will be the manufacturer's most heavy-duty model available.

The manufacturer will furnish parts and operation manuals for the unit(s) bid. The manufacturer will also guarantee equipment against defects in workmanship and materials for a period of (1) year.

Unit will meet or exceed the following industry standards: SAE J1001, J115, J208, J715, J898, J909, J920, J1150, J1500. ANSI/ASAE S441, S318.7, S217.10, S278.6, EP363. ASTM A370. A compliance report will be available upon request.

The cutting head will be 102" of actual cut, weigh at least 1500 lbs., and have a bonnet thickness of a minimum of 3/16".

Cutting shaft will have a minimum of (112) all purpose, self-cleaning, reversible knives, or (56) smooth cut cutting knives. It will not be necessary to change the cutting shaft to interchange knives. All purpose knives are 6 gauge thickness, 1-3/4" wide x 4-5/8" length. Smooth cut knives are 1/4" thickness, 2-1/2" wide x 3-7/8" length.

Cutting shaft will be a minimum of 6" in diameter, with 2-3/16" diameter stub shafts and bearings. Cutting shaft bearings will be of the grip tight double shielded type.

Cutting heads will have 6-5/8" diameter rollers, constructed of schedule 40 DOM tubing. Left and right outer edges of ground roller will be tapered at 45° down to a diameter of 4.81" to minimize turf damage during turns.

Ground roller bearings will be KOYO 2580-2520, with four bearings per ground roller. Bearings will be protected inside ground roller tube, specifically excluding external-mounted bearing systems.

Ground roller bearings will be lubricated in oil bath, which will be changed on an annual basis. Specifically excluding bearing systems that require daily maintenance or are lubricated with grease.

Cutting head height will be infinitely adjustable from -1/2" to +6". Height adjustment will be accomplished thru an externally mounted, threaded, screw type adjuster. It will not be necessary to remove the roller mounting brackets to adjust cutting height.

Mechanical motor assemblies will have automatic belt self-tensioners (specifically excluding back bend type belt tensioner.) Drive belt system will have a minimum rating of 80hp.

Cutting head will have a minimum of 1/2" thick solid steel sidewalls, and have removable skid shoes.

Safety discharge flap will be provided and equipped with a front deflector shield.

Rear flail will be equipped with a category II, 3 point hitch. The flail will be offset from the mounting point, allowing for overlap in conjunction with a side mounted mower.

Cutting shaft rpm will be a minimum of 1750 (tip speed of 9050 fpm.)

Gearbox will be rated @ 90hp constant, 135hp intermittent, and will be reversible.

Gear box will be designed for a 540 RPM PTO input.



To: Mr. Rusty Burns

From: Robert E. Carroll

Date: 11/10/ 2025

**Re: Reduction in Retainage for the New Anderson County
Detention Center**

Vannoy Construction is requesting that the retainage for the new Anderson County Detention Center be reduced from 10% to 5%, per the contract documents and Anderson County Ordinance. This will require approval from County Council. If you have any questions, please let me know.



November 7, 2025

Mr. Mitchell Stroud
Facilities Assistant Manager
Anderson County
1428 Pearman Dairy Road
Anderson, SC 29625
P.O. Box 8002

Subject: Request for Reduction in Retainage Billing – Anderson County Detention Center

Dear Mr. Stroud,

I hope this letter finds you well. As the new Anderson County Detention Center continues to progress successfully, we are pleased to report that the work remains on schedule and continues to meet all quality and performance expectations.

In recognition of the project's consistent progress and the strong partnership developed between our teams, we respectfully request consideration for a reduction in the retainage percentage applied to our monthly billings. Reducing retainage at this stage will help support continued project momentum by improving cash flow, enabling us to maintain the high level of resources and performance that have contributed to the project's success thus far.

We understand the importance of ensuring that retainage balances appropriately protect the Owner's interests, and we believe the current state of completion and our established track record of performance justify this request. As outlined in Section 11.1.8.2 of the A133 contract, we request that the retainage be reduced from 10% to 5%, effective with the November 2025 pay application.

The November billing will include approximately **\$2,035,026.00** for work completed during the period and **\$2,523,681.64** for retainage reduction on work previously completed, for a total forecast billing of **\$4,558,707.64** for the period ending November 30, 2025.

Thank you for your continued partnership and for considering this request. We look forward to completing this project on schedule and to the standards of excellence we have all committed to achieving. Please advise if there are any questions or if additional details are needed.

Sincerely,
Vannoy Construction

Andy Mosser
Senior Project Manager

- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made, the Owner may withhold the following amount, as retainage, from the payment otherwise due;

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10% retainage

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

When 50 percent of the completion of the project has been obtained and if the county council approves, retainage may be reduced to 5%.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Retainage is subject to Anderson County Code Section 2-974 and can only be modified subject to that code section

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.



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:

New Foundations Home for Children

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

\$1,000.00

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

Recreational funds for children in our group home for Christmas

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: Julie Tovey

Mailing Address: 2300 Standridge Road, Anderson SC 29621

Phone Number: 864-260-4705

Email: jtovey@newfoundationschildren.com

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

Matching funds have already been donated by private donors.

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


Signature

Julie Tovey
Print Name

11/4/2025
Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 3

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

Chris N. Sullivan
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation: **FRIENDS OF BROADWAY LAKE**
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **3**
3. The purpose for which the funds are being requested:
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
5. Contact Person:
JOHN STEELY
864-940-2882
Email: **johnsteely@charter.net**
6. Statement as to whether the entity will be providing matching funds:

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

Signature

Print Name

Date

PO Box 8002, Anderson, South Carolina 29622-8002 | 864.260.1039 | www.andersoncountysc.org



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All

Mail/Email to:

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

Chris Sullivan
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

Anderson Chapter National Federation of the Blind

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

\$ 4000

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

Christmas Dinner and Venue Location

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

5. Contact Person: Ann Berry

Mailing Address: 214 - A Lee St.

Phone Number:

Email: berryannelease@gmail.com

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

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

Ann Berry
Signature

Print Name

12/12/25
Date

Anderson County Building & Codes
Monthly Activity Report
Oct-25

Total Number Permit Transactions:	889
<i>New Single Family:</i>	<i>90</i>
<i>New Multi-Family:</i>	<i>6</i>
<i>Residential Additions/Upgrades:</i>	<i>24</i>
<i>Garages/Barns/Storage:</i>	<i>26</i>
<i>New Manufactured Homes:</i>	<i>35</i>
<i>New Commercial:</i>	<i>7</i>
<i>Commercial Upfits/Upgrades:</i>	<i>10</i>

Inspection Activity:

<i>Citizens Inquiries:</i>		(Includes Updating Sub-Standard Cases)
<i>(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>		
<i>Number of Inspections Performed:</i>	1129	
<i>Courtesy, Site and Miscellaneous Inspections:</i>		

Reviews/Misc. Activity:

<i>Plans Submitted for Review:</i>	<i>50</i>	(Includes preliminary consultations, resubmittals and solar)
<i>New Derelict Manufactured Home Cases:</i>	<i>0</i>	
<i>Hearings:</i>		
<i>Court Cases:</i>	<i>0</i>	

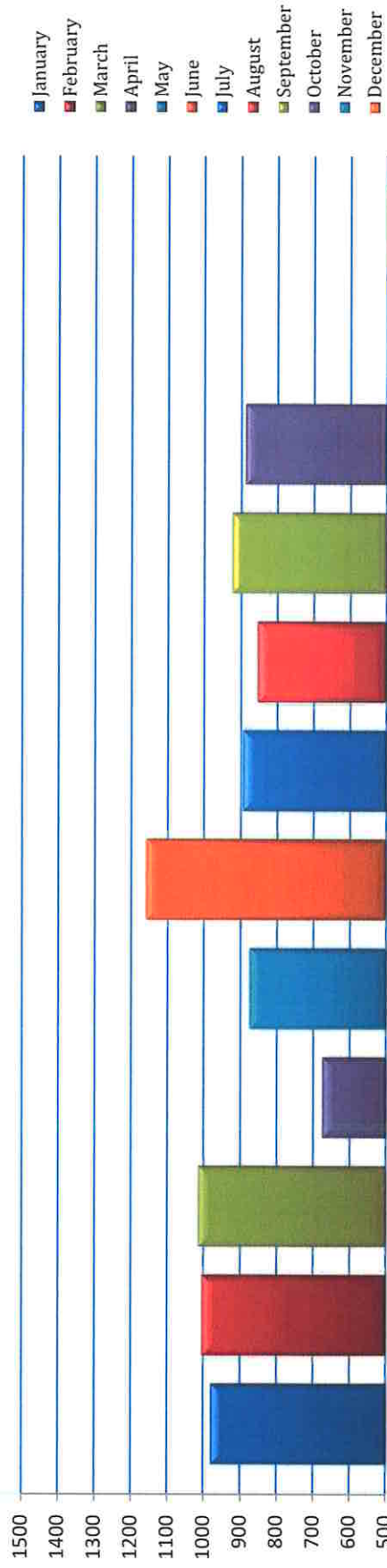
Revenue Collected:

<i>Reinspection Fees Collected:</i>	\$650.00
<i>Plan Review Revenue:</i>	\$ 15,871.01
<i>Total Revenue For The Month:</i>	\$216,039.53

Anderson County Building & Codes Permits Issued for 2025

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Misc.</u>	<u>Total</u>
January	244	302	147	175	81	31	980
February	253	292	148	194	96	21	1004
March	246	303	166	192	63	45	1015
April	358	126	51	72	54	14	675
May	366	176	80	102	81	70	875
June	406	262	202	204	65	21	1160
July	226	249	112	175	95	38	895
August	191	249	103	128	75	109	855
September	200	275	104	138	88	60	925
October	219	281	145	146	35	63	889
November							0
December							0
Total	2709	2515	1258	1526	733	472	9273

Permits Issued

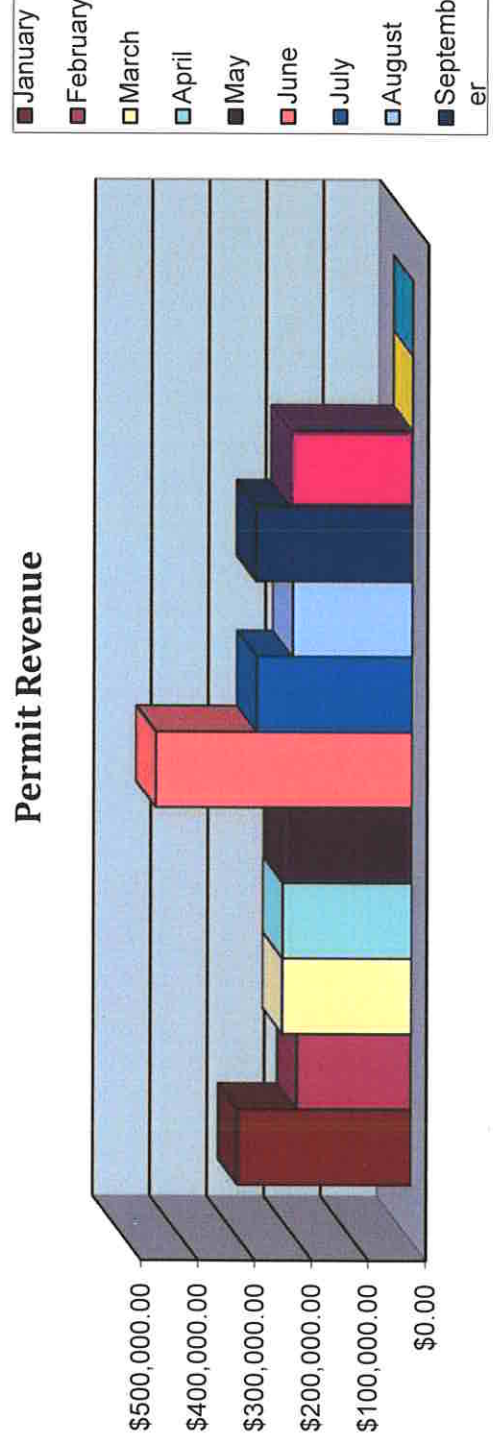


Anderson County Building & Codes

Permit Revenue for 2025

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Misc.</u>	<u>Total</u>
January	\$175,524.60	\$38,453.50	\$15,936.00	\$29,995.00	\$6,221.00	\$39,833.70	\$305,963.80
February	\$120,075.20	\$30,122.00	\$16,518.00	\$22,744.00	\$4,857.00	\$8,372.70	\$202,688.90
March	\$133,484.00	\$34,019.00	\$19,108.00	\$23,627.00	\$4,617.00	\$13,269.50	\$228,124.50
April	\$180,432.63	\$18,195.50	\$6,419.00	\$10,487.50	\$9,208.00	\$3,090.73	\$227,833.36
May	\$156,156.73	\$26,842.50	\$9,291.00	\$17,301.00	\$11,323.00	\$6,241.37	\$227,155.60
June	\$357,417.91	\$31,874.00	\$22,533.50	\$25,169.00	\$8,571.00	\$5,384.72	\$450,950.13
July	\$164,491.65	\$32,802.00	\$13,954.00	\$26,615.00	\$6,052.00	\$30,924.04	\$274,838.69
August	\$114,563.15	\$30,945.11	\$12,797.00	\$19,094.38	\$6,845.00	\$27,647.63	\$211,892.27
September	\$126,752.43	\$43,078.35	\$12,638.00	\$18,393.39	\$5,046.00	\$70,398.64	\$276,306.81
October	\$123,497.70	\$32,308.53	\$17,110.00	\$18,298.29	\$8,304.00	\$16,521.01	\$216,039.53
November							\$0.00
December							\$0.00
Total	\$1,652,396.00	\$318,640.49	\$146,304.50	\$211,724.56	\$71,044.00	\$221,684.04	\$2,621,793.59

Permit Revenue



F.W. DODGE BUILDING STATISTICS

Toll-Free Phone: 877-489-4092

Fax: 800-892-7470

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

For the month of:

Oct-25

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

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

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

PLEASE RETURN THE WEEK OF:

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

Section 1		NEW RESIDENTIAL	Item No. (a)	PRIVATELY OWNED			PUBLICLY OWNED		
		Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)		
		Buildings (b)			Housing Units (c)	Buildings (e)		Housing Units (f)	
Single-Family houses, detached <i>Exclude mobile homes</i>			101	90		\$20,850,057			
Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters			102	6		\$1,242,389			
Two-family buildings			103						
Three-and four-family buildings			104						
Five-or-more family buildings			105						
TOTAL: Sum of 101-105			109	96	0	\$22,092,446	0	0 \$0.00	
Section 2		NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No. (a)	PRIVATELY OWNED			PUBLICLY OWNED		
		Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)		
		Buildings (b)			Housing Units (c)	Buildings (e)		Housing Units (f)	
Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>			213						
Other non-housekeeping shelter			214						
Section 3		NEW NONRESIDENTIAL BUILDINGS	Item No. (a)	PRIVATELY OWNED			PUBLICLY OWNED		
		Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)		
		Buildings (b)			Housing Units (c)	Buildings (e)		Housing Units (f)	
Amusement, social, and recreational			318						
Churches and other religious			319						
Industrial			320						
Parking garages (buildings & open decked)			321						
Service stations and repair garages			322						
Hospitals and institutional			323						
Offices, banks, and professional			324						
Public works and utilities			325						
Schools and other educational			326						
Stores and customer services			327	7		\$3,450,249			
Other nonresidential buildings			328	15		\$387,616			
Structures other than buildings			329	10		\$760,123			
Section 4		ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No. (a)	PRIVATELY OWNED			PUBLICLY OWNED		
		Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)		
		Buildings (b)			Housing Units (c)	Buildings (e)		Housing Units (f)	
Residential - <i>Classify additions of garages and carports in Item 438</i>			434	24		\$1,292,906			
Nonresidential and non-housekeeping			437	10		\$773,879			
Additions of residential garages and carports (attached and detached)			438	11		\$501,976			
Section 5		DEMOLITIONS AND RAZING OF BUILDINGS	Item No. (a)	PRIVATELY OWNED			PUBLICLY OWNED		
		Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)		
		Buildings (b)			Housing Units (c)	Buildings (e)		Housing Units (f)	
Single-family houses (attached and detached)			645	2					
Two-family buildings			646						
Three-and four-family buildings			647						
Five-or-more family buildings			648						
All other buildings, structures or mobile homes			649	1					