



AGENDA
Special Presentation Meeting
Tuesday, April 21, 2026, 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. 2026-018: A Resolution recognizing Dr. Beatrice R. Thompson for an extraordinary lifetime of service to the Anderson Community.

Hon. Glenn Davis

b. 2026-019: A Resolution honoring William “Wills” Johnson for his outstanding fundraising efforts in support of the Powdersville Volunteer Fire Department.

Hon. Jimmy Davis

c. 2026-020: A Resolution recognizing the Williamston Action Community Club and The Caroline Community Center for their historic legacy and enduring service to the people of Williamston and Anderson County.

Hon. Cindy Wilson

d. 2026-021: A Resolution celebrating the 100th Birthday of Frances Juanita Pounds McDuffie and honoring her outstanding service to Anderson County.

Hon. Jimmy Davis

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, April 21, 2026, at 6:30 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

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



2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Brett Sanders

3. APPROVAL OF MINUTES

April 7, 2026

4. ANNUAL REPORT ON APPALACHIAN COUNCIL OF GOVERNMENT SERVICES TO ANDERSON COUNTY

Mr. Steve Pelissier (allotted 10 minutes)

5. SC STATE 4-H CAMP PRESENTATION

Mr. Chase Lollis (allotted 10 minutes)

6. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

7. ORDINANCE THIRD READING:

- a. 2026-014:** An Ordinance to amend Division 2 of Chapter 24, Section 24-49 (Planning Commission) of the Code of Ordinances, Anderson County, South Carolina, to add a provision that a Planning Commission member cannot have an interest in property on which a fee in lieu of tax agreement and/or a special source revenue agreement is proposed; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Tommy Dunn (allotted 5 minutes)

- b. 2026-017:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax and special source credit agreement by and among Anderson County, South Carolina, Signature Foods USA LLC and Signature Foods Real Estate LLC (formerly known to the County and identified collectively as “Project Bento”) with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

- c. 2026-018:** An Ordinance authorizing the execution and delivery of a special source credit agreement by and among Anderson County, South Carolina, Signature Foods USA LLC and Signature Foods Real Estate LLC (formerly known to the county and identified collectively as “Project Bento”) with respect to certain economic development property in the county, whereby such property will receive certain special source credits in respect of investment in related infrastructure; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)



8. ORDINANCE SECOND READING:

- a. **2026-013:** An Ordinance to approve a ground lease agreement between Anderson County, South Carolina, and Blackdog Air, LLC for location of an aircraft hangar at the Anderson Regional Airport; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- b. **2026-022:** An Ordinance creating the Anderson County Agricultural Advisory Board to promote and support local agriculture; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)

- c. **2026-023:** An Ordinance to restrict the use of certain real property owned by Anderson County known as the Lower Mill Site; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)

9. ORDINANCE FIRST READING:

- a. **2026-020:** An Ordinance to adopt Part II of the 2026 Anderson County Comprehensive Plan, which includes the following elements: Cultural Resources, Economic Development, Natural Resources, Resiliency, and Transportation, along with maps and other descriptive matter contained herein.

Ms. Alesia Hunter (allotted 5 minutes)

- b. **2026-024:** An Ordinance to amend Section 2-547 of the Code of Ordinances, Anderson County, South Carolina, regarding the composition of the Anderson County Disabilities and Special Needs Board; and other matters related thereto.

Mr. Chris Sullivan (allotted 5 minutes)

10. RESOLUTIONS:

- a. **2026-022:** A Resolution to suspend consideration of residential developments proposed as conservation subdivisions; and other matters related thereto.

Mr. Jimmy Davis (allotted 5 minutes)

11. EXECUTIVE SESSION:

- a. Receipt of legal advice subject to the attorney client privilege involving Planning Commission appeals taken by Falcon Real Estate Lending, LLC and Von Hollen Investment, LLC.
b. Action following executive session

12. EQUIPMENT DONATION TO HOPE MISSIONS

Mr. Rusty Burns

13. APPROVAL OF TEMPLATE FOR BUSINESS LICENSE AGREEMENT FOR SKYDIVING BUSINESS AT THE ANDERSON REGIONAL AIRPORT

Mr. Rusty Burns



14. APPOINTMENTS:

- a. Sedgewood Special Tax District-District 6

15. REQUEST BY COUNCIL:

- a. David's Table-All Districts
- b. GAMAC-All Districts
- c. Foothills Community Foundation-All Districts
- d. SC State University-District 2

16. ADMINISTRATOR'S REPORT

- a. Special Projects

Mr. Rusty Burns

17. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

18. REMARKS FROM COUNCIL

19. ADJOURNMENT

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

RESOLUTION 2026-018

A RESOLUTION RECOGNIZING DR. BEATRICE R. THOMPSON FOR AN EXTRAORDINARY LIFETIME OF SERVICE TO THE ANDERSON COMMUNITY.

Whereas Dr. Beatrice R. Thompson has devoted more than half a century to Anderson as an educator, public servant, and community leader; and

Whereas educated in Anderson County public schools, Dr. Thompson earned degrees from South Carolina State College, Howard University, Atlanta University, and the University of Georgia, and served Anderson School District Five as a teacher, guidance counselor, school psychologist, and coordinator of psychological services; and

Whereas in 1976 Dr. Thompson made history as the first African American elected to Anderson City Council and later became the first African American and first council member elected President of the Municipal Association of South Carolina; and

Whereas Dr. Thompson also gave visionary leadership to the Westside Community Center, helped transform the old Westside High School into a center of hope and service, and strengthened the community through the Dream Team Initiative and many civic and church efforts; and

Whereas her extraordinary record of achievement has been recognized through honors including the Order of the Palmetto and the E. Allison Farlow Award, reflecting a lifetime spent lifting others and strengthening the Anderson community;

Now, therefore, be it resolved that Anderson County Council, in a meeting duly assembled this seventh day of April 2026, does hereby recognize and honor Dr. Beatrice R. Thompson for extraordinary lifetime service to the Anderson community and extend its gratitude for her enduring example of leadership, faithfulness, and public service.

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

RESOLUTION 2026-019
A RESOLUTION HONORING WILLIAM “WILLS” JOHNSON
FOR HIS OUTSTANDING FUNDRAISING EFFORTS
IN SUPPORT OF THE POWDERSVILLE VOLUNTEER FIRE DEPARTMENT

WHEREAS, William “Wills” Johnson will graduate with Honors from Johnson Academy in Spring 2026, having already earned an Associate of Science degree in Aeronautics from Embry-Riddle Aeronautical University, and has demonstrated exceptional achievement in aviation by earning his Private Pilot Certificate at age seventeen; and

WHEREAS, Wills has further distinguished himself as a Cadet Captain in the Civil Air Patrol, where he has earned multiple prestigious awards and serves in leadership roles within the South Carolina Wing and Greenville Composite Squadron; and

WHEREAS, in addition to his academic and leadership accomplishments, Wills has demonstrated an extraordinary commitment to public service and to the citizens of Anderson County through his fundraising efforts on behalf of the Powdersville Volunteer Fire Department; and

WHEREAS, after assisting Maddux Doll in raising nearly \$5,000 for the Department last spring, Wills, in collaboration with his neighborhood and community supporters, successfully raised \$8,000 this year, which was presented on April 7, 2026, to Chief Corey McDowell, Assistant Chief Chris Goodman, and Captain Jesse King; and

WHEREAS, his leadership, generosity, and commitment to public service reflect great credit upon himself, his family, and the Anderson County community, and serve as an inspiration to others.

NOW, THEREFORE, BE IT RESOLVED that Anderson County Council, in a meeting duly assembled this 21st day of April, does hereby honor William “Wills” Johnson for his outstanding fundraising efforts in support of the Powdersville Volunteer Fire Department and extends sincere appreciation for his service, leadership, and dedication to the citizens of Anderson County.

ANDERSON COUNTY COUNCIL:

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

RESOLUTION 2026-020

A RESOLUTION RECOGNIZING THE WILLIAMSTON ACTION COMMUNITY CLUB AND THE CAROLINE COMMUNITY CENTER FOR THEIR HISTORIC LEGACY AND ENDURING SERVICE TO THE PEOPLE OF WILLIAMSTON AND ANDERSON COUNTY.

Whereas the Caroline Community Center traces its roots to the 1870s, when Caroline School was founded by Forest Washington, named for his wife Caroline, and sustained by Black families of the Williamston community as one of the region’s earliest schools for African Americans; and

Whereas after decades of service, fire, rebuilding, and eventual closure as a public school, community leaders in 1985 formed the Williamston Action Community Club to preserve the structure, honor its legacy, and establish the Caroline Community Center; and

Whereas since that time the Williamston Action Community Club has transformed the site into a multi-purpose community hub serving youth, seniors, families, and individuals through education, outreach, emergency preparedness, recovery support, and other community-centered programs; and

Whereas the Williamston Action Community Club and the Caroline Community Center stand as enduring symbols of resilience, unity, and service in Williamston, and the Founder’s Day Banquet offers a fitting occasion to recognize the generations of vision, sacrifice, and stewardship embodied in this institution.

Now, therefore, be it resolved that Anderson County Council, in a meeting duly assembled this twenty-first day of April 2026, does hereby recognize and honor the Williamston Action Community Club and the Caroline Community Center for their historic legacy and enduring service, and extend its appreciation for their continuing work to preserve the past, serve the present, and strengthen the future of the Williamston community and 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

RESOLUTION 2026-020
A RESOLUTION CELEBRATING THE 100TH BIRTHDAY OF
FRANCES JUANITA POUNDS McDUFFIE
AND HONORING HER OUTSTANDING SERVICE TO ANDERSON COUNTY

WHEREAS, Frances Juanita Pounds McDuffie was born on May 2, 1926, in Birmingham, Alabama, and later made Piedmont, South Carolina, her home; and

WHEREAS, in 1945, she married Edward Flack McDuffie, Jr., and faithfully supported him throughout his twenty-six-year career as a commissioned officer in the United States Air Force, demonstrating strength, devotion, and resilience through numerous relocations and times of national service; and

WHEREAS, she is the proud mother of three children and is further blessed with six grandchildren and five great-grandchildren; and

WHEREAS, after settling in Piedmont in 1970, Mrs. McDuffie became a devoted servant of Anderson County through her faithful leadership at Shiloh United Methodist Church, her service with Piedmont and Anderson Meals on Wheels, and her work as a Trustee of the Piedmont Community Improvement Association in helping establish the Piedmont Medical Center; and

WHEREAS, as a Trustee of the Piedmont Community Improvement Association, Inc., she played an instrumental role in bringing primary medical care to the Piedmont community through the establishment of the Piedmont Medical Center in 1983; and

WHEREAS, in recognition of her exceptional Christian service and dedication to her fellow citizens, she was honored in 1982 as Person of the Year by The Wren Community Ruritan Club; and

WHEREAS, throughout her remarkable 100 years, Frances Juanita Pounds McDuffie has touched countless lives through her steadfast service, enduring faith, and unwavering commitment to the betterment of Anderson County;

NOW, THEREFORE, BE IT RESOLVED that the Anderson County Council, in a meeting duly assembled this 21st day of April 2026, does hereby celebrate and honor Frances Juanita Pounds McDuffie on the occasion of her 100th birthday and expresses its sincere appreciation for her extraordinary lifetime of service to Anderson County and its citizens.

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
APRIL 7, 2026

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: We'll get
2 started on our special presentation meeting of Tuesday,
3 April the 7th. I want to thank everybody for coming
4 out tonight and participating in the thing.

5 We'll start off with Resolution/Proclamation --
6 this is 2(a), 2026-015:

7 A RESOLUTION DESIGNATING APRIL 2026 AS FAIR HOUSING
8 AWARENESS MONTH IN ANDERSON COUNTY; AND OTHER MATTERS
9 RELATED THERETO.

10 Councilman Elgin.

11 GREG ELGIN: Thank you, Mr.
12 Chairman.

13 Again, this is Resolution 2026-015, a Resolution
14 designating April 2026 as fair housing awareness month
15 in Anderson County, and other matters related thereto.

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

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

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

27 WHEREAS, April is recognized nationally as Fair
28 Housing Month;

29 NOW, THEREFORE, BE IT RESOLVED that Anderson County
30 Council does hereby designate April 2026 as Fair
31 Housing Month.

32 Put that in the form of a motion.

33 TOMMY DUNN: Have a motion;
34 second by Ms. Wilson. Any discussion? All in favor of
35 the motion show of hands. All opposed like sign. Show
36 the motion carries unanimously.

37 Going to move on now to item 2(b), 2026-016,
38 A RESOLUTION RECOGNIZING APRIL 2026 AS AUTISM
39 ACCEPTANCE MONTH AND PROMOTING AWARENESS, INCLUSION,
40 AND SUPPORT THROUGHOUT ANDERSON COUNTY.

41 This will be Councilman Sullivan.

42 CHRIS SULLIVAN: Thank you, Mr.
43 Chairman.

44 This is Resolution 2026-016:

45 A RESOLUTION RECOGNIZING APRIL 2026 AS AUTISM
46 ACCEPTANCE MONTH AND PROMOTING AWARENESS, INCLUSION AND
47 SUPPORT THROUGHOUT ANDERSON COUNTY.

48 WHEREAS, Autism Spectrum Disorder (ASD) is a
49 complex neurodevelopmental condition affecting
50 communication, social interaction, behavior, and

1 sensory experiences across the life span; and
 2 WHEREAS, individuals with autism may face
 3 challenges that impact daily life but also bring unique
 4 strengths, perspectives, and contributions to our
 5 communities; and

6 WHEREAS, all individuals deserve respect,
 7 understanding, and acceptance, and a society that
 8 values and supports people of all abilities; and

9 WHEREAS, individuals with autism, along with their
 10 families and care givers, continue to advance
 11 awareness, advocacy, research, and access to services
 12 that improve opportunities and quality of life; and

13 WHEREAS, a collaborative approach strengthens
 14 understanding of ASD, expands resources, and promotes
 15 inclusion across all stages of life; and

16 WHEREAS, South Carolina joins communities worldwide
 17 in recognizing April as Autism Acceptance Month,
 18 celebrating the contributions of autistic individuals
 19 while raising awareness of the challenges they may
 20 face; and

21 WHEREAS, autism affects 1 in 31 children in South
 22 Carolina and approximately 5.4 million people in the
 23 United States;

24 NOW, THEREFORE, BE IT RESOLVED that Anderson County
 25 Council hereby designate April 2026 as Autism
 26 Acceptance Month in Anderson County and encourages all
 27 residents to increase awareness, promote inclusion,
 28 support individuals with autism and their families, and
 29 help ensure every individual has the opportunity to
 30 achieve their highest quality of life.

31 And I'll put that in the form of a motion.

32 CINDY WILSON: Second.

33 TOMMY DUNN: Have a motion
 34 by Councilman Sullivan; and second by Councilman Elgin.
 35 Open the floor up for discussion. Hearing none, all in
 36 favor of the motion show of hands. All opposed like
 37 sign. Show the motion carries unanimously.

38 We're going to move to item number 2.

39 GREG ELGIN: We've got some
 40 folks here.

41 TOMMY DUNN: Oh, I'm sorry.
 42 Step on up here.

43 **PRESENTATION OF RESOLUTION**

44 **APPLAUSE**

45 TOMMY DUNN: Now we'll move
 46 on to item number 2(c), A PROCLAMATION DECLARING APRIL
 47 2026 AS CHILD ABUSE PREVENTION MONTH IN ANDERSON
 48 COUNTY.

49 Councilman Glenn Davis.

50 GLENN DAVIS: Thank you, Mr.

Anderson County - Special Presentation Meeting - April 7, 2026

1 Chairman. THIS IS A PROCLAMATION FOR CHILD ABUSE
2 PREVENTION MONTH.

3 WHEREAS, every child deserves to grow up in a safe,
4 stable, and nurturing environment, free from abuse and
5 neglect; and

6 WHEREAS, child abuse and neglect have long-term
7 psychological, emotional, and physical effects that can
8 have lasting consequences for victims and their
9 families; and

10 WHEREAS, preventing child abuse and neglect is a
11 community responsibility that depends on the
12 involvement of all citizens; and

13 WHEREAS, effective child abuse prevention
14 activities succeed because of the partnerships created
15 between child welfare professionals, education, health,
16 community and faith-based organizations, businesses,
17 law enforcement, and families; and

18 WHEREAS, in Anderson County, New Foundations Home
19 for Children and Calvary Home for Children, two
20 nonprofit organizations, work tirelessly to provide
21 safe, nurturing environments for children who have been
22 impacted by abuse and neglect, offering them hope and
23 healing; and

24 WHEREAS, Child Abuse Prevention Month is an
25 opportunity to recognize the dedicated professionals
26 and volunteers who work daily to protect children and
27 to renew our commitment to ensuring the well-being of
28 every child in our community;

29 NOW, THEREFORE, the Anderson County Council does
30 hereby proclaim April 2026 as CHILD ABUSE PREVENTION
31 MONTH in Anderson County, South Carolina, and urges all
32 citizens, businesses, and organizations to join in the
33 effort to prevent child abuse and neglect by promoting
34 awareness, supporting families, and working together to
35 create a safer environment for our children.

36 PROCLAIMED this 7th day of April 2026.

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

38 JIMMY DAVIS: Second.

39 TOMMY DUNN: Have a motion
40 by Councilman Glenn Davis; and second by Councilman
41 Jimmy Davis. Open the floor up for discussion.

42 JIMMY DAVIS: Mr. Chair, if I
43 may?

44 TOMMY DUNN: Councilman
45 Jimmy Davis.

46 JIMMY DAVIS: I think if we
47 look at this, it's actually biblical that we take care
48 of our young people. And I'm a proud supporter of
49 these organizations and all the great work they do.
50 And I'm thankful for them in Anderson County today.

1 Thank you, Mr. Chair.
2 TOMMY DUNN: Thank you.
3 Anyone else? All in favor of the motion show of hands.
4 All opposed like sign. Show the motion carries
5 unanimously.
6 Meeting will be adjourned. We'll reconvene here at
7 6:30 to start our regular Council meeting.
8
9 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:11 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
APRIL 7, 2026

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 I'd
2 like to call the regular Anderson County Council
3 meeting of April the 7th to order. I'd like to welcome
4 each and every one of y'all here tonight. Thank y'all
5 for coming out and participating in your local
6 government.

7 At this time I'll ask that we all rise and as we
8 do, I'd like to ask for a moment of silence in
9 remembrance of Ms. Bobbi Brooks. She was the first
10 lady EMS Chief in Anderson County at the Williamston
11 Rescue Square, and Mr. Ernest Locke, a long-time
12 Anderson County extension service for Clemson
13 University, worked the Anderson area.

14 Let's keep those familiar in our thoughts and
15 prayers, please. We'll have a moment of silence.

16 **MOMENT OF SILENCE**

17 TOMMY DUNN: Amen. Now, at
18 this time I'll ask Councilman Elgin if he'll lead us in
19 the invocation and pledge of allegiance, please.

20 GREG ELGIN: Thank you, sir.
21 If you would just bow your heads, please.

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

23 TOMMY DUNN: At this time,
24 are there any corrections or changes to be made to the
25 March 17th, 2026 minutes?

26 CINDY WILSON: May I, Mr.
27 Chairman?

28 TOMMY DUNN: Yes, ma'am.

29 CINDY WILSON: Wherever the
30 minutes say The Court, apparently there was a
31 Scrivener's error. And I think it's usually your name
32 that was the speaker. So I make the motion we accept
33 the minutes as amended.

34 TOMMY DUNN: Ms. Wilson
35 makes the motion to accept the minutes with those
36 changes. Do we have a second?

37 GLENN DAVIS: Second.

38 TOMMY DUNN: Second by
39 Councilman Glenn Davis. All in favor of the motion
40 show of hands. All opposed like sign. Show the motion
41 carries unanimously.

42 We're going to move on to item number 4,
43 presentation to Council from Rebuild Upstate, Jake
44 Beaty.

45 JAKE BEATY: Hello
46 everybody. I'm going to move this up. I'm kind of
47 tall.

48 My name is Jake Beaty. I'm the CEO of Rebuild
49 Upstate, and I'm honored to be with you all tonight.
50 Each year, Rebuild Upstate recognizes a home repair

1 champion, and this person, or group of people who
 2 receives this award is recognized for playing a major
 3 role in supporting and advancing the mission of Rebuild
 4 Upstate, which helps us repair homes and restore hope
 5 to neighbors in the upstate through significant and
 6 consistent financial support.

7 So on behalf of Rebuild Upstate, I am very honored
 8 to name our 2025 home repair champion as the governing
 9 body of Anderson County. Since our founding, Rebuild
 10 Upstate has completed 1,294 critical home repairs
 11 across 371 households in Anderson County. And the
 12 majority of those have happened since the year 2023
 13 because seeing our desire to help make this community
 14 safer, Anderson County made a bold decision in 2023 to
 15 create a new funding partnership with Rebuild Upstate.

16 And in the first year of that partnership, we
 17 tripled the number of homes we were able to repair in
 18 this county. Plus Anderson County has also generously
 19 donated a work truck to our program, growing our
 20 capacity and providing more efficiency for home repair
 21 services. This partnership also allowed us to create a
 22 new regular volunteer team dedicated to Anderson County
 23 projects.

24 And all of this translates to hundreds of low
 25 income older adults, veterans and people with
 26 disabilities and families with children now living
 27 safer in their homes, while also holding to the
 28 generational wealth and equity of those homes.

29 And with the recent addition of Disaster Assistance
 30 Program funding, Rebuild Upstate has successfully
 31 served additional homeowners impacted by Hurricane
 32 Helene and other storms, as well. So Anderson County
 33 serves as a leader among its peers in the ways they
 34 lead with integrity and invest in safe housing for its
 35 most vulnerable residents, and Rebuild Upstate is
 36 honored to stand in partnership with the county and the
 37 shared goals of preserving homes for years to come.

38 So it is our honor to present Anderson County with
 39 this award. Thank you for your support and
 40 partnership.

41 TOMMY DUNN: Appreciate
 42 y'all very much.

APPLAUSE

44 TOMMY DUNN: Thank y'all
 45 very much. Let's step down there.

PRESENTATION OF AWARD

APPLAUSE

48 TOMMY DUNN: Moving on to
 49 item number 5, citizens' comments. When Mr. Harmon
 50 calls your name, please step forward. You have three

1 minutes. Please address the chair. State your name
 2 and district. If you don't know your district, a road
 3 address. You ain't got to give your house number of
 4 nothing, but road, so for the record people will know
 5 this. Mr. Harmon.

6 LEON HARMON: Mr. Chairman,
 7 first speaker ---

8 TOMMY DUNN: Excuse me. The
 9 first go around is on agenda items only. Mr. Harmon.

10 LEON HARMON: Mr. Chairman,
 11 first speaker is Dave Shalaby. He's on here to speak
 12 to two different ordinances.

13 DAVE SHALABY: Good evening.
 14 Dave Shalaby from District 4, 6275 Highway 187. I'm
 15 here to speak about 2026-015, the Duke Energy fee in
 16 lieu deal.

17 I'm a proponent of us trying to make as much money
 18 as we can on this deal. This fee in lieu deal is for 4
 19 percent, not the, not the standard 6 percent and it's
 20 for 40 years.

21 I understand there's a concern at the County
 22 Council level that we're worried if we vote this down,
 23 that we might actually lose the, lose the power plant
 24 and we won't get anything. There are two locations in
 25 Anderson County that they were evaluating. It's not
 26 easy to select a location. But I would like us to see
 27 -- I would like you guys to vote no on this if you
 28 could, because I think we should get the maximum
 29 revenue from this for tax revenue for things like
 30 roads.

31 Now I know this Council was very, was very
 32 instrumental in that one percent sales tax, pushing
 33 that idea of us -- for our roads. But I would like you
 34 to be as instrumental in voting this fee in lieu deal
 35 down to get the maximum tax revenue so we could
 36 possibly put it towards our roads. So thank you.

37 Do I get another, do I get another three minutes on
 38 my other one?

39 TOMMY DUNN: You get three
 40 minutes. You still got time?

41 DAVE SHALABY: So on the
 42 airport, on the airport lease, I didn't notice any kind
 43 of value for the lease amount. But one thing I wanted
 44 to ask -- mention is that if we have -- if the county
 45 has property that we can actually build, build hangar
 46 space on, and we could actually lease hanger space, I'd
 47 like us to see maybe if we could do a little bit more
 48 in leasing our own property and raising our own
 49 revenue, as opposed to giving a private citizen the
 50 opportunity to build their own building. And I

1 understand we get that building back in 30 years. But
2 it would be nice if we just took a bond on that revenue
3 and go ahead and just make that money for ourselves.
4 And I think if we can look for opportunities going
5 forward, before we lease out or sell property that
6 Anderson County owns, where we can enterprise that
7 money ourselves, I'd like to see that done.

8 So I wouldn't be in favor of that third reading
9 either. And certainly, if we're going to do the third
10 reading on that, we should probably make public what
11 the lease amount is going to be to that private
12 individual. Thank you.

13 TOMMY DUNN:

Mr. Harmon.

14 LEON HARMON:

Mr. Chairman,

15 next speaker is Collin Alexander.

16 COLLIN ALEXANDER:

Good evening.

17 My name is Collin Alexander, District Seven, 1105
18 Bellmare Way over in Williamston.

19 So I've got a lot of thoughts here, and I'll try
20 and be brief here within three minutes. So members of
21 the Council and fellow taxpayers, I stand here before
22 you because I believe in the future of Anderson County.
23 And my concern here with the deal that you are
24 proposing to Duke Energy for an agreement on a gas
25 plant that's not an investment in our future, but
26 rather, it was a quick and easy deal that Anderson
27 County has decided to take.

28 There's a myth of necessity that currently pervades
29 the council's decisions of late, and let's be clear
30 about the leverage in this negotiation. Duke Energy
31 didn't pick Anderson County out of the kindness of
32 their corporate hearts. They did it because this -- or
33 because of the tax break that we are offering. They
34 chose us because they had to. Our existing
35 infrastructure and proximity to the water sources
36 required to run a plant of this magnitude makes this
37 site one of the few viable sites that they could build
38 on.

39 Duke has also received massive regulatory
40 assistance from the state via the South Carolina Energy
41 Security Act, meaning they likely wouldn't go to
42 another state. This makes their process and procedures
43 to receive permits much quicker, so they wouldn't have
44 received that in other states. Duke was already coming
45 here. We had all the cards. Yet we decided to fold
46 during negotiations.

47 Should this FILO be approved, you are sacrificing
48 the tax revenue, equaling \$2.5 billion over 40 years.
49 For what? To lure a utility company that will simply
50 pass its capital expenses and tax burdens onto the

1 customers anyway. That's a key point.

2 Ladies and gentlemen, here's the bitter irony.
3 Anderson County is essentially being asked to subsidize
4 the energy infrastructure of the entire state of South
5 Carolina. This plant is not built to lower your energy
6 bills. It's to feed a grid that spans hundreds of
7 miles, yet you're being asked to bear the environmental
8 and financial brunt. We are providing the land and the
9 water while giving away the revenue that should be
10 paving our roads and supporting the rest of the
11 county.

12 But the most devastating blow isn't just what we
13 lose in taxes, it is the loss of investment in our best
14 assets, our children's future. I urge the Council to
15 look closely at our index of taxpayer ability, or ITA.
16 For those unfamiliar with the state's current -- or the
17 state school's funding formula, the ITA is a measure of
18 a county's relative wealth compared to the rest of
19 South Carolina. It is the primary tool the state uses
20 to determine how much money it sends to our local
21 classroom.

22 And here's the trap we will fall into by approving
23 this fee in lieu. The state calculates this index
24 based on the full market property value within its
25 borders. By approving of this project, a project of
26 this magnitude, you are adding a massive paper wealth
27 to Anderson County. On the state's ledger, we will
28 suddenly look like we have much more wealth than we
29 really do. Because the Education Finance Act of 1977
30 assumes that a wealthy county can pay for its own
31 schools, or ITA will spike. When that index goes up,
32 our school funding for local schools goes down. But
33 here's the reality, that wealth is a phantom because of
34 the lenient fee in lieu terms that you are proposing,
35 the actual cash coming into our county won't nearly
36 match the value the state thinks we have. We'll be
37 stuck in a funding gap.

38 LEON HARMON: Time, Mr.

39 Chairman.

40 TOMMY DUNN: Thank you.

41 Mr. Harmon, next.

42 LEON HARMON: Next speaker is

43 ---

44 **APPLAUSE**

45 TOMMY DUNN: Hold it down.

46 LEON HARMON: Mr. Chairman,

47 next speaker is Judith Polson.

48 JUDITH POLSON: Hello, I'm

49 living in District One, 116 James Lawrence Orr Drive.

50 I am coming to ask you to reconsider the whole notion

1 of accepting this huge gas plant.

2 First of all, it's detrimental to health. We just
3 talked about Rebuild Upstate, and how much you are
4 being appreciated for making -- helping to make more
5 homes safe. But this gas plant is jeopardizing a ton
6 of people's health. Health is something you can't put
7 a price on. And I was -- from what I have read,
8 methane as it leaks out of any kind of gas facility,
9 and one this huge will be leaking methane to -- and any
10 exposure to one of the PFAs that occurs when methane
11 mixes with the air, it causes tremendous damage to the
12 health.

13 These are pretty new things that we're dealing
14 with, these big gas plants. And I don't think our
15 Anderson County people deserve to be guinea pigs like
16 some of the other places around the country. I believe
17 that they are -- their health does suffer from these.

18 And the Southern Environmental poverty -- the
19 Southern Environmental Law Center agrees. They produce
20 a lot of methane, and methane is one of the most
21 dangerous of chemicals that can get into our air as --
22 I could just go on and on about that, but that's the
23 main reason we should oppose it.

24 And if we are not going to oppose it, if I have
25 guessed that, then we should definitely go with fee in
26 lieu of. And if they decide not to accept it, I would
27 prefer that myself, because this, this is a dangerous
28 plant.

29 It's, it's in a place where there's a school, and I
30 know that the school -- the superintendent has agreed.
31 She's welcoming this. But that's her job is to find
32 money for her school. That is her job. But I think
33 she can find it in some other way than by jeopardizing
34 the children's health.

35 And we should be more cautious than what we have
36 been. I think that we, you know, we could -- we're up
37 for lawsuits if we -- you know, somebody can prove that
38 the law -- this plant has caused their father to have a
39 heart attack.

40 My good friend, her blood pressure went up for no
41 reason, and she went to the doctor and found out that
42 15 other people that day had come with the same thing.
43 They all were taking their meds. There was no reason
44 for her blood pressure to spike, but it was enough for
45 her to go to the hospital. And as one of my other
46 friends said, well, Duke Power is laying down lines,
47 that's why. Thank you.

48 TOMMY DUNN:

Next, Mr.

49 Harmon.

50 LEON HARMON:

Mr. Chairman,

1 next speaker is Ally Engle.

2 ALLY ENGLE: Gentlemen,
3 ladies, my name is Alexandra Engel. I go by Ally.
4 I am a mechanical engineer by trade. I have worked
5 in environmental and I have worked in project
6 management for almost 25 years of my adult life.

7 What I want you to understand is not just the fee
8 in lieu, which Mr. Alexander absolutely gave you a
9 wonderful expectation of. I also want you to
10 understand the annual amount that he did not break it
11 down to. It is \$65 million a year that you are putting
12 on the table and handing over to a major corporation
13 who has done nothing but capitalize on this area.

14 Anderson, South Carolina is in the process of
15 growing. We are actually trying to revitalize this
16 downtown area. And the particulate matter that Mrs.
17 Polson brought up, those things will go as far north as
18 Target and Walmart, and as far west as past the
19 Regional Airport. It will also go as far south as
20 halfway between Starr and Iva.

21 The issues with the particulate matter are that
22 they will cause children to have asthma that did not
23 have it before. It will cause problems for people and
24 seniors that have COPD. It also has a record of
25 causing heart attacks, basically, mostly mild. But in
26 Homeland Park, are you going to tell me that people
27 that have to walk to the hospital are going to get
28 there in time?

29 I am very concerned over the fact that no one is
30 talking about those issues, let alone the impact on the
31 environmental. Environmentally, they will be taking
32 that water out of Hartwell Lake. We all know that. If
33 they take that water out of Hartwell Lake, and the
34 contract that the Army Corps of Engineers has with Duke
35 Power is in their favor to take that level lower and
36 let that lake warm up even more than it does sometimes,
37 we will have additional problems with the black algae.
38 We will have problems with our environmental worse with
39 the fish than we already do. We will have problems
40 being able to sustain deer that people in Homeland Park
41 and the lower west side and lower Anderson actually
42 count on those deer to feed them, often, especially in
43 times like now, where our economics are absolutely
44 killing the groceries and gas for these people to get
45 to work and to feed themselves and their families.

46 The human aspect alone is unacceptable, but \$65
47 million that could be used to help address health
48 issues in the area, \$65 million a year that could be
49 used in order to guarantee our schools are taken care
50 of. \$65 million a year to take care of our roads. And

1 we're going to give that to a major corporation that
2 couldn't care less about any of us.

3 Now the revitalization of the downtown area is
4 important, and I want you to think about how that will
5 affect them with that particulate matter also.

6 Thank you. I yield.

7

APPLAUSE

8 TOMMY DUNN: Hold it down.
9 Mr. Harmon.

10 LEON HARMON: Next speaker is
11 Nancy Looney.

12 NANCY LOONEY: Good evening.
13 My name is Nancy Looney. I live in the District Three
14 area on Zula Circle down in Starr.

15 I come to you guys as a lifelong resident of
16 Anderson County. I've spent the majority of my life in
17 the Starr/Iva area, and I currently live within two
18 miles of the proposed site. I want to speak on Project
19 Beeswax; cute name.

20 I ask you to reconsider the fee in lieu of taxes
21 for Duke Energy, or even, you know, if we can just get
22 away from building the new plant. A lot of the people
23 in front of me have already touched on some of these
24 issues, but I hope that if you hear them again and
25 again, it'll relay.

26 First, I hope that you would consider the
27 ramifications that this plant will have on the
28 residents nearby. Although the technology is described
29 by Duke Energy as state of the art, it is not free from
30 releasing air pollutants that will negatively impact
31 the respiratory functions of children, seniors and
32 those with respiratory illnesses like asthma and COPD.
33 I fall in that category. I have asthma. If you've
34 ever not been able to breathe on your own, it really
35 sucks. Hope you don't experience it.

36 Secondly, I am concerned about the impact of the
37 plant in our local environment. Natural gas plants
38 release nitrogen dioxide, which causes nutrient
39 pollution, and then algae blooms in our local waters.
40 This all comes from the epa.gov. Just last year, the
41 South Carolina Department of Environmental Services
42 released a recreational watch for harmful algae blooms
43 in Lake Hartwell, which is only about five miles from
44 the proposed site. Again, that comes from the
45 Department of South Carolina Environmental Services
46 page. So with that, it will become more prominent for
47 our local waters to experience algae blooms causing an
48 increase in illness in humans and pets exposed. If you
49 have dogs, they get into an algae bloom, it can kill
50 them.

1 And that is where I want to go with my argument.
 2 Duke Power will contribute to climate change with this
 3 new power plant, but they will not pay for the
 4 consequences. And those consequences can be dramatic.
 5 Just look at the numbers for Hurricane Helene that we
 6 had two years ago. The estimated economic costs were
 7 around \$100 billion. And to assist with this damage,
 8 FEMA spent only \$3 billion. The other \$97 billion has
 9 been coming from private and local resources. So even
 10 though the principle that the polluters should pay is a
 11 fundamental principle in United States Environmental
 12 Law. In practice, a lot of polluters know how to avoid
 13 this principle and don't contribute for the damage they
 14 do.

15 Therefore we have an opportunity now to make
 16 Anderson County a little bit more resilient towards
 17 future disasters like hurricanes, like Hurricane
 18 Helene. I propose that we make Duke Power pay their
 19 fair share of taxes and use some of those extra tax
 20 revenues to build up some savings that can support our
 21 community during major disasters in the future.

22 I very well remember a lesson from a history
 23 teacher in high school. He taught us that governing is
 24 working for the future. And I think that the Council
 25 here has an opportunity to do some real governing and
 26 do something good for the future of Anderson County.
 27 Please make Duke Power pay a fair contribution to our
 28 community and make us more resilient.

29 Thank you for your attention.

30 **APPLAUSE**

31 TOMMY DUNN: Mr. Harmon?
 32 LEON HARMON: Mr. Chairman,
 33 next speaker is Alan Goldsmith.

34 ALAN GOLDSMITH: My name is Alan
 35 Goldsmith. I'm at 117 Kenneth Court in Pendleton in
 36 District Four.

37 FILO agreements are usually justified as a way of
 38 attracting valuable investment, especially jobs that
 39 might otherwise go to neighboring jurisdictions. What
 40 then do we gain by giving Duke Energy such a break on
 41 its ill conceived gas generation plant?

42 The South Carolina Environmental Law Project
 43 estimates that the county would lose about two and a
 44 half billion dollars in revenue, tax receipts that
 45 could be spent on needed public services instead. This
 46 plant would increase air and water pollution and damage
 47 wetlands. Its use of fossil fuels is the exact
 48 antithesis of what climate change requires us to do.

49 The only reason for building this facility is the
 50 insatiable need that data centers have for power. Does

1 Duke really need yet another incentive? The
 2 beneficiaries of FILOs, like the one under
 3 consideration here, are large companies jumping on the
 4 AI bandwagon wherever and however they can. Certainly
 5 not residents who will have to foot the bill for
 6 increased electric rates and environmental degradation.

7 Once again, we see the marketplace and profits
 8 given precedence over the public good. Which raises a
 9 more general concern. What policies and guardrails
 10 does this Council have in place to control the
 11 proliferation of these data centers? Meta is currently
 12 partnering to build a gigantic solar farm in Orangeburg
 13 County that will occupy 800 to 1000 acres and power its
 14 first AI complex in the state. That's the size of 756
 15 football fields, or one and a half square miles. Twice
 16 the size of this Hazelhurst, Georgia solar farm.

17 Is this what we want our county to look like in the
 18 coming years? More eyesores on top of cookie cutter
 19 subdivisions that are already a scourge. Are these
 20 signposts perhaps pointing towards a dystopian future
 21 where robots and virtual reality make humans obsolete?

22 Making the wrong choice here tonight is where that
 23 future starts. Thank you.

24 **APPLAUSE**

25 TOMMY DUNN: Mr. Harmon.

26 LEON HARMON: Mr. Chairman,

27 next speaker is Dr. Ernest Mackins.

28 ERNEST MACKINS: Good evening,

29 Anderson County Council. This is Dr. Ernest C.
 30 Mackins. I am in District Five, Dobbins Bridge Road.

31 And I stand before you today because I am a
 32 lifelong educator, teacher, pastor in the local
 33 community. And I stand here to ask you and urge you
 34 not to vote -- well, to basically vote no on this Duke
 35 Power plant, this gas power plant. And it's not just
 36 for me, it's for future generations.

37 I think, as a Council, we have to understand that
 38 God sometimes calls us to be servants and to take care
 39 of what is given to us. And so as a person in the
 40 community, one who has been here 34 years, what we're
 41 doing right now, if you say yes, you are basically
 42 giving away our children's future. And I'm not just
 43 talking about the lost revenue. You already know that
 44 our whole country has decided to turn their back on
 45 health care, and so just think about all the health
 46 issues that people are going to come down with,
 47 probably some types of cancer that we're unaware of,
 48 probably all kinds of diseases that we have no cures
 49 for. And with the way that the country is running
 50 right now, healthcare is going to be the primary

1 issue.

2 Let me tell you something. Without your health,
3 you are nothing. And if you don't believe me, get sick
4 and see what happens to you.

5 And then the second thing I want you to understand
6 is this. These companies always come into our
7 counties, and counties like ours and offer a whole
8 bunch of jobs, and they say we're going to give you 100
9 jobs. 100 jobs in turn for what? Then they wind up
10 giving 30 jobs to 30 people they select. And all these
11 people that really need jobs don't have the jobs.
12 That, to me, is very disturbing.

13 And then the fact that we are going to leave \$65
14 million on the table. As an educator, I know how poor
15 some of our schools are, and that we need the money,
16 not just for the classrooms and for the students, but
17 you need it for teachers' salaries and teacher
18 retention. But nobody wants to focus in on that.
19 You're looking at the immediate thing. What can I get
20 right now, rather than thinking about our future? And
21 when I say that, I mean my son's future, because he
22 just graduated college here, Anderson College, just a
23 few months back. And I tell you, it's hard finding a
24 job in this economy. It's not a good economy.

25 And then the last thing, and then I'm going to get
26 out of your way. I urge you to vote no, because we'll
27 have lost tax revenue, and then higher taxes for all of
28 our consumers. And right now, affordability is the
29 main problem that we have across this whole country.

30 So I appreciate your time, and I still urge you to
31 vote no.

32 **APPLAUSE**

33	TOMMY DUNN:	Mr. Harmon.
34	LEON HARMON:	Mr. Chairman,
35	no one else has signed up.	
36	TOMMY DUNN:	Thank you, Mr.
37	Harmon.	

38 We'll move on now to item number 6(a), Ordinance
39 third reading, 2025-065, an Ordinance to approve ground
40 lease agreements between Anderson County, South
41 Carolina, and Carolina Real Estate Consultants, LLC,
42 and Heartland Properties of New Ulm, LLC for location
43 of aircraft hangars at Anderson Regional Airport; and
44 other matters related thereto.

45 This will be a public hearing. Anyone wishing to
46 speak to this matter, step forward. You have three
47 minutes. And please address the chair, please. Anyone
48 at all? Anyone? Public hearing will be closed.

49 Do we have a motion to move this forward or deny?
50 BRETT SANDERS: I make a motion

1 to move it forward, sir.
2 TOMMY DUNN: Mr. Sanders
3 makes a motion to move it forward. Ms. Wilson, you
4 second?
5 CINDY WILSON: Yeah.
6 TOMMY DUNN: Ms. Wilson
7 seconds. Open the floor up for discussion. Seeing and
8 hearing none, all in favor of the motion show of hands.
9 All opposed like sign. Show the motion carries
10 unanimously.
11 Moving on to item number (b), 2026-011, an
12 Ordinance to transfer an easement interest in real
13 property, located at the Anderson County Sports &
14 Entertainment Center, to Duke Energy Carolinas, LLC;
15 and other matters related thereto.
16 This will be a public hearing. Anyone wishing to
17 speak to this matter, please step forward. State your
18 name and district. You have three minutes. Please
19 address the chair, please. Anyone at all? Seeing and
20 hearing none, do we have a motion? Motion by Chris
21 Sullivan to move forward. Do we have a second?
22 GLENN DAVIS: Second.
23 TOMMY DUNN: Second by
24 Councilman Glenn Davis. Open the floor up for
25 discussion? All in favor of the motion show of hands.
26 All opposed like sign. Show the motion carries
27 unanimously.
28 Moving on to item number 2026-012, an Ordinance to
29 amend an agreement for the development of a joint
30 county industrial and business park (2010 Park) of
31 Greenville and Anderson Counties so as to enlarge the
32 park; and other matters related thereto. Project
33 Cherry.
34 This will be a public hearing. Anyone wishing to
35 speak to this matter, please step forward and state
36 your name and district. You have three minutes.
37 Please address the chair, please. Anyone at all?
38 Public hearing will be closed.
39 Mr. Nelson.
40 BURRISS NELSON: Thank you, Mr.
41 Chairman, members of Council. This is a Greenville
42 County project for a spec building that's receiving an
43 incentive package. This will be giving them an
44 opportunity for -- to attract industry to their
45 community, and because it's in a Multi County Park
46 Agreement, they will get the same opportunities and
47 state and local incentives as we do and the reciprocal
48 agreements that we have with Greenville. And of
49 course, Greenville County sends its thanks for your
50 consideration of this project.

1 TOMMY DUNN: Thank you. Do
2 we have a motion?

3 JIMMY DAVIS: So moved.

4 TOMMY DUNN: Motion by
5 Councilman Jimmy Davis; second Ms. Wilson. Open the
6 floor up for discussion. All in favor of the motion
7 show of hands. All opposed like sign. Show the motion
8 carries unanimously.

9 We're going to move on to item number (d),
10 2026-015, an Ordinance authorizing the execution and
11 delivery of a fee in lieu of tax agreement by and
12 between Anderson County, South Carolina and Duke Energy
13 Carolinas, LLC with respect to certain economic
14 development property in the county, whereby such
15 property will be subject to certain payments in lieu of
16 taxes, including the provision of certain special
17 source credits; and other matters related thereto.

18 This will be a public hearing. Anyone wishing to
19 speak to this matter, please step forward and state
20 your name and district and address the chair, and you
21 have three minutes. Anyone at all?

22 EMILY POOLE: My name is
23 Emily Poole. I actually live in Greenville County,
24 District 24. And I am an attorney with the South
25 Carolina Environmental Law Project, where our mission
26 is to use legal expertise to protect land, water and
27 communities across the state.

28 I am here to share my concerns regarding the fee in
29 lieu of tax agreement that you are considering for Duke
30 Energy's gas plant proposal. This massive tax break
31 would allow this Fortune 150 company to pay around 70%
32 less than its fair share. Under normal taxation this
33 project would generate about \$90 million per year at
34 full build out. Under this FILO Duke's payment drops
35 to about \$34 million per year, and when special source
36 revenue credits apply, it falls even further to roughly
37 14 and \$17 million per year.

38 That means Anderson County is giving up tens of
39 millions of dollars each year, and local schools, roads
40 and emergency services will shoulder that loss. In
41 total, this FILO could cost Anderson County as much as
42 \$2.5 billion across the 40 year lifetime of the
43 agreement.

44 South Carolina law recognizes the gravity of local
45 tax breaks and requires that certain conditions be met
46 before a FILO is established. Specifically, state law
47 mandates that the project benefit the general welfare
48 by providing services or employment, and that the
49 benefits of the project be greater than the costs.
50 Does a gas plant that only creates 30 jobs satisfy this

1 statutory burden? More importantly, do the purported
2 benefits of this proposal outweigh the environmental,
3 economic, health and social costs that will be borne by
4 your constituents as this polluting facility moves
5 forward?

6 Many of these costs stem from the fact that this
7 gas plant will emit particulate matter, a harmful form
8 of air pollution linked to adverse health outcomes such
9 as respiratory and cardiovascular illnesses, asthma,
10 heart attack, stroke and cancer. The facility will be
11 located in an area with high population density that
12 has neighborhoods, three elementary schools, nearly a
13 dozen places of worship and Anderson city limits, all
14 within a few miles of the site. To make matters worse,
15 this area is already disproportionately overburdened by
16 environmental pollution and public health risks,
17 scoring in the 94th percentile for existing particulate
18 matter exposure.

19 Many of your constituents understand the harmful
20 nature of this proposal and made their voices heard
21 before the Public Service Commission. Of the 48 people
22 who spoke at a public hearing or sent in a public
23 comment, only three were in favor or neutral to the
24 project. The other 45, many of whom live in close
25 proximity to the site, raised detailed and serious
26 concerns regarding clean air, clean water, clean energy
27 alternatives, the likelihood for increase in electric
28 bills, health impacts, especially upon children, noise
29 pollution and land use compatibility. Were all of
30 these concerns considered by County Council? Do the
31 benefits you see from the gas plant outweigh all of
32 these costs.

33 In conclusion, I urge you to ask yourselves if the
34 requirements of the FILO statute have been met here,
35 and if you believe they have, then ask next if this is
36 the best deal for your constituents, especially those
37 breathing the air around the facility and paying higher
38 energy bills, or if Duke Energy should instead be
39 required to pay their fair share. Thank you.

40 **APPLAUSE**

41 TOMMY DUNN: Mr. Harmon. Public
42 hearing. Next.

43 MARY DOWD: Good evening,
44 Council members. My name is Mary Dowd, and I live in
45 Spartanburg County.

46 I come bearing warnings based on our recent
47 experience with a FILO for a data center project that
48 our County Council ultimately voted down. And I'm
49 speaking in opposition to the Duke Power Plant FILO.

50 So during the ice storm back in January of this

1 year, Duke Energy sent a text to customers asking them
2 to turn their heat off because they couldn't handle the
3 increased load. They asked people to turn their heat
4 off in the middle of a winter storm.

5 In response to that, hundreds of residents showed
6 up to the County Council meeting demanding to know why
7 they're trying to build a gas or a power guzzling data
8 center when they can't even keep the heat on when we
9 need it most. The power companies explained that the
10 issue was not a matter of power generation capacity.
11 They said they have more than enough capacity with
12 plenty of cushion. The issue was in the transmission
13 equipment. The transmission equipment wasn't capable
14 of delivering enough power to certain areas.

15 Now here they are saying they need to build this
16 1400 mega power station to ensure that residents have
17 reliable access to power. So which one is it? These
18 power companies know exactly what work needs done to
19 ensure that we have power when we need it. Yet they're
20 choosing to invest in the projects that will make them
21 the most money. And they'll say whatever they have to,
22 to push these projects through. Don't fall for it.
23 Demand better for the residents that you're here to
24 serve. Thank you.

25 **APPLAUSE**

26 TOMMY DUNN: Next.

27 BRITTANY SHIFKER (phonics): Hello. My name
28 is Brittany Shifker, a resident of Greenville County,
29 and I ask that you please turn this bill down.

30 According to SCEOP, the website is a pretty
31 credible one, over the next 40 years, this project is
32 going to -- apparently, has the potential to cost the
33 county over 2.59 billion in lost revenue. 2.59 billion
34 loss in revenue. Where the -- that could instead be
35 going to things like infrastructure, roads, I mean,
36 schools, the emergency services, and you're putting it
37 in an environmentally dangerous factory.

38 And of course, there's the things that have already
39 been talked about, such as the water supply and the air
40 pollution. You know, if you absolutely have to accept
41 this deal, may I propose a one year moratorium where
42 you give the people and the city and the Council enough
43 resources and accommodations to accommodate for this
44 data center. But I still ask regardless -- or plead,
45 regardless, that it is a bad idea overall, and please
46 consider the fact that it will put a lot of strain on
47 utilities such as things that we need, like water and
48 electricity, propane and etc.

49 So thank you for listening to my message.

50 **APPLAUSE**

1 TOMMY DUNN: Next.
 2 STANLEY HICKS: My name is Stanley
 3 Hicks, District Four, Highway 187.

4 In 2024 Duke Energy gave \$20,000 to American Red
 5 Cross here in Anderson, and \$20,000 for storm
 6 communications. Remember that? Was a gas plant
 7 already in works, or shortly after that for Anderson
 8 County? Or is that just a coincidence? I'm not sure.

9 For a company that made 5 billion in profits last
 10 year and 1 billion illegally from North Carolina rate
 11 payers, which I am one, I think that they can afford to
 12 pay Anderson County the 6% tax rate and be reassessed
 13 every five years, just like the residents of Anderson
 14 County and the property owners are.

15 Does a fee in lieu of taxes ever expire? You say
 16 40 years. But didn't Michelin recently request another
 17 fee in lieu of taxes for their site? Did this extend
 18 the whole plant in District Four? Are we losing money
 19 now in District Four because we renewed the fee in lieu
 20 of taxes again? Did Anderson County District Four ever
 21 get the benefit of that fee in lieu expiring and that
 22 going to our schools in Pendleton District Four? I
 23 wonder.

24 If so maybe the County Council can tell us how much
 25 District Four's increase in taxes are going toward
 26 roads and the new high school that a bond had to be
 27 approved for to build our new high school.

28 I say vote no for the fee in lieu of taxes for the
 29 multi billionaire company Duke Energy. Make them pay
 30 their fair share, just like we all do, and we will
 31 benefit as a county. There's only two places that I've
 32 heard that they're -- wanted to have in South Carolina,
 33 and both of them in Anderson, and the other at the W.S.
 34 Lee plant. Maybe they go there, if they don't go there
 35 -- at this site. I don't know. But please consider
 36 voting no for the residents of Anderson County.

37 Thank you.

38 **APPLAUSE**

39 TOMMY DUNN: Next.
 40 COLLIN ALEXANDER: Good evening again.
 41 Collin Alexander, District Seven, Bellmare Way.

42 I thought I'd use this time to finish out the
 43 speech that I had prepared. But after listening to
 44 everyone else here, I think I'll speak freely.

45 You've heard everyone's various reasons of --
 46 health reasons, not wanting development, not wanting an
 47 increased tax bill, loss of services. They don't want
 48 it for all of these reasons. And yet we continue
 49 forward.

50 What I'm asking the county to do right now is

1 consider that this is a 40 year agreement. In 40
2 years, I will be 76 years old. The average man in the
3 United States lives to be 76, meaning this will quite
4 literally be the rest of my life, potentially. So they
5 -- in agreeing to this, this FILO, fee in lieu, you are
6 mortgaging the future of Anderson County. Not just for
7 yourselves, but for our children and our children's
8 children.

9 So considerations need to be made for that. And
10 I'm asking the county right now to go back and either
11 consider dropping this altogether or renegotiating
12 instead of the 40 years considering 10 or alternatives.

13 Anderson County and your constituents have spoken.
14 They don't want it. They don't need it. So you have
15 all the cards. I think we should act and negotiate
16 like it. Thank you.

17 **APPLAUSE**

18 TOMMY DUNN: Next. Who's next?
19 Anybody else? Come on.

20 DAVE SHALABY: Dave Shalaby before
21 you again. I think I can echo what everybody here is
22 saying. You're talking \$2 billion in 40 years. Like,
23 let's talk about that.

24 That 1% sales tax y'all were going to push for was
25 for five years. This is 2 billion over 40 years. We
26 should not give Duke a break. We should take the money
27 that they -- they should pay their fair share of tax.
28 We do this way too often. The fact that we're going to
29 -- that our children are going to be breathing the bad
30 air. We have issues with the lake. Everybody made
31 that -- made a very good point here. It's \$2 billion
32 over 40 years. Don't mortgage the future over this.
33 There's plenty of that -- plenty of power here. We all
34 know this might be for data centers, and it's not a
35 popular topic, but that's most likely what this power
36 supply is probably going to be used for. They're only
37 going to pass that -- they're going to pass that money
38 off into a rate for the entire state. We're not in the
39 business of providing Charleston with cheap power. We
40 should not be given Charleston and other areas of the
41 state a fee in lieu of tax deal. The state should be
42 paying us for bearing the burden of having this power
43 plant in this location.

44 So please do not give Duke a \$2 billion off the
45 hook. Let them pay their fair share of taxes. This
46 will go down in history, I guarantee it. In 30 years,
47 you'll be looking back at this thing thinking that, why
48 would we have done that as a county? So please
49 consider it heavily.

50 **APPLAUSE**

1 TOMMY DUNN: Next.

2 ALEXANDRIA ENGLE: My name is

3 Alexandria Engle, and I live in District Four.

4 I want to cover two things that no one else has
5 covered. One is that Duke Power has said that this
6 will be 125 jobs. They had originally claimed that
7 this would be about 1000 jobs. But really what they
8 meant was it would only be about 600 to 700
9 construction workers that are not going to be bringing
10 any money into Anderson County. They will be shipped
11 down here because they will be experts in this
12 particular style of power plant and the building of it.
13 They will be from Illinois. They will be from Indiana.
14 The tax money that they earn will be going back to
15 their counties and to their states.

16 The other issue that I have with this about the
17 jobs is they have consistently, not just Duke Power,
18 but across the country, claimed that this is 100 to 200
19 jobs over and over again. For this size plant, over
20 and over again, and there are over 3000 of them across
21 the country right now, for this size they hire 20 to 30
22 people, not 125 like they've misled you to believe.

23 So what they are telling you and what they are
24 putting on the plate for us is bunk. And it's lies in
25 order to get the discounts and the opportunities to
26 basically cause us more problems than they're worth.

27 Again, we're revitalizing this downtown. If you
28 look up -- want you to look up Musk, Elon Musk,
29 Mississippi, and the gas power plant there. In
30 Florida, there's a gas power plant the same size that
31 operates off the same line, that only operates 54% of
32 the time. The rest of time it is running on diesel.
33 When they need those diesel plants to -- portions of
34 the plant to run more, in Mississippi, they stuck four
35 more of those diesels. That's noise, a lot more noise
36 than we want. It will reach the downtown area. Just
37 the two alone when they're running, will reach the
38 downtown area. Our vitalization of this county and the
39 property tax -- your property values will go down with
40 this plant. I promise you. I yield.

41 **APPLAUSE**

42 TOMMY DUNN: Next. Anyone else?

43 KATHY HIPPI: Hi, I'm Kathy Hipp,
44 Superintendent, Anderson School District Three.

45 Very simply, I'll say to you, this is a meeting
46 about fee in lieu, as many people have said. The South
47 Carolina Energy Security Act that Governor McMaster
48 signed into law in June of 2025, most of the articles
49 about it talked about that projects of this size get a
50 4% fee in lieu agreement because it's based on amounts.

1 And so this is not an unprecedented amount to offer
2 to any company for fee in lieu. It's very reasonable.

3 There's many people who speak tonight that want to
4 put this on hold. And I would simply say you can't
5 lose what you don't have. School District Three
6 doesn't have fee in lieu money, unless you call 1.7
7 million a year fee in lieu money, because that's what
8 we get. Majority of it comes from Electrolux.

9 You look at your other county -- Anderson County
10 districts, they get much more. And so with a project
11 like this, we go from 1.7 million a year to potentially
12 7, 8, 9, 10 million a year. That makes a difference in
13 people's taxes. And it also makes a difference in the
14 area.

15 The other thing I'd like to say, and maybe I
16 shouldn't, but I was reading -- I'm a member of an
17 energy cooperative, okay? I'm a Blue Ridge customer.
18 And I was reading the Southern Living magazine that
19 they sent out yesterday, and it's kind of interesting,
20 because in it, it said there's four reasons South
21 Carolina needs more power. Okay? One of them is the
22 number of residential homes being built. And there was
23 a quote in there. It says, in the last five years,
24 there's enough houses being built in South Carolina to
25 justify one new power plant like this, and that's just
26 the last five years. Then there's electric cars, then
27 there's industry, and then, as some of you've
28 mentioned, there's data centers, but it's not just data
29 centers.

30 And sir, if you post me somewhere, then we'll have
31 a conversation.

32 The other thing I would mention to you, so the need
33 is there, is that we have a power plant in our
34 district, okay? It's a state owned power plant. They
35 don't get fee in lieu agreements. And so what we get
36 from that power plant is about \$300,000 a year. And
37 right now, my check that was supposed to be in the
38 district in February is sitting on somebody's desk in
39 Moncks Corner. Okay, so there's a need. That's
40 already been said by the group that's supposed to say
41 it.

42 The question tonight is to vote on fee in lieu
43 deal. And if this is tabled or stopped, then our
44 district loses because we don't have fee in lieu deals
45 to lose. Somebody mentioned Pendleton High School.
46 Pendleton has Arthrex.

47 LEON HARMON: Time, Mr.
48 Chairman.

49 TOMMY DUNN: That's it.
50 Appreciate it. Anyone else? Anyone at all?

1 DANNY FORD: Name? What do
2 y'all need? Sorry.

3 TOMMY DUNN: Name and
4 district.

5 DANNY FORD: Danny Ford,
6 District Four. I just want to bring the attention on
7 this issue -- this is about the tax break. I'm sorry.
8 I just walked in. For the gas plant?

9 TOMMY DUNN: Fee in lieu
10 for the gas plant, yes, sir.

11 DANNY FORD: You know, our
12 farmers are paying peak rates, and I don't understand
13 how it's any kind of fair for Duke to come in and get a
14 break when we can't turn off our chicken houses, we
15 can't turn off our green houses, we can't turn off
16 anything, and we're getting absolutely zero help on
17 what we can do to be able to save on the gas -- on the
18 power price.

19 So I think it is very, very unfair for us -- our
20 county to give them any kind of tax break unless they
21 at least look at our farmers, what they are facing.
22 The suicide rate in farmers right now is now three and
23 a half times the national average. If we don't start
24 looking out for our farmers -- 35 and under is only 9%
25 of our industry, then we're going to be in real trouble
26 for years to come. Thank you.

27 TOMMY DUNN: Anyone else?
28 **APPLAUSE**

29 TOMMY DUNN: Anyone?
30 Public hearing will be closed.

31 Mr. Nelson.

32 BURRISS NELSON: Thank you, Mr.
33 Chairman, members of Council. This project is \$2.5
34 billion in total capital investment. As an estimate,
35 it looks like it will be somewhere closer to 2.9. And
36 from the beginning, Duke has represented that it would
37 represent somewhere between 30 and 40 jobs on site, to
38 us and to what we've been able to tell Council the
39 entire time.

40 This is a -- these jobs have an average pay of \$52
41 an hour. That's a little over \$100,000 a year. Annual
42 payroll \$3.1 million. And of course, it is a 4% fee
43 agreement, super fee. And it certainly qualifies.
44 Because it's 400 million or greater, it doesn't have to
45 have a job requirement. The taxes paid on this
46 particular property last year, \$292. If it stays a
47 farm property, it will pay \$292 for the next 40 years,
48 a little bit less than \$12,000. New projected taxes in
49 year one is just for the purchase of the land will be
50 \$459,000. Over 54 years, it'll pay 695 million. I

1 don't know where this 2 billion number comes from in
 2 loss, because it's nothing near that. The 24 million
 3 each year thereafter, at the end of the agreement,
 4 first year community impact 134 million. And then over
 5 30 years impact 752 million, not including the property
 6 tax.

7 This is a great project opportunity for Anderson
 8 County. It's generational change for School District
 9 Three. The income that these students will have an
 10 opportunity to have schools, books. I've heard Kathy
 11 talk about her students not even having shoes. And
 12 it's amazing for Duke to be able to put this investment
 13 in a community where it'll do the greatest good for all
 14 of Anderson County and upstate of South Carolina.

15 Many more items that I'm not going to bore you with
 16 and try to cover, but this is a super project for us.

17 I thank you for your time and for listening. Thank
 18 you.

19 TOMMY DUNN: Thank you. Do
 20 we have a motion on the floor?

21 BRETT SANDERS: So moved.

22 TOMMY DUNN: Have a motion
 23 by Mr. Sanders to move forward. Have a second?

24 GLENN DAVIS: Second.

25 TOMMY DUNN: Second by

26 Councilman Glenn Davis. Open the floor up for
 27 discussion. Councilman Sanders -- or Councilman Jimmy
 28 Davis. You go ahead.

29 JIMMY DAVIS: All right. So
 30 I'm not going to talk about Duke Energy. I'm going to
 31 talk about FILOs. And this is what I want to say. If
 32 Columbia would get together and change the state
 33 constitution, we wouldn't have to have FILOs.

34 Thank you, Mr. Chair.

35 TOMMY DUNN: Thank you.

36 Anyone else? Councilman Sanders.

37 BRETT SANDERS: Thank you, Mr.

38 Chairman. I was getting ready to echo the same
 39 statement of Councilman Davis. And I hear \$65 million
 40 a year loss that they're having. Without this, there's
 41 not even going to be a \$65 million. You're going to
 42 get the \$292 a year. I like facts. I've heard some
 43 good facts. But then I heard bunk, most likely,
 44 probably, I believe, I feel. Those are emotions. And
 45 I'm not going to debate or sit down on emotions.

46 But again, that property is going to bring in 11,
 47 \$12,000 over the entire project, and it's going to
 48 bring in 695 million for the taxpayers of Anderson
 49 County. Without this project -- I don't know if anyone
 50 here -- I appreciate everyone coming out and speak, the

1 10 or 15 speakers. There's 217,000 people we represent
2 in Anderson County, and those taxes that's being
3 generated just by this project alone is going to
4 support law enforcement, EMS, public safety, code
5 enforcement, and it's going to give this Council -- and
6 also roads -- and it's going to give this Council the
7 ability to not have tax increases. And again, I hear
8 people say, oh, our taxes keep going up. We haven't
9 had a tax increase in Anderson County in 16 years. And
10 these deals are the reasons why.

11 So if everyone wants to step up and we can raise
12 millage, I think a mill is 1.2 million per year. How
13 many mills -- millage points would that take to
14 generate \$695 million. The people can't stand it. And
15 you know, I know that Duke, Duke Energy, this project,
16 any other project of this nature, they are audited by
17 the state. Any environmental issues is federal and
18 state, and we have our own issues here. So I mean,
19 this isn't some willy nilly operation. And I keep
20 hearing this billion dollar company or these people.
21 This is a publicly traded company. This is everybody
22 in this room. And Duke Energy stock affects everyone's
23 portfolios here, just like it affects mine.

24 And that's all I have to say on that, sir.

25 TOMMY DUNN: Thank you.

26 Anyone else? Councilman Sullivan.

27 CHRIS SULLIVAN: Thank you, Mr.
28 Chairman. So I've been on council for a little over a
29 year. And when I first came on, my thing was about
30 smart growth. I just think the growth needed to be
31 controlled. And then as you got into March and April
32 of last year, the capital project sales tax came
33 online, and I'm on the Finance Committee, looked at the
34 numbers, and we offered lots of public hearings for
35 people to look at the numbers, how we don't have the
36 funding for our roads. We need 35 million a year for
37 the next 10 years to catch up. And y'all can see, you
38 drove on them coming here. I drive on the same roads.
39 My car -- my daughter's tire blew out just like some of
40 y'all tires blow out. Cost me 250 bucks. The tax is
41 going to cost about 120 a year. But I digress.

42 But we're trying to look for other options. I
43 promised on November 5, or whatever the day it was
44 after that election went so far in the other direction,
45 I promised I was going to use all my resources to find
46 money to fix our roads. Our state delegation is split
47 down the middle. There's no money coming from Columbia
48 to Anderson. We're a donor county on our roads. We
49 give more money to Columbia than we get back. That is
50 super frustrating for me. And I don't know the math.

1 They've got a lot of algorithms in Columbia they use to
2 justify it. But I hate it, because we're paying money,
3 40, 60 million a year into a gas tax. We're not
4 getting near that much back. We're paying 160, 170
5 million in a sales tax. We're not getting that back.
6 I don't see that coming back anywhere. So it's very
7 frustrating trying to look at avenues to get
8 significant money.

9 You know, we just found out that by 2029 the great
10 people that own boats are getting their taxes reduced
11 from 10 and a half percent to 6%. Anderson County
12 loses \$3 million on that deal. The state did not
13 compensate us for the \$3 million we're going to lose.
14 So if we scrounge around through our budget to find \$3
15 million, it's coming back out in 2029 because we're
16 giving people a discount on their boats. People that
17 their boats. People that I would say maybe don't need
18 a discount on their asset. The boat owners are getting
19 discounts. And I know it's to get more people to
20 register boats here, and it's supposed to work out over
21 the next few decades.

22 But again, a frustration. Money, you think you may
23 find a little bit of money, you lose it just like that.

24 So this, I look at it as a fee in lieu deal. I
25 believe I researched, in 1997, Act 149, our state
26 legislature, signed by our governor, allowed a super
27 fee, where if you put in more than \$400 million, no --
28 regardless of jobs, if you dedicate a 4 million -- 400
29 million project or more, you get a 4% fee. Duke Energy
30 knows that. Everybody that's going to build a massive
31 plant knows that if you're coming here and you hit that
32 threshold, you can get 4%.

33 Again, it's so frustrating. I mean, the County
34 Council gets blamed for everything wrong in Anderson
35 County. I get it. I signed up for this. It is what
36 it is. But the state can help us out a little bit.
37 They put this in law. They put this down for a reason,
38 to help encourage people. We go into this, you know, I
39 think to revise the Constitution, to change the fee and
40 lieu deal, you need two thirds of the house, two thirds
41 the Senate, and then a popular vote of 50% plus one.
42 Trying to explain fee in lieu to the general public of
43 South Carolina is absolutely insane. It is the most
44 complicated thing.

45 And I'll tell you, if you've been to meetings and
46 you've heard somebody describe fee in lieu -- yes, sir?

INAUDIBLE COMMENT FROM AUDIENCE

48 CHRIS SULLIVAN: Okay. It's
49 fact, so I'm going to keep going. Gotcha. Thank you,
50 sir.

1 But we can't overturn the Constitution. We're like
2 our hands are tied because they can't get two thirds of
3 anybody to agree on anything in Columbia. So we have
4 to keep issuing these fees in lieu. I would like to
5 see, and I'm not going to make any amendments or
6 anything, but to the chairman and to the members of the
7 Council that I would like to see a set -- a portion of
8 this money set aside for roads and bridges for
9 generations in the future. Forty, 50 years. I think
10 these Duke Energy plants last 50, 60, 70 years, but I'd
11 like a promise and a commitment to set money aside for
12 our roads and bridges so our kids don't have to worry
13 about the same thing that we're messing with now.

14 And I yield back, Mr. Chairman.

15 TOMMY DUNN: Thank you.

16 Anyone else?

17 GREG ELGIN: Mr. Chairman.

18 TOMMY DUNN: Councilman

19 Elgin.

20 GREG ELGIN: Would there be
21 any way that we could get -- I know we don't want to
22 spend a whole lot of time, but just for the record, of
23 some of the concerns that were brought up. I know
24 we've addressed a few. I guess more than anything,
25 about some of the health concerns that people are
26 concerned about.

27 BURRISS NELSON: Obviously they
28 have to -- Duke Energy is required to meet all the
29 standards that are set up by the EPA, the Environmental
30 Protection Agency, which is a U.S. organization, and
31 South Carolina's Department of Environmental Services
32 has to meet all of those requirements. So they'll --
33 all of that emission control has to be met, and it will
34 certainly be monitored. And of course, they've got all
35 kinds of scrubbers and different kinds of equipment in
36 place to reduce all of the particulate matter and all
37 of the other fugitive gasses that may be released, and
38 they're using the new generation turbines coming out of
39 GE in Greenville that are the most efficient, burn the
40 cleanest and give the best opportunity for good air
41 quality.

42 GREG ELGIN: Also, just for
43 the record, have we -- do you know if we've had any
44 problems or concerns from the W.S. Lee plant outside of
45 Williamston?

46 BURRISS NELSON: The W.S. Lee
47 plant has operated flawlessly since they changed it
48 over from the coal fired to the gas fired. It's been
49 well accepted in the community. The people over there
50 love it. And of course, Anderson County has been very

1 fortunate to be able to retain it because School
 2 District One continued to receive a substantial amount
 3 of capital -- of property tax out of that facility. It
 4 was about a 600 million CapEx, alone, for that changing
 5 over to gas fired.

6 And School District One has profited from that from
 7 2014 on, when it was put in place. I've forgotten the
 8 number, but it's over a million dollars a year on that
 9 one operation alone.

10 TOMMY DUNN: Anyone else?
 11 All in favor of the motion show of hands. All opposed
 12 like sign. Show the motion carries with Mr. Sanders,
 13 Mr. Glenn Davis, Mr. Tommy Dunn, Mr. Greg Elgin, Chris
 14 Sullivan. Opposed, Ms. Wilson and Mr. Jimmy Davis.

15 Moving on next will be item number (e), 2026-016,
 16 an Ordinance to amend an agreement for the development
 17 of a joint county industrial and business park (2010
 18 PARK) of Anderson and Greenville counties so as to
 19 enlarge the park; and other matters related thereto.

20 Mr. Nelson.

21 BURRISS NELSON: Thank you, Mr.
 22 Chairman, members of Council. This places this project
 23 in the Multi County Park Agreements that allows it to
 24 operate and receive the incentives that are available
 25 to it. It's a partnership agreement with Greenville
 26 County. It's reciprocal. And just like we had Project
 27 Cherry a minute ago, there's an agreement between the
 28 two counties to be able to put this in place. Thank
 29 you, Mr. Chairman.

30 TOMMY DUNN: This will be a
 31 public hearing to put this into the Multi County Park.

32 If you want to speak to this matter, please step
 33 forward and state your name and district and address
 34 the chair. You have three minutes. Hearing none, the
 35 public hearing will be closed. Do we have a motion to
 36 move this forward?

37 BRETT SANDERS: So moved.

38 TOMMY DUNN: Motion by
 39 Councilman Sanders. Do we have a second?

40 CHRIS SULLIVAN: Second.

41 TOMMY DUNN: Second by
 42 Councilman Chris Sullivan. Open the floor up for
 43 discussion. All in favor of the motion show of hands.
 44 All opposed like sign. Show the motion carries with
 45 Mr. Jimmy Davis, Mr. Brett Sanders, Mr. Glenn Davis,
 46 Councilman Dunn, Councilman Elgin, Councilman Sullivan.
 47 And Ms. Wilson opposed.

48 Moving on to item number 7. There is no ordinances
 49 second reading.

50 We're on Ordinance number 8, first reading,

1 2026 -- this is 8(a), 2026-022, an Ordinance creating
2 the Anderson County Agricultural Advisory Board to
3 promote and support local agriculture; and other
4 matters related thereto.

5 Do we have a motion to put this on the floor?
6 GREG ELGIN: So moved.
7 CINDY WILSON: So moved.
8 TOMMY DUNN: Motion by Mr.
9 Elgin; second by Councilman Sanders.
10 Mr. Jordan.
11 JORDAN THAYER: Thank you, Mr.
12 Chairman, members of Council.

13 This board is replicated off of a board that we
14 found in Abbeville. And essentially they are advising
15 the county as -- on certain projects to determine
16 whether they're good for agricultural, agri-tourism and
17 things like that. And so we just put this up here to
18 be considered today at the request of Ms. Wilson.

19 TOMMY DUNN: I think the
20 Farm Bureau asked for this. We open the floor up for
21 discussion now.

22 CINDY WILSON: May I?
23 TOMMY DUNN: Ms. Wilson.
24 CINDY WILSON: This was at
25 the request of Farm Bureau and a number of other
26 organizations, and it should be a big help for
27 comprehensive land use and for the future of
28 agriculture in this county. Thank you.

29 TOMMY DUNN: Thank you.
30 Anyone else?
31 GREG ELGIN: Mr. Chairman?
32 TOMMY DUNN: Councilman
33 Elgin.
34 GREG ELGIN: Thank you,
35 sir. Same thing. At the Farm Bureau meeting we had
36 couple months ago, they had brought this up to our
37 attention, and seems like a good thing. I think it
38 gives another set of eyes on everything. So hopefully
39 it'll be a help. Appreciate it.

40 TOMMY DUNN: Anyone else?
41 BRETT SANDERS: Mr. Chairman?
42 TOMMY DUNN: Councilman
43 Sanders.
44 BRETT SANDERS: I've talked to
45 several people and I think it's a great idea. I think
46 it will allow us as Council members to get insight and
47 expert, expert guidance and -- on matters related in
48 this field and in this area. And I'll be happy to
49 support it, sir.
50 TOMMY DUNN: Thank you.

1 Anyone else?
2 JIMMY DAVIS: Mr. Chair, if
3 I may?
4 TOMMY DUNN: Councilman
5 Jimmy Davis.
6 JIMMY DAVIS: Thank you,
7 sir. Just how quick can we move -- get this, get this
8 done, and can, can they -- can we make sure that maybe
9 they might have some input on -- with CodeRight on some
10 of their stuff? I'm just throwing that idea out there.
11 TOMMY DUNN: We'll check
12 and see.
13 JIMMY DAVIS: Thank you.
14 CINDY WILSON: (Inaudible.)
15 TOMMY DUNN: Huh? He's
16 asking about how quick, how quick -- if this passes the
17 three readings, how quick could it happen? And maybe
18 they can have some input or something with CodeRight.
19 CINDY WILSON: May I?
20 TOMMY DUNN: Yes, ma'am.
21 CINDY WILSON: This draft was
22 sent to all of the agencies and entities that have an
23 interest in this. And all the responses have come back
24 affirmative.
25 TOMMY DUNN: All in favor
26 of the motion show of hands. All opposed like sign.
27 Show the motion carries unanimously.
28 Moving on to (b), 2026-023, an Ordinance to
29 restrict the use of certain real property owned by
30 Anderson County known as the Lower Mill Site; and other
31 matters related thereto.
32 Mr. Jordan.
33 JORDAN THAYER: Thank you, Mr.
34 Chairman and members of Council. This is to the Lower
35 Mill site in Pelzer, and this is a covenant and
36 restriction to restrict our use of the property. We
37 own it now. This is a standard Brownfield site
38 procedure. So essentially, this was a contaminated
39 mill site, and now we own it. We're responsible for
40 maintaining it, making sure those contaminants don't
41 get out. And so we're restricting what we can do with
42 the property.
43 At this point, we can't do anything with the
44 property because it's subject to the VCC from the
45 Department of Environmental Services, and we can't do
46 anything to disturb it. And so this will allow us to
47 have some productive use of the property.
48 TOMMY DUNN: Thank you. Do
49 we have a motion to move this forward?
50 CINDY WILSON: So moved.

1 TOMMY DUNN: Motion Ms.
2 Wilson. Do we 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 very
7 quickly?
8 TOMMY DUNN: Ms. Wilson.
9 CINDY WILSON: This is, of
10 course, a foundational effort to resurrect industry and
11 business and development for a very beleaguered little
12 town called Pelzer. They only have the tax capability
13 within their very small border. And even though they
14 annexed property outside of that, everybody wanted to
15 be in the town of Pelzer.
16 Due to Act 388, they can't raise tax funds. So the
17 county is helping a very good group of people over
18 there to try to resurrect the town of Pelzer.
19 Thank you.
20 TOMMY DUNN: Thank you.
21 Anyone else? All in favor of the motion show of hands.
22 All opposed like sign. Show the motion carries
23 unanimously.
24 Going on to resolution -- number 9, Resolution (a),
25 2026-017, a Resolution establishing a Vision Zero
26 Policy to work towards zero traffic deaths and severe
27 injuries; and other matters related thereto.
28 Mr. Burns.
29 RUSTY BURNS: Mr. Chairman,
30 we received a grant to pursue these opportunities.
31 We'll also possibly open up other grant funds to be
32 used to make our roads safer. Request Council's
33 approval.
34 TOMMY DUNN: Do we have a
35 motion to move this forward?
36 JIMMY DAVIS: So moved.
37 CINDY WILSON: So moved.
38 TOMMY DUNN: Motion by
39 Councilman Jimmy Davis and second by Ms. Wilson. Open
40 the floor up for discussion. Mr. Elgin.
41 GREG ELGIN: Thank you, Mr.
42 Chairman. And thank you, Mr. Burns and county staff
43 for looking into this.
44 In doing this job for 25 years and working strictly
45 traffic, I know what Anderson County deals with. And
46 this is hopefully a good thing. We had DPS or Highway
47 Patrol at the time had another thing called Zero --
48 Target Zero back then, which was zero target deaths.
49 And I know we're not meeting that, but we are trying to
50 work that way. And I hope this helps our county.

1 It's, it's not gotten any better, I don't think, but
 2 thank you for getting that. I hope it'll help our
 3 county.

4 RUSTY BURNS: Yes, sir.

5 TOMMY DUNN: Thank you.

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

8 Moving on to item number 10, executive session.

9 This is to receive legal advice subject to
 10 attorney/client privilege regarding a potential
 11 settlement of certain defendants in the Opioid
 12 litigation.

13 I put that in the form of a motion.

14 CINDY WILSON: Second.

15 TOMMY DUNN: Second Ms.

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

19 EXECUTIVE SESSION

20 TOMMY DUNN: We'll get
 21 started. Do we have a motion?

22 CINDY WILSON: Mr. Chairman,
 23 may I make the motion that we come out of executive
 24 session, having received legal advice subject to the
 25 attorney/client privilege regarding a potential
 26 settlement of certain defendants in the opioid
 27 litigation.

28 TOMMY DUNN: Have a motion
 29 by Ms. Wilson. Have a second?

30 BRETT SANDERS: Second.

31 TOMMY DUNN: Second by
 32 Councilman Glenn Davis. Any discussion? All in favor
 33 of the motion show of hands. All opposed like sign.
 34 Show the motion carries unanimously.

35 Do we have a motion?

36 JIMMY DAVIS: Mr. Chair, if
 37 I may?

38 TOMMY DUNN: Yes, sir.

39 JIMMY DAVIS: I make a
 40 motion to accept the proposed settlement with six
 41 regional distributor dispenser defendants in the opioid
 42 litigation, which is expected to result in
 43 approximately \$42,000 for approved projects in Anderson
 44 County, and authorize the county administrator and the
 45 county attorney to executive documentation on behalf of
 46 the county.

47 I make that in the form of a motion.

48 CINDY WILSON: Second.

49 TOMMY DUNN: Have a motion

50 by Councilman Jimmy Davis; and second Ms. Wilson.

1 Open the floor up for discussion. All in favor of
 2 the motion show of hands. All opposed like sign. Show
 3 the motion carries unanimously.

4 Moving on to item number 11, bid approval change
 5 orders. Bid number 26-028, Roadside Mowing Tractors.
 6 Do we have a motion?

7 JIMMY DAVIS: I make a
 8 motion to move this forward.

9 TOMMY DUNN: Have a motion
 10 by Mr. Jimmy Davis to move forward. Do we have a
 11 second?

12 GLENN DAVIS: Second.
 13 TOMMY DUNN: Second by
 14 Councilman Glenn Davis.

15 Open the floor up for discussion.

16 JIMMY DAVIS: Mr. Chair, if
 17 I may?

18 TOMMY DUNN: Yes, sir.
 19 JIMMY DAVIS: I'm thankful
 20 that this came back and we got, I believe, five bidders
 21 on it this time. We only had one before. So I was
 22 glad to see that we had five different companies to bid
 23 on this. And I'm thankful that we -- our efforts are,
 24 are paying off. Thank you, Mr. Chair.

25 TOMMY DUNN: Thank you.
 26 And good point. All in favor of the motion show of
 27 hands. All opposed like sign. Show the motion carries
 28 unanimously.

29 Moving on to item number 12, vehicle donations.
 30 12(a), a 2009 Ford F250 to the town of West Pelzer.
 31 And 12(b), a 2015 Ford F250 to the city of Belton.
 32 If there's no objection we can take this at one
 33 time.

34 JIMMY DAVIS: Let's do it.
 35 TOMMY DUNN: Do we have a
 36 motion to move this forward?

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

43 Moving on to item 13, requests by Council members.
 44 Councilman Jimmy Davis.

45 JIMMY DAVIS: Thank you, Mr.
 46 Chair. If it's okay, I'll make these in the form of
 47 one motion.

48 TOMMY DUNN: Yes, sir.
 49 JIMMY DAVIS: From District
 50 Six's special appropriations account to Common Good

1 \$500; and to the Piedmont Village Christmas Light
2 Committee \$2,000. I make that in the form of a motion.
3 TOMMY DUNN: Have a motion
4 by Councilman Jimmy Davis. Have a second?
5 BRETT SANDERS: Second.
6 CINDY WILSON: Second.
7 TOMMY DUNN: Second by
8 Councilman Sanders. Any discussion? All in favor of
9 the motion show of hands. All opposed like sign. Show
10 the motion carries unanimously.
11 Councilman Sanders.
12 BRETT SANDERS: Nothing at
13 this time, sir.
14 TOMMY DUNN: Thank you.
15 Councilman Glenn Davis.
16 GLENN DAVIS: Thank you, Mr.
17 Chair. If I may do both of mine at one time, sir.
18 TOMMY DUNN: Yes, sir.
19 GLENN DAVIS: Out of
20 District Two's appropriations account, I'd like to
21 appropriate \$1,000 to Common Good; \$1,500 to South
22 Carolina HBCU. And I put that in the form of a motion.
23 JIMMY DAVIS: Second.
24 TOMMY DUNN: Have a motion
25 by Mr. Glenn Davis and second by Councilman Jimmy
26 Davis. Open the floor up for discussion. All in favor
27 of the motion show of hands. All opposed like sign.
28 Show the motion carries unanimously.
29 Councilman Elgin.
30 GREG ELGIN: Thank you, Mr.
31 Chairman. From District Three's appropriations
32 account, I'd like to put \$1,000 toward the Common Good.
33 Put that in the form of a motion.
34 TOMMY DUNN: We have a
35 motion by Councilman Elgin.
36 CINDY WILSON: Second.
37 TOMMY DUNN: Second by Ms.
38 Wilson. Open the floor up for discussion. All in
39 favor of the motion show of hands. All opposed like
40 sign. Show the motion carries unanimously.
41 Councilman Sullivan.
42 CHRIS SULLIVAN: Thank you, Mr.
43 Chairman. From the District One appropriations account
44 I would like to put \$750 toward the Common Good. And
45 that's all.
46 TOMMY DUNN: We have a
47 motion by Councilman Sullivan. Do we have a second?
48 CINDY WILSON: Second.
49 TOMMY DUNN: Second by Ms.
50 Wilson. Open the floor up for discussion. All in

1 favor of the motion show of hands. All opposed like
 2 sign. Show the motion carries unanimously.
 3 Ms. Wilson.
 4 CINDY WILSON: Thank you.
 5 District Seven would like to appropriation from our
 6 special appropriations account to the Williamston
 7 Cemetery Committee -- this is an historical cemetery --
 8 for repairs and improvements, in the amount of \$1,000.
 9 JIMMY DAVIS: Second.
 10 CINDY WILSON: And I put that
 11 in the form of a motion.
 12 TOMMY DUNN: We have a
 13 motion by Ms. Wilson; and second by Jimmy Davis. Open
 14 the floor up for discussion. All in favor of the
 15 motion show of hands. All opposed like sign. Show the
 16 motion carries unanimously.
 17 We're going to move -- out of District Five's
 18 special appropriations account, I'd like to donate \$500
 19 to the Common Good. Put that in the form of a motion.
 20 CINDY WILSON: Second.
 21 TOMMY DUNN: Second by Ms.
 22 Wilson. Open the floor up for discussion. All in
 23 favor of the motion show of hands. All opposed like
 24 sign. Show the motion carries unanimously.
 25 Administrator's report.
 26 RUSTY BURNS: Nothing at
 27 this time, Mr. Chairman.
 28 TOMMY DUNN: At this time
 29 we'll move on to citizens' comments. When Mr. Harmon
 30 calls your name, please address the chair. You have
 31 three minutes. And please state your name and district
 32 for the record. Mr. Harmon.
 33 LEON HARMON: Mr. Chairman,
 34 one speaker is signed up, David Blanding.
 35 DAVID BLANDING: Good evening
 36 to the Honorable Council, Anderson County Council. My
 37 name is David Blanding, and I'm a proud product of
 38 Anderson County. I attended Westside High School, but
 39 graduated from T.L. Hanna in 1967. And I continued my
 40 education through Florida A&M. And I spent 43 years
 41 working for the Boeing Company in Southern California.
 42 I'm back home now, and I'm very proud to be back
 43 here in Anderson and see the growth of this county.
 44 And I'm standing before you representing to the
 45 South Carolina HBCU Inner Alumni Council. And we are
 46 here -- we're here as a part of our organization. And
 47 we want you to know, basically, your approval was --
 48 caught me off guard, if you don't mind. But I want to
 49 -- that changes a lot, but we do thank you for that.
 50 But we want you to know that make no mistake that

1 this is not a group of college alumnus getting out
2 there having a good time. This is a strategic
3 investment in the economic engine of Anderson County.

4 This past weekend, over 1000 people gathered in the
5 heart of our city. They heard U.S. Congressman James
6 Clyburn, a graduate of South Carolina State. They felt
7 the thunder of the South Carolina State University
8 marching 101 drum lines. More importantly, they saw
9 our bridge to the future.

10 Our mission is to show our youth that higher
11 education is the direct path to the high demand careers
12 right here in our backyard by bringing together HBCU
13 alums, local industries, community leaders, we are
14 telling our students, there is a place for you in the
15 workforce of tomorrow, and it starts with a degree
16 today.

17 We showed these young people the full spectrum of
18 college experience, academic rigor, the vibrant
19 culture, professional networking that changed lives.
20 This year, we had in attendance AnMed Health, the
21 Boeing Company, A&W Travel, and others. We want to
22 grow our relationship with other companies in the
23 future.

24 Currently, we are in dialog with the South Carolina
25 Department of Employment and Workforce. We want to
26 help our young people in Anderson get to know about
27 great companies like the ones I just spoke of. When
28 the, when the Inner Alumni -- when you support the
29 Inner Alumni Council, you aren't just funding a party,
30 you're funding a talent pipeline. You're investing in
31 the generation of engineers, entrepreneurs and leaders
32 who will call Anderson home.

33 LEON HARMON: Time, Mr.
34 Chairman.

35 TOMMY DUNN: That's time.
36 I'm sorry. We got you. You only have three minutes.
37 That's time.

38 DAVID BLANDING: No problem.

39 TOMMY DUNN: Yes, sir, we
40 appreciate it.

41 DAVID BLANDING: We thank you.
42 Okay?

43 TOMMY DUNN: Yes, sir,
44 thank you. Anyone else, Mr. Harmon?

45 LEON HARMON: No. Mr.
46 Chairman, no one else has signed up.

47 TOMMY DUNN: Moving on to
48 comments from Council members. Ms. Wilson.

49 CINDY WILSON: Thank you, Mr.
50 Chairman. What wonderful weather we've been having,

1 and we're very grateful for the rain.

2 Wanted to invite everybody out to the Spring Fling
3 horse show at Senator T. Ed Garrison Arena. It's a
4 fundraiser that helps with the trails at Clemson, the
5 vet tech program at Tri County Tech and a lot of other
6 youth organizations. And it's a lot of fun, so come
7 join us. And it's free to spectators.

8 TOMMY DUNN: Thank you.
9 Councilman Sullivan.

10 CHRIS SULLIVAN: Thank you, Mr.
11 Chairman. Mine is more on the current event status.
12 As we were sitting here tonight, I got the alert that
13 apparently Iran has agreed with the United States for a
14 two week cease fire, and they are reopening the Strait
15 of Hormuz. So I know we've got some servicemen from
16 our county down there, and cease fire sounds good to
17 me. So I just wanted to spread that news along.

18 Thank you.

19 TOMMY DUNN: Thank you
20 much. Councilman Elgin.

21 GREG ELGIN: Thank you, Mr.
22 Chairman. Just two things to bring up for the record.
23 April the 18th will be the Belton Chili Cook Off
24 downtown in Belton. Also bring to your attention that
25 night, Palmetto Front Line Foundation will hold a WLS
26 event. Stands for when life sucks. They do that to be
27 able to help veterans, first responders, anybody that
28 needs help with that kind of thing. So they'll be
29 having a big deal there at the Civic Center that night.
30 They're going to have some of the deputies from
31 Richland County that are on TV with the -- that thing.
32 They'll be there signing autographs, and they're going
33 to have a live band. So need to look for tickets on
34 that as Palmetto Front Line Foundation. It's on
35 Facebook, you can buy tickets there. Thank you.

36 TOMMY DUNN: Thank you.
37 Councilman Glenn Davis.

38 GLENN DAVIS: Thank you, Mr.
39 Chairman. I would just like to congratulate Mr.
40 Blanding on the event. I wasn't able to stay, but I
41 did come by. Outstanding event. I congratulate you
42 and your team on that event this past Saturday.

43 Thank you, Mr. Chairman.

44 TOMMY DUNN: Thank you.
45 Councilman Sanders.

46 BRETT SANDERS: Thank you, Mr.
47 Chairman. I would just like to just say that I've had
48 each and every one of you reach out to me about our
49 roads and our finance and our budget committee. I know
50 Mr. Davis, Mr. Elgin, Mr. Davis, Mr. Sullivan has

1 reached out several times, and once we get through this
2 budget, I would love for us to sit down and figure out
3 a way to put that in something that can't be touched,
4 but other than roads. And I look forward to working
5 with each and every one of you on that, and hopefully
6 it's something that Mr. Sullivan could possibly
7 spearhead. Thank you, sir.

8 TOMMY DUNN: Thank you.
9 Councilman Jimmy Davis.

10 JIMMY DAVIS: Thank you, Mr.
11 Chair. I don't know where everybody went. They didn't
12 want to stay for the rest of -- the rest -- as Paul
13 Harvey said, the rest of the story, I guess. But I'm
14 optimistic. I'm looking for ways that we can work
15 together and find ways that we can dedicate money to
16 road funding.

17 Mr. Sullivan, I read an article that said Richland
18 County said that their impact because of Lake Murray,
19 they were possibly going to have to raise six mills on
20 property tax to make up for the loss and what they were
21 going to lose in the boat taxes.

22 I've said it for many, many years, I hate property
23 taxes. I wish we could find a way to get rid of them
24 and use a usage tax, which is basically a sales tax.
25 But every time that's ever come up, everybody gets
26 killed on. But I think property taxes are regressive,
27 and we need to find a better way to pay for government
28 in the state.

29 But again, until Columbia makes some changes, FILOs
30 are the only way a lot of times we can get companies
31 attracted to Anderson County. And I look, I look
32 forward to the day to where we don't have to use FILOs
33 and then we can make things work in a way that this --
34 everybody, everybody's getting the same.

35 That's all I've got to say, Mr. Chairman.

36 TOMMY DUNN: Thank you.

37 I'm going to keep this short. I wasn't going to say
38 nothing, but I'm going to keep this short and sweet.

39 There's a group people running around here trying
40 to make FILO a bad word. I was born and raised in
41 Anderson County. There's a lot of great paying job in
42 Anderson County here because of fee in lieu agreements,
43 and we're going to keep doing it.

44 Michelin was one of the very first ones. It goes
45 on and on and on and on. And I want you to look, we
46 had here tonight, we had -- the Public Service
47 Commission had a meeting at the Civic Center about a
48 month, six weeks ago. I seen one or two of these
49 people here, maybe three or four, ain't from Anderson.
50 We seen what spoke here tonight. We have people from

1 Spartanburg and Greenville, but there's been a group
2 run around here, trying to stir everybody up, try to
3 get them starting this thing. We had two other
4 readings; wasn't nobody here. We had a meeting at the
5 Civic Center that Duke Power put on to try to give
6 information out. I seen one and two there eating hot
7 dogs. They ain't said nothing else or try to do
8 anything else.

9 It's political season. That's what we got here
10 tonight. Be very careful. Look around. Watch who's a
11 Republican. If you're a Republican, fine; if you're a
12 Democrat, fine. Whatever. But if you're Republican,
13 watch who's running around. What groups are running
14 around. There was some groups here tonight from
15 (unintelligible) and they're associating themselves
16 with them. Well, that's a real good Republican.

17 We're adjourned.

18
19

(MEETING ADJOURNED AT 8:01 P.M.)

ORDINANCE NO.: 2026-014

AN ORDINANCE TO AMEND DIVISION 2 OF CHAPTER 24, SECTION 24-49 (PLANNING COMMISSION) OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO ADD A PROVISION THAT A PLANNING COMMISSION MEMBER CANNOT HAVE AN INTEREST IN PROPERTY ON WHICH A FEE IN LIEU OF TAX AGREEMENT AND/OR A SPECIAL SOURCE REVENUE AGREEMENT IS PROPOSED; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina, a body politic and a corporate and political subdivision of the State of South Carolina, acting by and through the Anderson County Council, previously adopted Division 2 of Chapter 24 of the Anderson County Code;

WHEREAS, Anderson County Council adopts ordinances which approve, pursuant to state law, economic development projects involving fee in lieu of tax agreements and/or special source revenue agreements;

WHEREAS, the Planning Commission considers certain economic development projects;
and

WHEREAS, the Anderson County Council desires to amend Division 2 of Chapter 24 of the Anderson County Code.

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

1. Sec. 24-49 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to add a new section 24-49 (e) which reads as follows:

Section 24-49(e)

No Planning Commission member shall have an interest in a property on which an economic development project is proposed which has a fee in lieu of tax agreement and/or a special source revenue agreement. For purposes of this section a property interest includes an individual property ownership interest; a familial ownership interest; or as a partner, shareholder, or officer in a partnership or corporation with an ownership interest in the property. A recusal by a Planning Commission member with such a property interest does not satisfy the provisions of this section.

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 _____, 2026.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: March 3, 2026

2nd Reading: March 17, 2026

3rd Reading: April 21, 2026

Public Hearing: April 21, 2026

ORDINANCE NO. 2026-017

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT BY AND AMONG ANDERSON COUNTY, SOUTH CAROLINA, SIGNATURE FOODS USA LLC AND SIGNATURE FOODS REAL ESTATE LLC (FORMERLY KNOWN TO THE COUNTY AND IDENTIFIED COLLECTIVELY AS “PROJECT BENTO”) WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously pass an Inducement Resolution dated December 2, 2025 (the “*Inducement Resolution*”) with respect to potential investment by Signature Foods USA LLC and Signature Foods Real Estate LLC (formerly identified collectively as “*Project Bento*”) (together the “*Companies*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new facility in the County for the manufacture and distribution of food products (collectively, the “*Project*”); and

WHEREAS, the Companies have represented that the Project will involve a collective investment of approximately \$11,500,000 in the County and the expected creation of approximately 202 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 Companies that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

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

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

Companies with respect to the Project (“*FILOT Payments*”), and (b) provide for certain special source credits to be claimed by the Companies against their payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

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

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are appropriate instruments 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 Companies, 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. Revenues generated for the Park from the Project through FILOT Payments (after application of the special source credits described in the Fee Agreement) to be retained by the County (“Net Park Fees”) under the agreement governing the Park shall be distributed within the County as follows:

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

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

(c) All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the 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 3. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the County Administrator and the Clerk to County Council are hereby

authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Companies and to cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 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, empowered and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

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

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

ENACTED in meeting duly assembled this 21st day of April, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

County Administrator

Clerk to County Council

APPROVED AS TO FORM:

County Attorney

First Reading: March 3, 2026
Second Reading: March 17, 2026
Third Reading: April 21, 2026
Public Hearing: April 21, 2026

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 approval, by the County Council at its meetings of March 3, 2026, March 17, 2026, and April 21, 2026, 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: April 21, 2026

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

by and among

ANDERSON COUNTY, SOUTH CAROLINA,

SIGNATURE FOODS REAL ESTATE LLC

and

SIGNATURE FOODS USA LLC

Dated as of _____, 2026

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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 Names:	Signature Foods USA LLC (OpCo) Signature Foods Real Estate LLC (Landowner)	Project Name:	Bento
Projected Investment:	\$11,500,000	Projected Jobs:	202
Location (street):	211 Pine Road, Easley, SC 29642	Tax Map No.:	237-00-13-009
1. FILOT			
Required Investment:	\$10,000,000		
Investment Period:	5 years	Ordinance No./Date:	2026-017; April 21, 2026
Assessment Ratio:	6%	Term (years):	30
Fixed Millage:	339.14	Net Present Value (if yes, discount rate):	n/a
Clawback information:	See Section 4.03(a)		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson/Greenville, December 1, 2010		
3. SSRC			
Total Amount:	30%		
No. of Years	7 years		
Yearly Increments:			
Clawback information:	See Section 4.02(d). If \$10,000,000 is not invested by the end of the third year after property is first placed into service under this Fee Agreement and/or if 75 jobs are not created by the end of the third year after property is first placed into service under this Fee Agreement, the Special Source Credits will be reduced to 15% prospectively.		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “*Fee Agreement*,” as further defined below) is made and entered into as of April 21, 2026 by and among **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*,” as further defined below), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*,” as further defined below), acting by and through the Anderson County Council (the “*County Council*,” as further defined below) as the governing body of the County, Signature Foods Real Estate LLC, a limited liability company organized and existing under the laws of the State of South Carolina, (the “*Landowner*”) and Signature Foods USA LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “*OpCo*”, and together with the Landowner, the “*Companies*,” as further defined below).

RECITALS

1. Title 12, Chapter 44 (the “*FILOT Act*,” as further defined below), Code of Laws of South Carolina, 1976, as amended (the “*Code*,” as further defined below), 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*,” as further defined below).

3. The Landowner (as a Sponsor, within the meaning of the FILOT Act) and the OpCo desire to provide for the acquisition and construction of the Project (as defined herein) to constitute a facility in the County for the manufacture and distribution of food products.

4. Based on information supplied by the Companies, 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 April 21, 2026, the County Council has authorized the County to enter into this Fee Agreement with the Companies 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 Companies for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

ARTICLE I DEFINITIONS

Section 1.01 Definitions

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

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

“Affiliate” shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Companies (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Companies (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Companies (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 Companies (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 Companies enter into this Fee Agreement.

“Companies” shall mean the Landowner and the OpCo 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 each of the Landowner and the OpCo.

“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 Companies and any Sponsor Affiliates of at least \$10,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement) and existing property in the County.

“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 Companies’ or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by their 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 Companies 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 \$5,000,000 by the Companies and any Sponsor Affiliates in the aggregate, in Economic Development Property.

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

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

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

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

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

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

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

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

“Project” shall mean the Land and all the Equipment and Improvements that the Companies determine to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Companies 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 Companies or any Sponsor Affiliate in their respective sole discretion, elect 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 Companies pursuant to Section 4.02 hereof.

“Sponsor Affiliate” shall mean an entity that joins with the Companies 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 Companies 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” as used herein shall include not only investments made by the Companies and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Companies 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 Companies.

[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 Companies, 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 Companies select 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 339.14 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2025, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Credit is to be provided under this Fee Agreement.

Section 2.02 Representations, Warranties, and Agreements of the Landowner

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

(a) The Landowner is organized and in good standing under the laws of the State of South Carolina, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

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

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

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

Section 2.03 Representations, Warranties, and Agreements of the OpCo

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

(a) The OpCo is organized and in good standing under the laws of the State of Delaware, 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 OpCo intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The OpCo intends to operate the Project for the purpose of food products manufacturing and for such other purposes that the FILOT Act permits as the OpCo may deem appropriate.

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

(d) The OpCo, together with the Landowner and 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 Companies intend and expect, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately 202 new, full-time jobs (with benefits) within the Investment Period. The Companies anticipate that Economic Development Property will first be placed in service under this Fee Agreement during the calendar year ending December 31, 2026.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Companies and the County hereby agree that the Companies 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 Companies or any Sponsor Affiliate select for such treatment by listing such assets in their respective annual PT-300S forms (or comparable forms) 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 Companies and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Companies, together with any Sponsor Affiliates, do not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Companies may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Companies, in their respective discretion, deem useful or desirable. In such event, the Companies, at their 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 Companies agree to use 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 Companies 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 Companies 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 Companies and any Sponsor Affiliates agrees 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 Companies 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 Companies 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 Companies anticipate 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 Companies have negotiated the amount of the FILOT Payments in accordance therewith. The Companies 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 Companies 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 Companies and any Sponsor Affiliates obtain 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 Companies 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 Companies and any Sponsor Affiliates to make annual FILOT Payments.

Step 3: Use a millage rate of 339.14 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 Companies and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Companies 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 Companies 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 Companies and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Companies and such Sponsor Affiliates, with respect to a year or years for which the Companies or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Companies 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 Companies or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

(c) Revenues generated for the MCIP from the Project through FILOT Payments (after application of the Special Source Credits described herein) to be retained by the County (“*Net Park Fees*”) under the MCIP Agreement shall be distributed within the 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 the County; and
- (3) All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the County portion of the MCIP in the same percentage as is equal to that taxing entity’s percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 4.02 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 Companies for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Companies shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Companies’ FILOT Payments for a period of seven (7) consecutive years in an amount equal to thirty percent (30%) of that portion of FILOT Payments payable by the Companies with respect to the Project (that is, with respect to investment made by the Companies in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Companies exceed the amount expended with respect to the Infrastructure at any point in time. The

Companies shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) Should the Contract Minimum Investment Requirement not be met by the end of the third year after any portion of Economic Development Property is first placed in service and/or if at least 75 new, full-time jobs are not created by the end of the third year after and portion of Economic Development Property is placed in service, the Special Source Credits otherwise payable under this Fee Agreement shall be reduced to 15% prospectively.

(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 Companies 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 Companies for such property tax year.

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

(h) The Companies shall not be entitled to receive Special Source Credits on any property receiving special source credits under that certain Special Source Credit Agreement by and among the Companies and the County and dated as of April 21, 2026.

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Companies, together with any Sponsor Affiliates, fail to meet the FILOT Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Companies 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 Companies 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 Companies 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 Companies agree 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 Companies and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in their respective 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 Economic Development Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

If the Companies or any Sponsor Affiliate elect to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Companies or any Sponsor Affiliate otherwise utilize Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Companies 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 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 Companies 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 Companies 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 Companies cease operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Companies cease operations as set forth in this Section 5.01. For purposes of this Section, "cease 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 Companies 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 Companies or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Companies agree 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 Companies' 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 Companies 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 Companies 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 Companies 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 Companies and any Sponsor Affiliates acknowledges 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 Companies or any Sponsor Affiliates to any third party, the County agrees to provide the Companies 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 Companies 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 Companies or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Companies from enforcing their rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Companies and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Companies 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 Companies 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 Companies or any Sponsor Affiliates with respect to the Project and any security interests granted by the Companies 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 Companies, 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 Companies agree 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 Companies or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the term of this Fee Agreement, and, the Companies 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 Companies or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Companies or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Companies or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Companies or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Companies 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 Companies 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 Companies or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Companies 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 Companies 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 Companies 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 Companies or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

Section 5.07 Qualification in State

Each of the Companies and any Sponsor Affiliates warrants 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 Companies 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 Companies or any Sponsor Affiliate or operates such assets for the Companies or any Sponsor Affiliate or is leasing the portion of the Project in question from the Companies 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 Companies 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 Companies 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 Companies 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 Companies 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 Companies or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Companies 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 Companies, 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 Companies 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 Companies or such Sponsor Affiliate under this Fee Agreement and/or any release of the Companies or such Sponsor Affiliate pursuant to this Section.

Each of the Companies 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 Companies and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Companies agree to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. The Companies agree to pay the County's legal fees in the amount of \$4,500 for the review and finalization of this Fee Agreement.

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 Companies 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 Companies or such Sponsor Affiliate until the Companies or such Sponsor Affiliate shall have fully paid the amount, and the Companies 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 Companies 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 Companies 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 Companies, in form reasonably acceptable to the County. The Companies 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 Companies 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 Companies and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

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

(c) Failure by the Companies 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 Companies and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Companies 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 Companies or such Sponsor Affiliate are 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 Companies 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 Companies 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 Companies or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Companies’ (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 Companies 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 Companies 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 Landowner:

Signature Foods Real Estate LLC
Attn: Albert Bouwman
211 Pine Road
Easley, SC 29642

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

Womble Bond Dickinson (US) LLP
Attn: Whit McGreevy
5 Exchange Street
Charleston, SC 29401

If to the OpCo:

Signature Foods USA LLC
Attn: Albert Bouwman
211 Pine Road
Easley, SC 29642

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

Womble Bond Dickinson (US) LLP
Attn: Whit McGreevy
5 Exchange Street
Charleston, SC 29401

If to the County:

101 South Main Street
Anderson, SC 29624
Attn: County Administrator

With a copy to:

101 South Main Street
Anderson, SC 29624
Attn: County Attorney

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

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

From time to time, and at the expense of the Companies and any Sponsor Affiliates, the County agrees to execute and deliver to the Companies and any such Sponsor Affiliates such additional instruments as the Companies 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 Companies and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Companies 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 Companies 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 Companies and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Companies

The Companies are 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 Companies' obligations 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 Companies have caused this Fee Agreement to be executed by their respective duly authorized officers, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

ATTEST:

County Administrator

Clerk to County Council of
Anderson County, South Carolina

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

SIGNATURE FOODS REAL ESTATE LLC
a South Carolina limited liability company

By: _____
Its: _____

SIGNATURE FOODS USA LLC
a Delaware limited liability company

By: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

All that certain piece, parcel or tract of land situate, lying, and being in Anderson County, South Carolina, containing 4.799 acres as shown and designated on "ALTA/ACSM Land Title Survey" for DSP Holdings, LLC, prepared by Site Design, Inc., dated February 2, 2012, recorded in the Office of the Register of Deeds for Anderson County on April 10 2012 in Plat Book S-1948 at Page 2, and having according to said survey the following metes and bounds, to wit:

Commencing at an old mag nail located in Pine Road and being 1000.0 from the intersection of Piedmont Road; Thence N 24-25-39 W 9.67 feet to a point and also the Point of Beginning located on the edge of Pine Road and the common corner with Wallace I. Reid and Bonnie R. Reid property now or formerly; thence turning and running with the edge of Pine Road S 74-45-14 W 307.03 feet to a point at the common corner with C.G. McNeely property now or formerly; thence turning and leaving said Pine Road and running with the common line of said McNeely property N 3048-53 W 310.69 feet to an old 1" open top iron pin located at the common corner with Robert L. Home property now or formerly and crossing a 1/2" rebar iron pin set at 30.88 feet; thence running with the common line of said Home property N 29-33-30 W 557.10 feet to an old 1" open top iron pin at the common corner with Carl F. Merritt and Rachel S. Merritt property now or formerly; thence running with the common line of said Merritt property N 79-56-07 E 52.79 feet to an old 3/4" open top iron pin located at the common corner with Lenard J. Flynn property now or formerly; thence turning and running with the common line of said Flynn property S 29-23-58 E 287.32 feet to an old pk nail; thence N 65-35-10 E 311.36 feet to an old 1" open top iron pin located at the common corner with Wallace I. Reid and Bonnie R. Reid property now or formerly; thence running with the common line of said Reid property S 24-25-39 E 613.23 feet to the point and place of beginning and crossing a 1/2" rebar bent iron pin at 593.96 feet.

TMS No. 237-00-13-009

DERIVATION: This being the same property conveyed to SouthState Bank, N.A., by virtue of Title To Real Estate (Limited Warranty Deed) from DSP Holdings, LLC, a South Carolina limited liability company, dated March 25, 2025, recorded March 27, 2025, in Book 17912, Page 178, in the Office of the Register of Deeds for Anderson County, South Carolina.

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 _____, 20__ 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 _____, 20__ between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

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

Personal Property Description

Investment Amount

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

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

Name: _____

Its: _____

ORDINANCE NO. 2026-018

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE CREDIT AGREEMENT BY AND AMONG ANDERSON COUNTY, SOUTH CAROLINA, SIGNATURE FOODS USA LLC AND SIGNATURE FOODS REAL ESTATE LLC (FORMERLY KNOWN TO THE COUNTY AND IDENTIFIED COLLECTIVELY AS “PROJECT BENTO”) WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL RECEIVE CERTAIN SPECIAL SOURCE CREDITS IN RESPECT OF INVESTMENT IN RELATED INFRASTRUCTURE; 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, Title 4, Chapter 1 (the “*Multi-County Park Act*”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payments in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, 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, the County Council has agreed to assist Signature Foods USA LLC, a Limited Liability Company (the “*Operating Company*”) and Signature Foods Real Estate LLC, a Limited Liability Company (the “*Landlord*”) and together with the Operating Company, the “*Companies*”) (formerly known to the County as “Project Bento”), in the establishment by the Companies of a manufacturing and distribution facility in the County (the “*Project*”) by (i) adding the Project to a joint county industrial and business park established by the County with an adjoining South Carolina county pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act (a “*Park*”) and (ii) pursuant to the Section 4-1-175 of the Multi-County Park Act, providing for certain special source credits against payments in lieu of taxes by the Companies from and with respect to the Project in qualified Infrastructure used in the establishment and operation of the Project; and

WHEREAS, the Companies have represented that the Project will involve a combined investment of approximately \$11,500,000 in the County and the expected creation of approximately 202 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Special Source Credit Agreement); 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 Council has agreed, pursuant to Section 4-1-175 of the Multi-County Park Act, to provide special source credit financing of the Infrastructure with respect to the Project by providing a credit to the Companies against payments in lieu of taxes for the Project in the Park (the ***“FILOT Payments”***) in an annual amount equal to: (a) forty-one percent (41%) of the FILOT Payments for the Project in the Park, for a period of thirty (30) consecutive years as to each increment of investment placed in service within the Investment Period; and (b) an additional thirty percent (30%) of the FILOT Payments for the Project in the Park, for a period of seven (7) consecutive years, beginning with the FILOT Payment to be first payable on or before the January 15 immediately following the year immediately following the first year in which any portion of the Project is first placed in service for the Project in the Park, all subject to the Companies meeting the investment set forth herein, and all as set forth more fully in the Special Source Credit Agreement between the County and the Companies presented to this meeting (the ***“Special Source Credit Agreement”***); and

WHEREAS, the County has determined and found, on the basis of representations of the Companies, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and

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

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

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

Section 1. The Chairman of County Council, for and on behalf of the County, is hereby authorized, empowered and directed to execute and deliver the Special Source Credit Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such official shall determine and as are not inconsistent with the matters contained herein, and are directed to do anything otherwise necessary to effect the execution and delivery of the Special Source Credit Agreement and the performance of all obligations of the County under and pursuant to the Special Source Credit Agreement.

Section 2. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized, empowered and directed to do any and all things necessary to effect the execution and delivery of the Special Source Credit Agreement and the performance of all obligations of the County thereunder.

Section 3. Revenues generated for the Park from the Project through FILOT Payments (after application of the Special Source Credits described in the Special Source Credit Agreement) to be retained by the County (***“Net Park Fees”***) under the agreement governing the Park shall be distributed within the 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 the County; and

(3) All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the 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 provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

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

ENACTED in meeting duly assembled this 21st day of April, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

County Administrator

Attest:

Clerk to County Council

APPROVED AS TO FORM:

County Attorney

First Reading: March 3, 2026
Second Reading: March 17, 2026
Third Reading: April 21, 2026
Public Hearing: April 21, 2026

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 approval, by the County Council at its meetings of March 3, 2026, March 17, 2026, and April 21, 2026, 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: April 21, 2026

SPECIAL SOURCE CREDIT AGREEMENT

among

ANDERSON COUNTY, SOUTH CAROLINA,

and

SIGNATURE FOODS USA LLC
a Delaware limited liability company

and

SIGNATURE FOODS REAL ESTATE LLC
a South Carolina limited liability company

Dated as of April 21, 2026

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of April 21, 2026 (the “*Agreement*,” as further defined below), among **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “*County*,” as further defined below), Signature Foods USA LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “*Operating Company*”), and Signature Foods Real Estate LLC, a limited liability company organized and existing under the laws of the State of South Carolina (the “*Landlord*”) (the Operating Company and the Landlord, individually, a “*Company*”, and collectively, the “*Companies*,” as further defined below).

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*,” as further defined below); and

WHEREAS, the Operating Company will operate the Project (as defined below) on the land in the County described in Exhibit A hereto, owned by the Landlord (the “*Land*”); and

WHEREAS, the Companies have represented that they intend 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 a manufacturing facility in the County (the “*Project*”), which will result in an expected aggregate investment of at least \$11,500,000 and the expected creation of approximately 202 new, full-time, jobs (with benefits), 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*,” as further defined below) 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*,” as further defined below), 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 further defined below), 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 Companies are 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*,” as further defined below), 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 Companies in respect of the Companies’ 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 April 21, 2026, following conducting a public hearing on April 21, 2026;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Companies 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.

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

“**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.

“**Fee Payments**” shall mean the payments in lieu of taxes made by the Companies 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.

“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.

“Investment Target” shall mean the investment by the Companies of at least \$10,000,000 in the Project.

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

“Landlord” 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.

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

“Ordinance” shall mean the ordinance enacted by the County Council on April 21, 2026, authorizing the execution and delivery of this Agreement.

“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 Multi-County Park Act, or any successor provision, with respect to the Project.

“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 Companies hereunder.

“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.

“Special Source Credits” shall mean the credits to the Fee Payments in respect of the Companies’ investment in Cost of the Infrastructure set forth in Section 3.02(a) hereof.

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 Infrastructure Credit Act and the Multi-County Park 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 Companies 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 Companies make the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Operating Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware 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) The Landlord is a limited liability company duly organized, validly existing, and in good standing under the laws of 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.

(c) 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 either of the Companies are now a party or by which either 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 either Company, other than as may be created or permitted by this Agreement.

(d) The Companies shall use commercially reasonable efforts to cause the Investment Target to be achieved during the Investment Period.

(e) To the best knowledge of the Companies, 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 Companies 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 Companies is there any basis therefore.

(f) The Companies agree 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. The Companies agree that they will pay the County's legal fees in the amount of \$4,000 for the review and finalization of this Agreement.

(g) The Companies agree to maintain such books and records with respect to the Project as will permit verification of the Companies' compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02(c) hereof. The Companies, 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 Companies believe 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 Companies.

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 Companies' expense, pursuant to Section 4-1-170 of the Multi-County Park 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) The County covenants that it will from time to time, at the request and expense of the Operating 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 Companies 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 Companies for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before the January 15 immediately following the year immediately following the first year in which any portion of the Project is first placed in service, the County shall provide to the Operating Company and the Landlord Special Source Credits: (i) for a period of thirty (30) consecutive years on each increment of investment placed in service during the Investment Period in an amount equal to forty-one percent (41%) of that portion of Fee Payments payable by the Operating Company and the Landlord with respect to the Project (that is, with respect to investment made by the Companies in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the Park Agreement; and (ii) for a period of seven (7) consecutive years in an amount equal to an additional thirty percent (30%) of that portion of Fee Payments payable by the Operating Company and the Landlord with respect to the Project (that is, with respect to investment made by the Companies in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the Park Agreement. In the event that either or both of the Companies would be entitled to receive a property valuation exemption pursuant to S.C. Code Ann. § 12-37-220(B)(52) or any successor provision, such exemption will be applied against the credits set forth in this Section 3.02(a)(i), it being the intent of the parties that the Companies shall be provided an effective assessment ratio on their property of six percent (6%).

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Operating Company or the Landlord 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. Each of the Operating Company and the Landlord hereby waive 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 Operating Company and the Landlord agree that notwithstanding such waiver, if they 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 amount of the Special Source Credit that the Operating Company and the Landlord are otherwise eligible to receive shall be reduced by the amount of the abatement of *ad valorem* taxes for the portion of the investment in the Project for which a Special Source Credit is taken. The Operating Company and the Landlord shall not be eligible to receive Special Source Credits on any property reported under that certain Fee in Lieu of Tax Agreement and Special Source Credit Agreement by and among the County, the Operating Company and the Landlord and dated as of April 21, 2026.

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Operating Company and the Landlord exceed the amount expended by them collectively with respect to the Infrastructure at any point in time. The Operating 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 B. Further, any amount of reimbursement of the Operating Company or the Landlord for Infrastructure expenditure by way of a Special Source Credit may not be duplicated through a Special Source Credit to the other Company for the same expenditure.

(d) Should the Investment Target not be met by the end of the third year after any portion of the Project is placed in service and/or if at least 75 new, full-time jobs are not created by the third year after any portion of the Project is placed in service, the 30% Special Source Credits otherwise payable under this Agreement shall be reduced to 15% for the remainder of the seven year period established pursuant to Section 3.02(a) hereof. In the event the first portion of the Project is placed in service in 2025, the three-year period set forth in this Section 3.02(d) shall end on December 31, 2028.

(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 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) 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.

(g) 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.

(h) Revenues generated for the Park from the Project through Fee Payments (after application of the Special Source Credits described in this Agreement) to be retained by the County (“Net Park Fees”) under the agreement governing the Park shall be distributed within the County as follows:

- a. 15% of Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby;
- b. 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County; and

- c. All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the 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.

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 Operating Company or the Landlord. The County hereby acknowledges that the Companies 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 Operating Company or the Landlord 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 Operating Company or the Landlord, as the case may be, 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 either 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 either Company, respectively, specifying the failure and requesting that it be remedied is given to the County by a Company, or to the Companies by the County, by first-class mail, the County or the Companies, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Remedies and Legal Proceedings by the Companies or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Companies 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 Infrastructure Credit Act, the Multi-County Park 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 either 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 either 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 applicable 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 Companies. 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 Companies 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 Companies.

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 Companies. 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 Companies or any of their 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
101 South Main Street
Anderson, SC 29624
Attn: County Administrator
- with a copy to:
(which shall not constitute notice to the County) Anderson County Attorney
101 South Main Street
Anderson, SC 29624
- (b) if to the Operating Company: Signature Foods USA LLC
211 Pine Road
Easley, SC 29642
Attn: Albert Bouwman
- with a copy to:
(which shall not constitute notice to the Companies) Womble Bond Dickinson (US) LLP
5 Exchange Street
Charleston, South Carolina 29401
Attn: Whit McGreevy
- (b) if to the Landlord: Signature Foods Real Estate LLC
211 Pine Road
Easley, SC 29642
Attn: Albert Bouwman
- with a copy to:
(which shall not constitute notice to the Companies) Womble Bond Dickinson (US) LLP
5 Exchange Street
Charleston, South Carolina 29401
Attn: Whit McGreevy

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Companies shall also be given to the others. The County and the Companies 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.

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 Companies, or by reason of the County’s relationship to the Project or by the operation of the Project by the Companies, 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 Operating 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 Operating 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 Companies, 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 County Administrator and the Clerk of its County Council and the Landlord and the Operating Company 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:

County Administrator

Clerk to County Council of
Anderson County, South Carolina

[Signature page 1 to Special Source Credit Agreement]

SIGNATURE FOODS REAL ESTATE LLC
a South Carolina limited liability company

By: _____
Name: _____
Title: _____

[Signature page 2 to Special Source Credit Agreement]

SIGNATURE FOODS USA LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[Signature page 3 to Special Source Credit Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land situate, lying, and being in Anderson County, South Carolina, containing 4.799 acres as shown and designated on "ALTA/ACSM Land Title Survey" for DSP Holdings, LLC, prepared by Site Design, Inc., dated February 2, 2012, recorded in the Office of the Register of Deeds for Anderson County on April 10 2012 in Plat Book S-1948 at Page 2, and having according to said survey the following metes and bounds, to wit:

Commencing at an old mag nail located in Pine Road and being 1000.0 from the intersection of Piedmont Road; Thence N 24-25-39 W 9.67 feet to a point and also the Point of Beginning located on the edge of Pine Road and the common corner with Wallace I. Reid and Bonnie R. Reid property now or formerly; thence turning and running with the edge of Pine Road S 74-45-14 W 307.03 feet to a point at the common corner with C.G. McNeely property now or formerly; thence turning and leaving said Pine Road and running with the common line of said McNeely property N 3048-53 W 310.69 feet to an old 1" open top iron pin located at the common corner with Robert L. Home property now or formerly and crossing a 1/2" rebar iron pin set at 30.88 feet; thence running with the common line of said Home property N 29-33-30 W 557.10 feet to an old 1" open top iron pin at the common corner with Carl F. Merritt and Rachel S. Merritt property now or formerly; thence running with the common line of said Merritt property N 79-56-07 E 52.79 feet to an old 3/4" open top iron pin located at the common corner with Lenard J. Flynn property now or formerly; thence turning and running with the common line of said Flynn property S 29-23-58 E 287.32 feet to an old pk nail; thence N 65-35-10 E 311.36 feet to an old 1" open top iron pin located at the common corner with Wallace I. Reid and Bonnie R. Reid property now or formerly; thence running with the common line of said Reid property S 24-25-39 E 613.23 feet to the point and place of beginning and crossing a 1/2" rebar bent iron pin at 593.96 feet.

TMS No. 237-00-13-009

DERIVATION: This being the same property conveyed to SouthState Bank, N.A., by virtue of Title To Real Estate (Limited Warranty Deed) from DSP Holdings, LLC, a South Carolina limited liability company, dated March 25, 2025, recorded March 27, 2025, in Book 17912, Page 178, in the Office of the Register of Deeds for Anderson County, South Carolina.

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Operating 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 "**Operating Company**") and _____ (the "**Landlord**"), as follows:

(1) As of December 31, 20__, the total amount of Special Source Credits received by the Operating Company and the Landlord is as follows:

(a)	Operating Company	\$ _____
(b)	Landlord	_____
(c)	Total Special Source Credits received	\$ _____

(2) As of December 31, 20__, the total amount of investment in Costs of Infrastructure by the Operating Company and the Landlord 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.: 2026-013

AN ORDINANCE TO APPROVE A GROUND LEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND BLACKDOG AIR, LLC FOR LOCATION OF AN AIRCRAFT HANGAR AT THE ANDERSON REGIONAL AIRPORT; AND OTHER RELATED THERETO.

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

WHEREAS, the County proposes to lease to Blackdog Air, LLC, parcels of the Anderson Regional Airport property for purposes of design and construction of a hangar for aircraft storage in the vicinity shown on Exhibit B; and

WHEREAS, the County has determined that in consideration of Blackdog Air LLC’s proposed development of hangars, substantial benefit would inure to the public by execution of these Lease Agreements.

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

1. The Anderson County Council hereby approves the ground lease agreement as shown in Exhibit A attached hereto, for purposes of development and construction of an aircraft hangar on the Anderson Regional Airport property. The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name of and on behalf of the County to carry out the transactions authorized by this Ordinance.
2. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by a Court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. This Ordinance shall take effect and be in full force upon the third reading and enactment of by Anderson County Council.

ORDAINED in meeting duly assembled this _____ day of _____, 2026.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

Exhibit A

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT, by and between **ANDERSON COUNTY, SOUTH CAROLINA** a political subdivision of the State of South Carolina (hereinafter referred to as the “Lessor” or “County”) and **Blackdog Air, LLC**, organized and existing under the laws of the State of South Carolina (hereinafter referred to as the “Lessee”);

WITNESSETH:

WHEREAS, the Lessor is the owner of a tract of land which is known as Anderson Regional Airport (hereinafter referred to as “Airport”) located in Anderson County, South Carolina; and

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, that property on the Anderson Regional Airport identified and more particularly described by the Exhibit A and made a part of this Lease; and

WHEREAS, Anderson County has determined that, in consideration of Lessee’s proposed investment of the construction of hanger space, substantial benefit would inure to the public by execution of this Lease Agreement; and

NOW THEREFORE, for and in consideration of the premises and covenants herein contained and in further consideration of the payment of rent hereinafter stipulated, and of the terms and conditions herein set forth, the parties hereto do hereby agree as follows:

SECTION 1. LEASED PROPERTY:

A. Description. The leased property consists of the property described in Exhibit A, and as may be further defined with a Final Survey after appropriate approvals.

SECTION 2. USE OF LEASED PROPERTY:

A. Use by Lessee. Lessee shall use the Leased Property only for aircraft storage and incidental uses directly related to aircraft storage. Leased Property includes the following:

1. Land: Approximately 14,900 square feet to provide for building, parking, and required buffers as further described in Exhibit A.

2. Buildings (to be constructed by tenant): Approximately 4,900 square feet of properly lighted and heated building space for aircraft storage and incidental uses.

B. Ingress and Egress. Lessee shall have the right of ingress and egress from the Leased Property over airport roadways, expressly subject to such rules and regulations as may be established by the Airport Manager. Lessee shall have the right of ingress and egress from the Leased Property by way of aircraft taxiway or aircraft access way adequate for Lessee's aircraft.

SECTION 3. RESTRICTIONS ON USE OF LEASED PROPERTY:

A. Leased Property to Be Used for Designated Purposes. The Leased Property shall not be used for any purposes, except for the specific purposes herein designated, without the written consent of the Lessor.

B. Control of Lighting. Lessee agrees to control all future lighting on the Leased Property so as to prevent illumination from being a hazard to pilots landing on, taking off from, or taxiing on the Airport. The determination of whether lighting creates a hazard shall rest solely upon the reasonable judgment of the Airport Manager.

C. Commercial Operations. The Lessee, sublessees, or any future occupants shall be expressly prohibited from advertising, soliciting, or providing repair services, maintenance services, Fixed Based Operations services, or any other similar services without the expressed written consent of the Anderson County Airport Manager. Lessee shall be prohibited from any commercial activity that deals with fuel or fuel sales, as well as any commercial activity that deals with paint, paint application, paint stripping, or paint removal. For so long as Lessee does not operate a business that provides services that are substantially the same as or identical to services provided by the Lessor, the Lessee shall specifically have the right to operate offices for itself or any other entity owned or controlled by Lessee and its members.

D. Advertising Generally. No sign, advertisement, symbol, or corporate logo may be applied or affixed to the outside of any building without approval of the Airport Manager.

E. Airport Master Plan. Lessee will at all times cooperate with all provisions of any Airport Master Plan adopted by the Airport or approved by the Anderson County Council.

SECTION 4. TERM OF LEASE AGREEMENT:

The term of this Lease Agreement consists of two phases:

- Phase I – Construction
- Phase II –Thirty Year Term

Phase III-Option for Renewal Term

- A. Phase I – Construction. This Lease Agreement shall commence and be effective on _____, and the term of Phase I of this Lease Agreement shall end no later than (1): 2 years and 6 months after the execution date of the Lease Agreement; or (2) the date of the issuance of a Certificate of Occupancy, whichever occurs first.
- B. Phase II – Thirty Year Term. The term of Phase II of this Lease Agreement shall commence the next calendar day following the end of Phase I – Construction and shall be for a period of 30 years. This Lease Agreement shall terminate absolutely and without further obligation on the part of either Lessor or Lessee 30 years from the day following the end of Phase I, unless terminated earlier in accordance with the termination provisions of this Lease Agreement.
- C. Phase III-Option for Renewal Term. At the end of the expiring term after Phase II, Lessor grants unto Lessee the right to renew this Ground Lease Agreement for five (5) years (One 5-year term) upon the terms contained within this paragraph, provided however, that Lessee provides notice to Lessor at least 180 days prior to expiration of the Phase II lease term of its intent to exercise this option for one additional term of five (5) years. The annual lease amount for this Option for Renewal Term shall be based upon a fair market lease rate for the land and building improvements (the “Leased Property” or “Property” as defined in Section 2.A herein). If Lessee fails to provide notice to Lessor at least 180 days prior to expiration of the Phase II lease term, Lessee shall be deemed to have rejected this Option for Renewal Term and Lessor shall have the right to leave third party based upon a fair market lease rate for the property.

SECTION 5. LEASE PAYMENT:

- A. Phase I – Construction Rent. Lessee agrees to pay Lessor during the Phase I - Construction, an annual amount of \$ 3,725.00. Rent is accrued on a monthly basis and shall be paid in equal monthly installments, in the amount of \$ 310.00 due and payable on the first day of each month in advance during the term of this Lease Agreement.
- B. Phase II – Thirty Year Term. Lessee agrees to pay Lessor, for the Leased Property, an annual amount of \$ 3,725.00 and subject to escalation as provided below. Rent is accrued on a annual basis and shall be paid in annual installments, in the amount of \$ 3,725.00 due and payable on the first day the month after the end of Phase I and then due annually on such date in advance

during the term of this Lease Agreement.

C. Escalation Clause. Beginning 5 years after the execution date of this lease agreement, lease rates are subject to an increase of no more than ten percent (10%) during each succeeding five year period until the end of the period defined by Phase II described above, i.e. the 10% income applies to each year within the five year period..

D. Failure to Pay. On failure of Lessee to pay rental when due, and subject to the grace periods set forth in Section 20 hereof, Lessor has the right, subject to the provisions under Sections 17, 18, 19 and 20 hereof, at its option: (1) to declare this Lease Agreement void, and cancel the same, without the necessity of any legal proceedings; or (2) enter and take possession of the Leased Property. Lessor at its option, upon a breach of this contract for any reason, may then sublet the Leased Property at the best price obtainable for any reasonable effort through private negotiations and charge the difference when the same comes due monthly, if any, between said price of subletting and the contract price to Lessee and hold him liable therefor. Such subletting on the part of the Lessor will not in any sense constitute a breach of this contract on the part of the Lessor, but Lessor will act as agent for the Lessee to minimize the damage caused by Lessee's breach. These rights of the Lessor are cumulative and not restrictive of any other rights under the law, and failure on the part of the Lessor to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

SECTION 6. SCHEDULE OF IMPROVEMENTS BY LESSEE:

A. Minimum Improvements. Lessee shall, within the period of time set forth for Phase I – Construction in Section 4(A) hereinabove, complete the following capital improvements:

1. Construction of airport hangar of approximately 4,900 square feet, in accordance with Exhibit B, Hangar Site Plan and Hangar Floor Plan, which are hereby attached as Exhibit B and made a part of this Lease. A Certificate of Occupancy shall be issued no later than 2 years and 6 months after the execution date of the Lease Agreement. Failure of Lessee to obtain a Certificate of Occupancy shall be an Event of Default.

B. Maintenance by Lessee. Lessee shall be responsible for the required maintenance to keep the property in good condition, as determined by the Airport Manager, throughout the term of the Lease Agreement. Lessor shall be responsible for all lawncare and access road and Lessee shall be responsible for all shrubbery and landscaping maintenance.

C. Plans and Specifications.

1. No improvements, including landscaping, shall be erected or placed on the Leased Property, and no alterations shall be made in the improvements and facilities constructed, without prior written approval by the Airport Manager. Such approval shall not be unreasonably withheld.

2. Two complete sets of plans and specifications for all future buildings, alterations, and improvements and for all subsequent planned changes therein or alterations shall, at least 30 days prior to beginning of construction or changes, be signed by Lessee and delivered to the Airport Manager for his consideration and approval.

SECTION 7. CONSTRUCTION:

A. Schedule.

1. All information necessary for the submission of Notice of Construction or Alteration, FAA form 7460-1, shall be provided to the Airport Manager, for final approval by the Federal Aviation Administration, as required by Paragraph 77.13(a)(5)(1) of Part 77, Federal Aviation Regulations. Approval must be accomplished by Lessee, and Lessor has the right of final approval. The FAA Final Determination shall be hereby attached as Exhibit C, FAA Final Determination and made a part of this Lease.

2. Within the time schedule set forth in Section 6A, Minimum Improvements, Lessee agrees to construct or cause to be constructed and completed upon the Premises in accordance with the terms of this Lease and all applicable laws, ordinances, regulations and matters of record, the improvements and facilities set forth in Section 6A hereof. The date for completion may, however, be extended for the period of any unavoidable delay, if Lessee makes a claim for such delay in writing to Lessor within 10 days after the commencement of the cause for such delay. For the purpose of this Lease, the term “unavoidable delay” shall mean delay suffered by the Lessee or Lessee’s contractors which necessarily and materially interferes with the progress and extends the time required for the completion of such work and which is caused by, but not limited to, such events as acts of nature or the elements, strikes, lockouts, fire, or other causes beyond the control of Lessee or Lessee’s contractors.

B. Default by Failure to Construct. Any breach by Lessee of any of the terms and provisions of Section No. 5, Lease Payment; Section No. 6, Schedule of Improvements by Lessee; and Section No. 7, Construction, of this Lease shall constitute a material breach and shall be deemed to be “an event of default by Lessee” under Section 20, Events of Default by Lessee, unless cured as set

forth in Section 20.

SECTION 8. COMPLIANCE WITH LAWS AND REGULATIONS:

A. Subordination of Leased Property to United States It is agreed and understood that this Lease Agreement and the provisions hereof, shall be subject and subordinated to the terms and conditions of the instruments and documents under which Anderson County is authorized to use the airport property.

B. Non-Discrimination. Lessee agrees that in its operation and use of the Leased Property and/or the Airport it will not, on the basis of race, color, national origin, religion, sex, age or disability, discriminate against any person or group of persons in any manner prohibited by the Federal Aviation Regulations, federal, state or local laws. Lessee hereby agrees to include the aforesaid language in any agreement it has with a sub-tenant who operates from or uses the Leased Property.

C. Airport Rules and Regulations. Lessee agrees to abide by all ordinances, rules, and regulations concerning the Airport, operational safety, operational and airport security, parking of aircraft and other vehicles, and fire prevention promulgated by the Airport Manager or the Anderson County Council. Copies of such rules and ordinances are available to Lessee in the office of the Airport Manager. Any signage posted by the Airport Manager must be followed. Repeated failure to follow Airport Rules and Regulations shall be an Event of Default.

D. FAA Rules and Regulations. Lessee shall at all times act in a lawful manner and at all times conform to the rules and regulations of the Federal Aviation Administration (FAA) insofar as applicable to Lessee's possession and operation of its aircraft. Lessee agrees to include the language in this sub-section with any sub-tenant.

E. Non-Disturbance on Leased Property. Lessee shall not commit or suffer to be committed upon the Leased Property any act or thing which may unreasonably disturb the quiet use and enjoyment of any other tenant at the airport.

SECTION 9. UTILITIES:

A. Payment for Utilities. It is agreed that the rent as noted in Section 5 does not include payment for utilities. Lessee shall throughout the term of this Lease Agreement pay all utility bills which may accrue on the Leased Property, including, but not limited to, installation of meters and utility connections for the calculation of utility fees incurred by Lessee.

B. Right of Connection. Lessee may, at Lessee's expense, connect to all utilities at the nearest points of existing utility lines, and shall thereafter maintain, repair, and replace all such utilities to and including the points of such connections.

C. Waiver of Damage. Lessee hereby waives any claim against and releases Lessor (but not any third parties, such as other lessees) from any and all claims for damage arising or resulting from failures or interruptions of utility services, including but not limited to, electricity, gas, water, plumbing, sewerage, telephone, communications, heat, ventilation, or for the failure or interruption of any public or passenger services facilities.

SECTION 10. CHARACTER AND STANDARDS OF OPERATION:

A. Operate in a First-Class Manner. During the full term of this Lease Agreement, Lessee shall continuously operate and maintain, in a first-class manner, the existing grounds and facilities and all improvements on the Leased Property.

B. Supervision by Manager. The Lessee or its designee shall be available on the Property as required in order to ensure compliance with all responsibilities as set forth in this Lease.

C. Aircraft Housed in Hanger. Notwithstanding any provisions elsewhere in this Lease Agreement, the following provisions apply:

a. No aircraft shall be placed in the hanger unless the Lessee maintains at least a fifty-one percent (51%) ownership interest in the aircraft.

b. Only aircraft shall be placed in the hanger, i.e. no automobile, truck, recreational vehicle, motor home, ATV, or any other vehicle whatsoever shall be placed in the hanger on either a temporary or permanent basis, except that Lessee may park a personal vehicle in the hanger while flying and may house equipment necessary to move aircraft into and out of the hanger.

c. Lessee shall be solely responsible for physical placement and removal of aircraft from the hanger.

d. If maintenance on aircraft is to be performed in the hanger, Lessee must provide appropriate insurance coverage, including but not limited to pollution insurance coverage.

SECTION 11. LESSEE TO HOLD HARMLESS:

The Lessee shall be responsible from the time of signing this Lease Agreement for all injury or damage, of any kind, resulting from the work or the occupancy of the Leased Property to any persons or property. Except in cases of gross or willful negligence by Lessor, the Lessee shall exonerate, indemnify and hold harmless the Lessor from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation and actions, based upon or arising out of damage or injury (including death) to persons or property. This includes any third party, caused by or sustained in connection with the performance of this Lease Agreement or arising out of work performed under this Lease Agreement and shall assume and pay for, without cost to the Lessor, the defense of any and all claims, litigation and actions, suffered through any act or omission of the Lessee or any subcontractor or anyone directly or indirectly employed by or under the supervision of any of them, or in any way arising out of the use and occupancy of the Leased Property. The Lessee expressly agrees to defend at its expense against any claims brought or actions filed against the Lessor where and to the extent such claim or action involves, in whole or in part, the subject of the indemnity contained herein.

Notwithstanding any of the foregoing provisions Lessee shall have no duty, responsibility or obligation to indemnify Lessor in the event claims or action are asserted, made or filed against Lessor which are alleged to be attributed, in whole or in part, to Lessor's direct actions, s, gross negligence or willful negligence. In such cases Lessee shall have no duty to defend, indemnify or incur any expenses in defending Lessor from such claims.

SECTION 12. LIABILITY:

A. Liens. Lessee shall keep the Leased Property and all improvements thereon free from any and all liens and encumbrances arising out of any work performed, materials furnished, or obligation incurred by Lessee, Lessee's employees, agents, or contractors. Lessee agrees to indemnify and to hold Lessor harmless from any such liens and to pay to Lessor, upon demand, the cost of discharging such liens with interest at the rate of ten-percent (10%) per annum from the date of such discharge, together with reasonable attorneys' fees in connection with the settlement, trial, or appeal of any such lien matter.

B. Bankruptcy. In the event that bankruptcy or state insolvency or receivership proceedings shall be filed and sustained for a period of greater than 90 days against Lessee, its heirs, executors, administrators, successors or assigns, in any Federal or State Court, it shall give the right to Lessor, at its option, to immediately declare this contract null and void, and to at once resume possession

of the Leased Property and improvements thereon. No Receiver, Trustee, or other judicial officer shall ever have any right, title or interest in or to the Leased Property by virtue of this Lease Agreement.

C. Tenant at Will. If Lessee remains in possession of Leased Property after expiration of the terms hereof, without Lessor's acquiescence and without any express agreement of the parties, Lessee shall become a tenant at will at the rental rate of 150% of the rate in effect at the end of the term of this Lease Agreement; and Lessee shall be bound by the terms and conditions of this Lease Agreement as far as applicable; and there shall then be no renewal of this Lease Agreement by operation of law.

SECTION 13. LIABILITY INSURANCE:

A. Comprehensive General Liability. Lessee shall maintain at all times during the term of this Lease Agreement comprehensive general liability insurance coverage, for terms and conditions deemed appropriate by the Lessee to protect its interests, with a minimum \$1,000,000 per occurrence limit. Comprehensive Liability coverage for Lessee's subcontractors, if any, shall be obtained by Lessee with a \$1,000,000 policy limit. Lessee shall name Anderson County as Additional Insured including Completed Operations. These policy limits shall be subject to review at each five year period (see Escalation Clause in Section 5.C.).

B. Policies. All Liability Insurance policies required under Section 13 hereof shall include Lessor as additional insured under such policies of insurance. All applicable policies are to be Primary and Noncontributory with Waiver of Subrogation. A Minimum standard of acceptability of a carrier should be an A.M. Best's rating of A-VI.

C. Certificate of Coverage. Lessee shall furnish to the County within 30 days after execution of this Lease Agreement, or prior to the initiation of any construction or development on the Leased Property, which ever shall first occur, a certificate or certificates evidencing such insurance coverage with companies doing business in South Carolina and acceptable to Lessor covering:

- i. The coverage and policy limits contained herein, including Anderson County as additionally insured.
- ii. The location and the operation to which the insurance applies.
- iii. The expiration date of the policy(ies).
- iv. The name and address of the party to whom the certificates should be issued:

Anderson County
PO Box 8002

Anderson, SC 29622
Attention: County Administrator

If such coverage is canceled, reduced, or materially changed, Lessee shall, within 15 days of such event, notify the County of such cancellation, reduction, or material change of coverage and file with the County a certificate showing that the required insurance has been reinstated or is being provided through another insurance company or companies.

Prior to 10 days before the expiration of any such certificate, Lessee shall deliver to the County a certificate renewing or extending the terms for a period of at least 1 year, or a replacement certificate acceptable to Lessor evidencing the required insurance coverage.

SECTION 14. BUILDERS RISK INSURANCE:

During construction, Lessee Shall obtain and maintain property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. Lessee shall obtain and maintain fire insurance with extended coverage in an amount equal to the estimated completed value of such building(s). Coverage shall be written on a "completed value" basis. The Lessee shall provide the Lessor with a certificate of insurance in the same manner as required in Section 13F Certificate of Coverage.

SECTION 15. PERMANENT PROPERTY INSURANCE:

Lessee shall provide to the Lessor evidence of coverage of an "all risk" property insurance policy, written on a "replacement cost" basis; it is understood by Lessor that such coverage shall be subject to exclusions and limitations to coverage by the Lessee's insurance company. The Lessee shall provide the Lessor with a certificate of insurance in the same manner as required in Section 13F Certificate of Coverage.

SECTION 16. DAMAGE, DESTRUCTION OR CONDEMNATION OF LEASED PROPERTY:

If the building or improvements on the Leased Property are destroyed by fire or any other cause, or substantially damaged as to be unusable, Lessee shall have the option to either (a) terminate this Lease Agreement upon payment to Lessor of an amount equal to 1/25th of the insurance proceeds multiplied by the number of years the Lessee has been in possession under this Lease Agreement, which payment shall be made from the proceeds of insurance received by the Lessee and not from other assets of the Lessee; or (b) to rebuild as expeditiously as possible, using

insurance proceeds therefore and to treat this Lease Agreement as continuing in effect. Lessee shall notify Lessor in writing of which alternative it elects within 30 days after date of determination of the amount of insurance proceeds owed to Lessor.

In the event that a part of the improvements are damaged by fire or other cause, this Lease Agreement shall be treated as continuing in effect, and Lessee shall rebuild and/or repair as expeditiously as possible, and, so long as Lessee is, in good faith, taking the action required to rebuild and/or repair such portion of the improvements as required herein, rent shall be reduced pro rata, based on the square footage of the affected improvements, until such improvements are rebuilt and/or repaired, such that they may be occupied safely and used for their intended purpose by Lessee.

A. Partial Taking. In the event of the condemnation, or taking by eminent domain of a portion of the Leased Property, if the remainder of the leasehold is in an economically viable operating unit, as agreed by Lessor and Lessee, rental payments shall abate according to the ratio of square footage so taken. Condemnation award for the taking of any structure on the Leased Property shall be divided between Lessee and Lessor on the basis that Lessor shall receive an amount equal to the award divided by 30 and multiplied by the number of years remaining under this Lease Agreement.

SECTION 17. INSPECTION OF LEASED PROPERTY:

With ___ hours notice to Lessee, the Airport Manager, or designee, may enter upon the Leased Property at any and all reasonable times during the term of this Lease Agreement for the purpose of determining whether or not Lessee is in compliance with the terms and conditions hereof or for any other purpose incidental to the rights of Lessor. No notice will be required, or given, if it is prudent for Lessor to investigate, or prevent, an emergency or situation that could damage the Leased Property or any surrounding property.

SECTION 18. TITLE:

A. Newly Constructed Buildings and/or Replacement Structures: During the term of this Lease Agreement and upon completion of any improvements, title to any and all newly constructed buildings, i.e. new and/or replacement structures placed on the Leased Property by Lessee shall remain in Lessee. Consequently, the Lessee shall be responsible for paying any and all property taxes and the like on these newly constructed buildings and/or replacement structures through the

entire period of the Lease.

B. Existing Property and Structures: Unless Lessee extends this Lease as set forth herein, title to all existing structures and facilities revert to the ownership of Lessor 35 years from the day immediately following the end of Phase II of this Agreement. The determination of property taxes due remains with the Anderson County Assessor or appropriate taxing authority.

C. Reversion of Title: Title to any and all new improvements (including newly constructed buildings and/or replacement structures) on the Leased Property shall revert to the ownership of Lessor at the termination or expiration of this Lease Agreement.

SECTION 19. TAXES:

During the term of the Lease Agreement, Lessee shall pay or cause to be paid, prior to delinquency, all taxes, including possessory interest taxes, ad valorem taxes, and any other assessments levied or assessed:

- (a) On the Leased Property;
- (b) On all possessory interests hereunder or in the Leased Property;
- (c) On any improvements, fixtures and equipment now or hereafter existing on the Leased Property and on any personal property situated in, on or about the Leased Property, or in, on or about any buildings or improvements thereon. Lessee shall obtain and deliver receipts or duplicate receipts for all taxes, assessments, and other items required hereunder to be paid by Lessee, promptly on payment thereof, if so required by Lessor, and;
- (d) On Lessee's aircraft based on the Airport.

It is understood, however, that Lessee may pay any such taxes and assessments under protest, and may in good faith contest the validity or amount thereof.

SECTION 20. EVENTS OF DEFAULT BY LESSEE:

Each of the following events shall constitute an "event of default by Lessee", provided, however, that Lessee shall have 60 days, (except in the case of Subparagraph (a) below, 10 days) after the receipt of written and electronic notice from Lessor of any such "event of default by Lessee" to cure.

- (a) Lessee's failure to pay the rent and other fees herein provided at the time fixed for payment thereof.
- (b) Lessee's failure to pay any taxes, including possessory interest taxes or assessments, agreed to be paid by Lessee in Section 21, Results of Lessee's

Defaults, of this Lease Agreement in accordance with the terms of said Section. If the nature of any default by Lessee under this Subparagraph (b) is such that it cannot be cured within the 60 day cure period provided above, Lessee shall be deemed to have cured such default if it shall, within such 30 day period, commence performance and thereafter diligently prosecute the same to completion.

- (c) Lessee's failure to keep, perform, or observe any term, covenant, or condition of this Lease Agreement, or the Commercial Service Agreement, to be kept, performed, or observed by Lessee.
- (d) Lessee's filing of a voluntary petition in bankruptcy or the assignment of all or substantially all of Lessee's assets for the benefit of Lessee's creditors or the institution of proceedings in bankruptcy against Lessee or the appointment of a receiver of the assets of Lessee; provided, however, that if any such proceedings or appointments are involuntary, then they shall not be considered an event of default by Lessee unless Lessee fails to procure a dismissal thereof within 90 days after the institution of such involuntary bankruptcy proceedings or the appointment of such receiver.

SECTION 21. RESULTS OF LESSEE'S DEFAULT:

Upon the occurrence of an "event of default by Lessee", which is not cured within the time period given, Lessor, in addition to any other rights or remedies, shall have the immediate right of re-entry and may remove all persons and property from the Leased Property with no liability to the Lessor therefore; such property may be removed and stored in a public warehouse or discarded as trash by Lessor at the expense of Lessee. Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice required by law, it may either terminate this Lease, or relet the Leased Property and any improvements thereon or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease Agreement) and at such rental or rentals and upon such other terms and conditions as Lessor in its reasonable discretion may deem advisable, with the right to make alterations and repairs to improvements on the Leased Property. Upon such reletting:

- (a) Lessee shall be immediately liable to pay to Lessor, any indebtedness for the reasonable cost and expenses of such reletting and of such alterations and repairs incurred by Lessor, and the amounts, if any, by which the rent reserved in this Lease Agreement for the period of such reletting (up to but not beyond the term of this Lease Agreement) is less than the amount agreed to be paid as rent for the Leased Property for the period of such reletting, as the same comes due, or
- (b) Rents received by Lessor from such re-letting shall be applied: first, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the balance, if any, shall be held by

Lessor and applied in payment to future rent as the same may become due and payable hereunder.

If Lessee has been credited with any rent to be received by such reletting under option (a) and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such reletting under option (b) during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall immediately pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly by Lessee. No such re-entry or taking possession of the Leased Property and any improvements thereon by Lessor shall be construed as an election on its part to terminate this Lease Agreement unless a written notice of such intention is given to Lessee. Notwithstanding any such reletting without termination, Lessor may, at any time thereafter, elect to terminate this Lease Agreement for any breach, in addition to any other remedy it may have, and in such event, Lessee's interest in any and all buildings and improvements on the Leased Property shall, at the option of the Lessor, automatically pass to Lessor; and Lessor may recover from Lessee all reasonable damages it may incur by reason of such breach, including the cost of recovering the Leased Property. It is agreed by the parties that Lessor shall have no right to seek the remedy of acceleration of rent.

SECTION 22. NON-WAIVER OF DEFAULTS:

The waiver by Lessor or Lessee of any breach by Lessor or Lessee of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of same or any other term, covenant or condition of this Lease Agreement. No term, covenant, or condition hereof can be waived except by written consent of Lessor; and forbearance or indulgence by Lessor, in any regard whatsoever, shall not constitute a waiver of the term, covenant or condition to be performed by Lessee to which the same may apply; and until complete performance by Lessee of the term, covenant or condition, Lessor shall be entitled to invoke any remedy available to it hereunder by law, despite such forbearance or indulgence.

SECTION 23. LESSEE'S ENCUMBRANCES:

A. Obligation. Lessee shall not encumber, mortgage, pledge, or allow any lien upon Lessee's interest in the Leased Property or in any improvements Lessee places thereon without the prior written consent of the Airport Manager after approval by the Anderson County Council. Any such mortgage, deed of trust or other instrument consented to by Lessor shall expressly provide therein that the trustee, mortgagee, or beneficiary in such instrument or payee in the note or other

obligation secured by any such instrument shall provide Lessor with written notice of any event of default by Lessee or foreclosure action against Lessee, within 10 days of such event. In the event such encumbrance, pledge, mortgage, or lien is allowed, the trustee, mortgagee, or beneficiary in said instrument or payee in the note or other obligation secured by any such instrument may deliver to Lessor written notice showing:

- (i) the amount of the obligation secured by such instrument and the date of maturity or maturities thereof; and
- (ii) the name and post office address of such mortgagee, beneficiary, payee, or trustee. Lessor shall thereafter serve on such mortgagee, beneficiary, payee or trustee, by registered or certified mail at the address given or at any subsequent address thereafter given, a copy of every notice thereafter served by Lessor upon Lessee under the terms of this Lease, during the existence of such mortgage, deed of trust, or instrument.

B. Cure of Default by Mortgagee. In the event that Lessee defaults in the performance of any covenant or provision of this Lease Agreement to be performed by Lessee during the existence of any such mortgage, lien, deed of trust, or other instrument, the beneficiary, mortgagee, payee, or trustee named in any such notice, or their nominee, shall have the right, within the time herein provided, plus an additional 10 days, to perform and comply with all the covenants and provisions of this Lease to be performed by Lessee and to make all payments required of Lessee by this Lease and, by so doing, to cure and remove any such default.

C. Cure by Commencement of Performance. If the nature of any default by Lessee is such that it cannot be cured within the additional 10 days, such beneficiary, mortgagee, payee, or trustee shall be deemed to have cured such default if it or its nominee shall, within such 10 day period, commence performance and thereafter diligently prosecute the same to completion.

D. Foreclosure of Liens. If, at any time, foreclosure proceedings are begun to any lien secured by any mortgage, deed of trust, or other similar instrument on the Leased Property, for a period of 30 calendar days from the date Lessor receives notice of such foreclosure, Lessor shall have the first option of assuming or discharging said lien at its actual face value, according to the terms thereof, and thereupon to then terminate this Lease Agreement and all interest in it and relet the Leased Property.

E. Non-Relief of Liability. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee from its liability hereunder.

SECTION 24. TERMINATION BY LESSEE:

The Lessee may cancel this Lease Agreement at any time, without penalty, if the Airport ceases to be used for airport purposes, or if local/County/State/Federal/or FAA regulations, laws, or ordinances prevent Lessee from using its aircraft at the airport.

SECTION 25. RIGHTS PRIOR TO TERMINATION:

If Lessee is not in default hereunder, Lessee shall have the right to remove during the term hereof any fixtures which Lessee may have placed or installed upon the Leased Property; provided, however, that upon said removal, Lessee shall repair, at Lessee's expense, any damage resulting therefrom and leave the Leased Property in their original condition, normal wear and tear excepted.

SECTION 26. LESSOR'S LIEN:

If Lessee is in default under any covenant, term or provision of this Lease Agreement or has abandoned the Leased Property, in addition to the rights of Lessor under Section 12, Liability, hereof, Lessee hereby grants to Lessor a lien upon any improvements, personal property, and trade fixtures upon the Leased Property, which lien Lessor may satisfy by selling said improvements, personal property, or trade fixtures at public or private sale without notice to Lessee and from the proceeds of said sale satisfy first any costs of storage, removal and sale, and any other debts due from Lessee; and secondly, satisfy the total amount of unpaid rent due hereunder and hold any balance for the account of Lessee.

SECTION 27. SALE, ASSIGNMENT, TRANSFER AND SUBLETTING:

Lessee shall not, except as security as provided in Section 23, Lessee's Encumbrances, hereof, sell, assign, or transfer this Lease Agreement without the prior written consent of the Lessor. Lessee shall not sublease the Leased Property or any portion thereof, nor shall Lessee sublet any privileges granted with respect to the operation of said Leased Property or any portion thereof, without the prior written consent of the Lessor, unless said sublease is for storage of aircraft and/or other aviation business or use classified and interpreted as direct aeronautical use; provided, however, that Lessor shall have the right to purchase the leased property at the depreciated value of the hanger if the Lessee sells the remaining term of the lease to a third party. Notwithstanding the foregoing, Lessee shall have the right to sublease any portion of the Leased Property or assign this Lease unto any entity partially owned or controlled by Lessee without the

written consent of Lessor, i.e. this sublease provision does not apply such that it places Lessee in competition with operation of the airport by Lessor In such event of assignment or sublease, Lessee shall remain responsible for all terms of this Lease unless agreed to in writing by Lessor.

SECTION 28. SECURITY:

A. Access to Non-Movement Area / Ingress and Egress. Lessee is granted only that vehicular access which is reasonably necessary to allow Lessee access to the Leased Property once Lessee is on Airport property. Vehicular access to all movement areas, whether active or inactive, is expressly prohibited by this Lease. For the purpose of this Agreement, a movement area is any runway or taxiway utilized whether active or inactive for taxiing, takeoffs, and landings of aircraft, exclusive of aircraft loading ramps, taxi lanes, aircraft parking areas, and aircraft aprons and tie-down spaces.

1. Construction Traffic on Airport Roadways. Lessee acknowledges and agrees that he/she shall operate construction traffic in accordance with approval and direction from the Airport Manager.

B. Gate Combination and / or Access Code.

The Lessee acknowledges and agrees that he/she is totally responsible for the dissemination of any gate and/or access code given to provide access to the Airport through the use of Lessee's gate. If the Lessee gives this code to any other person for whatever reason, the Lessee shall defend and indemnify Lessor from any and all actions or claims of third parties resulting from the same.

Only authorized users with access to the Airport granted pursuant to this Lease should hold a device to access the Airport. Lost or stolen Airport-issued access devices shall, within 24 hours, be reported by any means possible to Airport Manager, whereupon the loss and/or theft will be recorded, and the card will be made "inactive" by the Airport for the access control point.

C. Security Responsibilities of Employees and Other Persons. No person may tamper, interfere with, compromise, modify, circumvent, or cause a person to tamper or interfere with, compromise, modify, or circumvent any security system, measure, or procedure. No person may be present within a secured area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.

D. “On Airport Driver’s Safety and Training Guide for the Anderson Regional Airport.” Any person given access to the Airport shall be required to read and acknowledge having read and understood the current edition of the above document provided by the Airport, to qualify for access to the Airport.

E. Airport Safety and Security. In the event Lessee fails to abide by this Section of this Lease Agreement and provided Lessee is given 5 days written notice of the violation with a 10 day period to cure, the Airport Manager, is authorized to immediately declare this Lease void, to cancel the same without any legal proceeding and to reenter and take possession of the Leased Property.

SECTION 29. PUBLIC USE AND FEDERAL GRANTS:

A. Non-Exclusive Rights. Nothing contained in this Lease Agreement shall be construed to grant an exclusive right within the meaning of 49 USC Section 40103(e).

B. Right to Develop Airport. Lessor reserves the right to develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas, and taxiways as it may see fit.

C. Right to Amend. In the event that the Federal Aviation Administration or its successors shall require any modifications or changes in this Lease Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Lessee hereby consents to such amendment, addition, or removal of any of the terms, conditions, or requirements of this Lease Agreement as may be required to obtain such funds; provided, however, that in no event will Lessee be required, to accept an increase in fees or rent provided for hereunder or accept a change in the use of, accept a reduction in the size of the Leased Property, or to accept any change which would adversely affect the rights of any mortgagee, beneficiary, payee or trustee registered with Lessor as provided in Section 23, Lessee’s Encumbrances.

SECTION 30. BONDS:

Lessee shall be required to furnish to Lessor:

(a) Prior to the commencement of any construction or alteration upon the Leased Property, a surety bond, satisfactory to Lessor, in a sum not less than 100% of the estimated cost of construction, guaranteeing the faithful performance and the completion of such construction, all in accordance with final plans and detailed specifications to be approved in advance by Lessor. Said bond shall guarantee Lessor against any losses and liability, damages and

expenses (including attorney's fees), claims and judgments caused by or resulting from any failure of Lessee or Lessee's contractor to perform fully and faithfully the work in question within the time period herein provided for completion.

(b) Prior to the commencement of any construction work upon the Leased Property, a surety bond, satisfactory to Lessor, with Lessee's contractor or contractors as principal, in the sum equal to not less than 100% of the amount of the contract for the completion of such work guaranteeing the payments of wages for services engaged and of bills contracted for materials supplied and equipment used in the performance of such work, and protecting Lessor from any liability (including attorney's fees), loss or damage arising therefrom.

In the event that Lessee initially furnishes such bonds as required above, and thereafter obtains from its contractor or contractors such bonds in like amount which are satisfactory to Lessor, and which provide the same protection, Lessor, upon application by Lessee and upon naming Lessor as an additional obligee of Lessee's principal and contractor under such bonds, shall release Lessee from and consent to the cancellation of the bond or bonds originally furnished by Lessee.

SECTION 31. RELATIONSHIP BETWEEN THE PARTIES:

Lessor is not a joint venture with, partner, or associate of the Lessee with respect to any matter provided for in this Lease Agreement. Nothing herein contained shall be construed to create any such relationship between the parties other than that of Lessor and Lessee.

SECTION 32. TIME OF THE ESSENCE:

Time is of the essence in this Lease Agreement.

SECTION 33. LEASE MADE IN SOUTH CAROLINA:

This Lease Agreement has been made in and shall be construed in accordance with the laws of the State of South Carolina. All suits or causes of action arising out of this Lease Agreement shall be brought in the courts of South Carolina.

SECTION 34. NOTICES:

All notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States mail, postage prepaid, certified, and addressed as follows (or at such other address as from time to time may be designated by either party by written notice to other

party):

LESSOR:

Anderson County
PO Box 8002
Anderson, SC 29622-8002
ATTN: County Administrator

LESSEE:

Attn: _____

SECTION 35. AS-BUILT PLANS TO BE FURNISHED:

Two complete certified sets of “as-built” plans and specifications for all buildings and improvements on the Leased Property shall be deposited with the Airport Manager. After the completion of any new construction by Lessee on the Leased Property, two complete sets of plans and specifications for all subsequent changes therein or alterations thereof shall, within 15 days after approval, be signed by Lessee and delivered to the Airport Manager.

SECTION 36. AIRPORT MANAGER:

The Lessor, through an Airport Manager, shall have the right during the term of this Lease Agreement of managing and operating said Airport for civilian flying adjacent to the Leased Property. The right includes the promulgating of such rules and regulations, including traffic rules, so that said Airport may be operated safely and conveniently.

SECTION 37. MAINTENANCE OF RUNWAYS AND TAXIWAYS:

Lessor will maintain runways and taxiways in useable and safe condition, considering the type and nature of the initial construction, except those portions which may be closed to air traffic during periods of repair or construction, or for any other purpose deemed necessary by the Lessor.

SECTION 38. OBSTRUCTION LIGHTING:

Lessee agrees to install and maintain, including the furnishing of electrical power, obstruction lights on all structures within the Leased Property required under all applicable FAA criteria.

SECTION 39. LATE PAYMENT CHARGE:

Lessee agrees to pay a penalty charge to Lessor in an amount equal to 5% of each monthly payment not received by Lessor within 10 days of date of which payment is due.

SECTION 40. AMENDMENT OF LEASE AGREEMENT:

All duties, obligations, and liability of Lessor and Lessee may only be amended in writing.

SECTION 41. ABSOLUTE NET LEASE:

From this date forward throughout the term of the agreement, the Lease Agreement is considered to be an “absolute net” lease whereas the Lessee is responsible for the all maintenance, routine and/or emergency, of all facilities and capital improvements, maintenance of insurance, regular and unscheduled / unforeseen / emergency maintenance on any part of the Leased Property.

SECTION 42. ENVIRONMENTAL LAWS:

Lessee shall follow all local, state, and federal laws relating to environmental matters, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.); the Hazardous Material Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.); the Clean Water Act (33 U.S.C. §1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); the Safe Drinking Water Act (42 U.S.C. § 300f-§ 300h-11 et seq.); the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the State Underground Petroleum Environmental Response Bank Act of 1988 (South Carolina Code § 44-2-10, et. seq.); and the South Carolina Pollution Control Act, (§ 48-1-10, et. seq.), as amended.

SECTION 43. STORM WATER COMPLIANCE:

(A) Acknowledgements.

(1) Lessee acknowledges that it will apply for and obtain a Storm Water discharge permit. Lessee acknowledges that the Storm Water discharge permit issued to the Airport may name the Lessee as a co-permittee or operator.

(2) Notwithstanding any other provisions or terms of this Lease Agreement, including

the Lessee's right to quiet enjoyment, Lessor and Lessee both acknowledge that close cooperation is necessary to ensure compliance with any Storm Water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that, as discussed more fully below, it may have to minimize the exposure of Storm Water to Significant Materials generated, stored, handled or otherwise used by the Lessee, as defined in the Federal Storm Water regulations, by implementing and maintaining "Best Management Practices" as listed in the Anderson Regional Airport Storm Water Pollution Prevention Plan.

(3) Lessee acknowledges that the Airport's Storm Water discharge permit is incorporated by reference into this Lease and made a part hereof.

(4) Lessee acknowledges that Anderson County and the Airport will pass all storm water fees as related to the Leased Property to the Lessee.

(B) Permit Compliance. Lessor will give Lessee written notice of any breach by Lessee of the Airport's Storm Water discharge permit or the provisions of this section. If such breach is material, and, if of a continuing nature, Lessor may seek to terminate the lease pursuant to the terms of this Lease Agreement. Lessee agrees to cure promptly any breach.

(C) Indemnification. Notwithstanding any other provisions of this Lease, Lessee agrees to indemnify and hold harmless Lessor for any and all claims, demands, costs (including attorneys fees), fees, fines, penalties, charges, and demands by and liability directly or indirectly arising from Lessee's actions or omissions, including failure to comply with Lessee's obligations under this Section, the applicable Storm Water regulations, and Storm Water discharge permit, unless the result of Lessor's sole negligence. This indemnification shall survive any terminations or non-renewal of this Lease.

SECTION 44. SEVERABILITY:

In the event any provision of this Lease Agreement is held to be unenforceable for any reason, the remainder of the Lease Agreement shall be in full force and effect and enforceable in accordance with its terms.

Blackdog Air, LLC

By: _____

Name: _____

Its: _____

ANDERSON COUNTY

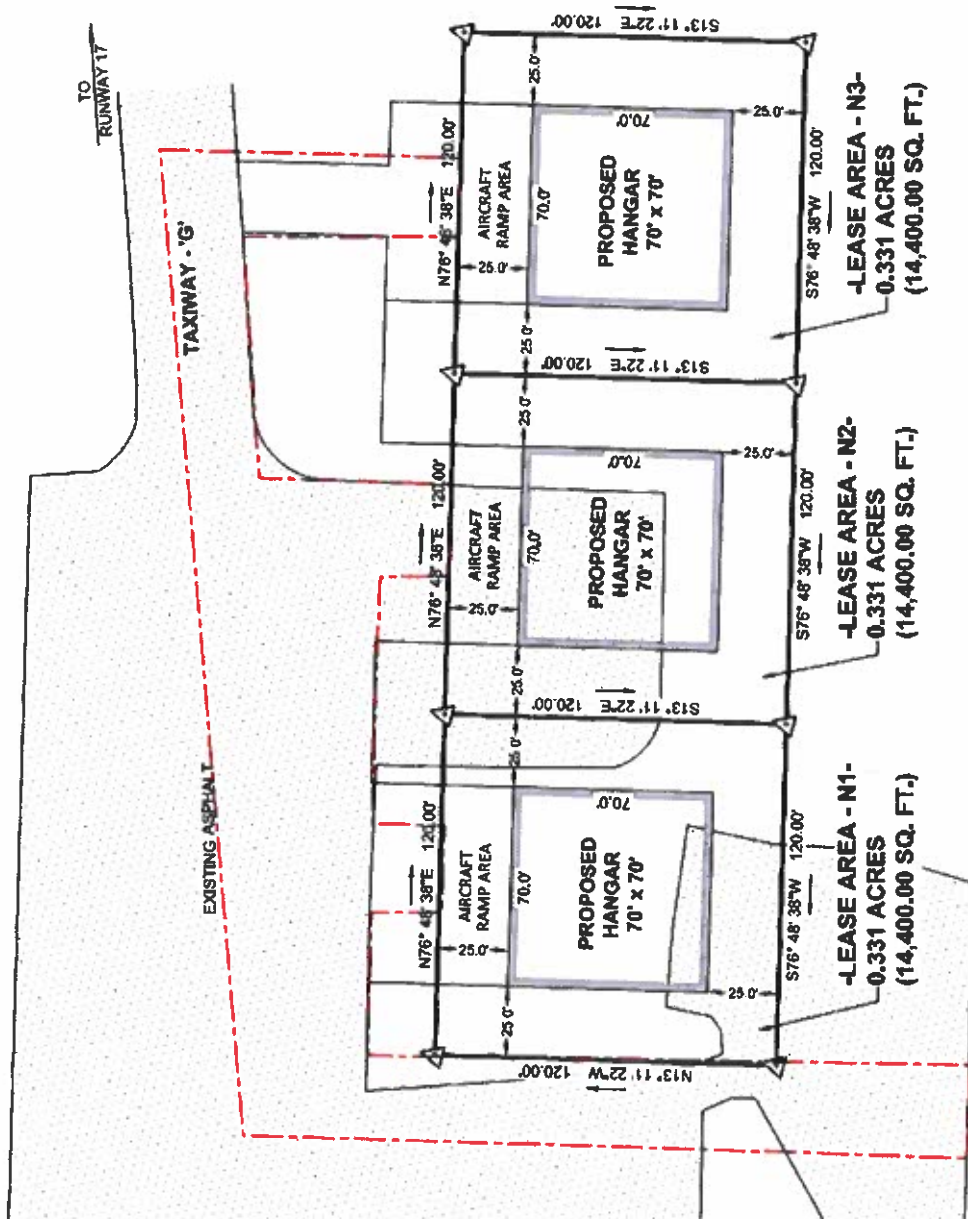
By: Rusty Burns
Anderson County Administrator

Exhibit A
Description of Leased Property

Exhibit B
Hangar Plan

Exhibit C
FAA Final Determination
(to be included later)

EXHIBIT A



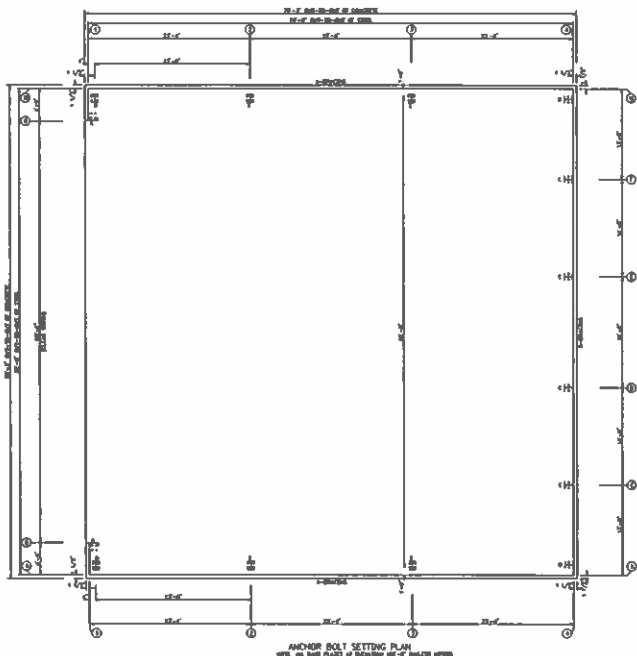


SUNWARD STEEL BUILDINGS

6800 E. Hampden Ave • Denver, CO 80224 • 800-964-8335 • Fax 701-252-1988

PERMIT DRAWINGS


NOTE: THESE PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF THIS BUILDING ARE NOT TO BE USED FOR ERECTION PURPOSES. THESE PLANS ARE FOR BUILDING DEPARTMENT PERMIT PURPOSES ONLY. THE ANCHOR BOLT PLAN PORTION IS FOR CONSTRUCTION.



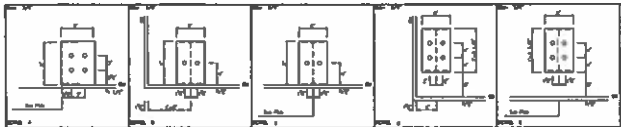
ANCHOR BOLT SETTING PLAN
WITH ALL THE PLACES OF LOCATION OF ANCHOR BOLTS

Jon Ekstrom
Digitally signed by Jon Ekstrom
Date: 2006.01.16 16:25:07

NO.	DATE	DESCRIPTION	BY	CHECKED
1	1/16/06	ISSUED FOR PERMIT	J.E.	J.E.
2	1/16/06	REVISION	J.E.	J.E.
3	1/16/06	REVISION	J.E.	J.E.
4	1/16/06	REVISION	J.E.	J.E.
5	1/16/06	REVISION	J.E.	J.E.
6	1/16/06	REVISION	J.E.	J.E.
7	1/16/06	REVISION	J.E.	J.E.
8	1/16/06	REVISION	J.E.	J.E.
9	1/16/06	REVISION	J.E.	J.E.
10	1/16/06	REVISION	J.E.	J.E.



Sunward Steel Buildings
 10000 10th Street
 Grand Rapids, MI 49508
 Phone: 616-941-1111
 Fax: 616-941-1112
 Website: www.sunward.com

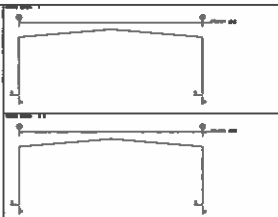


NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



SECTION

SECTION 1

SECTION 2

SECTION 3

SECTION 4

SECTION 5

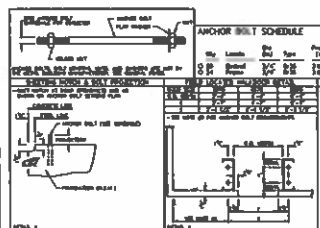
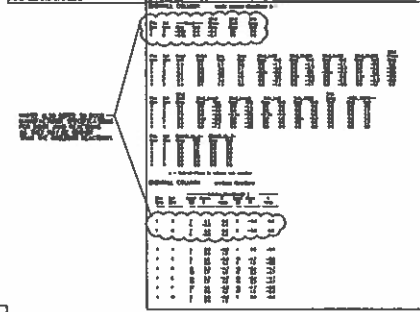
SECTION 6

SECTION 7

SECTION 8

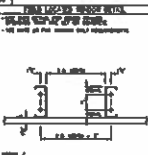
SECTION 9

SECTION 10



BUILDING ACCESSORIES SCHEDULE

NO.	DESCRIPTION	QUANTITY	REMARKS
1
2
3



SECTION

SECTION 1

SECTION 2

SECTION 3

SECTION 4

SECTION 5

SECTION 6

SECTION 7

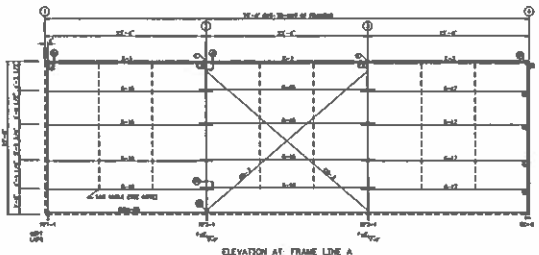
SECTION 8

SECTION 9

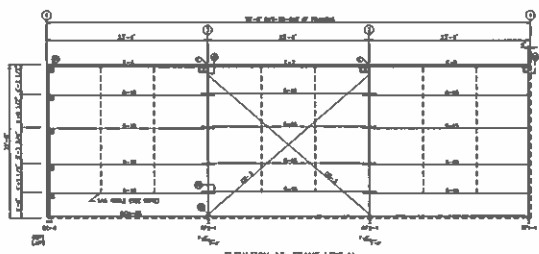
SECTION 10

Steel Buildings

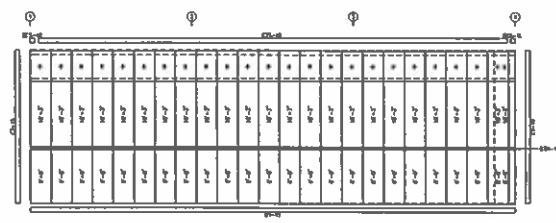
NO.	DESCRIPTION	QUANTITY	REMARKS
1
2
3



ELEVATION AT FRAME LINE A

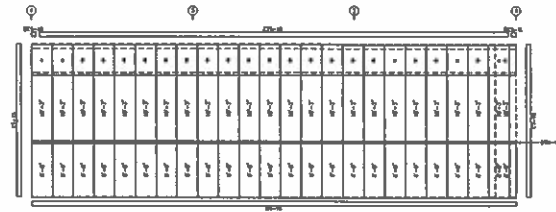


ELEVATION AT FRAME LINE H



ELEVATION AT FRAME LINE A

* SHIP TO 1/2" WIDE FLANGE PILING SHIP
 END OF PILING TO 1/2" OF END OF
 PANEL BRIDGE CASE AND LINE PANEL
 END OF PANEL



ELEVATION AT FRAME LINE H

* SHIP TO 1/2" WIDE FLANGE PILING SHIP
 END OF PILING TO 1/2" OF END OF
 PANEL BRIDGE CASE AND LINE PANEL
 END OF PANEL

NO.	DATE	BY	CHKD.
1	10/10/11	JL	ML
2	10/10/11	JL	ML
3	10/10/11	JL	ML
4	10/10/11	JL	ML
5	10/10/11	JL	ML
6	10/10/11	JL	ML
7	10/10/11	JL	ML
8	10/10/11	JL	ML
9	10/10/11	JL	ML
10	10/10/11	JL	ML

IMPORTANT NOTE
 SEE DRAWING TO BE 1/2" SHIP TO END OF PILING TO 1/2" OF END OF PANEL BRIDGE CASE AND LINE PANEL

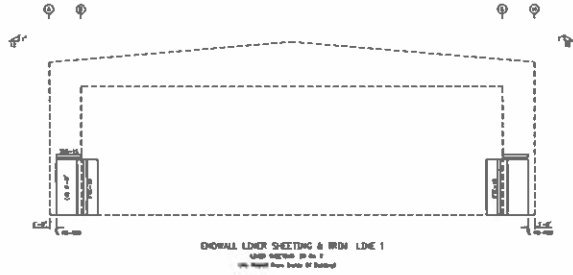
SAW ANGLE BOLTS
 SHIP TO END OF PILING TO 1/2" OF END OF PANEL BRIDGE CASE AND LINE PANEL

SHEETING NOTES
 SHIP TO END OF PILING TO 1/2" OF END OF PANEL BRIDGE CASE AND LINE PANEL

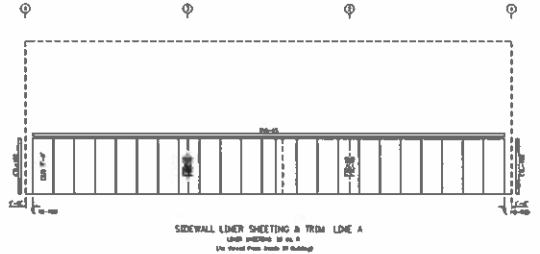
1- SHEET PILING	11- BRIDGE PILING	16- BRIDGE PILING	21- 1/2" WIDE FLANGE	26- SHIP BOLT
2- SHEET PILING	12- BRIDGE PILING	17- BRIDGE PILING	22- 1/2" WIDE FLANGE	27- SHIP BOLT
3- SHEET PILING	13- BRIDGE PILING	18- BRIDGE PILING	23- 1/2" WIDE FLANGE	28- SHIP BOLT
4- SHEET PILING	14- BRIDGE PILING	19- BRIDGE PILING	24- 1/2" WIDE FLANGE	29- SHIP BOLT
5- SHEET PILING	15- BRIDGE PILING	20- BRIDGE PILING	25- 1/2" WIDE FLANGE	30- SHIP BOLT



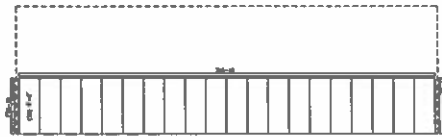
Sunward Steel Buildings
 10000 W. 10th Ave. Suite 100
 Denver, CO 80202
 Phone: 303.751.1111
 Fax: 303.751.1112
 Email: sales@sunwardsteel.com



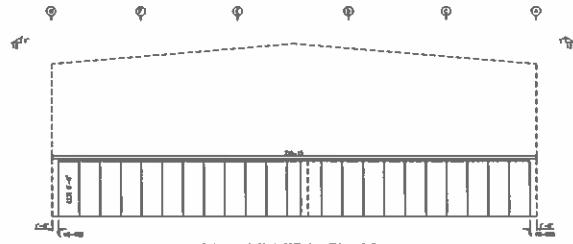
ENDWALL LINER SHEETING & TRIM LINE 1
 LINER SHEETING IS TO 2
 (Use Meets From Inside Of Building)



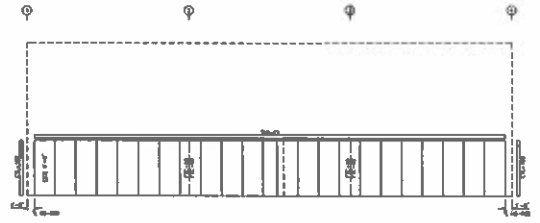
SIDEWALL LINER SHEETING & TRIM LINE A
 LINER SHEETING IS TO 2
 (Use Meets From Inside Of Building)



POWER/LET DOOR LINER SHEETING & TRIM LINE 1
 LINER SHEETING IS TO 2
 (Use Meets From Inside Of Building)

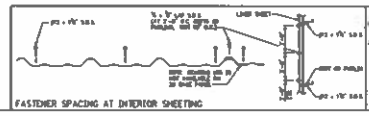


ENDWALL LINER SHEETING & TRIM LINE 4
 LINER SHEETING IS TO 2
 (Use Meets From Inside Of Building)



SIDEWALL LINER SHEETING & TRIM LINE H
 LINER SHEETING IS TO 2
 (Use Meets From Inside Of Building)

IMPORTANT NOTE:
 THIS DRAWING IS TO BE USED IN CONJUNCTION WITH THE SUMNER STEEL BUILDING MANUAL.



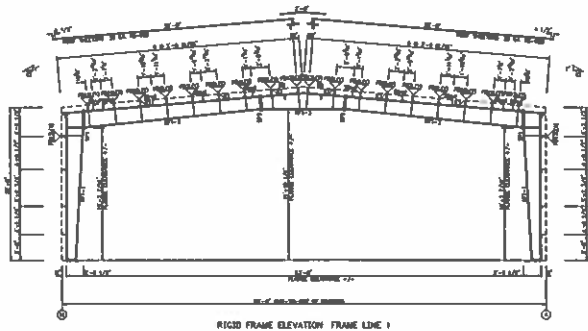
SHEETING NOTES
 1. LINER SHEETING IS TO 2
 2. TRIM IS TO 2
 3. MEETS ARE TO BE MADE FROM INSIDE OF BUILDING



Sumner Steel Buildings	
Model No. 100	Scale
1/2\"/>	
1/4\"/>	
1/8\"/>	
1/16\"/>	

Dist.	Qty	Dist.	Qty	Dist.	Qty	Dist.	Qty
1	1	2	2	3	3	4	4

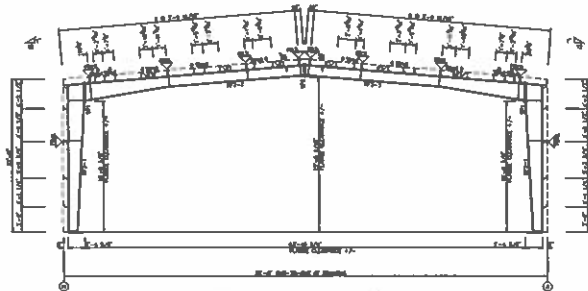
FRAME BRACES BOTH SIDES (SH) OF
FRAM- 1 1/2" x 1 1/2" x 1/4" HP ANGLE



RIGID FRAME ELEVATION FRAME LINE 1

Dist.	Qty	Dist.	Qty	Dist.	Qty	Dist.	Qty
1	1	2	2	3	3	4	4

FRAME BRACES BOTH SIDES (SH) OF
FRAM- 1 1/2" x 1 1/2" x 1/4" HP ANGLE



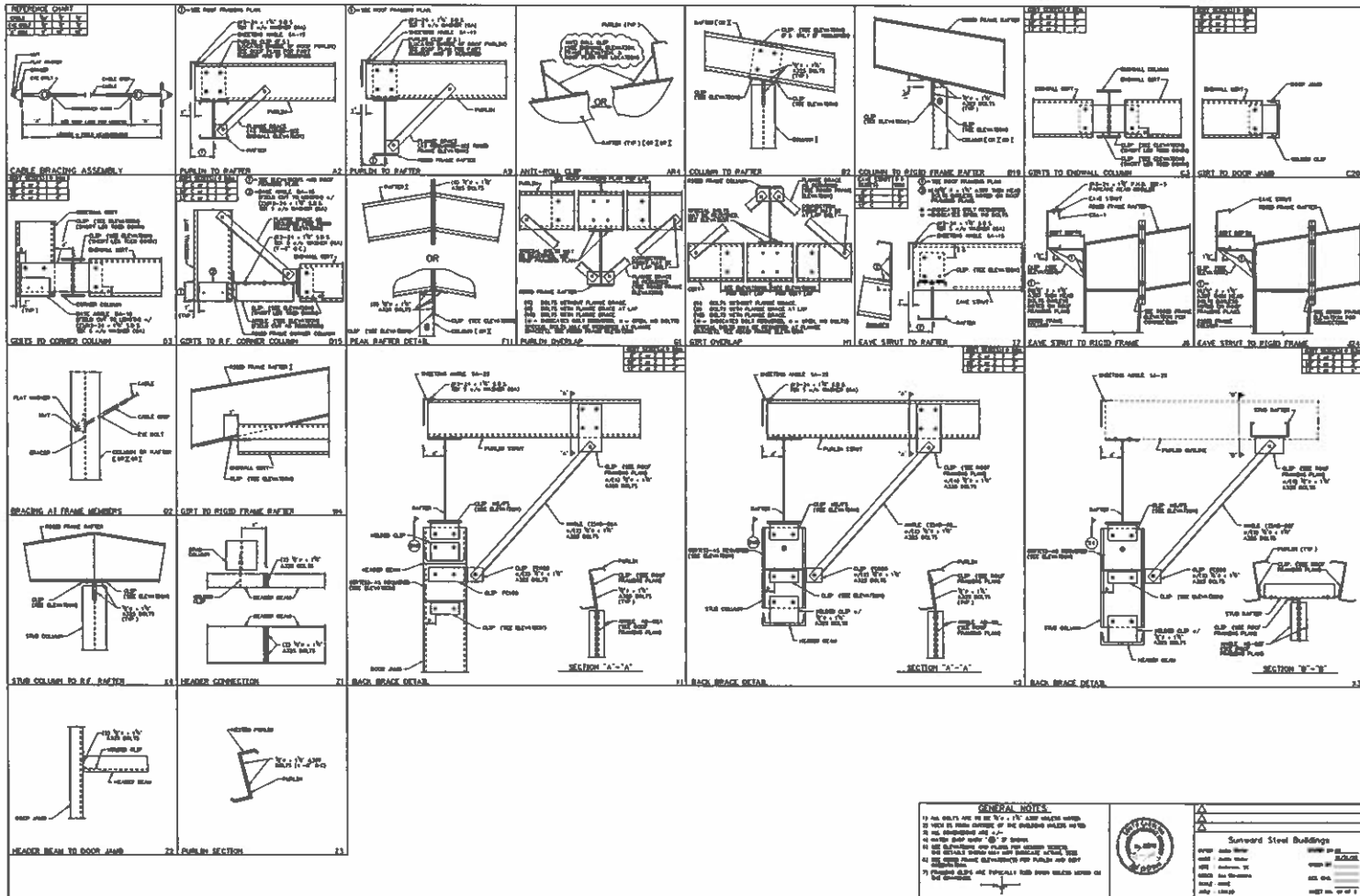
RIGID FRAME ELEVATION FRAME LINE 2

Dist.	Qty	Dist.	Qty	Dist.	Qty	Dist.	Qty
1	1	2	2	3	3	4	4

FRAME BRACES BOTH SIDES (SH) OF
FRAM- 1 1/2" x 1 1/2" x 1/4" HP ANGLE

Sunward Steel Buildings

Design: _____
 Drawn: _____
 Checked: _____
 Date: _____



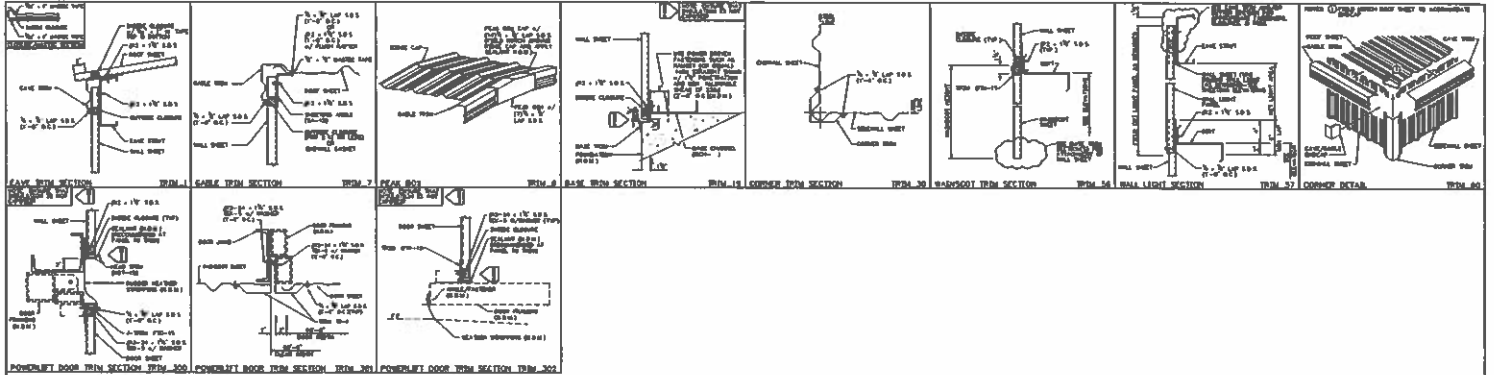
GENERAL NOTES:

- 1) ALL BOLTS ARE TO BE 5/8" x 1 1/2" UNLESS NOTED.
- 2) UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN INCHES.
- 3) UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND INCHES.
- 4) UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND INCHES.
- 5) UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND INCHES.
- 6) UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND INCHES.
- 7) UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND INCHES.



Standard Steel Buildings

100' x 100'
 100' x 120'
 100' x 140'
 100' x 160'
 100' x 180'
 100' x 200'
 100' x 220'
 100' x 240'
 100' x 260'
 100' x 280'
 100' x 300'
 100' x 320'
 100' x 340'
 100' x 360'
 100' x 380'
 100' x 400'
 100' x 420'
 100' x 440'
 100' x 460'
 100' x 480'
 100' x 500'
 100' x 520'
 100' x 540'
 100' x 560'
 100' x 580'
 100' x 600'
 100' x 620'
 100' x 640'
 100' x 660'
 100' x 680'
 100' x 700'
 100' x 720'
 100' x 740'
 100' x 760'
 100' x 780'
 100' x 800'
 100' x 820'
 100' x 840'
 100' x 860'
 100' x 880'
 100' x 900'
 100' x 920'
 100' x 940'
 100' x 960'
 100' x 980'
 100' x 1000'



GENERAL NOTES.

- 1) ALL DIMENSIONS ARE TO FACE UNLESS NOTED.
- 2) REFER TO ARCH DRAWINGS OF THE BUILDING FOR ALL DIMENSIONS AND NOTES.
- 3) ALL DIMENSIONS ARE TO FACE UNLESS NOTED.
- 4) REFER TO ARCH DRAWINGS OF THE BUILDING FOR ALL DIMENSIONS AND NOTES.
- 5) REFER TO ARCH DRAWINGS OF THE BUILDING FOR ALL DIMENSIONS AND NOTES.
- 6) REFER TO ARCH DRAWINGS OF THE BUILDING FOR ALL DIMENSIONS AND NOTES.
- 7) REFER TO ARCH DRAWINGS OF THE BUILDING FOR ALL DIMENSIONS AND NOTES.



Sunward Steel Buildings	
2010	2010
2011	2011
2012	2012
2013	2013
2014	2014
2015	2015
2016	2016
2017	2017
2018	2018
2019	2019
2020	2020
2021	2021
2022	2022
2023	2023
2024	2024
2025	2025
2026	2026
2027	2027
2028	2028
2029	2029
2030	2030

ORDINANCE NO. 2026-022

AN ORDINANCE CREATING THE ANDERSON COUNTY AGRICULTURAL ADVISORY BOARD TO PROMOTE AND SUPPORT LOCAL AGRICULTURE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the “County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the code of Laws of South Carolina 1976, as amended, to establish such boards, commissions, and committees in the County as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge, or abolish any such agencies, department, board, commissions, and positions; and

WHEREAS, the County enjoys a rich agricultural heritage; and

WHEREAS, agriculture is an economic engine for the County; and

WHEREAS, the agricultural interests and concerns in the County are diverse and evolving; and

WHEREAS, the preservation and growth of agriculture in the County is a matter of vital concern.

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

That the Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding a section, to be numbered Sections 2-915 through 2-930, which section reads as follows:

DIVISION 19: Anderson County Agricultural Advisory Board

Sec 2-915. – Created.

The county council hereby establishes the Anderson County Agricultural Advisory Board (the “Board”). The purpose of the Board shall be to aid and advise the County on all matters related to agriculture in order to ensure that the diverse agricultural interests in the County are supported and developed, that communication and cooperation among the varied agricultural concerns in the County are fostered, and that agriculture's vital role in the economy and character of the County is both maintained and developed.

Sec 2-916. – Membership

The Board shall consist of five (5) members appointed by the Anderson County Council as follows:

There shall be one (1) at-large member

one (1) member from each of the following four (4) agricultural organizations in Anderson County:

Anderson County Farm Bureau,
Anderson County Cattlemen's Association,
Anderson County Forest landowners Association, and
Anderson County Soil and Water Conservation District Commissioners.

Each agricultural organization shall submit a nominee to the Council.

Each board member's legal residence shall be located in Anderson County.

To the extent possible, all Board members should have a demonstrated background, experience, and interest in agriculture.

Sec. 2-917. - Terms of Members

- (a) All members shall serve two (2) year terms. In order to establish a rotation, two members of the initial organizational board shall be elected to serve an initial three (3) year term and three (3) members shall be elected to two (2) year terms. (The assignment of initial terms shall be by random drawing). In subsequent elections, all members shall be elected to two (2) year terms.
- (b) Removal
 - (1) A member who is absent from three (3) consecutive meetings or who fails to attend at least fifty (50%) of the regularly scheduled meeting of the Board within any twelve (12) month calendar period without adequate excuse, such as documented illness, The Chairperson shall notify the Clerk to Council in writing when a member has failed to comply with the attendance policy.
 - (2) Should any member of this Board move or establish residence outside the County where such member was residing at the time of the appointment to this Board, such relocation shall constitute a resignation by the member, and a replacement member shall be appointed to fill the unexpired term of such resigned member.

Sec. 2-918. - Organization, Meetings, Officers

Officers: The board shall organize itself, electing one (1) of its members as chairman and one (1) as vice-chairman, whose terms must each be for one-year (1). The chairman and vice-chairman shall have the right to vote. The board may appoint a secretary, who may be a member of the Board. If the secretary is a member of the Board, he or she shall also have the right to vote. Vacancies in such offices by reason of death, resignation, or replacement shall be filled for the unexpired term of the officer whose position becomes vacant, in the same manner as the original election or appointment.

Meetings: The board shall establish a meeting schedule during its first meeting of the calendar year. The Board shall meet at least once per calendar quarter or more frequently if a meeting is called by the chair, a majority of the board members, or by the county council.

By-laws: In addition, the Board shall duly adopt such By-Laws as may be necessary for the orderly performance of its duties and functions. Any By-Laws which may be adopted by the Board for the orderly performance of its duties shall comply with all provisions of the general law of the State of South Carolina and of this Ordinance, and of all other Ordinances of Anderson County, including but not limited to the Freedom of Information Act. The board shall comply with the provisions of the South Carolina Freedom of Information Act (“FOIA”).

Sec. 2-919. - Powers and Duties

The responsibilities and duties of the Board shall be as follows:

1. To serve in an advisory role to Council on any matter concerning agriculture.
2. To review proposed ordinances referred by council or planning department to determine any direct or indirect impact on agriculture and submit recommendations and opinions for consideration.
3. To formulate plans and recommend their implementation to Council. Those plans and recommendations should include but not be limited to bolstering the production of agriculture, agri-business, Agri-tourism, and agricultural interests in general.
4. To make policy recommendations, through the Planning Commission, to Council regarding agricultural land use.
5. To coordinate policy development with other jurisdictions and agencies to better promote the agricultural industry.
6. To serve as an educational and public awareness forum for agriculture related issues.
7. The board shall report directly to Council or other appropriate boards, commissions, committees, etc. as necessary to carry out the foregoing functions.

Sec. 2-920. - Salaries and Funding

Members of the Board shall not receive any salary or reimbursements related to serving on the board.

Sec. 2-921 – 2-930. - Reserved

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 _____, 2026.

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. 2026-023

AN ORDINANCE TO RESTRICT THE USE OF CERTAIN REAL PROPERTY OWNED BY ANDERSON COUNTY KNOWN AS THE LOWER MILL SITE; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, Anderson County is the current owner of land located within the Town of Pelzer in Anderson County, South Carolina, and identified by tax map numbers 244-10-02-050 and 244-10-02-051, which is also known as the lower mill site; and

WHEREAS, Anderson County desires to encumber the above referenced land for the benefit of the public to allow productive development of the site; and

WHEREAS, the referenced real property is subject to a Voluntary Cleanup Contract, 13-5832-NRP, with the South Carolina Department of Environmental Services.

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

1. Anderson County Council desires to encumber the property identified as tax map numbers 244-10-02-050 and 244-10-02-051, recorded in Anderson County Register of Deeds Book 18181 at Page 299, with covenants and restrictions to allow for productive development of the site. The covenants and restrictions are included in Attachment A.
2. The County Administrator is authorized to execute the declaration of covenants and restrictions in a substantially similar form as included in Attachment A.
3. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.
4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
5. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this _____ day of _____, 2026.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

WHEREAS, the County has agreed to impose restrictions on the manner in which the Property may be developed (said restrictions to run with the land and inure to the benefit of and be enforceable by the Department and its successor agencies); and

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that the County hereby declares and covenants on behalf of itself and its successors that the Property described in Exhibit A shall be held, mortgaged, transferred, sold, conveyed, leased, occupied, and used subject to VCC 13-5832-NRP dated, January 13, 2014, to include the following restrictions, which shall touch and concern and run with the title to the Property.

1. Groundwater beneath the Property shall not be used for any purpose without prior written approval from the Department or its successor agency.
2. The Property shall not be used for the following purposes: residences of any type, child care or elder care facilities, schools, parks, playgrounds, athletic fields, or agricultural use.
3. Soil on the Property shall not be disturbed or removed from the Property except in accordance with a plan approved by the Department or its successor agency.
4. Department approved exposure barriers shall be installed and maintained in good condition across the portion of the Property identified in Exhibit A as [REDACTED]. There shall be no disturbance of the exposure barriers or the underlying soil except in accordance with a plan approved by the Department or its successor agency.
5. Prior to construction of any structures designed for human occupancy on the portion of the Property identified in Exhibit A as [REDACTED], an evaluation of contaminant vapor intrusion risk shall be conducted in accordance with Department approved plans. Should vapor intrusion mitigation be determined to be necessary by the Department or its successor agency, or should pre-emptive vapor mitigation measures be implemented in lieu of a vapor intrusion evaluation, all structures constructed with a vapor intrusion mitigation system that has been certified to be effective for the proposed structure by a Professional Engineer duly-licensed in South Carolina, The vapor intrusion mitigation system shall be constructed, monitored, maintained, and operated to effectively mitigate contaminant vapor intrusion in accordance with plans approved by the Department or its successor agency. The vapor intrusion mitigation system shall not be removed or modified without prior written approval from the Department or its successor agency.
6. The Department or its successor agency, and all other parties performing response actions under the Department's oversight, have an irrevocable right of access to perform and oversee response actions conducted on the property.
7. The covenants and restrictions set forth herein shall run with the title to the Property and shall be binding upon the County and its successors. The County and

its successors shall include the following notice on all deeds, mortgages, plats, or any legal instruments used to convey any interest in the Property (failure to comply with this paragraph does not impair the validity or enforceability of these covenants):

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

8. The County and its successors and assigns shall submit to the Department or its successor agency a statement of maintenance of the covenants and restrictions as set forth above on or before May 31st of every year.
9. This Declaration shall remain in place until such time as the Department or its successor agency has made a written determination that the covenants and restrictions set forth herein are no longer necessary. This Declaration shall not be amended without the written consent of the Department or its successor agency.
10. This Declaration only applies to the Property expressly identified in Exhibit A and does not impair the authority of the Department or its successor agency with respect to any other real property under the control of the County.

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

ANDERSON COUNTY

A SOUTH CAROLINA GOVERNMENT ENTITY

WITNESSES:

By:

(Name and Title)

STATE OF SOUTH CAROLINA)

_____)

ACKNOWLEDGEMENT

)

COUNTY OF RICHLAND

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

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

Notary Public for _____

My Commission Expires: _____

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

SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES

WITNESSES:

By: _____
Juli E. Blalock, Chief
Bureau of Land and Waste Management,

STATE OF _____)
_____) ACKNOWLEDGEMENT
COUNTY OF _____)

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

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

Notary Public for _____
My Commission Expires: _____

EXHIBIT A
To be completed

AN ORDINANCE (2026-020)

TO ADOPT PART II OF THE 2026 ANDERSON COUNTY COMPREHENSIVE PLAN WHICH INCLUDES THE FOLLOWING ELEMENTS: CULTURAL RESOURCES, ECONOMIC DEVELOPMENT, NATURAL RESOURCES, RESILIENCY, AND TRANSPORTATION ALONG WITH MAPS AND OTHER DESCRIPTIVE MATTER CONTAINED THEREIN.

WHEREAS, the Anderson County Planning Commission was appointed by County Council and is the duly authorized body to prepare a comprehensive plan that conforms to the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, (Planning Enabling Act) South Carolina Code of Laws, Title 6, Chapter 29, as amended, and to develop and maintain a planning process which will result in the ongoing re-evaluation and updating of those elements considered critical, necessary, and desirable to guide the development and redevelopment of Anderson County. This Plan was developed based on studies of existing conditions, probable future development, and public input; and

WHEREAS, Section 6-29-520 and Section 6-29-530 of the Planning Enabling Act require that a planning commission may recommend adoption of a comprehensive plan as a whole by a single ordinance or by elements of the plan by several ordinances, and any recommendations of the Plan or any element, amendment, or update to the Plan must be by resolution of the Planning Commission; and

WHEREAS, the Anderson County Planning Commission held an advertised workshop on April 7, 2026 and a public input session on April 14, 2026, during which time it reviewed the Anderson County 2026 Comprehensive Plan, Part II and by the affirmative vote of a majority of its membership, recommended it to Anderson County Council for adoption, the action of which is recorded in the official minutes of the Planning Commission; and

WHEREAS, the Anderson County Council reviewed said Comprehensive Plan and held a duly advertised Public Hearing regarding the 2026 Comprehensive Plan, Part II on May 19, 2026; and

WHEREAS, Anderson County Council desires to adopt Part II to the 2026 Anderson County Comprehensive Plan, which includes the following elements: Cultural Resources, Economic Development, Natural Resources, Resiliency, and Transportation along with maps and other descriptive matters contained therein.

NOW, THEREFORE, be it ordained by the Anderson County Council, in meeting duly assembled this 19th day of May 2026 that:

1. The Anderson County Council hereby finds that the 2026 Comprehensive Plan, Part II together with all maps and materials contained therein, is consistent with requirements of the South Carolina Code of Laws, Title 6, Chapter 29, Article 3.
2. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
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 full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2026-020

Rusty Burns
Anderson County Administrator

Tommy Dunn, District 5, Chairman
Anderson County Council

APPROVED AS TO FORM:

Leon C. Harmon, County Attorney

1st Reading: April 21, 2026

2nd Reading: May 05, 2026

3rd Reading: May 19, 2026

Public Hearing: May 19, 2026

2026-2036 Comprehensive Plan Part 2

From



To



Celebrating Anderson County Bicentennial

A light blue background featuring a stylized graphic of several hands of various colors (white, light blue, and dark blue) reaching upwards to hold a globe. The hands are positioned around the globe, with some pointing towards it and others supporting it from below.

**Recommended for adoption by
Anderson County Planning Commission
on:**

**Adopted by Anderson County Council
on:**

"While I breathe, I hope" Dum Spiro Spero

Plan Commissioned + Coordinated by:

Dennis P. Tobin, PhD., Deputy Director of Planning & Community Development
Joan E. Holliday, MCRP, Planning & Community Development Administrator
Sarah N. Lyons, Planner
Julia Aryee. Atta, Intern
Franklin C. Izundu, Intern

Anderson County Planning Commission

Scott Junkins, District 1	Jane Jones, District 6
Brad Burdette, District 2	Dan Harvell, District 7
Steven Gilreath, District 3	Wesley Grant, Chair, At Large
Will Moore, Vice Chair, District 4	Michael Burns, At Large
David Cothran, District 5	

Anderson County Council

Hon. Chris N. Sullivan, District 1	Hon. Tommy Dunn, District 5
Hon. Glenn A. Davis, District 2	Hon. Jimmy Davis, District 6
Jon. Greg Elgin, District 3	Hon. M. Cindy Wilson, District 7
Hon. Brett Sanders, District 4	

INTRODUCTION – PART 2

The adoption of the 2026 County Comprehensive Plan coincides with the Anderson County Bicentennial Celebration (1826 – 2026). The 1976 United States Bicentennial of American Independence was a celebration of the past and symbol of the future. The County's 200th year replicates the Country's by acknowledging the past and projecting a plan with confidence. Both citizens and government recognize unprecedented population and economic growth and the need for ensuring a quality of life. This 2026 Comprehensive Plan accommodates growth with lifestyle by providing an opportunity to unite with a consensus of the future landscape.

Part 1 of the Plan was recommended for adoption by the Anderson County Planning Commission on December 9, 2025, and adopted by Anderson County Council on January 20, 2026. Part 2 includes the following elements:

Chapter 6, Cultural Resources: This element considers historic buildings and structures, commercial districts, residential districts, unique, natural, or scenic resources, archaeological, and other cultural resources.

Chapter 7, Economic Development: This element considers labor force and labor force characteristics, employment by place of work and residence, and analysis of the economic base.

Chapter 8, Natural Resources: This element considers coastal resources, slope characteristics, prime agricultural and forest land, plant and animal habitats, parks and recreation areas, scenic views and sites, wetlands, and soil types.

Chapter 9, Resiliency: This element considers impacts of flooding, high water, and natural hazards on individuals, communities, institutions, businesses, economic development, public infrastructure and facilities, and public health, safety and welfare. It includes an inventory of existing resiliency conditions, promotes resilient planning, design and development, and is coordinated with adjacent and relevant jurisdictions and agencies.

Chapter 10, Transportation: This element considers transportation facilities including major road improvements, new road construction, transit projects, pedestrian and bicycle projects, and other elements of a transportation network. It must be developed in coordination with the land use element, to ensure transportation efficiency for existing and planned development.

In order to be effective, the Comprehensive Plan must evolve as community priorities change and new issues arise. According to the State Statute, the Planning Commission may review the Comprehensive Plan or any elements of the Plan as often as necessary. Changes in the growth or direction of development taking place in the community dictate when a review is necessary. In any case, the Planning Commission must re-evaluate the Comprehensive Plan elements at least every five years.

Part 2 of the Plan was solely crafted by the following Planning Department staff: Dr. Dennis Tobin (Culture), Joan Holliday (Economic Development and Transportation), Sarah Lyons (Natural Resources and Resiliency). Additional support provided by two graduate interns: Julia Aryee-Atta and Franklin Izundu. Advice was received by the Planning Commission. All research efforts made this process as inclusive as possible with public meetings conducted across the County during 2025-26. Both survey and public meetings appeared in the local press and on the County's website. The project team also conducted stakeholder interviews with various department heads and representatives from boards, commissions, and other advocacy groups.

This 2026 County Comprehensive Plan is a demonstration of Anderson County's independence and innovation. Most importantly it coincides with a Bicentennial celebration (1826 – 2026).

Happy Birthday Anderson County, South Carolina!

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Cultural Resources



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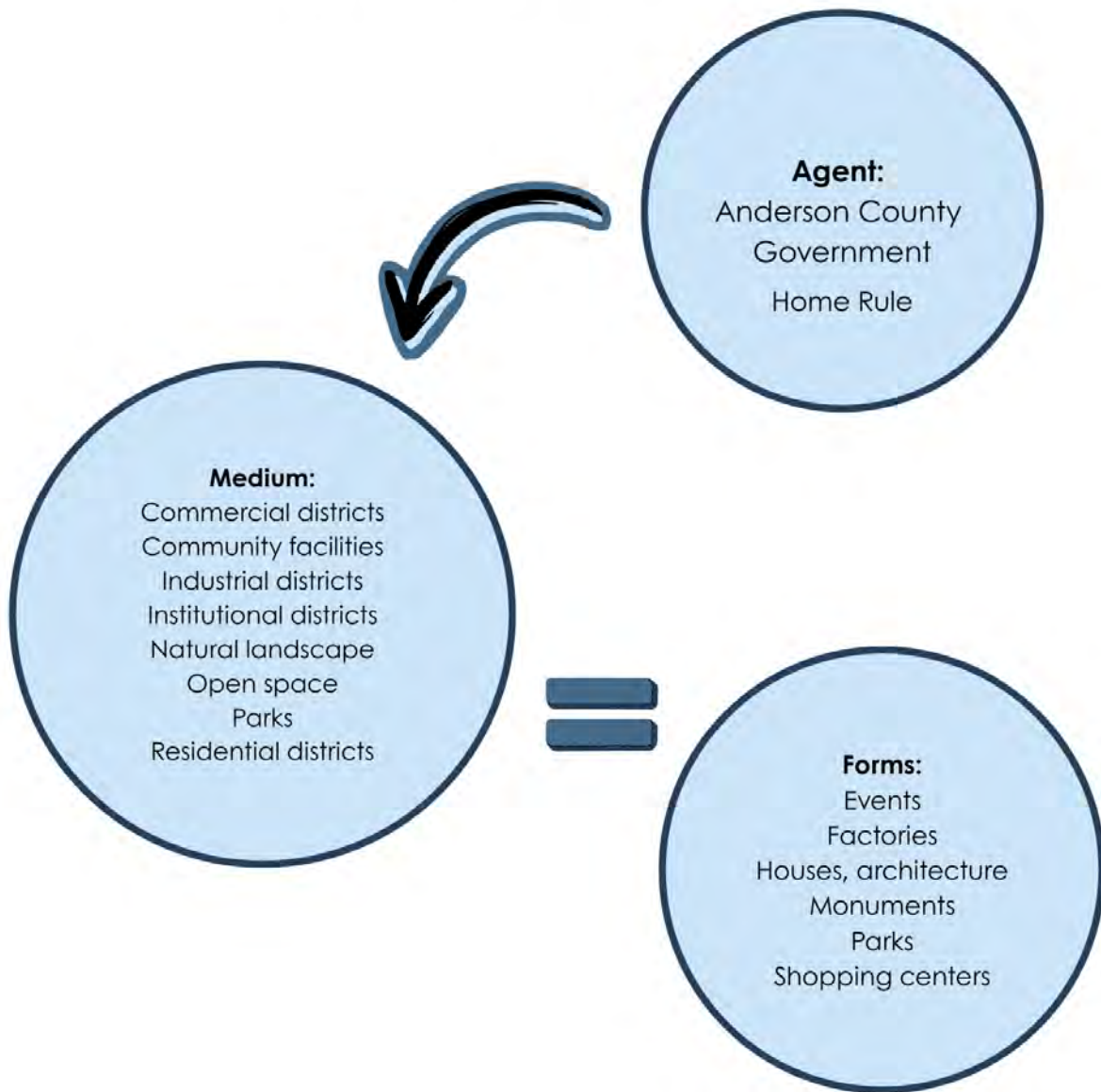
INTRODUCTION

Chapter 6 deviates from previous county plans by identifying the main cultural component for Anderson County government and enabling the implementation of an action-driven Plan. The emphasis is on a special type of plan capable of recognizing and recommending place-making tools for the future of Anderson culture. As Councilman Brett Sanders said in a December 2025 video interview: you have “Americans” and you have “Andersonians”. In the Spirit of the Anderson County Bicentennial (1826-2026), this latest cultural element of the of the decennial county Plan describes how Andersonians create culture, in turn, contributing to the overall American culture. This chapter’s objective is to discover the role of county government and then provide a prescription for departments and divisions to intensify Andersonian culture for the next 10 years. This is accomplished through the policy, champions, strategies, and actions listed at the end.

Three components of culture shall be introduced – home rule county culture, civil pilgrimage, and material culture. The first two items – home rule and civil pilgrimage describe the cultural geography of the county while the last component selects an inventory of physical items. Quite simply defined for this element – culture is the Agent (Anderson County government); the natural landscape is the Medium (commercial, industrial, natural landscape, subdivision, and institutional area); and the cultural landscape is the Form (shopping center, factories, farms, open space, parks, houses, and monuments, etc.). Dr. Carl Sauer, cultural geographer and author of the model summarizes it in a 1927 article *Recent Developments in Cultural Geography*: “Culture is the agent, the natural area is the medium, the cultural landscape is the result.” **See Figure 6.1 – Cultural Geography, page 2**

Besides utilizing cultural geography (belief systems) another method of defining culture is to identify the material culture in an area. As mentioned in the previous county plans this includes an ongoing list of physical items in the landscape. These items can then be used for future county initiatives and plans. Also, at the end of this chapter, the cataloguing and inventorying of material items lends itself as input for crafting future land use ordinances.

Figure 6.1 - Cultural Geography



Inventory of Existing Conditions

Home Rule County Culture

Counties within the United States possess their own unique style of government culture. They are one of the first forms of government in America, formerly called shires dating back to the 1634 eastern shore of Virginia. Currently, there are 3,069 county governments in the United States and 46 of them are in the state of South Carolina. Anderson District was created in 1826 and then formally called a county with ratification of the 1868 South Carolina constitution. All counties in the state were under heavy handed control by state government via “supply bills” controlling finances and power structure. Ultimately, increasing complexity of modern life necessitated county government reformation. Therefore, the South Carolina General Assembly ratified and approved Article VIII, Section 7 and Governor John West signed the Home Rule constitutional amendment in 1973. Several years later, Governor James Edwards signed the Home Rule Act into law in 1975.

South Carolina is one of 13 states that provide counties with Home Rule. In contrast, 14 other states are solidly Dillon’s Rule with the remaining states offering a mix of Home Rule and Dillon’s Rule. Since 1975, Anderson has taken full advantage of Home Rule through endowing government with unique economic development initiatives. Due to Home Rule flexibility, the county attracted a manufacturing base via competitive incentives. It also created a means to enhance public facilities to the point of defining a new post-modern tourism culture. This post-modern culture includes the construction of some interesting civic pilgrimage systems, discussed later in this chapter.

The following page contains a photograph from *Special Section: Governing Body* in a 2012 *Uptown* magazine. It shows Governor John West signing the Home Rule constitutional amendment. The caption below the photograph briefly describes both the struggle and implementation of Home Rule County culture in the state of South Carolina. **See Figure 6.2 – Home Rule Photo, page 4**



Municipal and county officials gather around Governor John West as he signs the Home Rule constitutional amendment.

Home Rule

turning point for local governments

The Home Rule Act of 1975 is landmark legislation which is the source of local government authority.

The Act was the culmination of decades of efforts from a variety of groups interested in more flexible and efficient local government. It greatly expanded the authority of county government and gave a structural framework for county and municipal governments.

Municipal government in various forms had existed in South Carolina even before a formal state government structure. Municipal governments operated with a great deal of autonomy. Ordinances adopted by city government to regulate city life were rarely challenged.

As the state began to develop, the state legislature began to play an increasing role in regulating the fiscal authority of

municipal government. From the early days of the Municipal Association in the 1930s, city officials saw increasing restrictions placed on their fiscal authority.

At the time, county government was just an arm of the state government at the county level. The legislative delegation, usually the senator, controlled the county. Each year the state legislature passed a supply bill which was the county budget. The delegation dictated every detail from pencils to personnel. Elected county officials mainly took care of county roads.

At the 1957 Municipal Association Annual Meeting, Mayor J. Clarence Dreher of Columbia presented a program to the delegates based on Report #5 of the General Assembly Fiscal Survey Commission which was published in 1956. It was commonly called the "Wiggins Report."

"The fiscal problems and affairs of the counties, school districts and cities are interrelated and interwoven with the fiscal affairs of the state government," Dreher read from the report. "In some cases the sources of revenue are overlapping. Local governments are at the end of the line as to sources of tax revenue except property taxes."

"A major factor in the fiscal problems of local governments in South Carolina is the extent to which the state controls the delicate relationship between itself and the local governments."

Dreher concluded his comments on the Wiggins Report saying, "The state must accept its responsibilities and unless we have healthy, fiscally sound municipal governments in the state, the state itself cannot experience progress and sound government."

12 uptown: june 2012


Since 1975, Anderson County has reaped the benefits of Home Rule County culture. Serendipitously, it experienced the demise of textile industry (1980s) with a lifesaving injection of Home Rule empowerment. This event finally removed the constraints of being under Dillion's Rule which required counties to obtain state approval for any changes in government structure, function, or fiscal organization. In 1872 Judge John Dillion of the Iowa Supreme Court ruled that county governments possess powers explicitly granted by the state through its legislature or constitution. Then in another court case, *Aitkin versus Kansas* (1903), the U.S. Supreme Court upheld the Dillion decision. In contrast, Home Rule counties control their structural domain (government hierarchy), functional domain (optional services), and fiscal domain (revenues, expenditures, and taxes).

On June 25, 1975, Governor James Edwards signed the Home Rule Act; thereby, granting Anderson County with its current form of government. Finally, the power of South Carolina counties was formalized! Anderson County was empowered to control public works, taxes, and promote construction and recreation projects. The shackles of state mandated "supply bills" were lifted and both government and cultural development could proceed in tandem. By 1986 Anderson County was able to address its own property and liability insurance, offer a fee in lieu of taxes for industrial development valued at \$85 million or more (1988), develop industrial or business parks (1989), local government sales tax including the one-cent local option sales tax (1990), solid waste, landfill, recovery/recycling material facilities (1991), and road maintenance fee on vehicles (1992), etc. Presently, Anderson County Council relies on Home Rule to create and amend land use ordinances as means to form the cultural geography of the county.

Further empowerment of Home Rule County culture occurred on April 13, 1993, in *Williams versus Hilton Head* when the South Carolina Supreme Court announced for the first time that South Carolina does not operate under Dillion's Rule. In turn, this enabled Anderson County to operate as its own entity and not as a government appendage of the state capitol in Columbia. The following page outlines how Home Rule incline remediated the textile industry decline. Consequently, Anderson County developed a Home Rule Culture promoting tourism and pilgrimage systems. **Figure 6.3 – Home Rule Culture, page 6**

Figure 6.3 - Home Rule Culture

Textile Industry decline

- 
- 1970s** - Industry peak with 437 mills and 143,00 workers.
1980s – Foreign competition begins to compete.
1990s – North American Free Trade Act (NAFTA) adopts no tariffs for Mexico and Canada combined with lower pay equals increased competition.
2000s – China joins World Trade Organization compounding competition.
2010s – 42,000 textile workers in South Carolina.
2020s – 18,000 workers in South Carolina.

Home Rule incline

- 
- 2020s** – Indigent Memorial Wall and Saluda River Launch opened, a 10-year Comprehensive Plan and Land Use Ordinances adopted by Anderson County. Home Rule County Culture turns green by protecting environment with local ordinances, as well as funding the development of pilgrimage sites.
2010s – Green Pond Landing & Event Center opened by Anderson County; thereby, providing a larger setting for the Bassmaster Classic pilgrimage system.
2000s – Civic Center plus Anderson Sports and Entertainment Center activity accelerate after opening in the 1990s by Anderson County funding and providing the setting for music festival and sports pilgrimage.
1990s – *Williams v Hilton Head*, South Carolina Supreme Court specifically states counties no longer operate under Dillion's Rule.
1980s – Counties continue to debate freedom of fiscal limitation imposed by state legislation and modern annexation laws for municipalities.
1970s – Home Rule Amendment and Act signed by Governors John West and James Edwards
1964 – *Reynolds v Sims*, U.S. Supreme Court, "One man, one vote." A South Carolina senator no longer represented a geographic county; instead, they represent 1/46 of state population. County government no longer solely linked to state via a senator.

Civil Pilgrimage – Sports, Music, Memorial, and Scenic

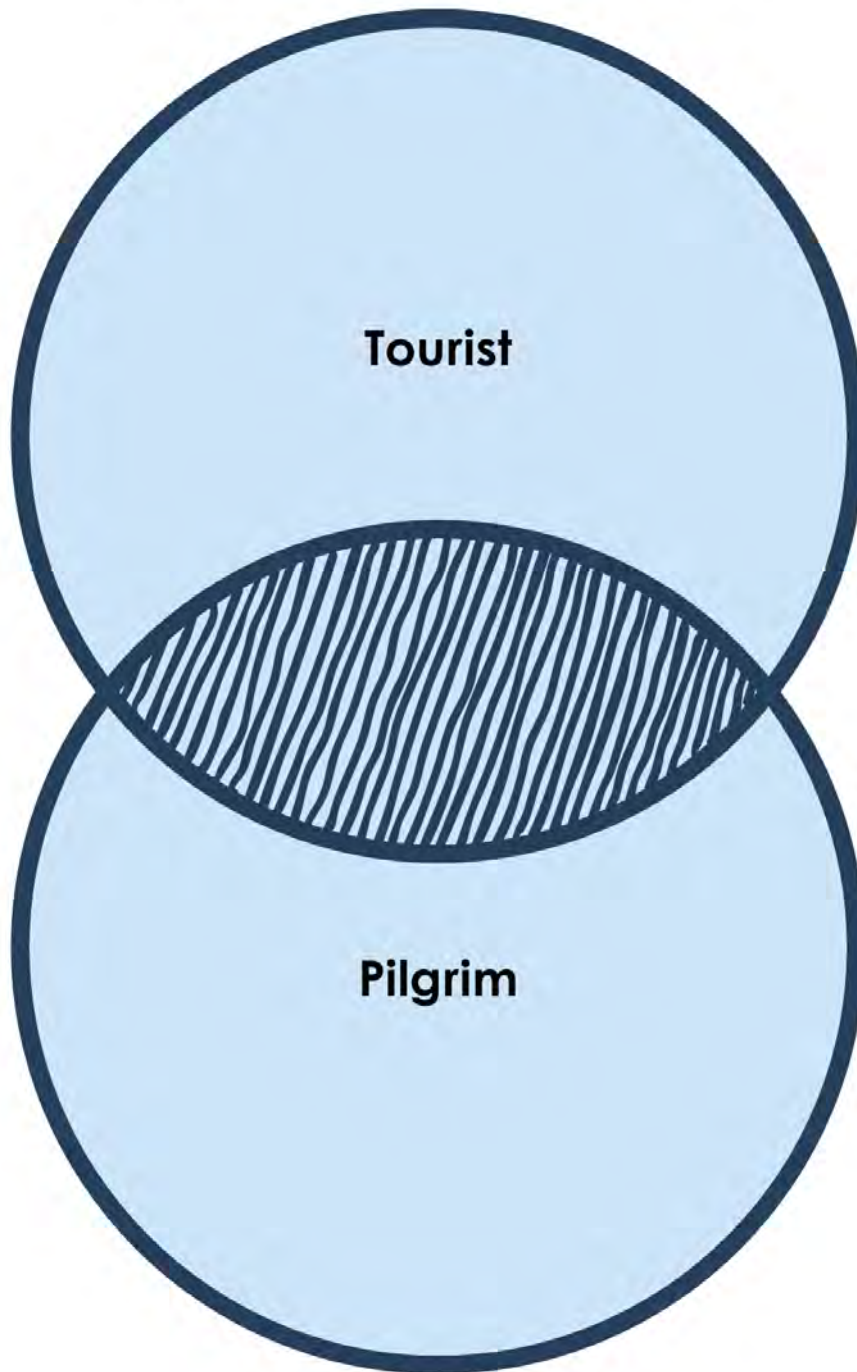
One component of cultural geography is pilgrimage. It is spatial movement motivated by sentiment or belief. Pilgrims are like tourists through travel and shared physical appearances; but pilgrims have a few characteristics that set them apart from being a standard tourist. For instance, pilgrims travel somewhere for a specific purpose (either solo or with other people) and have a shared sense of belonging in a group apart from the larger society. When reaching their geographic goal, they perform a ceremony followed by a feeling of completeness. After the ceremony they gather in a festive (celebration) or with veneration, followed by a return home. The return is combined with memories associated with curios, patches, and photographs. In comparison tourists share travel to similar places but lack a specified purpose with group bonding. Pilgrims, while standing apart from the whole of society as their own separate group, reach that communal gathering point and then disband with a return to society and their own secular lives. In contrast, tourists simply travel and enjoy seeing. The recreational enjoyment of spatial movement is emphasized more than sentiment or belief.

Coincidentally, the adoption of South Carolina Home Rule County culture coincides with the identification of civil pilgrimage in America. During the same period of Home Rule adoption in the 1970s, cultural geographers increasingly identified the importance of civil pilgrimage systems. For example, Dr. Wilbur Zelinsky from Pennsylvania State University researched civil pilgrimage versus tourism associated with the Gettysburg National Battlefield. This was soon extended to other battlefields, sporting events, music venues, memorials, and scenic vistas. The concept of civil pilgrimage gained momentum and now plays a large part in the economic development of tourist sites. On the following page a simplistic academic model illustrates the interface between tourist and pilgrim.

See Figure 6.4 - Pilgrim Model, page 8

After examining the cultural component of Home Rule, it is necessary to see how Anderson County developed its own tourist sites that became civil pilgrimage sites. Several successful examples of the county's cultural place-making include Anderson Sports and Entertainment Center: Center of it All (Civic Center) *Rock the Country* festival, the *Bassmaster Classic Tournament*, the *Saluda River Rally*, the *Indigent Memorial Wall*, and *Savannah River Scenic Byway*.

Figure 6.4 - Pilgrim Model



Civic Center

Beyond the 1990s and continuing into the present, counties were able to expand their fiscal management and government operations. There are several prime examples of Anderson County using Home Rule County culture to create civic pilgrimage sites. A *Go Upstate* news article dated May 28, 1999, states that, “Two years ago, by using accommodations tax money, Anderson County was able to come up with the funds for the 337-acre sports and entertainment complex.” This was an expansion of the original \$12 million Civic Center with conference center and entertainment arena that opened in 1991. The newly formed 1999 Anderson Sports and Entertainment Center includes the 45,000 sq. ft. facility, an 80-acre sports complex and a 15,000-seat outdoor amphitheater. Thus, the creation of a cultural facility soon provided the setting for a county music pilgrimage site where pilgrims and tourists alike attend venues and road shows of their favorite artists. Previously, *Rock the Country* annual country music pilgrimage was held by the County during the heat of the summer. This music festival has the makings of an annual pilgrimage for music fans, depending on how much the county develops it as a site versus an event. Two regional examples of music pilgrimage are Elvis Presley’s home Graceland and the Grand Ole Opry, a country music venue.

Bassmaster

Another *Andersonian* pilgrimage site is centered on Green Pond Landing & Event Center at Lake Hartwell. On December 19, 2014, a three-lane concrete ramp measuring 280 feet long was built to sustain historic periods of high- and low-level lake water. Additionally, 166 truck/trailer parking spaces and 113 single parking spaces were installed by Anderson County Parks & Recreation. Due to the large numbers of bass in Lake Hartwell and some quick marketing by Visit Anderson and the Anderson County Park & Rec Department, the Bassmaster Classic (known as the *Bass Pro Shops Bassmaster Classic* fishing tournament was held at Green Pond Landing). As Neil Paul, Executive Director of the non-profit Visit Anderson states, “The Green Pond Landing was the glue that cemented the community and lake together”. Ultimately, this social “glue” created a sports pilgrimage system. The top of this hierarchical sports fishing pilgrimage is the Bass Classic tournament. It was held four times at Lake Hartwell in 2008, 2015, 2018, and 2022. If held for a projected 5th time it shall set a record by surpassing the only four repeat places in Alabama and Louisiana. Similar to the Olympics sports pilgrimage, it has changed locations every year since 1971.

The Bassmaster Classic takes place over three days. All fish caught must measure at least 12 inches (or match the state's catch and release rules). The highest total weight receives a trophy and monetary prize. The final event honoring the winner is held in a large coliseum nearby to accommodate a large crowd. When reviewing the contestants and the crowds on archived Bassmaster Classic video recordings, a sports pilgrimage system is revealed by watching the sentiment. The contestants and audience express plenty of emotions with tearful moments. The pyramidal hierarchy of Bassmaster sports pilgrimage towers above many medium size and small fishing tournaments for people from a large demographic pool, including aspiring anglers starting in youth and advancing to senior professionals with a lifetime pursuit of the largest or the most quantity of bass fish.

Saluda River Rally

Another germinating pilgrimage system is the Saluda River Rally which started in 2010 as camping and kayaking journey from a launch on the banks of the Saluda near Powdersville. Once again, the Anderson County Parks & Recreation Department started the event by improving Dolly Cooper Park. Future plans involve park expansion. The event has a regional pull of annual pilgrims and tourists seeking water recreation, camping, and a gathering. Simultaneously, another county music festival was added to event (*Rhythm on the River*). Similar to the Civic Center and Green Pond Landing, a new park is scheduled for completion. If Anderson County Home Rule culture building repeats itself, this will become a regional sports pilgrimage system. Annual camping families and others will socialize and kayak in the spirit of the Saluda River. By incorporating and intensifying the Rally and park development within the policy goals, champions, strategies, and actions in the later part of this chapter, this event has the makings of another civil pilgrimage system.

Indigent Memorial Wall

A more sentimental pilgrimage created by *Andersonian* Home Rule County culture is the Anderson County Indigent Memorial Wall. "*Andersonian*" is a term used by Councilman Bret Sanders in a video of the December 2025 memorial gathering. He applied the term to describe the sentimental and sympathetic values of county citizens while they reach out in remembrance of the deceased who were not claimed by family or supported by burial funds. The historic county Potter's Field (indigent cemetery) is located within the Anderson Sports &

Entertainment Complex area. The Anderson County Office of the Coroner created a memorial wall at the historical county cemetery on Civic Center property. Ashes of the fallen indigent are spread within the white picket fence cemetery. A sentimental memorial gathering is held every year by the Coroner's Office and County Council. The names and date of passing of the deceased are read as well as a sentimental citation. This event is marked with the tears of county officials and family members of the deceased. It is recorded on video by the *Anderson County Observer* news site. During the December 2025 ceremony Chief Deputy Coroner Donald McCown read a poem accompanied by group sentiment. **See Figure 6.5 – Memorial Poem, page 12**

Savannah River Byway

Another worthy mention of Anderson County culture is the Savannah River Scenic Byway. It was designated in 1998 as part of the National Scenic Byway Association and is 110 miles in total. It parallels the Anderson County border with Georgia and the Savannah River. As the byway transects the county, it exhibits an intrinsic quality described as historic while utilizing highway Routes 24, 187, 412, and 81 for a total length of approximately 40 county miles. This stretch of the scenic byway offers travelers picnic areas, scenic views of Lake Hartwell and the Savannah River; as well as an opportunity to experience the rural agrarian South. After reactivation and revision of the 1998 byway nomination, this stretch of highway shall be the next pilgrimage system sponsored by Anderson County Home Rule County culture. Like the previously mentioned systems - policy, champions, strategies, and actions are described later in this chapter. The following map outlines the course of the scenic byway as it transects the county. **See Figure 6.6 – Savannah River Byway Map, page 13**

Figure 6.5 – Memorial Poem “For Those We Carry Home”

No names were spoken when you left,
no hands were there to hold your own.
Yet here, today, we gather still –
to say you did not walk alone.

For every life, however quiet,
leaves a footprint on this earth;
a whispered grace, a tender echo,
a story measured not by worth
but by the simple truth of being –
that you were here, and you were real.

A heartbeat once, a breath, a light
a soul that time could never steal.
Though no familiar voice is raised,
no family steps to claim your past,
we stand as witnesses for you -
your memory honored, your peace steadfast.

May rest be yours, unbroken, deep;
may gentler skies above you part.
And know this now: you are remembered,
held with dignity, kept in heart.

For no one leaves this world unseen;
no journey ends in solitude.
Today we carry you with care –
in solemn grace, in gratitude.

-Unknown

Read in December 2025 at the memorial ceremony

Figure 6.6 – Savannah River Scenic Byway



Highway route numbers in Anderson County include 24, 187, 412, and 81

Material Culture

It is vital to note that culture as a people's way of life encompasses their architecture, food, festivals, beliefs, religion, and residences, while history on the other hand tells the story of a people's past, identity, achievements and struggles. Cultural and historical resources remain an integral part of every society; they instill in people a unique sense of place and also serve as an essential ingredient in community building. The need for Anderson County to preserve its cultural and historical resources cannot be over emphasized. When preserved and marketed they can boost tourism place-making. Society requires rich cultural and historical resources to attract visitors and keep them engaged. Tourism is a great source of income for Anderson County if managed properly. Visual and performing arts also attract visitors from far and wide and keep them entertained with the various festivals and shows, prompting them to stay longer and spend more on hotels providing a boost to local economy. Additionally, agricultural heritage supports tourism by turning farm life and practices into visitor experiences. Several examples are the offering of farm-stays, catering venues, and the U-Pick experience. Furthermore, promoting water heritage by revitalizing waterfronts and making them event-ready promotes tourism. In conclusion, the underlying motive of crafting the mandated cultural resources element is to expound the importance of cultural and historical resources to maximize their full potential benefit. Anderson County is blessed with a number of important historic buildings which have consistently witnessed time, while telling stories that shaped the county. The South Carolina State Historic Preservation Office (SHPO), as well as the County and its municipalities, have devoted much time and effort to both inventory these sites and create the necessary regulatory framework to protect them from the adverse impacts of new development, redevelopment, rehabilitation and neglect. **See Figure 6.7 – Historic Structures, page 15**

Anderson County's material culture also includes 23 properties listed on the National Register (**See Figure 6.8 – Historic Properties, pages 16 - 17**). In addition to marking the final resting places of our ancestors, cemeteries are sacred archives of our social, religious, artistic, and cultural heritage. They also contain genealogical information that may not be found elsewhere. More specific information about cemeteries may be found on the South Carolina Department of Archives and History's website. **See Figure 6.9 - Cemeteries, page 18.**

Figure 6.7 – Historic Structures



Faith Cabin Library



Ashtabula Plantation



Charming Pelzer
Historic Inn



Belton Standpipe



Pelzer Lyceum/Hospital/Rescue
Squad Building



Anderson Downtown
Historic District



Anderson Historic District



Pendleton Cotton Mill



Denver Downs Farmstead



Boone-Douthit House



Caldwell-Johnson-Morris Cottage



United States Post Office and Court House



Ramer, Ralph John, House



Kennedy Street School



Pelzer Manufacturing Company



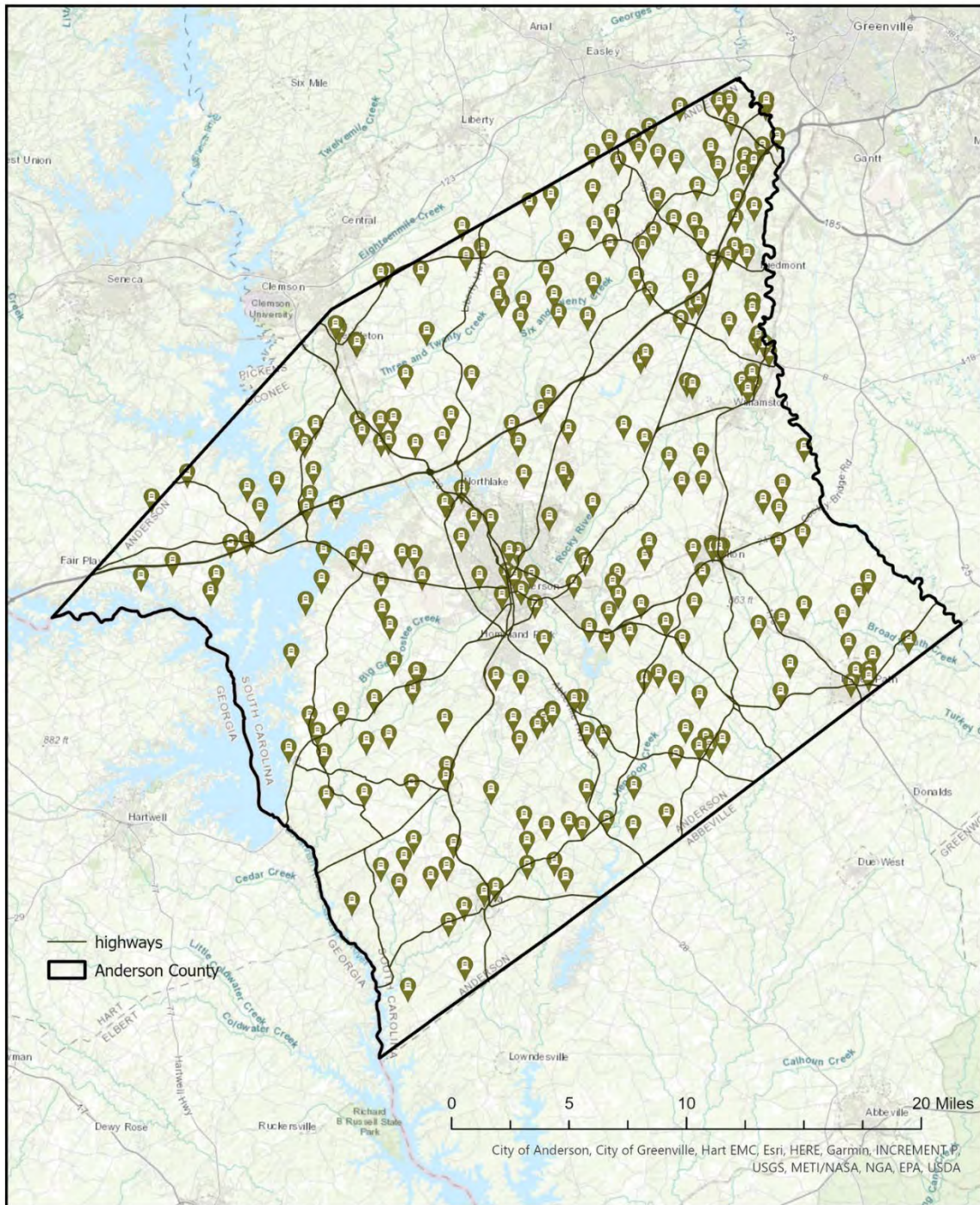
Shirley, Obediah, House

Figure 6.8 – Historic Properties

HISTORIC PLACES	DATE LISTED	REASON FOR LISTING
1. Anderson College Historic District	May 20, 1998	Well-preserved campus architecture, landscaped setting, and importance in the educational and cultural development of Anderson.
2. Anderson Downtown Historic District	February 23, 1979	Historic importance as Andersons central business and civic area, rich collection of turn-of-the-century commercial architecture and well-preserved urban design centered on the courthouse square.
3. Anderson Historic District	December 13, 1971	Strong historical associations, architectural diversity, and well-preserved residential character.
4. Ashtabula	March 23, 1972	Distinct example of Lowcountry plantation architecture offering insight into early 19 th century life and culture.
5. Belton Depot	August 13, 1979	Well-preserved early 20 th century railroad architecture
6. Belton Standpipe	November 5, 1987	Early example of reinforced concrete water tower construction, the tallest of its kind at 155 feet.
7. Boone-Douthit House	July 3, 1997	Plantation-style Greek Revival house of architectural and agricultural significance.
8. Caldwell-Johnson-Morris Cottage	October 7, 1971	Distinctive Greek Revival "raised cottage" architecture.
9. Chamberlain-Kay House	November 25, 1980	Oldest surviving residence in Belton, circa 1854.
10. Denver Downs Farmstead	March 7, 2007	Intact working farm dating back to 1872 with a Colonial Revival main house and associated farm structures.
11. Faith Cabin Library	November 14, 2012	One room log cabin built by the African American community in 1936 to provide library access to rural Black residents during segregation.
12. Kennedy Street School	October 24, 2007	Well-preserved early 20 th century commercial-style educational architecture with Classical Revival detailing and 1960 International (Modern) style architecture.
13. North Anderson Historic District	July 31, 2008	Intact early 20 th century planned streetcar suburb featuring Revival and American Movement residential architecture set along curvilinear, park-like streets.
14. Orr, Dr. Samuel Marshall House	April 13, 1973	Greek Revival architecture with columned portico and classical details

HISTORIC PLACES	DATE LISTED	REASON FOR LISTING
15. Pelzer Manufacturing Company and Mill Village Historic District	October 10, 2017	Early 20 th century textile mill complex, including five mill buildings dating as early as 1881 and its associated mill village featuring worker housing and civic structure reflect the social, industrial, and architectural history of the fully electrified mill town.
16. Pelzer Presbyterian Church	December 13, 1993	Vernacular example of late Victorian Gothic Revival architecture, a rectangular Akron Plan Church built in 1896 featuring stained glass windows, a Gothic-arch entrance, and historic Sunday school addition from 1905.
17. Pendleton Cotton Mill	January 29, 2018	Early 20 th century textile mill with well-preserved industrial mill architecture including the two-story brick mill building, water tower, mill pond, and related auxiliary structures.
18. Pendleton Historic District	August 25, 1970	Well-preserved early town layout and over 6,300 acres of architecture including plantation homes, public buildings, and historic landscapes.
19. Ralph John Ramer House	February 10, 1992	Tudor Revival architecture, designed by notable architect Henry Irven Gaines in 1930 and its association with Ralph John Ramer, a leading civic, business, and military figure in Anderson, SC.
20. Shirley Obediah House	September 3, 1999	Early 19 th century Upcountry plantation farmhouse evolving over time from an 1826 log structure into a multi-room house and embodying vernacular architectural craftsmanship and agricultural heritage in Anderson County.
21. United States Post Office and Court House	October 13, 2017	Well-preserved Colonial Revival architecture, constructed under New Deal era programs in 1938-40-and its symbolic value as a federal presence and source of community pride.
22. Woodburn Plantation	May 6, 1971	Antebellum Lowcountry style plantation architecture, built circa 1830 by Charles Cotesworth Pinckney and its historical associations with prominent regional figures, later preserved as a well-maintained house museum.
23. Woodson Farmstead	April 30, 1998	Listed for its distinctive Queen Anne Eastlake Victorian farmhouse built in 1895, along with a well preserved 1875 cotton house and well house that collectively showcase over a century of agricultural and architectural history in Anderson County.

Figure 6.9 – Cemeteries

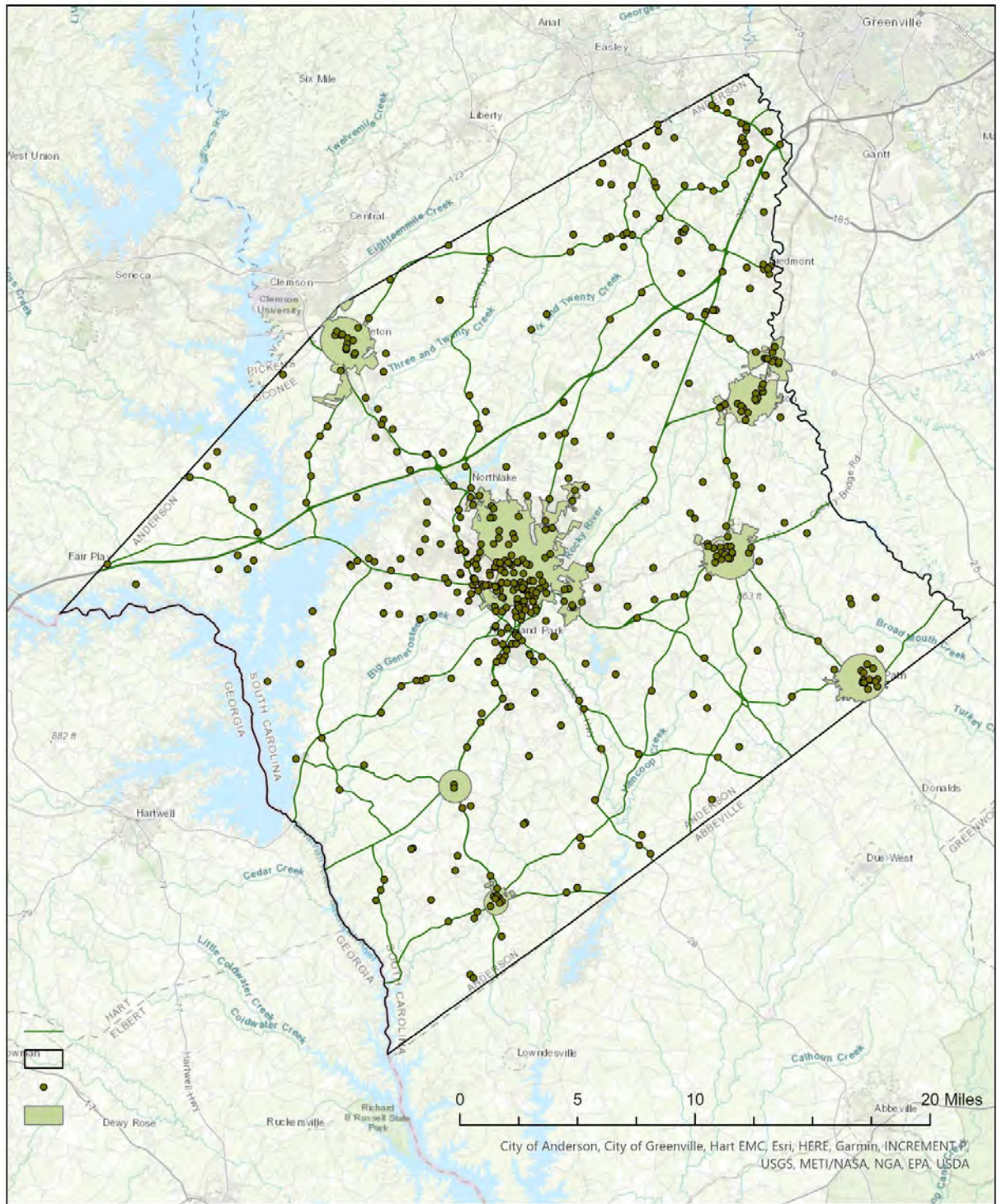


Religious organizations are an important part of a community's culture, which helps to shape values and nurture spirits. Not only are there many historic and beautiful church buildings spread throughout the County, it is religious organizations that actively contribute to emergency relief (including the Covid19 pandemic response and assistance to handicapped and homeless people), charitable giving, social services (particularly for the elderly, prisoners, vulnerable children, families in need, and the underemployed), and medical care. They help people who are struggling in some way (e.g., with addiction, homelessness, poverty, etc.). There are many religious groups that serve this function, as well as interfaith groups that bring in people of different religions to work together to serve those in need. **See Figure 6.10 - Religious Organizations, page 20**

There are a handful of annual festivals in Anderson County. Residents anticipate attending these events to celebrate both historic and material culture. It is vital to support the coordination and marketing of these festivals to strengthen cultural identity, attract regional tourism, and celebrate local heritage. A short list of festivals follows this paragraph. This list is not exclusive and only serves as a sampling of festivals. Festivals are associated with the county residents called the "Andersonians", as well as both intrastate and interstate tourists. Several of the festivals appear apart from basic tourism by attracting annual pilgrims. The Christmas Tree Light festival in downtown Anderson marks the lighting of a tall Christmas tree during the darkest time of the year; while the Saluda River Rally may become an annual pilgrimage during the Summer for camping families from the regional southeastern US. A short list of Festivals in Anderson County includes:

- | | |
|--------------------------------------|---|
| Anderson Soiree | Balloons Over Anderson-A Hot Air Affair |
| Anderson County Fair: September | The Great Anderson County Fair: May |
| Anderson Makers Market | Anderson County Spring Market |
| Anderson Christmas Lights | Holly Jolly Holiday Fair |
| Celebrate Anderson Weekend | Rock the Country: Anderson |
| Nexus Nebula-A Festival for the Arts | Standpipe Heritage and Arts Festival |
| SC Chili Cook-Off: Belton | Sugar Foot Festival: Honea Path |
| Depot Day Heritage Fall Festival Iva | Dog Days of Summer Dog Show: Pelzer |
| Pumpkinpalooza Fall Festival: Pelzer | Fall & Farm Fest: West Pelzer |
| Fall Festival at Denver Downs | FreedomFest: Pendleton |
| Old Farm Days: Pendleton | Spring Jubilee Festival: Pendleton |
| Sunflower Festival: Denver Downs | Spring Fling: Starr |
| Fall Festival: Starr | Mistletoe Market on Main: West Pelzer |
| Pig in the Park: Williamston | Spring Water Festival: Williamston |

Figure 6.10 – Religious Organizations

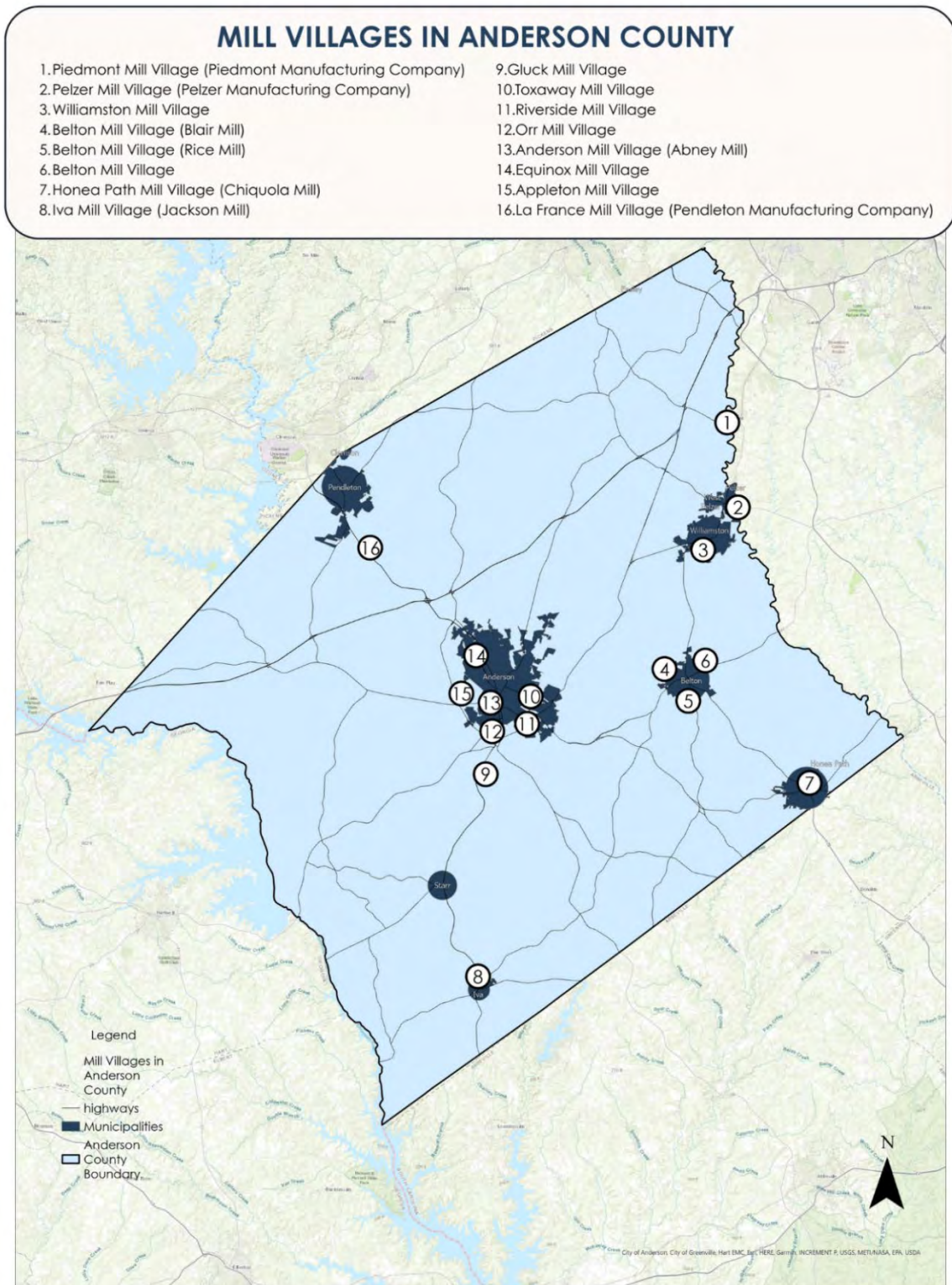


Material culture is also manifested by Mill Villages. As mentioned in the 2026 Comprehensive Plan, Part 1, Chapter 2: Housing Element, Anderson County played a pivotal role in South Carolina's textile mill boom of the late 19th and early 20th centuries, with several notable mill villages like Pelzer, Orr Cotton Mills, and Anderson Cotton Mills forming self-contained communities centered on textile production. The mill villages contain four styles of worker housing. The homes can be divided into two distinct stylistic groups: early housing that was constructed at the time the mill was organized, and later housing constructed in the 1920s and 1930s. Currently, the county and local municipalities are assisting in the redevelopment projects that arise in the villages. Another issue concerns the on-going and ever-present balancing act that involves the need for affordable housing and profit-making gentrification associated with each building project. A map depicting 16 mill villages throughout the county follows.

See Figure 6. 11 – Mill Villages, page 22

Serious efforts are made to both inventory and protect archeological sites, historic structures and properties, cemeteries, churches, and mill villages. These preservation efforts need to be continued and enhanced in the future. Special emphasis can be placed on identifying and preserving the County's material culture through proactive means, i.e., adaptive reuse, grant funded marketing, promotion, and rehabilitation, etc. County land use ordinances and practices continually adapt as a means to increase mindfulness concerning material culture. Recognition of these resources gains economic, aesthetic, recreation, tourism, and pilgrimage advantages. Vibrant cultural activities coupled with preservation of historically significant sites and the making of great public "spaces" and vistas are vital to attract those who will invest in the local economy. Ultimately, the promotion of pilgrimage and the cultivation of material culture contributes to the 10 year comprehensive county plan.

Figure 6.11 – Mill Villages



Guiding Policy

Does policy guide local culture? Yes, the original guiding policy of Home Rule introduced in the 1970s transected the slow decline of textile manufacturing and cotton-based agriculture. Anderson County immediately absorbed the empowerment associated with Home Rule County government culture. It developed recreational facilities - an event center, a museum, lake and river landings, and parks. These forms on the landscape slowly created a tourism industry and then matured into several important civil pilgrimage sites. By identifying and intensifying these sites, Anderson County government can develop a list of policy champions, strategies, and actions to promote civil pilgrimage as culture in the 2026 comprehensive plan. In addition, Home Rule County culture empowers the Planning Commission and County Council to adopt a new comprehensive land development ordinance (LUDO) that protects the existing material culture.

Recommended Policy Champions

Anderson Museum; Dept. of Parks, Recreation, & Tourism

Anderson Sports & Entertainment Center; Dept. of Parks, Recreation, & Tourism

County Council

Facilities Division, Dept. of Central Services

Office of the Coroner

Parks Division, Department of Parks, Recreation, & Tourism

Planning Commission

Planning Division; Dept. of Planning & Community Development

Visit Anderson, Dept. of Parks, Recreation, & Tourism

Cultural Resource Strategies

Acknowledge and identify the prompts when a tourism event becomes a pilgrimage system. Then intensify the promotion of the event as a pilgrimage system. This includes combined action by the triumvirate divisions within the Department of Parks, Recreation, & Tourism. The trio includes Anderson Sports and Entertainment Center (ASEC), Parks & Recreation, and Visit Anderson. They can promote an event that contains a periodic activity followed by a gathering with awards and then a feast (dining and lodging) with a scheduled departure of participants. The awards can include a badge, token, clothing, trophy, and other curios to remind participants of their journey to Anderson County pilgrimage sites; i.e., Bassmaster and Civic Center venues. Additionally, these three county divisions can assist in developing the Saluda River Rally and the Savannah River Scenic Byway. The Indigent Memorial Wall requires action from another triumvirate of strategic management – Office of the Coroner, Facilities Division, and County Council to increase the Wall size, the landscape, and funding. As for Material Culture, the Planning Commission can utilize the land development ordinance (LUDO) rewrite to incorporate archaeology, history, and cultural landscape preservation via adoption of newly crafted site plan and subdivision regulations.

Recommended Actions

Bassmaster Classic Tournament

- Visit Anderson takes the national lead by obtaining a 5th Bassmaster Classic Tournament pilgrimage at Green Pond Landing; thereby, obtaining the record for the most BC Tournaments at one site – Lake Hartwell, Anderson County.
- Upon obtaining such a tournament, Visit Anderson promotes it as a pilgrimage site via local, regional, and national marketing.
- Anderson Sports & Entertainment Center provides additional space for extra fishing exhibits, collective dining, and ancillary events to promote the Bassmaster pilgrimage.
- Parks & Recreation continues to improve the Green Pond Landing site for the influx of tourists and pilgrims.

- Anderson Museum creates an exhibit, display, or lecture about Lake Hartwell.

Anderson Sports & Entertainment Center and Civic Center

- ASEC continues to develop music venues leading to possible pilgrimage. This may include enhancements to both exterior and interior, as well as landscapes.
- ASEC, Facilities, and Park & Recreation collectively consider music festivals as annual pilgrimage events and enhance the experience via increased flow of both tourists and pilgrims.
- Visit Anderson promotes such events as a pilgrimage destination.
- County Administration and Council seek to add music pilgrimage activity.

See Appendix D, page 29

Saluda River Rally

- Parks & Recreation further develops the infrastructure and events associated with the *Saluda River Rally* and associated landings and parks.
- Visit Anderson promotes the event as an annual pilgrimage package.

Indigent Memorial Wall

- Office of the Coroner, County Council, and Facilities division continue to expand and promote the Indigent Memorial Wall via landscape design.
- Anderson Museum provides information on the history of the Anderson County's Potter's Field for inclusion in a historical marker.

Savannah River Scenic Byway

- Visit Anderson takes the lead on developing marketing material for the Savannah Scenic Byway.
- Planning Department registers for annual Champion level membership (\$300) in the National Scenic Byway Association with NSBA media-enhanced opportunities.

- Planning Department enrolls in Byway Leader Training both on-site and virtual (\$125 for NSBA members).
- Planning Department attends annual Byway conference
- Planning Department continues to educate, advocate, promote, engage, connect, and celebrate Anderson County's segment of the Savannah River National Scenic Byway.
- Planning Department along with Roads & Bridges division utilizes GIS to locate scenic picnic areas and pull offs along the byway.
- Planning Department updates the (1998) Travelbyways.com information requested for each scenic byway. **See Appendix D, page 30**

Material Culture

- Planning Commission and Department of Planning and Community Development along with county consultants shall have the current land use development ordinance (LUDO) revision incorporate material culture preservation language for plan reviews, i.e., historic structures and properties, cemeteries, churches, schools, archeological sites, agricultural heritage, and scenic viewsheds.
- Planning Commission and Department of Planning and Community Development along with county consultants assist in the redevelopment of the Mill Villages via critical site plan reviews.

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APPENDIX D

Anderson, S.C. (FOX Carolina) - Rock the Country announced that it has cancelled its stop in the Upstate, February 06, 2026.

Organizers said the festival, originally scheduled to be held in Anderson on July 25 through July 26, was cancelled due to "unforeseen circumstances".

The Anderson County Administrator issued the following statement:

"Anderson County has been proud to host Rock the Country for the past two years. The event was a huge success drawing tens of thousands of visitors, making a multi-million-dollar economic impact on the Upstate. An event of this caliber proved what a great venue and exceptional hospitality we have here in Anderson County. Of course, we are disappointed that Rock the Country will not return to Anderson this year.

We are already planning additional major events and look forward to exciting announcements to come. Anderson County is committed to bringing high quality arts and entertainment to our community."

County Administrator Rusty Burns

APPENDIX D

TravelByways.com information requested for each designated byway:

Example: <https://nsbfoundation.com/nb/country-music-highway/>

Make sure the current information posted already is correct:

Especially the “Byway Visitor Information” – where someone can go to get hotel/restaurant/event information

Overview – edit as needed – button at bottom of each page – (50 – 100 words)

Designation info National Scenic Byway (2002)
Intrinsic Qualities Cultural
Location KY
Length 144.1 miles

Byway Visitor Information
Country Music Highway
Website 📞 888-790-2365

Statewide Byway Partners
Kentucky Transportation Cabinet Kentucky Department of Tourism
Website 📞 502-564-2060 **Website** 📞 502-564-4930

Local Byway Partners: We can list up to 8 Byway Partners, their websites and phone numbers – this is in addition to the “Byway Visitor Information” link above – it can also include links to downloadable maps and guides instead of a partner link

Local Byway Partners

Knox County Convention & Tourism Bureau Website 📞 740-392-6102	Behalt! - Amish and Mennonite Heritage Center Website 📞 330-893-3192	Holmes County Historical Society Website 📞 330-674-0022	Killbuck Valley Land Trust Website 📞 330-804-5958
Downloadable Byway Map Website	Ohio's Amish Country Magazine - AloNovus Corp. Website 📞 330-674-2300	Historic Downtown Millersburg Website 📞 330-674-2412	Berlin Main Street Merchants Website

Story – No word limit on our website – but, will a visitor read more than 300-500 words? (The Journal of Memory and Language says people read silently 238 words per minute)

Driving Directions – maybe from N to S; E to W; or from a major city/airport?

Points of Interest – we can list up to 15 points of interest; you just have to send the description and a website (if available) – we will identify the Google Map link for the “directions” – eventually, these points of interest will be put onto the Overlook Maps site

Itinerary (although it says singular, ‘Itinerary’ – we can put more than one, I will just say Itinerary One: Name; Itinerary Two: Name; etc.

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**ECONOMIC
DEVELOPMENT**



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The Home Rule Act, passed by the South Carolina State Legislature in 1975, significantly expanded the power of counties. Counties became responsible for their own structure, functions, and financing. For the first time, it also made intergovernmental cooperation possible. Anderson County became able to chart its own destiny as it relates to local culture, economic development, land use, natural resources, and other areas of local concern now under its decision-making authority. Common threads bind these ten elements of the Comprehensive Plan together. It is the job of the County Council to find the balance that will result in the best outcomes for its citizens. So . . . a tip of the hat goes to those South Carolina legislators and leaders who, 51 years ago, had the foresight to allow local decisions to be conceived and carried out closer to the people!

INTRODUCTION

Anderson County will continue to advance practical policies that will drive economic prosperity. Ensuring that citizens have access to employment is one of the most important aspects of creating a vibrant and resilient community. The Economic Development Element serves to provide a status report of the Anderson County economy and to make recommendations for developing an environment capable of sustaining and refining the existing economy and quality of life. This element is a plan that, if implemented, is intended to generate new and alternative job opportunities and an increased tax revenue stream that will enable the County to continue to support and deliver an outstanding level of essential services in a way that will continue to sustain economic development. It places emphasis on how the County will choose to locate business uses.

Anderson County lies along Interstate-85 in the northwestern corner of South Carolina, midway between Atlanta, GA and Charlotte, NC. By its geographical nature, the area is destined to be one that attracts economic and population growth. It is blessed with abundant water resources and a mild climate. It has more than adequate arterial and rail access, along with nearby proximity to a local and an international airport and a South Carolina Inland Port. The area, having one of the lower costs of living in the United States, is already a prosperous industrial, commercial, and tourist center. With more than 15 universities and colleges within 50 miles of Anderson, there are many great higher education

options for the community. Anderson County has integrated the respected education and training programs of these local institutions, including Anderson University, Clemson University, and Tri-County Technical College, into economic development resources that aid in advancing the workforce needed to attract industries.

Its existing economy, along with up-and-coming sectors of economy, must be considered as Anderson County looks to reinforce its prosperity. In addition to its flourishing industrial sector, the County has grown its tourism sector, largely due to 55,950-acre Lake Hartwell, a U.S. Army Corps of Engineers lake with nearly 1,000 miles of shoreline touching six counties in two states. It is a highly desirable location for residential and recreational uses. The County is also the home of large farming and agricultural businesses. All these sectors combine to support a diverse and resilient economy.

Anderson County has been successful in replacing textiles and diversifying its economy in the last thirty years. The *Greenville Business Magazine*, June 14, 2023, gives good insight into the Upstate and the local Anderson economies:

Textiles dominated Anderson County's economy for more than a century, from shortly after Reconstruction through the 1990s. As textile jobs began moving overseas toward the end of the 20th century, the County worked diligently to diversify its manufacturing base by attracting other industries and devising higher education opportunities to enable workers to better meet the needs of companies. Successfully creating such a diversified economy will keep its citizens employed and help ensure they are able to weather economic downturns.

This element walks through the County's existing economic conditions and the local business climate. More importantly, it makes recommendations for continuing a healthy economic outlook along with a balanced approach to locating new industry. Economic Development as it relates to land use, public infrastructure, and housing is discussed here and in other relevant elements. The latest available economic data reflect the same general trends. The County has built a strong economy.

INVENTORY OF EXISTING CONDITIONS

Anderson County worked intentionally to fill the void left by the vanishing textile economy of the last century with a stronger, more diversified economic base. The County has earned a more-than-adequate share of the prosperity experienced by the Upstate over recent years via an expanding economy and unprecedented population growth. The County's economic slogan is "*Where the World Comes to Work.*"

Anderson County's economic development efforts are among the strongest in the Southeast. According to the same article in *The Greenville Magazine*, "Anderson County has done a great job attracting the right type of industry—the kind that is creating modern, class-A industrial facilities and equipment. The County's leaders have devised a very streamlined way for businesses to come into the County or expand." Strong growth and low unemployment mean many of those employed by the more than 200 manufacturing firms operating in Anderson County are earning good wages. Of the County's five largest employment sectors in 2023, manufacturing had the highest average salary, more than 10 percent more than the second-healthiest sector--health care/ social assistance, and nearly double that of the third-largest segment--retail trade.

Labor Force Characteristics

The U.S. Bureau of Labor Statistics defines labor force or work force as the total number of people aged 16 and older who are actively engaged in or available for work. Anderson County's labor force is becoming more educated, better paid, and older. The County maintains one of the lowest unemployment rates in the state. Its unemployment rate in August 2024 was 5.1% and had dropped to 4.4% by November 2024. As of December 2025, the labor force in Anderson County was 102,785 employees. By January 22, 2026, the labor force had risen to 103,346 (graphic not available). According to an article published in 2024 by the South Carolina Department of Employment and Workforce, the 2024 average salary for manufacturing was \$61,048. It remains a high wage sector, higher than health care. The highest salaries belong to management positions at an average of \$121,992 in 2024.

☆ Civilian Labor Force in Anderson County, SC (SCANDE7LFN)

Observations

Dec 2025: **102,785**
Updated: Feb 6, 2026 7:11 PM CST
Next Release Date: Not Available

Units:
Persons,
Not Seasonally Adjusted

Frequency:
Monthly

1Y | 5Y | 10Y | Max

1990-01-01 to 2025-12-01

Edit Graph

Download

View Map



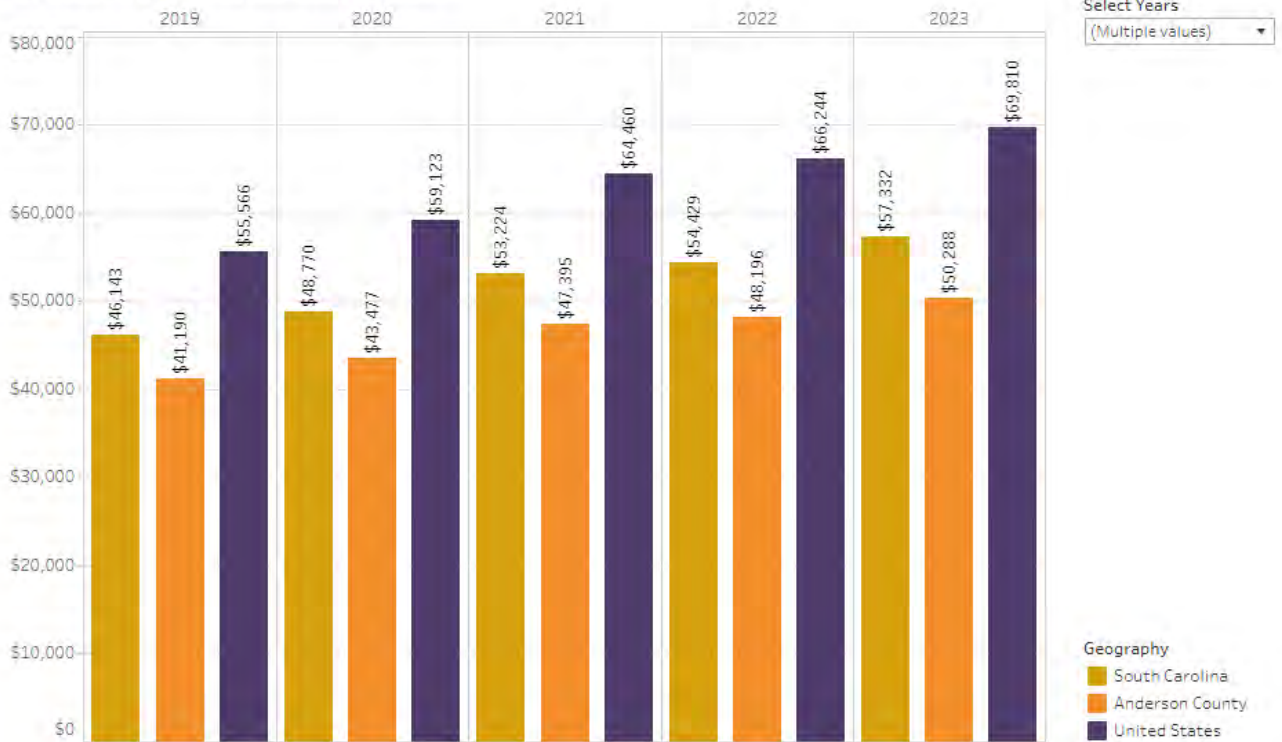
Personal and Family Income

Local income is one of the better indicators of the health of a local economy. There are several ways to consider income for an area—Median Family Income, Median Household Income, Per Capita Income, and others. More information on income data is found in Part I, Chapter 1- Population Element and Appendix E at the end of this Element.

Over the past 30 years, the per capita and median household incomes have steadily increased, but not in the same percentages as the State or the Nation. The following graphics show income trending generally upward in recent times for Median Family Income and Salary (Employment and Salary). Inflation adjusted Historical Family Income (2005-2021) for the Nation, the State, and Anderson County is also found in Appendix E.

Per Capita Personal Income | 2019-2023

Upstate SC & Selected Geographies

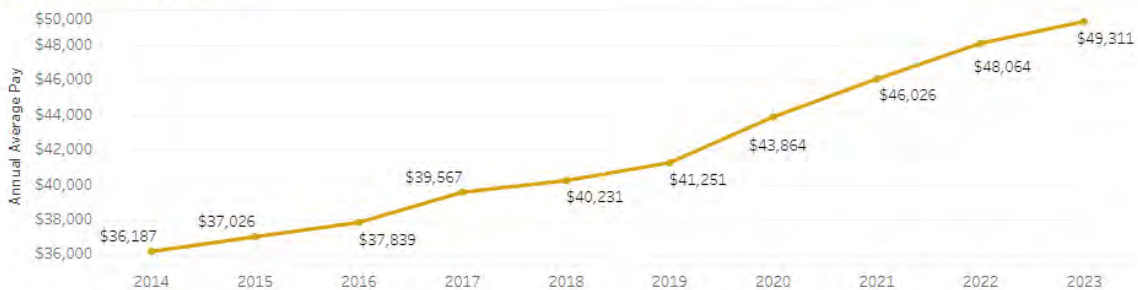


Source: US Bureau of Labor Statistics, Appalachian Council of Governments and Upstate Alliance for both graphics.

Employment & Salary in Anderson County | Total, All Industries 2014 to 2023

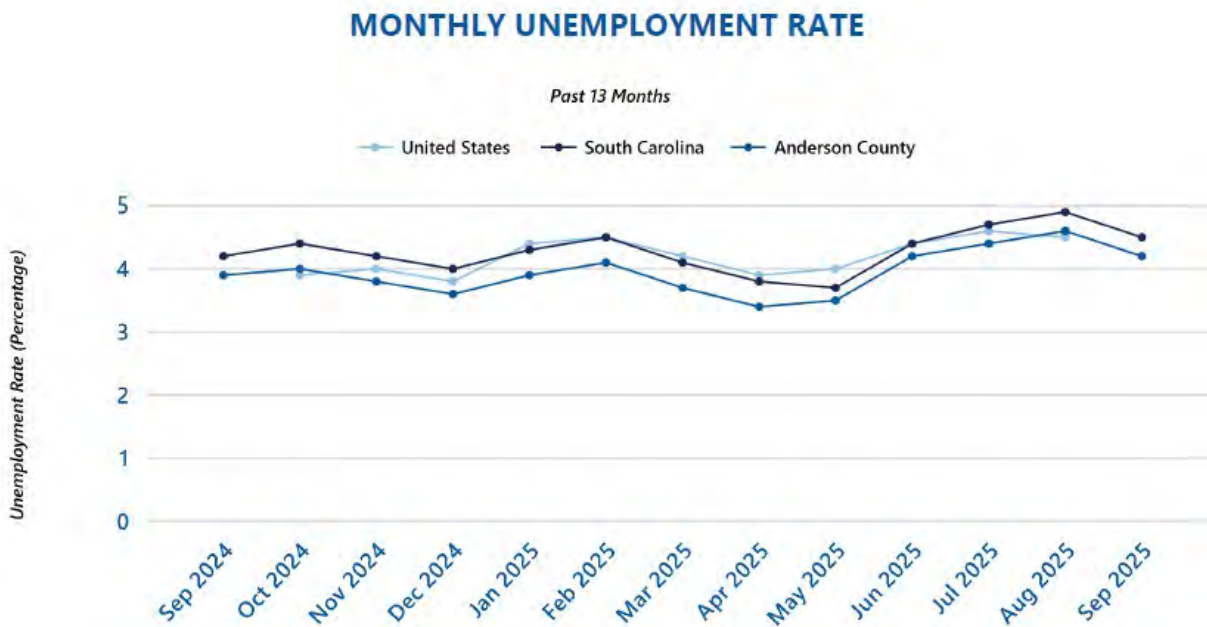


Annual Average Salary



Unemployment Rate

Anderson County has consistently maintained a lower unemployment rate than that of the State or the Nation. From September 2024 to September 2025, the unemployment rate for the County hovered around 3.4% to 4.6%. For a number of reasons, some unemployment will exist even in a good economy. People quit jobs to find better ones, people re-enter the workforce, switch careers, and some temporarily stop working to get training. A low unemployment rate (3-5%) is generally considered full employment. Full employment refers to a situation where virtually all individuals who are willing and able to work are employed. It does not imply zero unemployment. Full employment indicates that the economy is operating at its maximum productive capacity.

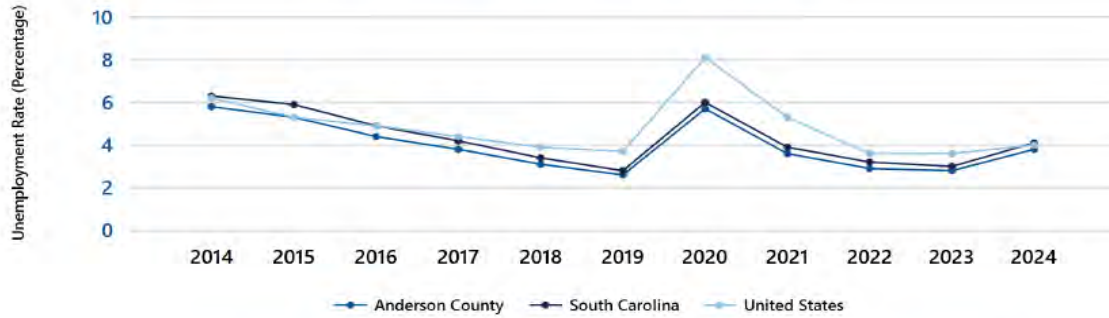


SC Department of Employment and Workforce, Community Profiles, Anderson County, SC 12/19/2025.

The County's year over year unemployment rate showed a healthy economy from 2014-2024. It spiked to nearly 12% during the 2008 recession. It also exceeded 5% during the COVID epidemic and fared better than the State and the Nation during cyclical downturns remaining under 5% for all other years during this time period, an indication that Anderson County has built a resilient economy.



ANNUAL UNEMPLOYMENT RATE



ANDERSON COUNTY

SOUTH CAROLINA

UNITED STATES

Year	Employment	Unemp.	Rate	Employment	Unemp.	Rate	Employment	Unemp.	Rate
2024	95,880	3,828	3.8%	2,430,453	105,178	4.1%	161,346,000	6,761,000	4.0%
2023	94,714	2,686	2.8%	2,401,212	74,248	3.0%	161,037,000	6,080,000	3.6%
2022	92,075	2,786	2.9%	2,330,548	77,339	3.2%	158,291,000	5,996,000	3.6%
2021	89,655	3,329	3.6%	2,272,940	92,676	3.9%	152,581,000	8,623,000	5.3%
2020	86,201	5,166	5.7%	2,201,090	140,613	6.0%	147,795,000	12,947,000	8.1%
2019	89,173	2,366	2.6%	2,263,682	64,405	2.8%	157,538,000	6,001,000	3.7%
2018	87,638	2,814	3.1%	2,206,821	76,542	3.4%	155,761,000	6,314,000	3.9%
2017	86,363	3,391	3.8%	2,168,104	94,845	4.2%	153,337,000	6,982,000	4.4%
2016	85,416	3,935	4.4%	2,145,584	110,199	4.9%	151,436,000	7,751,000	4.9%
2015	82,701	4,674	5.3%	2,108,786	132,281	5.9%	148,834,000	8,296,000	5.3%
2014	80,884	4,992	5.8%	2,063,369	138,475	6.3%	146,305,000	9,617,000	6.2%

Source: DEW LMI/BLS - Local Area Unemployment Statistics

Education of the Labor Force

Educational attainment is improving in Anderson County's Labor Force. The graphic below shows the 2023 status of educational attainment as published by Upstate Alliance in its Anderson County Fact Sheet. One can view more detailed information regarding education in Anderson County on page 10 in the Anderson County Comprehensive Plan, Part I, Chapter 1, Population Element.

EDUCATION

2023 EDUCATIONAL ATTAINMENT, AGE 25+



- 9.9% Graduate / Professional Degree
- 16.4% Bachelor's Degree
- 11.9% Associate Degree
- 18.2% Some College, No Degree
- 24.2% High School Diploma
- 6.3% GED / Alternative Credential
- 9.7% 9th-12th Grade, No Diploma
- 3.4% Less than 9th Grade



STUDENT ENROLLMENT

K-12 Schools
2-Year Schools
4-Year and Graduate Schools

2022-23

34,264
5,629
4,121

DEGREE COMPLETIONS

Associates Degrees
Bachelor's Degrees
Graduate/Professional Degrees

2022-23

894
634
322

Commuting to Work

The latest figures for Anderson County show 42 percent (48,491) of the County's labor force work in other counties. Neighboring counties, such as Greenville, Pickens, Oconee, and Abbeville represent 26% of the commuters into the County. The workers who both live and work in the County numbered 35,637 (32%), fewer than workers who leave the County for work. The workforce living in Anderson County, therefore, would be able to satisfy the employment needs of any newly locating or expanding industry. In other words, Anderson County would be able to attract its residents back into the County to work locally without increasing housing and infrastructure needs.

COMMUTING PATTERNS

WORKER INFLOW & OUTFLOW



TRAVEL DISTANCE TO WORK

Less than 10 miles	43.9%
10-24 miles	30.3%
25-50 miles	13.3%
50 miles or more	12.4%

74.2%
of workers travel less than 25 miles

WHERE DO WORKERS LIVE?

Anderson County

Anderson County	55.1%
Greenville County	11.8%
Pickens County	7.6%
Oconee County	3.9%
Spartanburg County	2.8%
Abbeville County	2.2%
Greenwood County	1.4%
Laurens County	1.2%
Richland County	1.1%
Hart County, GA	1.0%

In 2023, the Anderson County labor force totaled 94,227 workers and unemployment remained low at 2.8%.

Source: Upstate Alliance – Fact Sheet for Anderson County-2023, Inflow and Outflow of Workers (Workforce Growth) by Occupation, 2023, <https://www.upstatescalliance.com/wp-content/uploads/Fact-Sheet-Anderson-County.pdf>

Characteristics of the Local Economy

Apart from the labor force, the characteristics of local businesses and industries themselves are a major part of the inventory of the local economy. What does Anderson County’s local economy look like?

The Main Economic Sectors

While agribusiness leads South Carolina in overall economic contribution, manufacturing (automotive/aerospace) drives exports, and tourism provides massive visitor revenue, making them all critical pillars of the State’s and Anderson County’s economies. Entrepreneurial opportunities in heritage and nature-based tourism, downtown retail, personal services, and specialty agriculture sectors are

particularly ripe for growth.

Anderson County is fortunate to announce major manufacturing moving in at a rate easily absorbed into the local economy which means that the labor market fills jobs, infrastructure is available, and employees have housing. There is a good mix of public and private sector employment as shown in the Top Ten Major Employers table below:

TOP 10 MAJOR EMPLOYERS

COMPANY	PRIMARY PRODUCT(S) / INDUSTRY	EMPLOYEE RANGE
Anderson County Public Schools	Public education (K-12)	2,501 to 5,000
AnMed Health Medical Center	Healthcare	2,501 to 5,000
Robert Bosch	Automotive components	1,001 to 2,500
Electrolux	Home appliances	1,001 to 2,500
Michelin North America	Rubber tires	1,001 to 2,500
State of SC	State government	1,001 to 2,500
Techtronic Industries (TTI)	Power equipment and tools	1,001 to 2,500
Anderson County	County government	1,001 to 2,500
US Government	Federal government	1,001 to 2,500
Milliken & Co.	Broadwoven fabric mill, textile finishing	1,001 to 2,500

Source: Upstate Alliance – Fact Sheet for Anderson County-2023, Inflow and Outflow of Workers (Workforce Growth) by Occupation, 2023, <https://www.upstatescalliance.com/wp-content/uploads/Fact-Sheet-Anderson-County.pdf>

Industrial Base

It is the industrial base that stabilized Anderson County’s economy when textiles began to go overseas. These replacement industries are investments in the County. Between the years of 2016 and 2020, there was record industrial investment with both new industries and the expansion of existing industries. Expansions accounted for \$587.6 million of the investment and \$204.9 million was invested in new industries.

Anderson County currently has over 50 international companies from 20 different countries. Eight of those major industries have headquarters in the County. Most of these companies fall into the “manufacturing–durable goods” category, generally the County’s third highest employment sector. Germany has the strongest presence with nine companies, followed by the United Kingdom and France. Other countries represented with two or more companies include China, Ireland, Italy, Japan, the Netherlands, Sweden, and Switzerland. Canada, France,

Belgium, and Finland also have a presence. From deeply established global manufacturers like Bosch, Michelin, Electrolux, and Arthrex to tech start-ups like Chartspan, Techtronic Industries, and RunVirt, the County is attractive to major domestic and international companies looking for a place to land.

Agribusiness

Agriculture is big business in Anderson County. For much of its history, agriculture has been the mainstay of the local economy. It played an important role in sustaining its population through hard economic times. While population growth has brought increased economic opportunities, the prominence of family farming is in decline. However, agribusiness remains one of the major sectors of the local economy.

Rep. Blake Sanders, in his October 22, 2025 piece in the Anderson Observer entitled *County Can Grow and Preserve Community Character*, stated “the story of Anderson isn’t just about rooftops, roads, and industry. Agriculture has always been the backbone of this county and it still is. The market value of agricultural products has risen 12 percent since 2017, reaching \$84.3 million, and we hold the largest cattle inventory in South Carolina at 32,033 head. Our farms feed families, support local businesses, and define the rural landscape that gives Anderson its identity.”

The County Planning staff attended various community meetings throughout the Comprehensive Plan process to garner public input, and the planning consultants (CodeWright Planners) conducted a community survey, both of which revealed a strong desire among County citizens to protect agricultural and rural lands. Preserving and enhancing agriculture as a way of life in Anderson County is necessary for maintaining the County’s economic and demographic diversity, providing economic opportunities to residents and landowners, reducing the pressures of sprawl, providing a source of fresh local produce, and retaining the traditions and characteristics that make the region unique.

Anderson County contained approximately 174,494 acres in land designated farmland in 2022 Census of Agriculture (USDA). There were 1,552 farms in production, as of 2022, versus 1,742 in 2017. The average farm size in 2017 was 112

acres, up 7% from 2017. It is imperative that action is taken now to ensure the continued existence of agriculture in Anderson County. According to the 2022 USDA Census of Agriculture, Anderson County ranks number one in the State for inventory of cattle and calves and number two in the state for sheep, goats, wool, mohair and milk. The 2022 Census of Agriculture County Profile data sheet can be found in Appendix E at the end of this Element.

Anderson County maintains one farmer's market and pavilion in the downtown Anderson area that draws people into town. There are also other markets operating through some of the municipalities including Belton and Pendleton. In addition to these county and town operated markets, nine roadside stands certified by the SC Department of Agriculture, and various family farms are open to the public.

Tourism

Tourism is a key revenue source across the State of South Carolina. Even though it is more prevalent along the coast, Anderson County has grown its tourism sector and takes advantage of tourist dollars. The County is cashing in on this sector by recognizing and utilizing their unique and highly marketable assets. It owns and operates the Anderson County Civic Center, the Anderson Sports Center/ASEC grounds, the Anderson County Farmers Market, the Gracie Floyd Event Center at McFalls Landing, and the Green Pond Landing & Event Center. These venues host major concerts and sporting events that draw people from inside, as well as outside the County. They draw visitors who spend money at local businesses, restaurants, and overnight accommodations resulting in Accommodations Tax and Hospitality Tax used for infrastructure improvements and other local needs. The positive economic impact is shared by local businesses.

The County is teeming with opportunities to further tap into economic development through outdoor recreation and ecotourism. Natural resources drive the States economy – a Clemson University study concluded that natural resource-based sectors contribute \$33.4 billion in economic activity and support 218,719 jobs. Tourists drop in, spend money, and leave. They add millions of dollars to our economy and do not strain local services and resources for the most part.

Anderson County can anticipate the growth of natural resource tourism and plan

accordingly. The ecotourism market in the Nation has a projected growth rate of 14.8% by 2030. More than a third of the adult U.S population are birders creating \$279 billion in economic output generated by birder expenditures—\$7 billion of that is national county tax revenue generated by birding activity (State of the Birds). In 2023, new data was released by the U.S Department of Commerce’s Bureau of Economic Analysis showing that outdoor recreation continues to be a major driver of the United States economy generating \$1.2 trillion in economic output. The outdoor recreation economy has grown 36% in real terms since 2012.

Small Businesses

Small businesses have a major impact on South Carolina’s and Anderson County’s economy, employing thousands of people and providing consumers with a range of goods and services. The growth of establishments, both small and large, reflects the commitment to creating an environment which allows businesses to flourish, no matter what their size. A distinct advantage of smaller businesses is that they are locally owned and typically employ residents within the local community, do business with other community-based businesses, and reinvest profits within the community. They also tend to locate in existing facilities and utilize existing infrastructure, resulting in less capital investment on behalf of the local government to accommodate them.

Small businesses include small professional services, independent commercial establishments, restaurants, and services such as electrical, plumbing, and HVAC contractors and the like. They employ a large percentage of the County’s labor force. The 2025 Small Business Profile for South Carolina (U. S. Small Business Administration) showed that 42.9 percent of all South Carolina employees worked for small businesses. The number for Anderson County could not be located, but one would expect a number similar to the State. While the County’s economic development efforts are focused on large business growth and investment in the County, the Anderson Area Chamber of Commerce, the U.S. Small Business Administration (SBA), and the Appalachian Development Corporation focus on cultivating small businesses through advocacy, networking, loans, and other resources. In addition, the SBA offers training, government contract assistance, and counseling. Even though they focus on larger industries, the Economic Development staff does lend support to other sectors of the local economy.

Employment by Sector

The following data shows the share of employment by industry. The breakdown of categories varies, and leaders may change from year to year. Manufacturing has remained the top employer each year with Government, Education and Health Services, and Professional and Business Services generally rounding out the top four employers on a regular basis.

BUSINESS & INDUSTRY

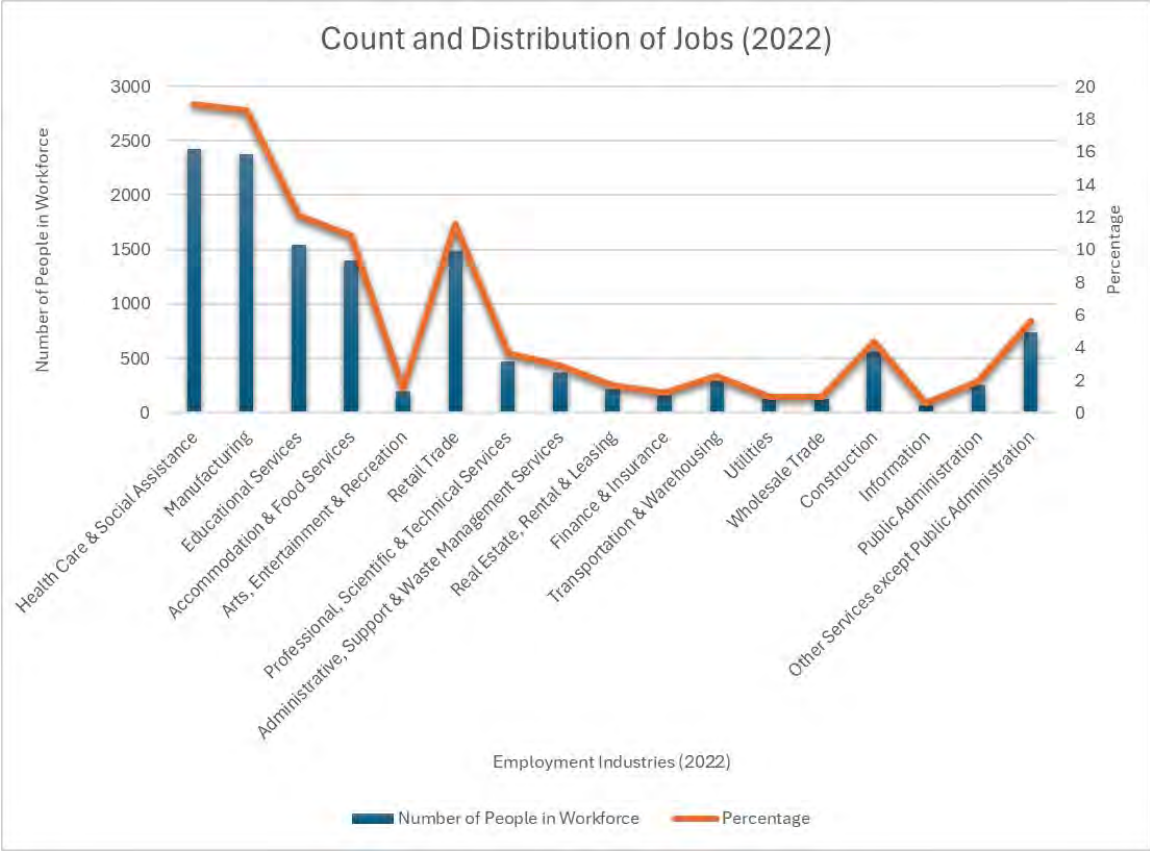
2023 EMPLOYMENT by Industry

Manufacturing	23.2%	16,381
Trade, Transportation, & Utilities	20.5%	14,495
Government	17.4%	12,288
Leisure & Hospitality	11.9%	8,405
Education & Health Services	11.1%	7,841
Professional & Business Services	6.5%	4,560
Construction	4.3%	3,030
Financial Activities	2.1%	1,506
Other Services (except Government)	2.0%	1,379
Information	0.6%	395
Natural Resources & Mining	0.4%	263
TOTAL EMPLOYMENT		70,547

2023 BUSINESS ESTABLISHMENTS by Industry

989 Trade, Transportation and Utilities	678 Professional and Business Services	511 Education and Health Services
474 Leisure and Hospitality	415 Construction	388 Financial Activities
301 Other Services (except Government)	246 Manufacturing	67 Information

Source: Upstate Alliance – Fact Sheet for Anderson County-2023, Inflow and Outflow of Workers (Workforce Growth) by Occupation, 2023, <https://www.upstatescalliance.com/wp-content/uploads/Fact-Sheet-Anderson-County.pdf>



Weekly Wage by Sector

Anderson County works diligently to attract excellent quality companies that offer a competitive wage. Anderson County had a lower weekly wage, with all industries considered, than that of the Upstate, the State, or the Nation. The County’s income, according to other income statistics, is growing but still lagging behind the State, the Nation, and some Upstate Counties. There is a major focus on attracting industries that have a higher pay scale than existing businesses. A bar chart below shows Anderson County’s weekly wage as compared to the Upstate, South Carolina, and the Nation. As a part of their analysis, many industries consider the cost of employees in decisions to locate in any given area.

Average Weekly Wage | By Industry & Year

Average Weekly Wage Total, All Industries, 2023



Gross Domestic Product

Anderson County's Gross Domestic Product (GDP) is growing along with its population and general economy. The County ranked 7th in the state for Gross Domestic Product from private goods-producing industries, totaling \$2.7 billion in 2023. GDP, in simple terms, is an economic indicator that measures the total market value of final goods and services produced in the County.

Anderson County's GDP showed growth, with total GDP around \$9.94 billion in 2023, driven partly by its strong private sector, including manufacturing, contributing significantly to the regional Upstate economy, with detailed data available from the Federal Reserve Bank of St. Louis (FRED), indicating a healthy economic base with manufacturing and service industries. FRED said the following about Anderson County.

Key Figures and Trends (Federal Reserve Bank of St. Louis Data)

- Total GDP (2024): Approximately \$10.56 billion.

- Private Services-Providing (2024): Around \$6.37 billion.
- Private Services-Producing (2024): Around \$2.83 billion.
- Government (2024): About \$1.37 billion.
- Growth: Shows consistent increases from previous years, reflecting economic expansion.

Economic Highlights

- Manufacturing Strength: The county ranks high in the state for private goods-producing industries, a key part of its economic foundation.
- Strategic Location: Part of the Greenville-Anderson-Mauldin MSA, benefiting from regional economic ties and attracting major manufacturers.
- Diversified Growth: Activities in tourism (e.g., Green Pond Landing events) and agriculture also contribute to local economic output.

For detailed, historical data and breakdowns by sector, the Federal Reserve Bank of St. Louis (FRED) is a primary source. The below graphic shows how the different sectors contribute to the GDP.



Anderson County's Business Climate

The third part of the local economic equation is the local business climate, the environment in which businesses are welcomed, establish themselves, and open operations. This can be any size business, but economic development is generally thought of as significant capital investment by businesses delivering quality jobs that pay at or above the state average wage. Anderson County makes the landing for large economic powerhouses as gentle as possible. Some factors that affect the business environment are the manner in which businesses are attracted to locate here; various incentives; the availability of adequate water, sewer and road infrastructure; land use regulations that are not onerous; ample road, rail, and air access; and training and support available from the technical education partners.

It is important to diversify the types of business development in order to sustain the overall local economy. When prospective businesses visit, they are interested in what sets the area apart from the rest of the country – the “can-do” attitude of the Economic Development professionals, forward-thinking leadership, product depth and variety, the quality of life, available labor force, business incentives, etc. In essence, Anderson County acts as a proactive facilitator of these items, creating an attractive environment for businesses through strategic partnerships, targeted support, and a long-term development vision. County leaders understand that those businesses choosing to invest here need to have predictability in local land use regulations, as well.

The Economic Development Department was established in 1964 as the Melton Hill Regional Industrial Development Association which later changed its name and broadened its focus. The business model successfully deployed in the County includes leveraging the County's strategic location in Upstate SC between Charlotte and Atlanta with good rail and arterial access, a County airport, proximity of the GSP International Airport and, later, the South Carolina Inland Port.

Anderson County's business model has been refined over the years and now centers on aggressively attracting advanced manufacturing and logistics, offering strong incentives, developing a skilled workforce via partnerships with universities, and focusing on high-growth sectors like energy (solar, nuclear

components), biosciences, and sustainable agriculture, all guided by a comprehensive development plan to diversify its economy and attract global investment.

Key Components of the Current Model

The current economic development model according to the Anderson County Economic Development Department website:

Strategic Location: Positioning within the I-85 corridor provides access to major markets, ports, and airports, attracting international firms.

Targeted Industry Focus: Emphasizes advanced manufacturing (automotive, aerospace), energy, biosciences, and logistics, building on a strong base of existing international companies.

Aggressive Incentives: Offers tailored incentive packages (tax breaks, job creation credits) for new and expanding businesses based on investment and job creation.

Workforce Development: Collaborates with Anderson University and the S.C. Technical College System (readySC) to train a local talent pool, particularly in manufacturing skills, via internships and specialized programs.

Infrastructure & Site Readiness: Develops industrial parks (like Anderson Gateway) with modern facilities to meet the demand for high-quality industrial space.

"Global Approach" Branding: Markets itself internationally with slogans like "#WhereTheWorldComesToWork" to attract foreign direct investment.

The Development Corporation of Anderson County (DCAC)

The Development Corporation of Anderson County (DCAC) is a public/private 501(c)6 non-profit economic development organization under the Economic Development Department. The DCAC was organized to engage in community activities that promote and support economic development activities in Anderson County. Its mission is "to encourage and enhance an environment and unified voice that promotes job creation, economic development, enhanced quality of life, education, and workforce development across Anderson County." Their current goals are:

1. Develop a robust, diversified, and sustainable economy
2. Attract high-quality, primary Tier 1 and 2 industries
3. Diversify the County's employment and tax base
4. Provide training for all sectors of our labor force
5. Enhance training that meets the needs of all job creators
6. Preserve/enhance lifestyle amenities, parks, and sports venues

Targeting Best-Fit Industries

According to the staff at the Anderson County Economic Development Department, the County intends to follow the lead of the SC Economic Development Board. Pursuing high technology and advanced material and manufacturing industries is their main focus. County Council distributes the best incentives to companies whose salary ranges exceed the current Anderson County salary ranges. These are the key Industries driving the current growth:

- Automotive: A major hub for suppliers to companies like BMW.
- Aerospace: Home to leaders in composite materials.
- Advanced Manufacturing: Metal fabrication, packaging, electronics (Techtronic Industries), and appliances (Electrolux).
- Energy: Growing focus on solar, wind, and grid components.

Manufacturing, Distribution & Logistics: Anderson County capitalizes on durable goods manufacturing, in particular advanced materials and automotive. Recruiting efforts are concentrated in advanced manufacturing, technology, and specialized engineering, often supported by research partnerships. The County is emerging as an incubator for science and tech-based businesses, focusing on highly skilled roles that require expertise in mechatronics, coding, and design. These technology industries create products dependent on the professional and intellectual expertise of their workforce. They are environmentally friendly, attract high-wage jobs, and can locate almost anywhere provided the necessary infrastructure is in place. The required workforce tends to primarily be comprised of the younger population (25 – 34

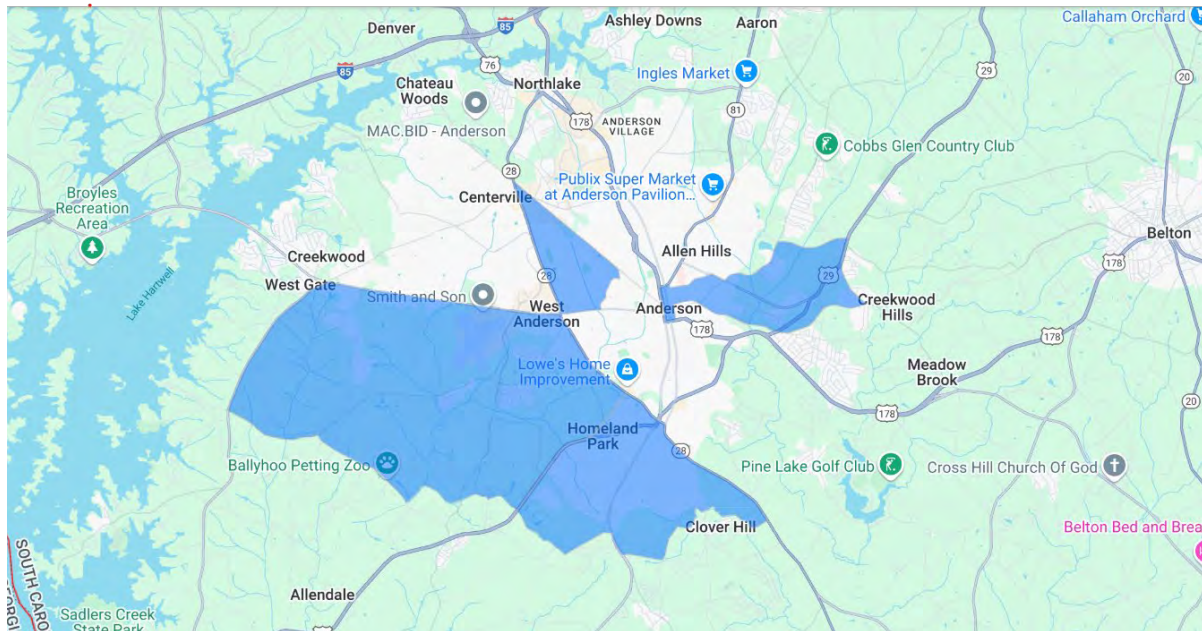
years of age). This key demographic tends to be environmentally conscious and attracted to an area that offers 'quality of place'. They will likely select the location first, then the job. This requires that the right mix of housing choices, cultural and recreational activities, and transportation alternatives are available.

Incentives

Under South Carolina State law, counties are vested with the authority to grant incentives to reduce the property tax liability of a potential investor, and/or offset the infrastructure related expenditures of that potential investor.

The State of South Carolina offers various statutory and discretionary incentives to companies looking to locate or expand in any county in the State. Qualifying criteria is based on the per capita income of the proposed destination county. Some of the most utilized incentives by Anderson County are the Job Tax Credit (JTC), Fee-in-Lieu of Tax (FILOT), Special Source Revenue Credit (SSRC) or Infrastructure Credits. It should be noted that the FILOT is often applied in South Carolina to make the State competitive with our neighboring states which have lower industrial tax rates than South Carolina. These incentives and others are described in Appendix E.

Opportunity Zones



The Opportunity Zone program offers tax benefits to investors making qualified investment in areas that have been designated as Opportunity Zones. The

investment, made through Opportunity Funds, is eligible for deferred and eliminated capital gains tax. A taxpayer with realized capital gains must invest those gains within 180 days into a Qualified Opportunity Fund (QOF). The QOF then must deploy 90% of the funds into a qualified opportunity zone property or businesses within six months. The One Big Beautiful Bill has made the program, set to expire at the end of 2026, permanent. Anderson County's Opportunity Zones are depicted on the map above.

Transportation and Access

The I-85 corridor continues to be the artery that feeds economic activity in this region; it also serves as the major component of an intermodal system with rail and highway infrastructure access. Additionally, the SC Inland Port in Greer connects to the Port of Charleston by Norfolk Southern. Anderson also has good access to I-26, I-95, I-20 and I-77. Anderson County houses two Class 1 railroads, Norfolk Southern and CSX Transportation, and two short lines, Pickens Railway and the Greenville & Western Railroad Company, and Anderson County Regional Airport with a 6,000-foot runway. Greenville Spartanburg International Airport is in close proximity.



Source: <https://www.upstatescalliance.cocountyontent/uploads/Fact-Sheet-Anderson-County.pdf>

Local Zoning and Land Development Regulations

Location matters. There are several issues at play when the location of land uses is considered. Anderson County has zoning and land development regulations that are favorable to businesses wishing to invest in the County. Specifically, Zoning (County Code, Chapter 48) and Land Development Regulations (County Code, Chapter 48) allow for businesses of any size to locate in the County without onerous regulations. The Zoning Districts that allow businesses are Office, Planned Office, Commercial, Planned Commercial, Services, Industrial, Industrial Park, Planned Development, Airport Protective areas, Innovative Zoning, and Forest Agriculture. The Land Development Regulations also address some business-associated requirements, but both ordinances need to be updated.

As the County plans for how it will handle growth, it must consider developing land closer to existing urban development, providing incentives for infill, redeveloping previously developed areas, and avoiding encroachment of new development into areas that lack the necessary public facilities, services, and infrastructure. Significant vacant structures can range from former shopping malls and strip commercial centers to big box retail, abandoned mills, multi-family housing, government buildings, and old schools. Often referred to as gray fields, these properties generally consist of a large structure with significant land area. These sites represent infill opportunities that do not require the expansion of new infrastructure and are convenient to existing transportation networks and housing markets. The revitalization of existing built properties and the infill of new development on vacant lands within developed areas can produce significant economic benefits and maximize existing infrastructure investments.

Education Partners

Anderson County utilizes its education partners to help land important new businesses and expansions. Anderson University, Anderson Career and Technology Center, and Tri-County Technical College are growing rapidly and expanding their facilities and curricula, offering affordable academic and technical programs leading to four-year and associate degrees, diplomas, and certificates. Anderson County's continued relationships with these colleges highlight the emphasis the County is placing on high technology industries, specifically at areas such as the Advanced Materials Research Center/Clemson University Innovation Campus and Technology Park (CUICAT), located in

northwest Anderson County. CUICAT is dedicated to teaching and research of manufacturing opportunities and partnerships. It is home to Clemson's Advanced Materials Research Laboratory which houses work in optoelectronics, chemistry, and materials science.

SC Works, located in the County's 1428 Pearman Dairy Road building along with the Economic Development Department, links potential employees with jobs. Worklink offers skills assessment and training customized for employers. Incumbent Worker Training (IWT) provides resources for businesses to train currently employed workers to keep businesses and workers competitive. IWT funds the training needed in current businesses due to expansion, new technology, retooling, new services/product lines and new organizational structuring or as part of a layoff aversion strategy. SC Works offers a myriad of services to employers and those looking to find work.

The Economic Development Department partners with all the above institutions to attract businesses. While buildings are going up, space can be arranged for businesses to set up offices for hiring and getting the business off the ground locally. These partners can bring in the equipment for any given company and train their employees. It reduces the go-live time and expenses for the companies.

Workforce Housing

As the cost of living and the cost of housing continue to escalate faster than per capita income, many County residents and incoming workforce find it increasingly difficult to find a home in which they can afford to live. Such an environment is not conducive to attracting new businesses or the young professional community. It is important to recognize that without affordable housing, our workforce will look for job opportunities outside the area where they can afford to live. Workforce housing needs are analyzed further in the Housing Element of this Comprehensive Plan. The Housing Element, 2026 Anderson County Comprehensive Plan, Part I recommends a Housing Study and Plan to help the County stay out in front of this issue.

The Importance of GIS

The Planning Division needs the GIS capacity to track projects and make land data available to aid in economic development location decisions. Limitations to development such as flood plains, wetlands, steep slopes, protected land, zoning classifications would be a part of an Anderson County online dashboard which would also include approved development projects. Layers that would aid industrial location would be parcels available for development, large parcels in areas where industry would be allowed, and availability of road, water, and sewer access. It would be simple to overlay zoning districts with business potential variables to identify the best locations for industrial uses if the County had the appropriate data all in one place with a staff who could map and analyze it. It would be especially helpful in identifying the areas that are prime for preservation, areas that have limited infrastructure, and urban area parcels that could be infilled.

RECOMMENDATIONS

The Comprehensive Plan sets a long-term direction for the County in terms of the elements addressed herein. Recommendations for implementation are laid out in this format. Strategies are the high-level, long-term plan defining what to do and why. The identified actions are the immediate, specific, short-term implementation steps—the how, who, and when. Strategy provides direction; action delivers results. Without strategy, action is aimless; without action, strategy is just ideas. The County will identify further strategies and actions as it deems necessary.

Guiding Policy

Anderson County seeks to grow its economy in a manner that balances providing the best-paying jobs for its residents and their desire to preserve the rural/agricultural nature of the area. The economy will be diversified and resilient while the lands beyond the urban area will be preserved inasmuch as possible through land use regulations and other tools at the disposal of the County. Further, Policy Champions and funding will be explored to assist in permanently conserving key properties. The County will raise the bar for those locating and building here because growth is inevitable and must be better planned.

Recommended Policy Champions

Anderson County Administrator
Anderson County Council
Anderson County Deputy Administrator
Anderson County Government Affairs
Anderson County Office of Economic Development
Anderson County Planning and Community Development Department
Anderson County Facilities Department
Anderson County Parks & Recreation Department
Anderson County Planning Commission
Clemson University Agricultural Extension – Anderson, SC
The Development Corporation of Anderson County (DCAC)
Appalachian Council of Governments
SC Works Anderson
South Carolina Department of Commerce
South Carolina Department of Employment & Workforce Development
Upstate SC Alliance

Economic Development Strategies

Continue to be a leader in job recruitment by regularly refining the business and industry recruitment model. Diversify the local economy to make it more resilient to downturns. Recognize that access to rail, air, and uncongested major roads, gives businesses the needed quick access to their markets. Attract residents who leave the County to come back to jobs here. Acknowledge the relationship between economic development, land use, and infrastructure. Identify best locations for industries versus lands that need to be preserved, since the character and quality of life of the area is a non-negotiable for residents. Work with partners to develop and support cultural amenities and an excellent education system since they attract businesses. Develop the tourism sector and obtain additional dollars from visitors by conducting a tourism action plan. Following are some specific actions recommended to enhance what is already happening in Anderson County.

Economic Development Actions

- Energy has become one of the sought after investments for Anderson County and the State. The Office of Economic Development will stay informed regarding the effects of these uses on the County, the power grid, etc. in order to make sound decisions.
- The Office of Economic Development and its partnerships with educational institutions, the State Development Board, and other Policy Champions will continue to work to provide specific training for those companies coming into the County.
- The Office of Economic Development and County Council will continue to use the Fee in Lieu of Taxes incentive to lure prime economic development projects.

Zoning and Land Development Regulations

- The Planning and Land Development Divisions will work with the consultant to balance land use regulations with economic development efforts by refining land development regulations in unzoned areas to add a degree of predictability for those businesses interested in locating here.

- The Planning and Land Development Divisions will work with the consultant to redefine the zoning classification definitions and ensure zoning district locations are consistent with updated classifications.
- The Planning and Land Development Divisions will work with the consultant to better protect existing uses from incompatible land uses through buffers, spacing, screening, and other suitable methods. This is especially important between large industries and neighborhoods.
- The Planning and Land Development Divisions will work with the consultant to regulate the location of industry and homes in a manner that will facilitate preservation of agricultural and natural resources.
- See the 2026 Anderson County Comprehensive Plan, Part I, Land Use Element beginning on page 23, for more detailed recommendations regarding zoning and land development regulation updates.

GIS Data and Maps

- The Planning Division will use mapping and analysis tools to identify best locations for industries based on data they will gather and digitize into GIS and will provide decision makers access to accurate maps and data.
- The Planning Division, along with other County GIS users, will gather and analyze infrastructure data regarding the issues with sewer lines and distribution of power (DICES) identified by the Economic Development Department. Such mapped data will reveal infrastructure shortcomings for decisionmakers.
- The Planning Division and their GIS partners will bring data sets together and offer an online dashboard, a powerful planning and decision-making tool to be used by anyone who can go online. The status of development projects can be accessed by the applicant, the County Council, Planning Commission and others, saving staff time.

Opportunity Zones

- Anderson County Office of Economic Development will utilize its Opportunity Zones to attract businesses to these challenged areas.
- The Planning Division will use GIS to overlay Opportunity Zones and infrastructure to determine possible locations for businesses inside the Zones.

Tourism Actions

- County Council and Administration can cultivate the tourism sector by having appropriate departments to partner to conduct a tourism action plan.
- As a part of a tourism action plan, County Council and Administration will direct a study of the economic impact of tourism on Anderson County, the A-Tax and H-Tax collected year over year, the ripple effect of tourism on local businesses, the specific impact of Anderson County venues, and learning about how the County can develop other forms of tourism that would build on its recent success.
- The Development Standards Division and the LUDO consultant will write standards for way-finding signage that fits with local character to make the area increasingly navigable for visitors. These wayfinding signs should be considered for exemption from the sign regulations
- The Cultural Element covers additional actions that need to be considered here. (Page 24, Cultural Element, Part II of the 2026 Anderson County Comprehensive Plan)

Tracking Legislative Activity

- The County Governmental Affairs Division will track and report on bills in the State Legislature that affect local governments' authority over land use and other pertinent issues, such as the ability to use concurrency programs and the Transfer of Development Rights (TDR). Concurrency means new development would move forward when adequate infrastructure like roads, water, sewer, and schools is already in place or planned. Transfer of Development Rights (TDR) designates "sending areas" where landowners sell their development rights to developers who want to build more densely in "receiving areas." The result: preserved rural lands and natural resources.

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APPENDIX E

2025 Small Business Profile

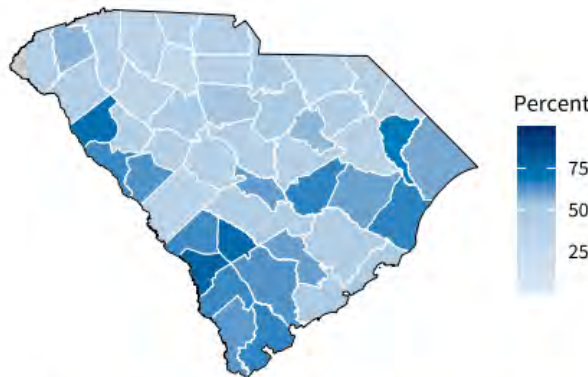
U.S. SMALL BUSINESS ADMINISTRATION
OFFICE OF ADVOCACY

REGULATION • RESEARCH • OUTREACH

South Carolina

530,402 small businesses
99.4 percent of South Carolina businesses

863,326 small business employees
42.9 percent of South Carolina employees



Share of employees working at small businesses by county

Sources of original data: [Nonemployer Statistics](#) (Census), [Statistics of U.S. Businesses](#) (Census)

TAX INCENTIVES AVAILABLE IN SOUTH CAROLINA DEFINED

Corporate Headquarters: At the end of the 2008 South Carolina legislative session, an economic development bill included an amendment to the existing law governing incentives for organizations wishing to locate a headquarters facility in the State. The new law now allows a Limited Liability Company (LLC) to be eligible for tax incentives that were previously only available to incorporated companies. One of the key criteria an incoming headquarters must meet in order to qualify for tax credits is the creation of a minimum of 40 new headquarter jobs which must earn twice the State per capita income.

Jobs Tax Credit: The Job Tax Credit (JTC) is a statutory incentive offered to

companies, both existing and new, that create new jobs in the State. The credit is available to companies that establish or expand corporate headquarters, manufacturing, distribution, processing, qualified service-related, or research and development facilities. This credit is extremely beneficial for companies because it is a credit against corporate income taxes, which can eliminate 50 percent of a company's liability.

Fee-in-Lieu of Tax: Expanding or relocating companies may also be able to negotiate a Fee-in-Lieu (FILOT) of property taxes, which can greatly reduce their property tax liability. It levels the playing field with neighboring states who have much lower property tax than SC on manufacturing. Although a State-level program, this property tax incentive is offered at the discretion of local governments. Companies investing as little as \$2.5 million dollars may negotiate this exemption with the County in which they locate. This 20-year incentive creates significant savings for companies by lowering the assessment ratio from 10.5 percent for manufacturers to as low as 6 percent. Furthermore, the millage may be held lower than if the property were not under a FILOT.

Special Source Revenue Credit (SSRC) or Infrastructure Credits: Infrastructure credits may be offered in tandem with a Fee-in-Lieu or as a standalone incentive. Credits, which are taken against an investor's property tax liability, may be utilized under State law to offset an investor's qualifying infrastructure-related expenditures including improvements to utilities serving a project site, real estate expenditures, and costs relating to improving real estate.

Multi-County Park Agreement (MCIP): In an effort to further attract businesses to the state, a county may establish a Multi-County Park Agreement. Under an MCIP agreement, two counties agree to partner and share property taxes with the partnering county. The agreement also raises the State's Job Tax Credit available to employers by up to \$1,000 per job, with no liability to the county.

Manufacturing Property Tax Abatement: Abatement of the County's portion of the total levy is a mandated incentive for manufacturing industries. SC Code provides a 5-year exemption from county property taxes (excluding school and municipal taxes) for all new manufacturing establishments and additions costing

\$50,000 or more to existing manufacturing facilities. This applies to land, buildings and additional machinery and/or equipment installed in the facility.

State Tax Incentives: The Job Development Credit (JDC) is available through state legislation for qualified projects creating jobs in South Carolina. As a result, eligible companies may retain a percentage of their employee's state withholding for up to ten years. State legislation offers several other incentives as an option for a new or expanding economic development project. This is a negotiation with the South Carolina Department of Commerce and the Coordinating Council for Economic Development (CCED).

Employee Training: South Carolina's ReadySC Training Program is one of the most comprehensive and successful programs in the US. Its structure and content serve as a model for other state programs throughout the state and the country. Candidates are taught the skills necessary to gain and retain employment in some of the world's leading industries.

Other Programs: Anderson County has several options for gaining and training additional individuals within the community. Those options are available through programs with the Anderson County Workforce Development, Tri-County Technical College, and SCWorks. Additionally, the Upstate also has programs available for workforce education and training.

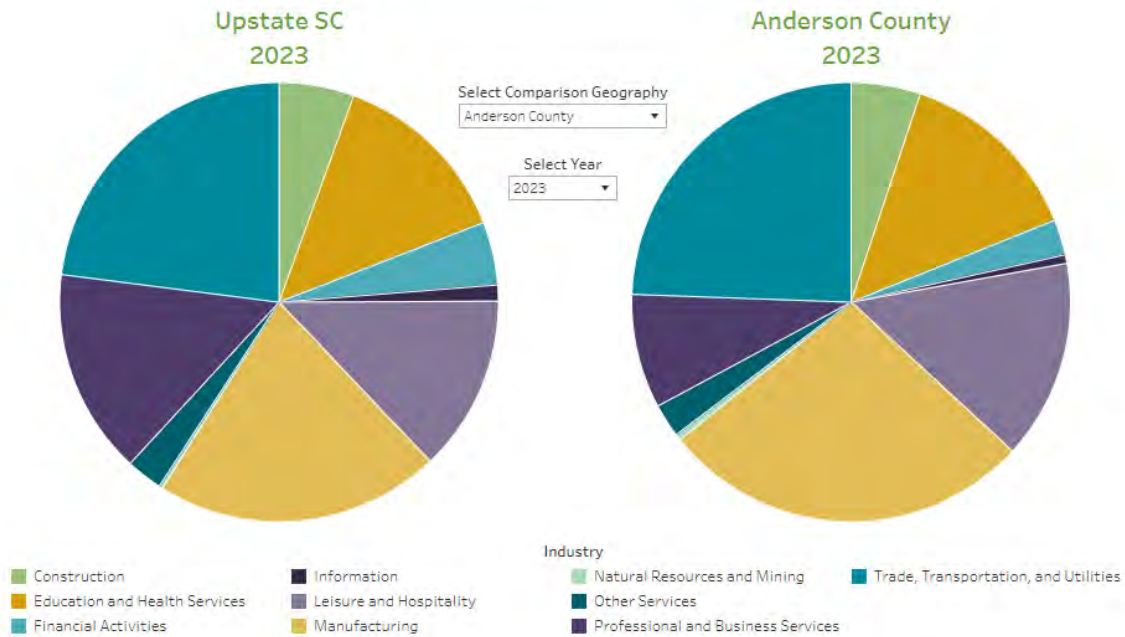
VARIOUS LABOR FORCE DATA

Historical Median Family Income for Anderson County 2005-2021 (Inflation Adjusted)			
Date	US	South Carolina	Anderson County
2021	\$85,806	\$73,901	\$67,002
2020	\$87,269	\$75,592	\$69,589
2019	\$85,780	\$74,752	\$69,909
2018	\$82,434	\$70,933	\$71,790
2017	\$81,669	\$69,004	\$67,901
2016	\$80,231	\$69,475	\$64,018
2015	\$78,061	\$67,794	\$65,928
2014	\$75,505	\$64,715	\$58,948
2013	\$74,593	\$63,707	\$58,271
2012	\$73,920	\$62,377	\$57,453
2011	\$74,192	\$63,067	\$62,945
2010	\$75,477	\$64,388	\$64,688
2009	\$77,322	\$66,339	\$66,440
2008	\$79,933	\$70,218	\$67,123
2007	\$80,131	\$69,312	\$65,387
2006	\$78,838	\$67,803	\$66,825
2005	\$77,647	\$66,894	\$62,939

The U.S. Bureau of the Census shows that there have been no recent updates regarding inflation adjusted median family income.

Employment by Industry | All Sectors

Upstate SC as Compared to Anderson County



Labor Force Overview | August 2025

Upstate SC as Compared to Anderson County

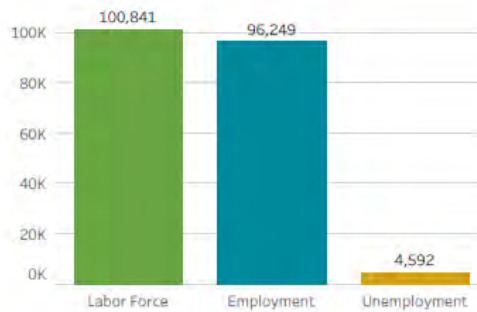
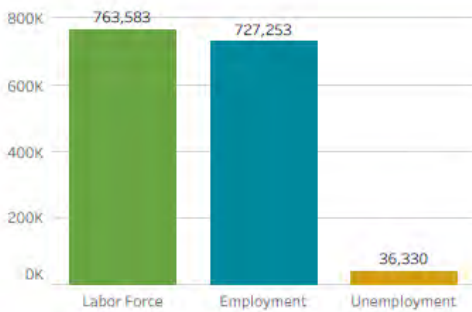
Select Year
2025

Select Month
August

Select Comparison Geography
Anderson County

Upstate SC	
Labor Force	763,583
Employment	727,253
Unemployment	36,330
Unemployment Rate	4.8%

Anderson County	
Labor Force	100,841
Employment	96,249
Unemployment	4,592
Unemployment Rate	4.6%



Source: US Bureau of Labor Statistics

All data are presented without guarantee on the part of the Upstate Alliance. The Upstate Alliance disclaims any liability in connection with the use of this information.

[Download Data](#)

CENSUS OF AGRICULTURE: 2022 COUNTY PROFILE



Anderson County South Carolina

Total and Per Farm Overview, 2022 and change since 2017

	2022	% change since 2017
Number of farms	1,552	-11
Land in farms (acres)	174,494	-5
Average size of farm (acres)	112	+7
Total	(\$)	
Market value of products sold	84,372,000	+12
Government payments	360,000	-81
Farm-related income	4,546,000	+7
Total farm production expenses	77,845,000	+12
Net cash farm income	11,434,000	-1
Per farm average	(\$)	
Market value of products sold	54,364	+26
Government payments *	6,794	-3
Farm-related income *	13,026	+6
Total farm production expenses	50,158	+25
Net cash farm income	7,367	+12

2 Percent of state agriculture sales

Share of Sales by Type (%)

Crops	20
Livestock, poultry, and products	80

Land in Farms by Use (acres)

Cropland	56,252
Pastureland	62,333
Woodland	45,822
Other	10,087

Acres irrigated: 3,212

2% of land in farms

Land Use Practices (% of farms)

No till	7
Reduced till	4
Intensive till	9
Cover crop	7

Farms by Value of Sales

	Number	Percent of Total ^a
Less than \$2,500	701	45
\$2,500 to \$4,999	207	13
\$5,000 to \$9,999	208	13
\$10,000 to \$24,999	200	13
\$25,000 to \$49,999	113	7
\$50,000 to \$99,999	40	3
\$100,000 or more	83	5

Farms by Size

	Number	Percent of Total ^b
1 to 9 acres	130	8
10 to 49 acres	702	45
50 to 179 acres	489	32
180 to 499 acres	153	10
500 to 999 acres	51	3
1,000+ acres	27	2



United States Department of Agriculture
National Agricultural Statistics Service

www.nass.usda.gov/AgCensus



Natural Resources





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INTRODUCTION

Anderson County's natural resource endowment is made up of expansive landscapes—forests of live oaks and towering pines, pastures, and prime farmlands, forested wetlands, as well as over 300 miles of shoreline. When discussing natural resources, it is important to note that the resources are all interconnected and there is a finite number of them. Ecology, or the interrelationships between living organisms with their environment and each other, is part of what is discussed in this section. Some of the most pressing issues—expanding population, degradation of the environment, species decline and extinction, food security, and pollution—are all considered ecological. As Anderson County experiences rapid growth and development, our cherished natural assets are at risk. If not planned and executed properly, the County's rapid growth could lead to unforeseen consequences for air and water quality, agricultural communities, wetlands, biodiversity, and soil stability. The value of natural resources and the ecological systems they support are often hard to quantify, resulting in overlooking the value when making land use decisions. Natural resources are the basis of the State economy—a Clemson University study concluded that natural resource-based sectors contribute \$33.4 billion in economic activity annually and are responsible for 218,719 jobs (Willis and Straka). In Anderson County alone, "the market value of agricultural products has risen 12% since 2017, reaching \$84.3 million, and we hold the largest cattle inventory in South Carolina at 32,033 head. Our farms feed families, support local businesses, and define the rural landscape that gives Anderson its identity" (S.C. Rep. Blake Sanders, Dist. 9). Economic growth and a healthy, thriving environment can and must coexist as Anderson County residents depend on both to maintain or improve their quality of life. In summary, we mustn't lose our collective ecological awareness. Strategies to safeguard the county's natural resources can be found in the recommendations section of this element.

PLANNING PRINCIPLES

- A Sense of Place
- Building Community
- Community Health
- Knowledge-Sharing
- Healthy & Accessible Waterways
- Robust, Equitable-Distributed Urban Tree Canopy
- Data Driven & Ecologically Minded Approach

A sense of place is created by memories, time spent there, connection to the land or others who live there. Rapid change or destruction to the natural environment strains the sense of place and permanently alters its fabric. community building and placemaking emphasizes the importance of the County's natural resources. The more informed a community is, the more engaged and active they are civically—knowledge-sharing benefits communities. Conserving and preserving natural resources can improve community health through access to natural spaces. Studies show that spending time in nature boosts the immune system, improves cognitive function, heart health, sleep, and even reduces stress and inflammation. It is essential for communities to access healthy and accessible waterways such as the Saluda River. Trees are beneficial—creating a more robust and equitably distributed urban tree canopy expands those benefits community wide. According to the U.S. Department of Agriculture, one acre of forest absorbs six tons of carbon dioxide and puts out four tons of oxygen. This is enough to meet the annual needs of 18 people (2025). Trees provide oxygen and significant economic benefits. This element was created through a data driven and ecologically minded approach.

Inventory of Existing Conditions

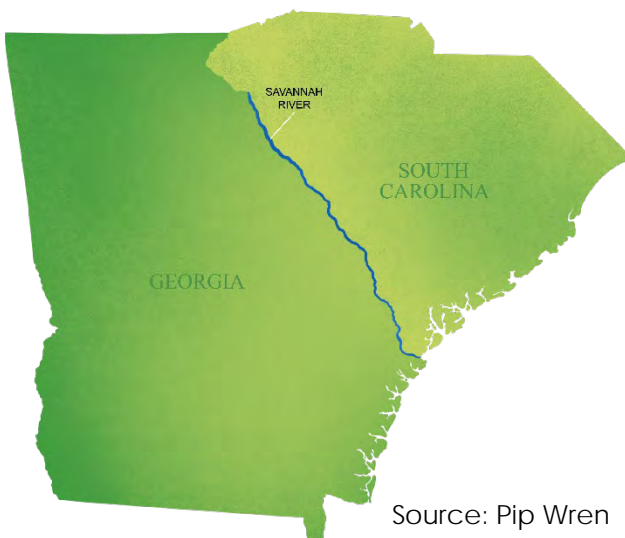
The Data

The data in this Element has been gathered from sources including South Carolina Department of Natural Resources and others. The full list of references is at the end of this element. Additionally, the collection of community feedback includes residents and stakeholders sharing a diverse range of experiences.

Water

Access to clean, reliable water is a fundamental right for county residents. Anderson County is home to creeks, tributaries, ponds, wetlands, the Savannah, Rocky, and Saluda rivers, Lake Hartwell, and others. Water quality issues receive more attention and have a larger impact on county residents. The recent Spring 2025 algae bloom on Lake Hartwell prevented residents from enjoying the water (“SCDES Issues Recreational Water Watch for Lake Hartwell in Anderson County | South Carolina Department of Environmental Services”). Every 8-digit subbasin classification (see page 7) within the county has impaired waters making it less than ideal for fishing or other water recreation activities. Water quality impacts the health and wellbeing of communities and the ecosystems they depend on.

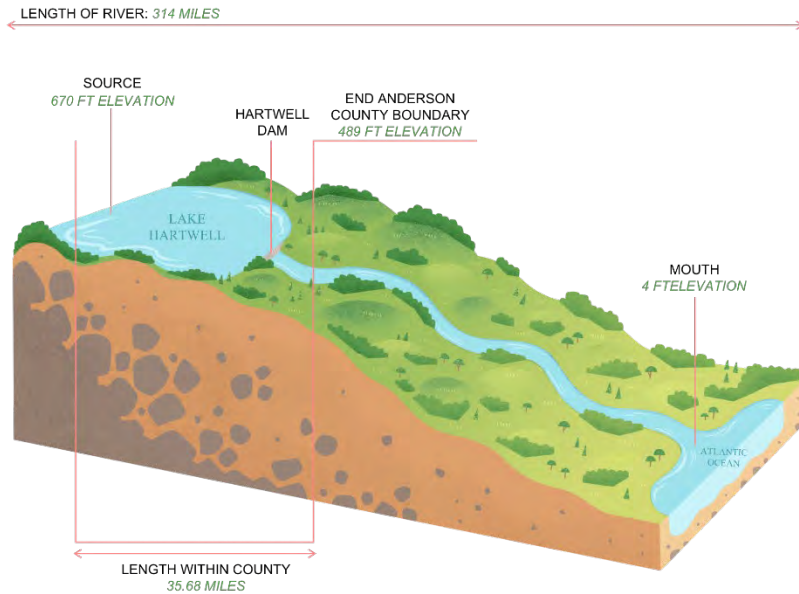
River Basins



Two river basins are within the county, the Upper Savannah River Basin which covers 82.7% of the county and the Saluda River Basin. The Savannah River is 314 miles long in its entirety with a little over 35 miles flowing along the county boundary. The source of the river is the confluence of the Tugaloo and Seneca Rivers with an elevation of 670 feet. At the mouth there is an elevation of 0-4 feet as it empties into the Atlantic Ocean.

There are three major dams along the river, one of them being Hartwell Dam within Anderson County. The Rocky River lies within the Upper Savannah River Basin and is 50.3 miles long with 23.84 of those miles flowing through the county. The source forms as the confluence of Beaverdam Creek and Little Beaverdam Creek and is at an elevation of 746 feet. The mouth is west of Calhoun Falls where it flows into the Savannah River at an elevation of 490 feet. “The Upper Basin is defined by its rich ecological diversity and significant economic and recreational value.

SAVANNAH RIVER



Source: Pip Wren

Its forests, wetlands, and waterways provide critical habitats for countless species of fish, wildlife, and plants, making it a cornerstone of the region's natural heritage" (Savannah Riverkeeper). At the same time, it serves as a primary source of drinking water, irrigation, and industrial use for surrounding communities. The Upper Savannah River basin is

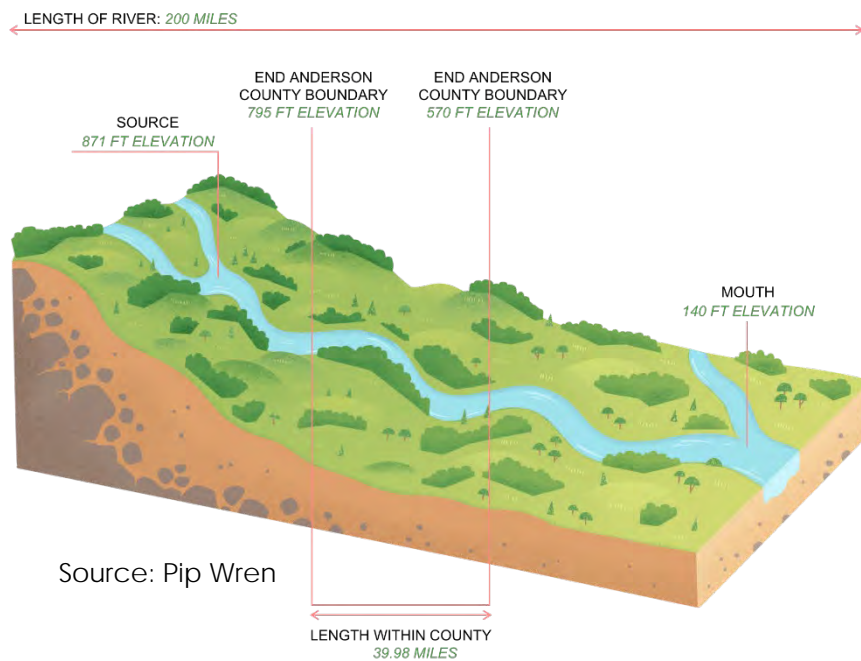
home to an exceptionally diverse array of plants and animals--The Savannah River Basin hosts over 75 species of rare plants and animals, including the striking swallow-tailed kite, the rocky shoal's spider lily, and the wild cocoa tree ("Native Species"). Across both the Upper and Lower Savannah River basins, there are 13 federally endangered and five federally threatened species. Fifty-five species in the combined basins are state-listed or of special concern (Georgia River Network 2018). The Upper and Lower Savannah basins are home to a total of 118 native fish species, which is more than the total richness of some states (Marcy et al. 2005). Many amphibians and reptiles also live within the Upper and Lower Savannah basins, including endangered salamanders and newts (*Upper Savannah River Basin Plan*). Despite its high diversity and importance for species conservation in the American southeast, the Savannah River is listed as one of the most polluted rivers in the United States, with more than 90 303(d) impaired sites listed within the upper portion of the South Carolina side of the basin alone (SCDHEC 2022b). Citizens can get involved in protecting the river through engaging with The Savannah Riverkeeper—a nonprofit organization working to safeguard water resources and repair degraded habitats throughout the basin in a citizen driven, bottom-up approach.

The Saluda River is 200 miles long—39.98 of those miles flow along the county boundary. 20% of the Saluda is within Anderson County. The source of the river is the confluence of the North and South forks of the Saluda with an elevation of 871 feet. The mouth of the Saluda River is at the confluence with the Broad River, forming the Congaree River at an elevation of 140 feet. The rivers and tributaries of the Saluda River Basin are the most ecologically diverse for fish in South Carolina, with 84 species of freshwater fish present (SCDNR 2023c). Seventy-one of these species are native to the area. The basin accounts for 60 percent of South Carolina’s native freshwater fish diversity in only 8 percent of the state’s area. Eighteen Regional Fish Species of Greatest



Source: Pip Wren

SALUDA RIVER

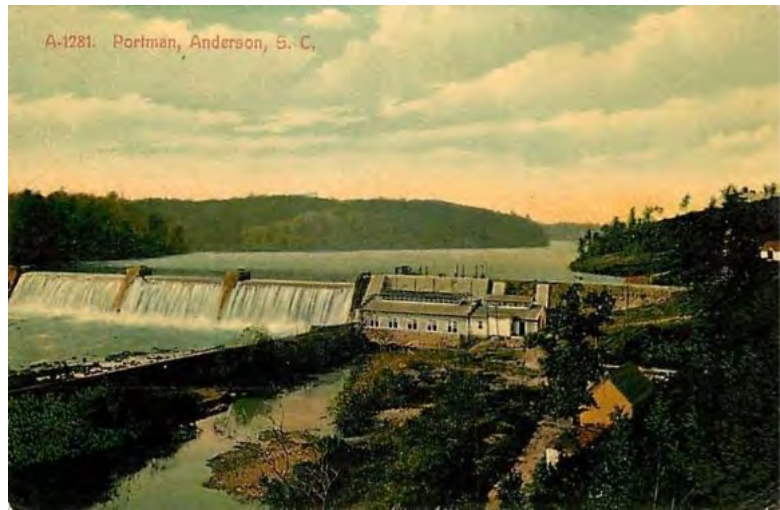


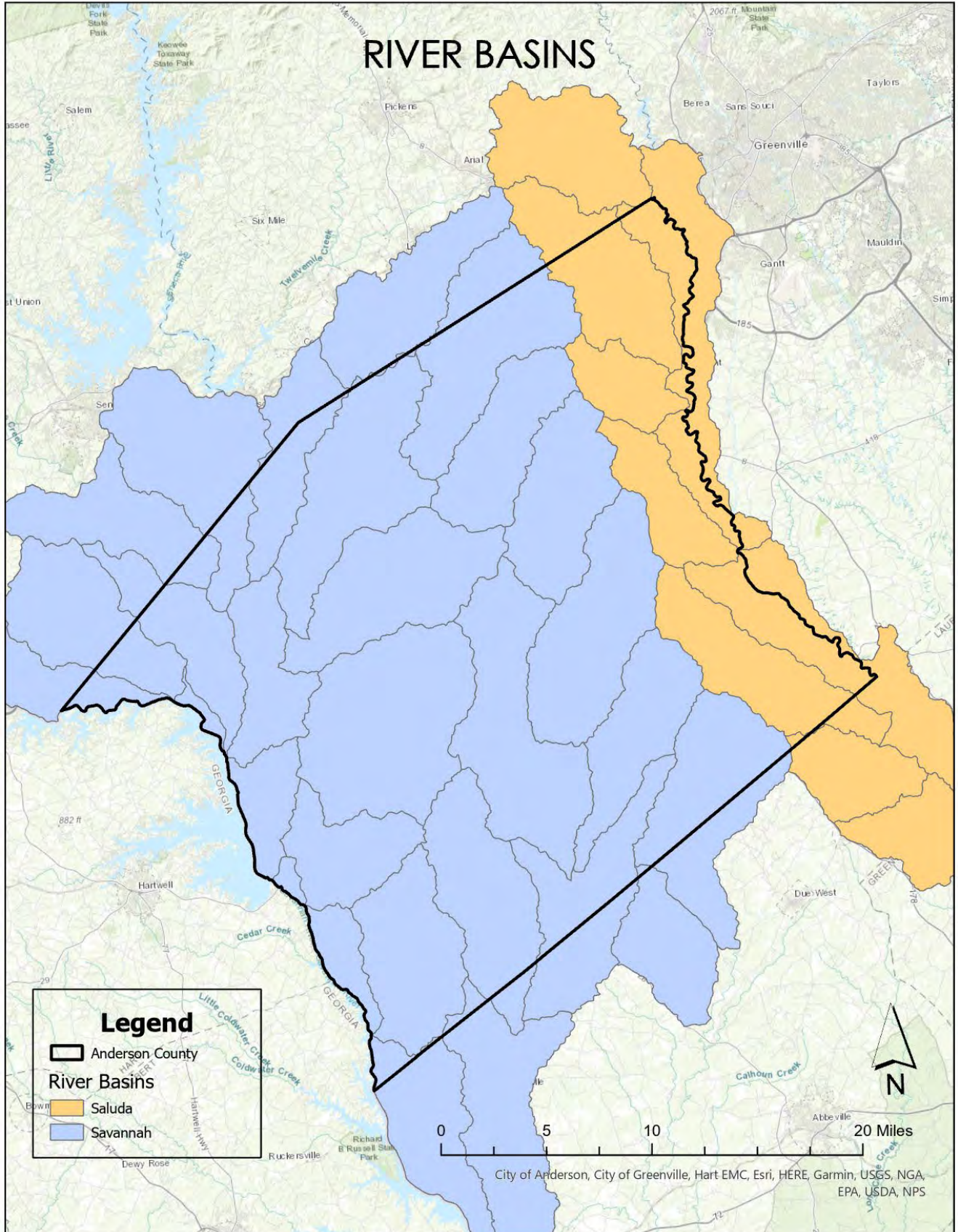
Source: Pip Wren

Conservation Need are present within basin waters, the most of any South Carolina basin ("SALUDA RIVER BASIN PLAN"). Citizens can get involved in protecting the river through engaging with Save Our Saluda—a nonprofit organization working to protect and restore the upper basin.

Anderson has long understood the power of water and in 1895, Anderson’s businesses and community leaders witnessed Anderson harness that power at McFall’s Mill at High Shoals on the Rocky River. The hydropower station, engineered by W.C. Whitner, generated and transmitted power over a six-mile distance, making it the first long-distance power transmission of electricity in the South. (Tabler)

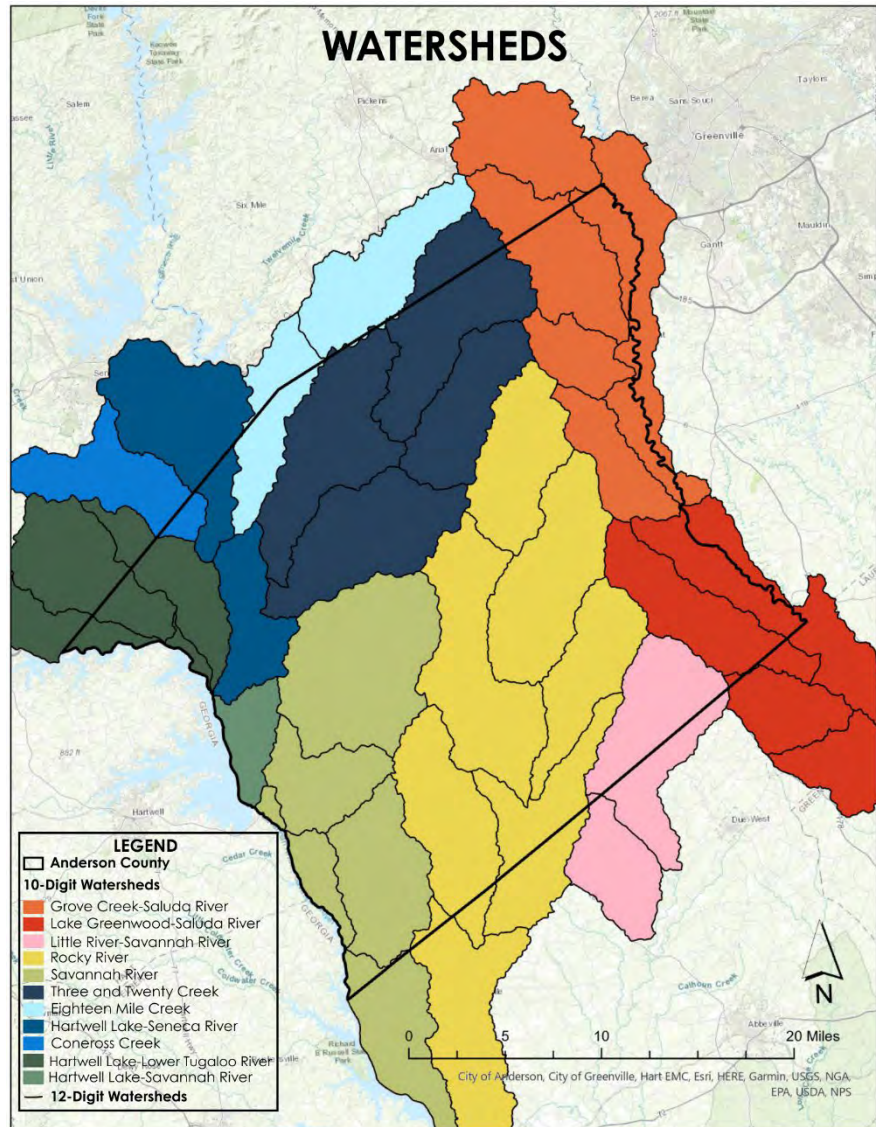
Following the success at High Shoals, a larger dam and power plant were constructed at Portman Shoals on the Seneca River. The Portman Shoals Power Plant was the first hydroelectric facility to generate high voltage power without step-up transformers in the Nation. This area is now under water after the construction of Lake Hartwell between 1955 and 1963. The Seneca River was “drowned” within the lake, altering the landscape forever. (Scott)





Watersheds

The river basins located within Anderson County are subdivided into regional watersheds based on geographic location. The 8-digit hydrologic unit codes (HUCs) are subbasins, the 10-digit HUCs are watersheds and the 12-digit HUCs are sub watersheds. The map to the right reflects the 10- and 12-digit watersheds. Watersheds are land areas that channel rainfall and snowmelt to creeks, streams, and rivers, and eventually to outflow points such as reservoirs, bays, and the ocean. Watersheds play a crucial role in the environment and human society, as they determine both the availability and quality of water. They supply drinking water, support agriculture,



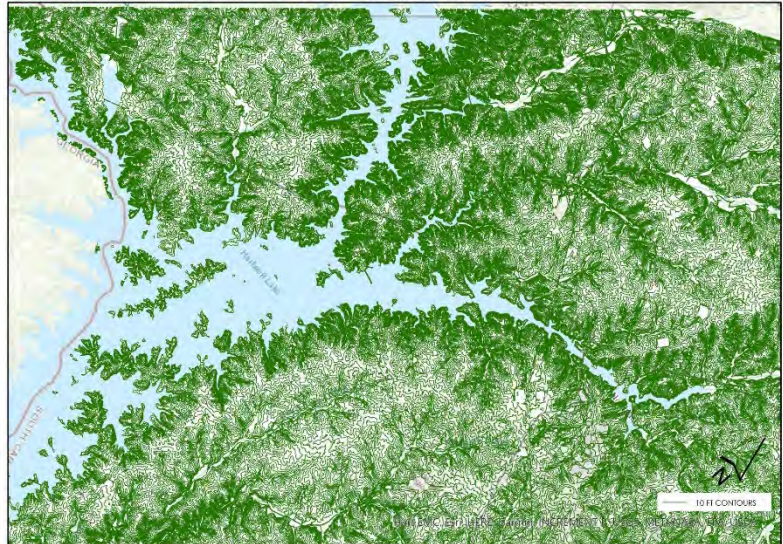
sustain ecosystems, and help manage stormwater. Healthy watersheds provide a natural filtration system for water, preventing pollutants from entering rivers and lakes. However, human activities can significantly impact watersheds, leading to issues related to water quantity and quality (National Oceanic and Atmospheric Administration). Water is a finite resource. By protecting our watersheds, we are in turn protecting the ecosystems and communities that depend on our water resources. Citizens can get involved in helping protect and monitor our watersheds through SC Adopt-a-Stream, a volunteer water quality monitoring program where

community members can help our state by collecting data on waterways that may not be regularly monitored otherwise.

Lakes

Water has shaped Anderson County—Lake Hartwell was constructed between 1955 and 1962. The reservoir was filled in the thirteen months leading up to the completion of the lake in March of 1962. According to the U.S. Army Corps of Engineers, the number of visitors to the project has increased regularly from about 750,000 in 1962, to 9.6 million in 2000. This ranked Hartwell third of the ten most popular Corps projects in the nation. Lake

LAKE HARTWELL



Hartwell spans almost 56,000 acres with 962 miles of shoreline making it one of the largest lakes in the southeast. The lake has an average depth of 45 feet with a

maximum depth of 185 feet. The Hartwell Dam is a concrete earth gravity dam; it is 64 years old and produces hydroelectric power. (“Hartwell Dam and Lake History”) Citizens can get involved in safeguarding the lake by engaging with Lake Hartwell Partners for Clean Water, a nonprofit organization working to protect this reseviior.



Broadway Lake was constructed in 1940 and has an earthen embankment dam that is 86 years old. The lake spans 300 acres with 5 miles of shoreline. It has an average depth of 5.9 feet and has a maximum

depth of 22.1 feet. There are three known archaeological sites within the area of Broadway Lake, including a site known locally as the “Indian Mound” (Brooks). Citizens can get involved in safeguarding this lake by engaging with Friends of Lake Broadway, a nonprofit organization working to improve, protect, and preserve the lake.

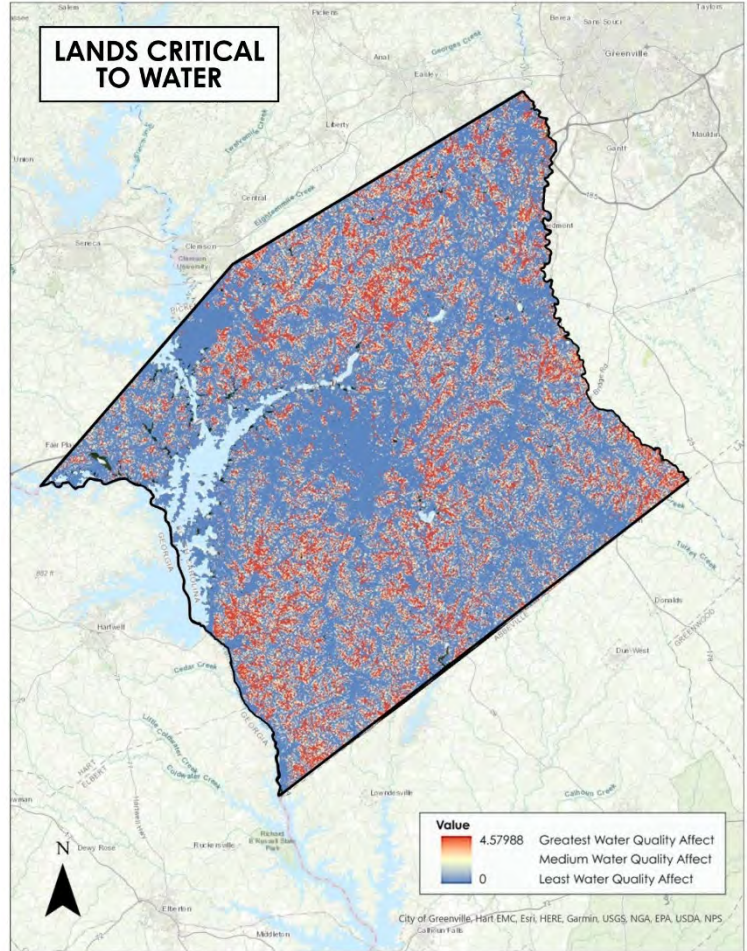
Lake Secession began construction in 1933 and after a tumultuous period the multiple arch buttress dam and two-story brick powerhouse that produces hydroelectric power was completed in 1940 and is now 86 years old. The lake spans 1,425 acres with 52.28 miles of shoreline and has a maximum depth of 67 feet.



Lands Critical to Water Quality

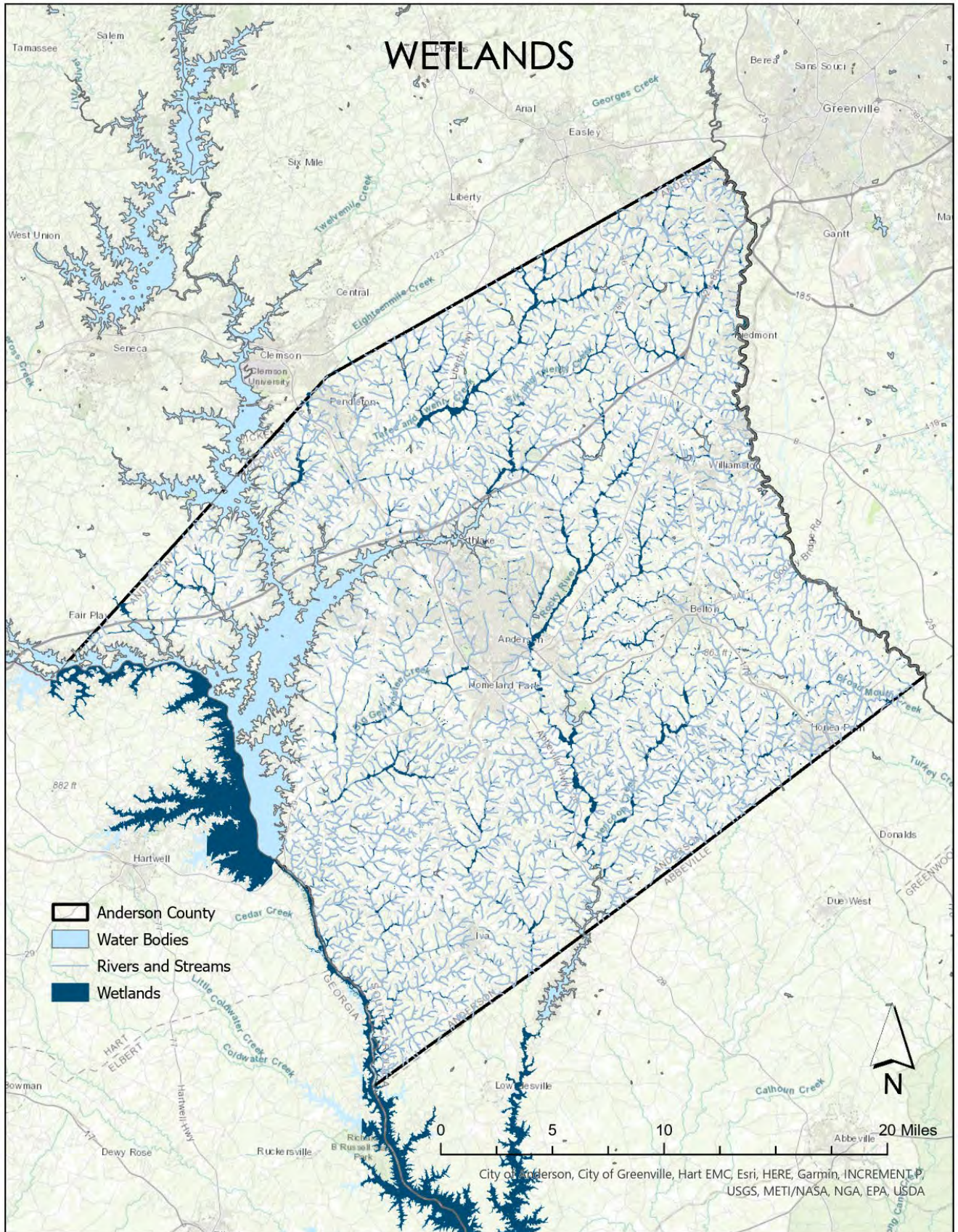
Access to clean, reliable water is a fundamental right for all living things. Lands critical to water quality play an essential role in protecting surface water and groundwater resources throughout the county. Development or land disturbance in the areas identified in the map to the right can lead to erosion, increased pollution, and habitat degradation, which collectively threaten the quality of our water. By 2030 the upstate region will have experienced a 48% increase in population in just 40 years. preserving our critical lands and preventing dispersed, sprawling development is essential to protecting our water resources (“Upstate Forever Completes Critical Lands Mapping Project”).

In 2025, Anderson County passed the Riparian Buffer Ordinance requiring a minimum 50-foot riparian buffer where the watershed is less than 50 acres and a minimum 100-foot riparian buffer where the watershed is 50 acres or more. SCDNR defines a riparian buffer as the land area adjoining a stream, lake, or wetland characterized by a cover of naturally occurring vegetation consisting of trees, shrubs, grasses, and forbs. Riparian Buffers provide a continuous band of vegetated land along the water’s edge (SCDNR). Citizens with waterways on their private property can help protect those water resources by checking for loss of vegetation, stream bank erosion, and degradation and take steps to repair and protect the area. Clemson Extension has Stream Bank Repair manual and other resources available online.



Wetlands

Wetlands are areas where water covers the soil, or is present either at or near the surface of the soil all year or for varying periods of time during the year, including during the growing season (US EPA). Wetlands are one of the most threatened ecosystems in the United States and are an extremely valuable yet increasingly vulnerable ecosystem, they provide values that no other ecosystem can—they have recreational, historical, scientific, and cultural values. “Today most planning and development decisions are made on economic grounds and, more and more, on the basis of forces at play in the free-market system... Hence, wetland goods and services must be given a quantitative value if their conservation is to be chosen over alternate uses of the land itself or the water which feeds the wetlands” (Barbier and Knowler). Over 50% of wetlands within the United States have been destroyed and drained---only to be filled for development. Since the 1970's South Carolina has had extensive losses of wetlands. These losses, as well as degradation, have greatly diminished our wetlands resources; as a result, we no longer have the benefits they provided. The increase in flood damages, drought damages, and the declining bird populations are, in part, the result of wetlands degradation and destruction. They provide the most ecosystem services (Benefits to humans and the environment) of any ecosystem type, including flood protection (similar to a giant sponge), water filtration (absorbing pollutants and cleaning the water), groundwater recharge, and nutrient retention.



Wetlands play a fundamental role in the ecology of the watershed and provide critical wildlife habitats, and more than half of threatened or endangered species are dependent on wetlands at some point during their life. For many animals and plants, like wood ducks, muskrat, cattails, and swamp rose, wetlands are the only places they can live (“America’s Wetlands”). When wetlands are properly cared for, they store carbon which in turn improves air quality and moderates global climate conditions. According to the Environmental Protection Agency, over 75 percent of wetlands are privately owned, so individual landowners are critical in protecting these national treasures. Our economic well-being and quality of life largely depend on our natural resources, and wetlands are a vital link between our land and water resources (“America’s Wetlands”).

The Rocky River Conservancy is a citizen-led nonprofit working to provide green space through clean-up and preservation of the Rocky River and its associated wetlands and uplands. The Rocky River Nature Park is a 148-acre public preserve with walking trails and teeming with opportunities to connect with our natural environment. This diverse natural sanctuary contributes to the county’s sense of place and provides an area where Andersonians can participate in citizen science and work together to preserve and protect this county treasure. A bio-diverse illustration of the Rocky River wetland area created by Pip Wren is on the following two pages.



1. Tulip Poplar | 2. Big Brown Bat | 3. River Birch | 4. Loblolly Pine | 5. Barred Owl
10. Common Reed | 11. Christmas Fern | 12. Red-bellied Woodpecker | 13. Diana Fritillary
18. Rough Green Snake | 19. Carolina Mantis | 20. Hooded Merganser | 21. Virginia Opossum
26. Green and Gold | 27. Wood Duck | 28. Northern Short-tailed Shrew | 29. Painted Turtle
34. Ebony Spleenwort | 35. Eastern Garter Snake | 36. Southern Leopard Frog



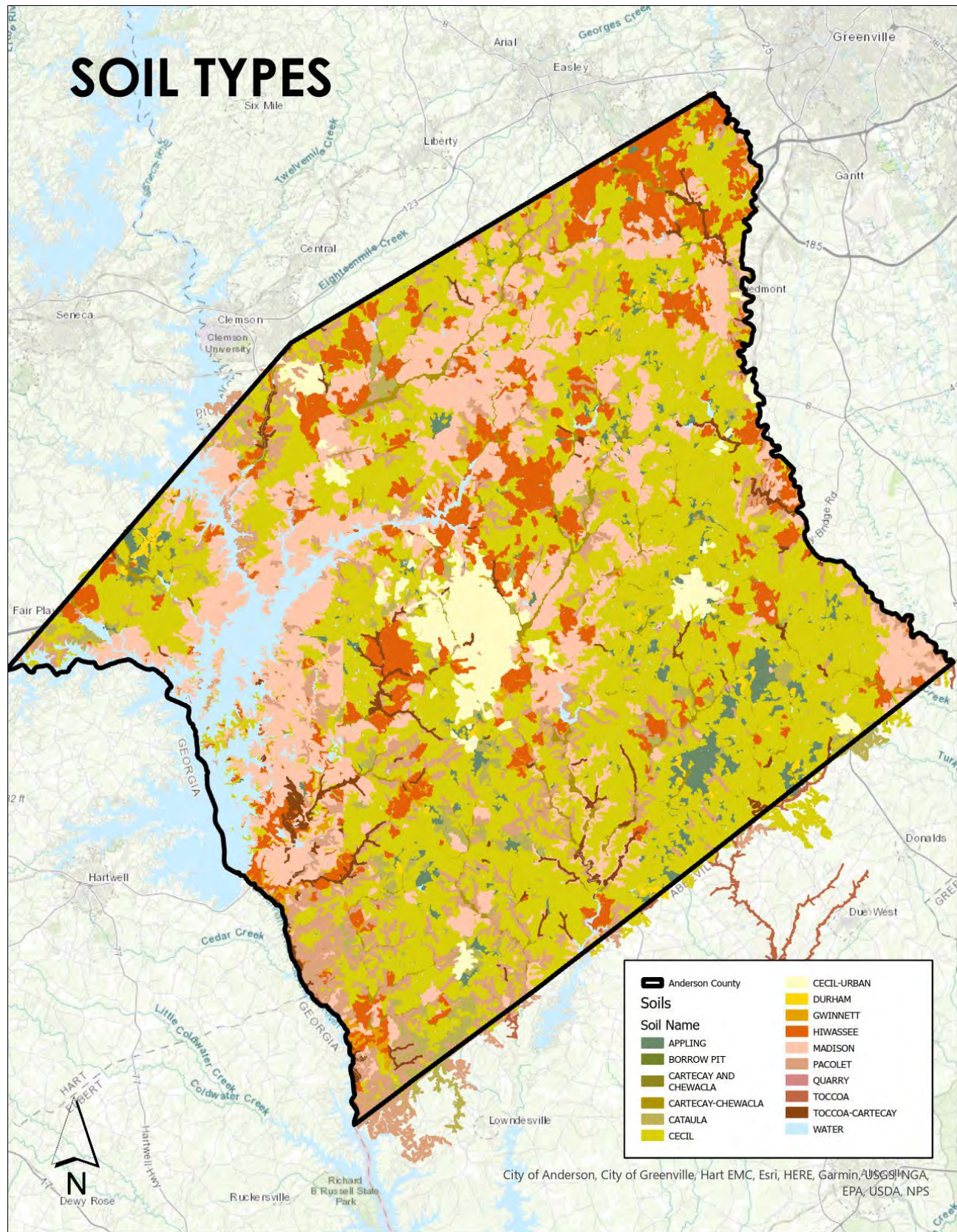
6. Tufted Titmouse | 7. Dogfennel | 8. American Beaver | 9. Great Blue Heron
 14. Carolina Wren | 15. Giant Cane | 16. Eastern Phoebe | 17. Painted Buckeye
 22. Common Cattail | 23. American Mink | 24. Lizard's Tail | 25. Eastern Eyed Click Beetle
 30. Bullfrog | 31. Arrowhead | 32. Eastern Box Turtle | 33. Swamp Rabbit
 37. Carolina Saddlebag | 38. Marbled Salamander | 39. Lowbush Blueberry

Slope

Slope is an important consideration for land use and development – slope in this context can be defined as the steepness of the grounds surface. When slopes are disturbed during land development, significant issues can arise – increased runoff, erosion, and sedimentation. This can contribute to streambank instability and negatively impact water quality. It is imperative to consider these risks when making land use and development decisions across the county.

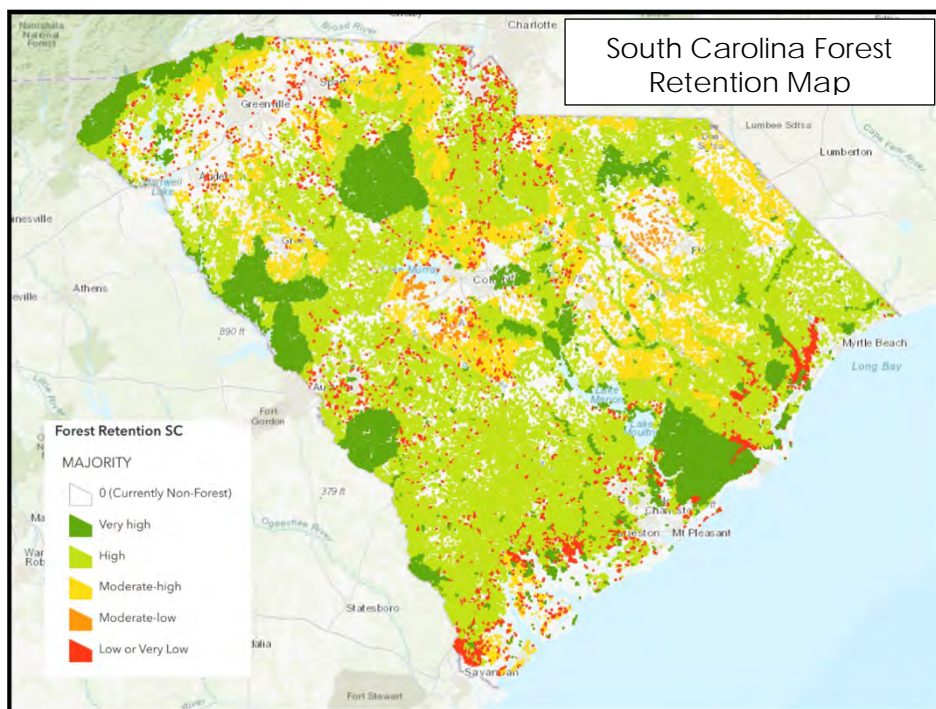
Soils

Soil is a critical, non-renewable resource that sustains all life on earth—it is finite, meaning its loss and degradation is not recoverable within a human lifespan. According to the U.S. Department of Agriculture, soil is not an inert growing medium—it is a living and life-giving natural resource that is teeming with billions of bacteria, fungi, and other microbes that are the foundation of an elegant symbiotic ecosystem. Mycorrhizal networks play another integral role in soil health by acting as extended root systems, providing nutrients to plants, help protect plants from certain diseases and insects, and acting as the glue that holds soil particles together (Grabowski). Soil is essential for providing clean water and 95% of global food supplies rely on soil (Ellerbeck). In Upstate South Carolina, the soil was 12 to 15 feet deep in the early 1900's – a few years ago a study revealed it is down to 5 to 8 inches. It takes 500-600 years to build one inch of topsoil, and we lost 12 feet of it in one century (Stamets). Deforestation, over development, agricultural and residential chemicals, overgrazing, and extreme weather events have led to rapid land and soil degradation or the loss of physical, chemical, or biological qualities that support life (Godin 119). The Natural Resource Conservation Service defines soil health as the continued capacity to function as a vital living ecosystem that sustains plants, animals, and humans. It does this by regulating water, sustaining plant and animal life, filtering and buffering pollutants, cycling nutrients, and providing physical stability and support. The four principles of maintaining soil are to maximize the presence of living roots, minimize disturbance, maximize soil cover, and maximize biodiversity. Anderson County is home to various types of soil—protecting them is vital to the health and wellbeing of our ecosystem as well as for county residents. Adopting best management practices that build soil and not deplete it can combat the soil crisis.



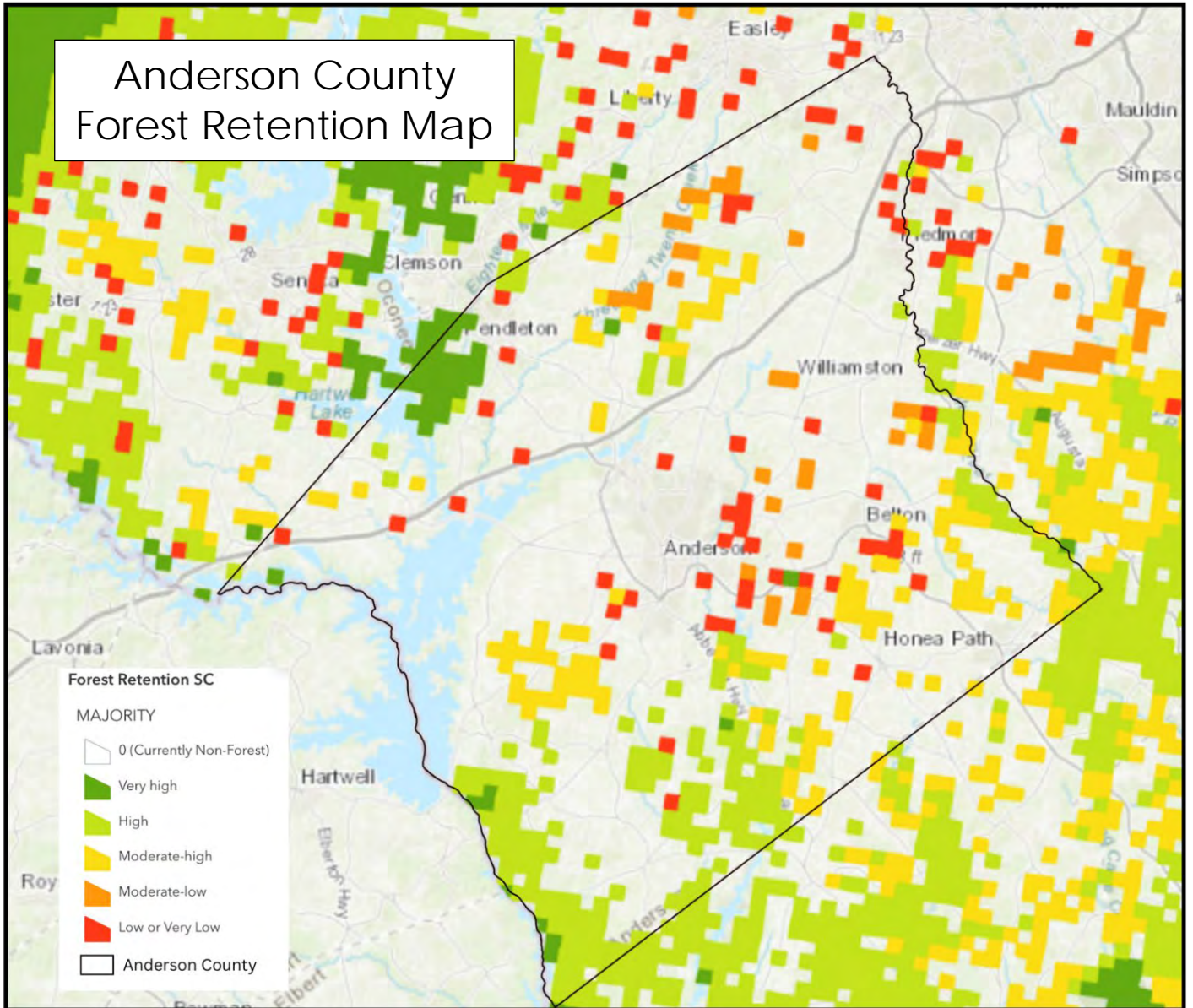
Tree & Forest Communities

“Forests support our very existence. Everyone who breathes air, drinks water or eats food is benefiting from ecosystem services provided by trees. Correspondingly, as we lose trees, our ability to provide ‘ecosystem services’, such as absorbing and filtering land runoff, providing oxygen, filtering air pollution, shading cities, supporting pollinators or wildlife and providing recreation are likely to decline” (Forests and the Comprehensive Plan). A forest is not only its trees but also includes the structures and assemblages of forest soils, accumulated leaf litter – also known as the ‘duff’ layer – soil microbes, fungus and the myriad habitat niches provided by overstory and understory trees, shrubs and plants (e.g. herbaceous plants and vines) (Firehock). Forests are critical habitats for wildlife and to support wildlife diversity there has to be larger forests that can support a greater diversity of habitat types. “A new forest, or a new tree, does not immediately replace the value of a mature forest. A mature forest, which will tend to support more rare species of plants, animals and larger trees, is not the same as a new forest springing up in an old field. It will take decades to even approach the same quality as an established forest cut down and converted to development” (Forests and the Comprehensive Plan). One of the most pressing problems the county faces is loss of tree and forest communities, taking steps to protect and preserve them is critical. Furman University's Shi Institute for Sustainable Communities mapped forest hotspots



to identify areas that are economically productive and ecologically valuable to protect from urban expansion. The maps reflect forest retention and show the probability that existing forests will be retained as forest land in

2060. As you can see, Anderson County shows devastating losses of our forest land. This will take place in the coming decades if swift action is not taken to protect these lands.



Urban + Community Forestry

Trees growing in cities and towns, collectively, encompass “urban and community forests.” Urban and community trees are essential components of community infrastructure that provide a multitude of benefits to improve the local environment, economy, human health and well-being (“Urban and Community Forestry”). In urban areas, smaller habitats provide myriad benefits for other organisms, such as salamanders, birds, pollinators and other beneficial insects. A locality should focus on how to facilitate the movement of species through the urban landscape, creating a network of paths, woodland patches, parks, trails, and so on, that create a more beautiful landscape and provide recreation and wildlife movement. (Forests and the Comprehensive plan). Urban forest cover has been declining at a devastating rate due to development. Having a robust urban forest improves the lives of residents in countless ways. Trees add natural character, reduce air pollution and soil erosion, conserve water, capture runoff, benefit mental and physical health, save energy, provide shade and help cool the “heat island” effect, reduce noise pollution, increase economic stability and property values, as well as create local ecosystems that provide food and habitats which in turn support biodiversity. People shop longer and spend 12 percent more in tree-lined shopping districts, benefiting the local economy. Without an Urban Forest Master Plan, the county lacks the needed data to assess the current urban forest and plan for improving it.



Trees provide many benefits – from *capturing* stormwater, *improving* air quality (one mature tree can remove the equivalent of up to 11,000 miles of car emissions, each year! (“Resources - Trees Upstate”)), *reducing* surrounding temperatures and *providing* shade, *reduce* crime, *increase* property values, *provide* habitats to *support* biodiversity, and even *improve* overall health and wellness of populations in well treed communities.

Habitat Core + Fragments

Animal habitats are threatened by more than the loss of forests, open space and water – though those are the main dangers. Air, light and noise pollution are contributing factors – though not immediately recognized. Air quality is important for the survival of both animals and their habitat and food supply. Updating the 2016 Green for Future Generations Plan would provide more up to date information on the state of the green infrastructure, especially in areas that have been heavily developed over the last decade.

Habitat Cores Explained

Habitat Cores (“A Green Infrastructure Plan to Restore, Connect, and Protect South Carolina’s Habitats”) are **intact areas larger than 100 acres that can support interior forest, marsh, or wetland dwelling species.** For example, Cerulean Warblers, interior forest dwelling birds need 100 acres of interior forest habitat for adequate foraging and nesting habitats. These birds are identified in the 2025 State of the Birds Report as a tipping point species meaning immediate conservation is needed.



Fragmentation is one of the **leading causes of habitat decline** in the southern United States, primarily as a result of development.



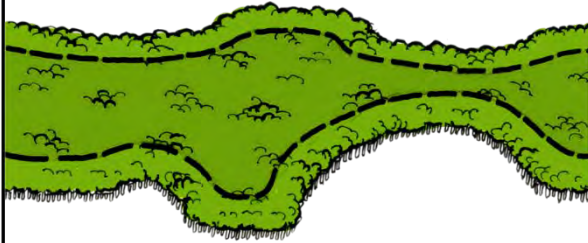
The term **refugia** refers to a location that supports an isolated population, whose range was previously far wider.

Forest Fragments Explained

Forest fragments, are **smaller isolated areas of forest habitat surrounded by non-forest landscapes,** often resulting from human activities like agriculture, development, or logging. These fragments impact ecosystem functions and disrupt biodiversity. **Fragments can provide quality refugia** for some species and act like stepping stones for others, **allowing wildlife to move** across the landscape.

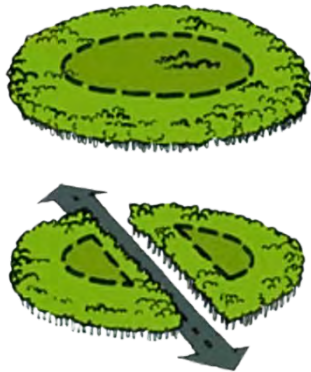


Corridors and Pathways Explained



Corridors and pathways are like nature's highways that **connect** different habitat cores and **forest fragments** together. These strips of land allow animals and plants to travel safely from one habitat to another, which is especially **important to keep animal and plant populations healthy and diverse**. The wider these corridors are, the better they are for more types of animals to use them (Piedmont Area Plan).

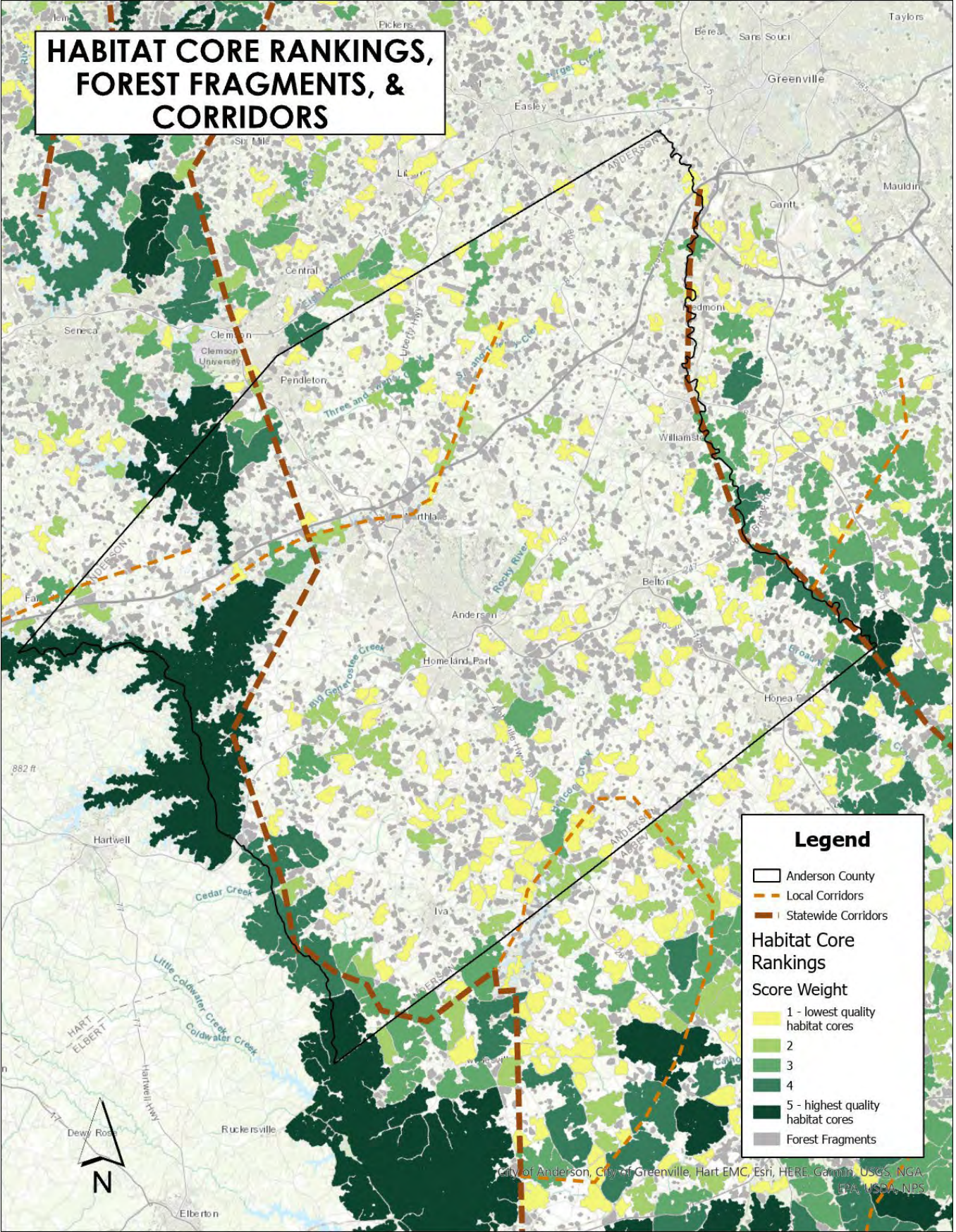
Bisecting a Core Explained



Fragmentation happens **when large areas of natural land are broken up into smaller pieces by human activities like constructing buildings and roads**. This creates more edge and less interior habitat that is needed by many species – this makes it harder for animals to find the space they need to survive and can lead to fewer types of plants and animals in the area, as they're cut off from the larger forests they need for a healthy life.

The following map represents habitat cores categorized by ranking of core quality, forest fragments, and corridors. The local corridors represent pathways for species to migrate across the landscape on a local scale, and the statewide corridors represent pathways for species to migrate on a statewide scale. There are very few areas within the County that have the highest quality habitat cores, and many of the intact cores are of the lowest quality. There is a significant amount of forest fragments which are not ideal habitat for larger species but can still provide quality refugia for some species (“A Green Infrastructure Plan to Restore, Connect, and Protect South Carolina’s Habitats”).

HABITAT CORE RANKINGS, FOREST FRAGMENTS, & CORRIDORS



Legend

- Anderson County
- Local Corridors
- Statewide Corridors

Habitat Core Rankings

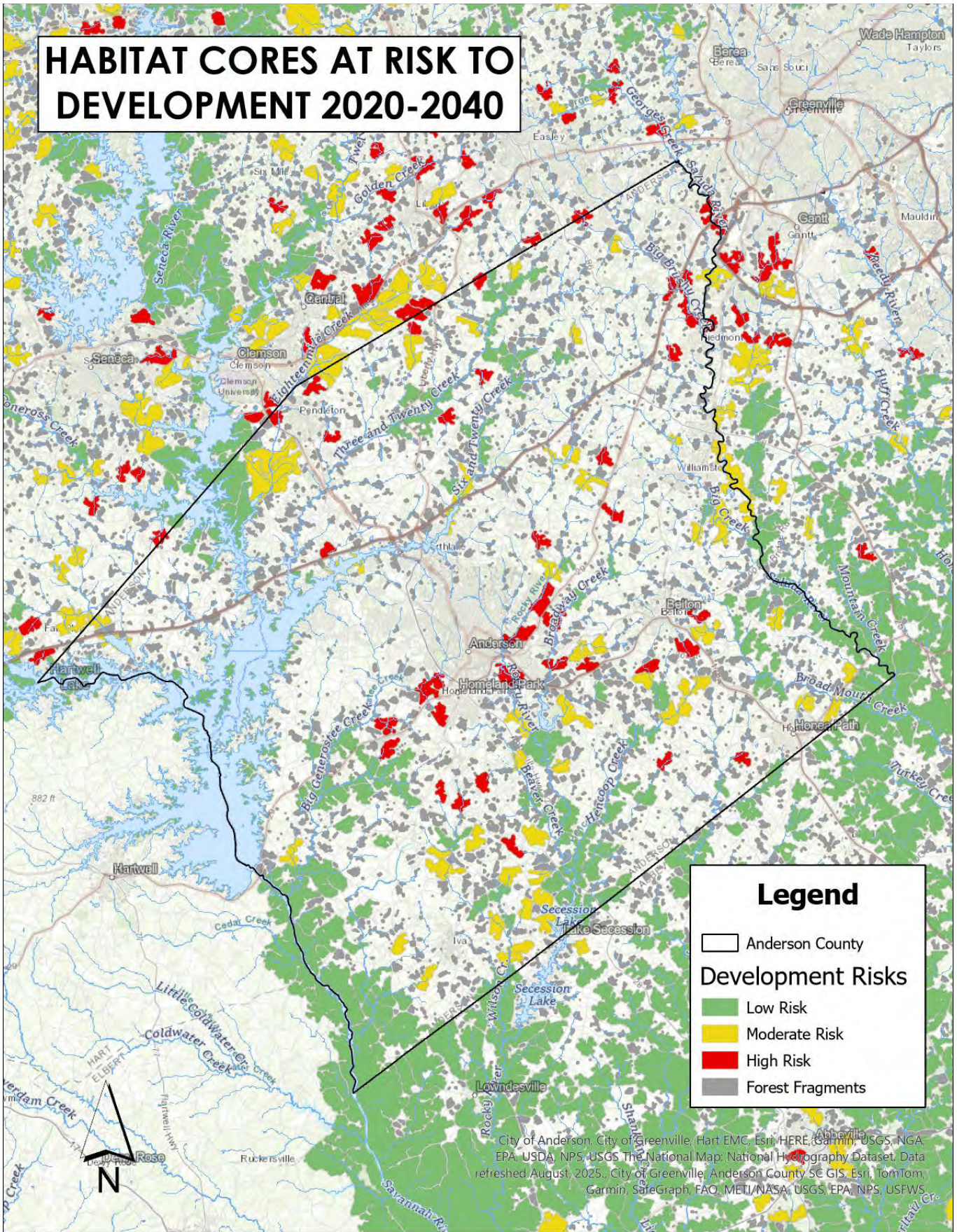
Score Weight

- 1 - lowest quality habitat cores
- 2
- 3
- 4
- 5 - highest quality habitat cores

Forest Fragments



HABITAT CORES AT RISK TO DEVELOPMENT 2020-2040



Ecosystems, Ecosystem Services, and Biodiversity

Biodiversity is the variety of living species on earth including plants, animals, fungi, and other living things. Biodiversity provides vital services to humans. Ecosystems or living things that are interacting with their physical environment provide numerous essential services to people. These essential services are often called ecosystem services. Human well-being is dependent on nature – human existence would be impossible without the contributions of our natural environment (ecosystem services) which provide food, water, shelter, energy, medicine, and more. When we disrupt or destroy ecosystems, they lose their ability to function and can reach tipping points where they are no longer able to be restored (*Summary for Policymakers of the IPBES Global Assessment Report on Biodiversity and Ecosystem Services*). Nature-based solutions support biodiversity and improve ecosystem health, playing an essential role in protecting, managing, and restoring the county's natural resources.

Native Plants

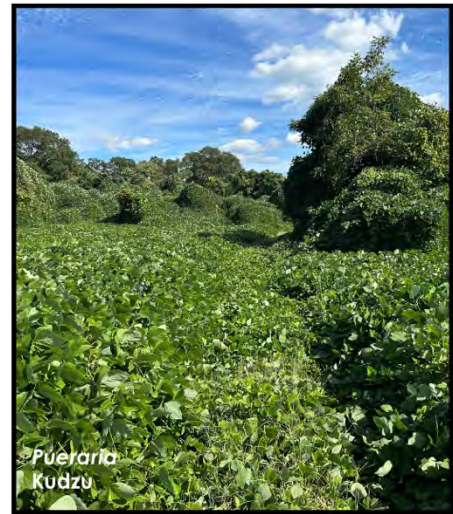
Native plant communities have evolved over thousands of years along with native insects, birds, and animals that are dependent on them. Native plants provide a myriad of benefits including cooling the air, managing floodwaters, and cleaning our air. Native plants are adapted to our area and need minimal inputs once established. In 2022, South Carolina ranked 8th in the nation for loss of land to development. This loss of land destroys native plant habitats that other native species depend on. Restoring your private property and planting native is critical to supporting our local ecosystems (“Why Native Plants at Home | South Carolina Native Plant Society”). The Upstate is home to a native plant



nursery and has a local chapter of the South Carolina Native Plant Society with resources available to help you identify and support native plants. Habitat destruction and degradation are not the only threats to native species – invasive species can compete with native species, decrease the quality of animal habitats, and increase the risk of wildfires.

Invasive Species

Invasive species are non-native organisms that harm our native flora and fauna. Invasives are likely to cause economic or environmental harm or harm to human health (“Invasive Species Definition Clarification and Guidance | National Invasive Species Information Center | USDA”). According to the South Carolina Native Plant Society, invasive weeds are the second greatest threat to biodiversity and ecosystems after human-caused habitat destruction (“Invasive Plant Species”). Kudzu (pictured right) is an example of an invasive species that chokes out all trees and other plants in the area. Its tightly wrapped vines prevent plants from acquiring the needed nutrients to survive and thrive.



Endangered & Threatened Species

According to the U.S. Geological Survey, Endangered means a species is in danger of extinction throughout all or a significant portion of its habitat range. Threatened means a species is likely to become endangered within the foreseeable future. Not every species that is at risk or in danger has a threatened or endangered status at the federal or state level. Anderson County is home to one species that is state listed and eight species that are federally listed. The South Carolina Natural Heritage Program tracks species of concern across the state as well as monitoring known populations of rare species. This program tracks 76 species in the county – two of the tracked species are ranked critically imperiled, and seventeen species are ranked imperiled. South Carolina was once home to birds like the Carolina Parakeet and Bachman’s Warbler – now extinct species.




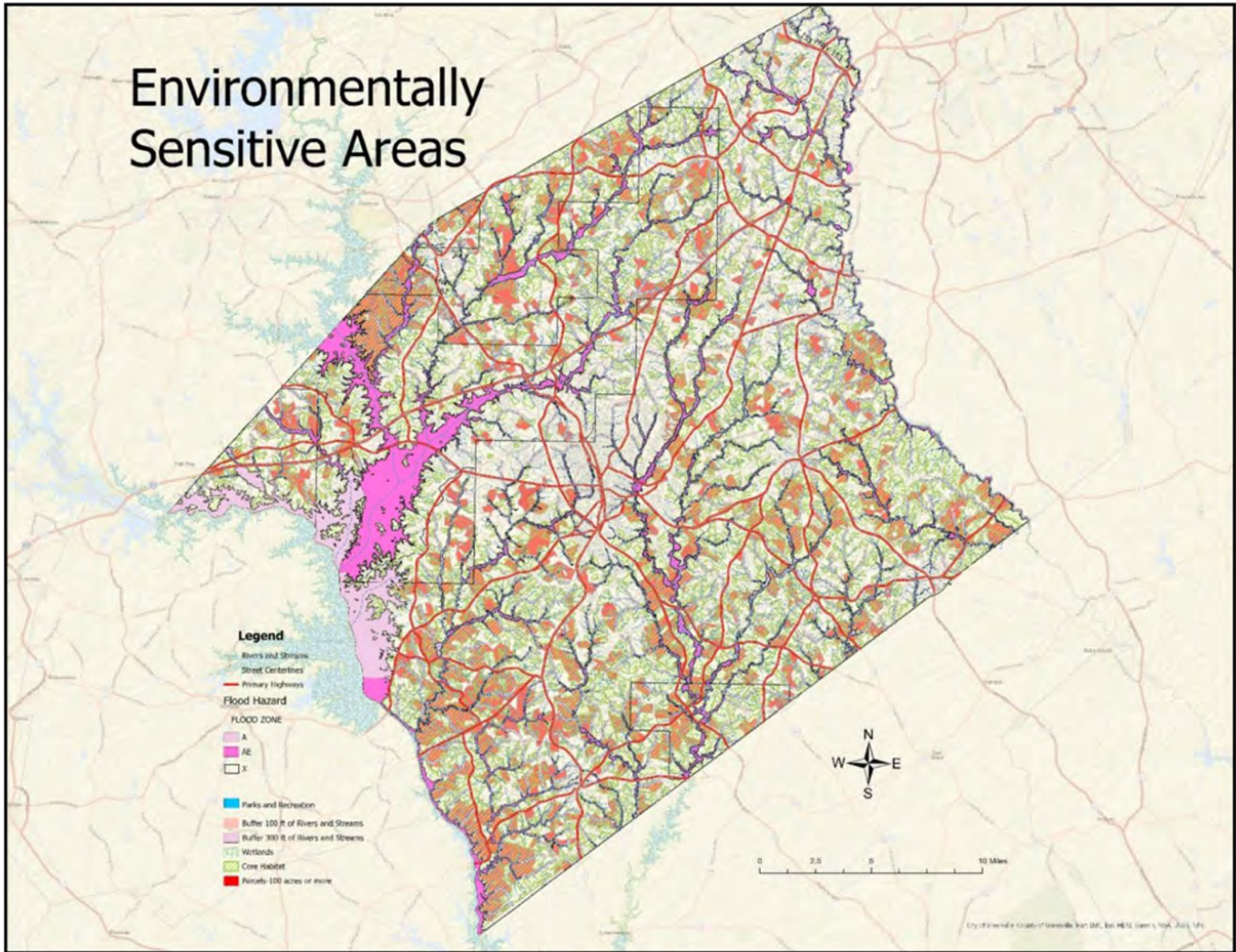
 A 2019 study showed a net **loss of 3 billion birds** in North America in the past 50 years. - State of the Birds Report

Without conservation efforts, other species are at risk of extinction. Through supporting conservation efforts, county residents can help prevent the loss of any other South Carolina wildlife.

Environmentally Sensitive Areas

Environmentally sensitive areas are landscapes, habitats, ecosystems, or natural features that are ecologically significant, meaning they are critical to plant and wildlife populations as well as to the health and wellbeing of county residents and require special protections to keep them intact and minimize damage from human activities. These areas include floodways, wetlands, core habitat areas, river and stream buffers, as well as parcels that are 100 acres or more. Property owners who would like to protect their land for future generations can do so through conservation easements or deed restrictions. Communities can work together to create community land trusts – nonprofit, community-based organizations that acquire, own and steward land permanently for the common good. More than 60% of the forest and farmland in the state is owned by private individuals (“Land Protection Guide”) – it takes everyone working together to protect our natural lands that are cherished by Andersonians.

 No one has a greater role in shaping the landscape of our state, than family landowners. -SC Land Trust Network



Agriculture

According to the National Resource Conservation Service, *Prime Farmland* is of major importance in meeting the Nation's short- and long-range needs for food and fiber. Protecting prime farmland is critical to the area's long-term food resiliency. The National Institute of Food and Agriculture has shown that local and regional food systems reduce food waste, support local economies, increase the biodiversity, freshness, and nutritional value of foods, and reduces food insecurity. Agriculture has the potential to be a carbon sink rather than a source.

The 2022 Census of Agriculture shows an 11% decrease in the number of farms in the county from 2017 to 2022. The South Carolina Farm Bureau Land Trust is one resource in protecting farmland for future genera-



Between 2001 and 2016, **287,700 acres of farmland** in South Carolina were **either developed or compromised.**
- *American Farmland Trust*

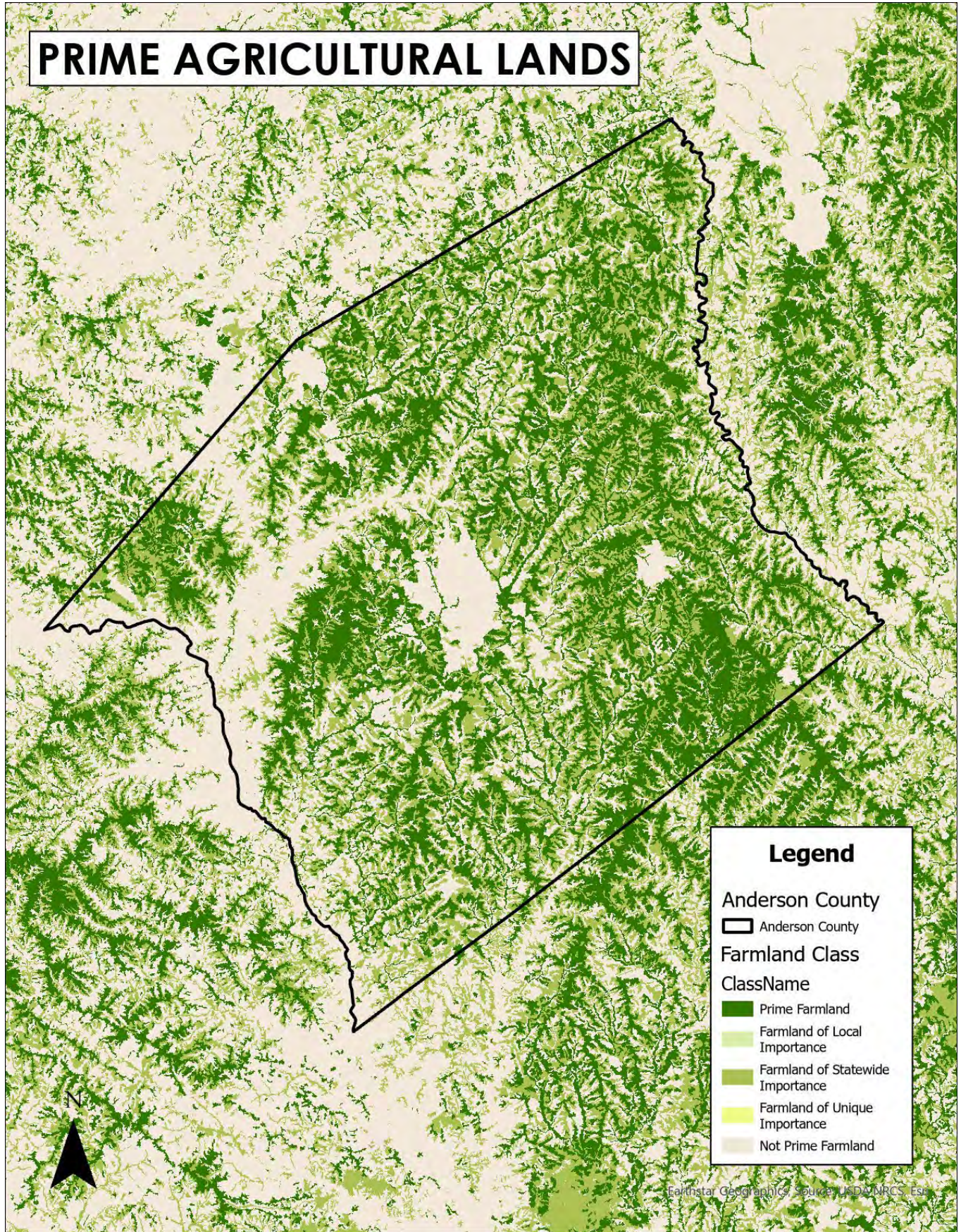
tions. Another way to combat the loss of farmland is to encourage and support small-scale, regenerative farms. The United States Department of Agriculture has launched a new regenerative pilot program to help American farmers adopt practices that improve soil health, enhance water quality, and boost long-term productivity. “Protecting and improving the health of our soil is critical not only for the future viability of farmland, but to the future success of American farmers...we must protect our topsoil from unnecessary erosion and improve soil health and



land stewardship” (“USDA Launches New Regenerative Pilot Program”). Regenerative agriculture is an approach to farming that prioritizes soil health, biodiversity, and natural processes. It is a holistic, systems-based approach that seeks to create resilient and regener-

ative agricultural systems that restore and replenish natural resources. Regenerative farmers use a variety of practices such as crop rotation, cover cropping, reduced tillage, and the integration of livestock to improve soil health, conserve water, and promote biodiversity (“Regenerative Agriculture”). Industrial agricultural practices have greatly increased food yields but cause significant harm to the environment and rural communities.

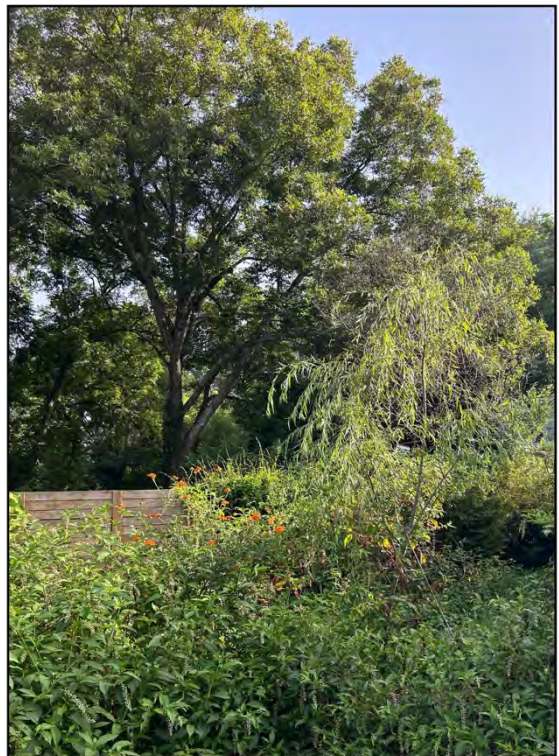
PRIME AGRICULTURAL LANDS



Over half the topsoil in the United States has been washed away in the past seventy years and an even higher percentage of the country's farmers have voluntarily left or been pushed out of the profession" (Berry). The NRCS has designated 31.8% of the County upland acreage as "prime", and 30.2% as "additional farmland of state importance". Preservation of farmland in the County is important to the maintenance and growth of local food production, the economic well-being of local farmers, and maintenance of green space. The relocalization of farming and increase in the local food economy through farmers markets, locally owned farm stands, and farm to table restaurants is not only economically beneficial but also builds a resilient local food system (Smaje).

Public Health & Access to Natural Resources

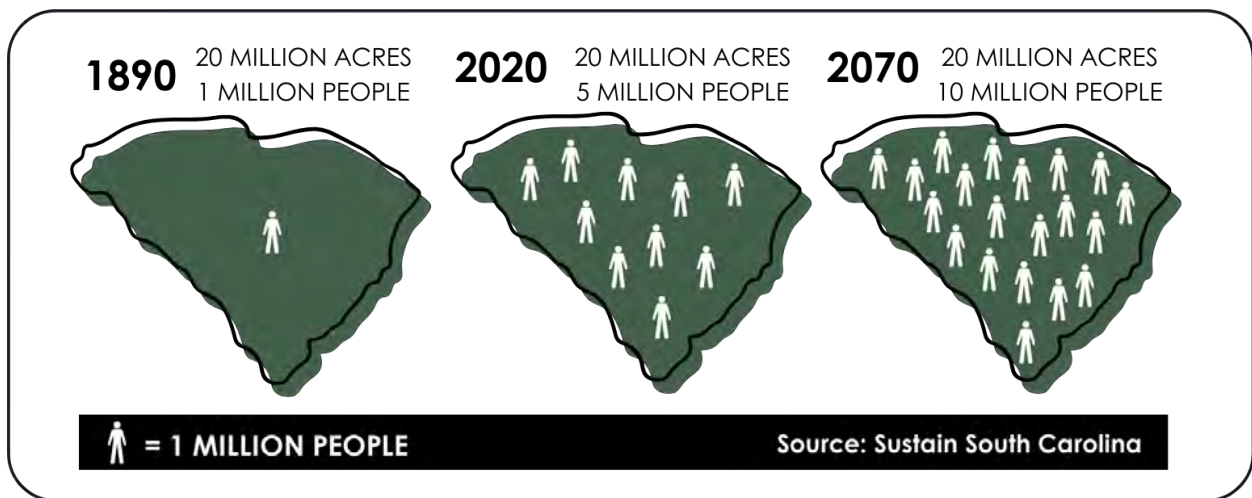
Access to green space is a necessity, not an amenity. Removing barriers to accessing green spaces is critical to the wellbeing of county residents. A green space is a land area with natural vegetation like grass, trees, and other plants that are accessible to the public. This could be in the form of tree-lined streets, trails, parks, gardens, and other natural areas. These spaces benefit communities in numerous ways from connecting people and building strong community ties, to improving health outcomes, and even benefiting wildlife. The concept of natural spaces as being beneficial for the human population has been generally accepted since the 1800s (Twohig-Bennett and Jones). Being in nature improves the health and wellbeing of humans. Studies have shown a host of benefits, including lowered blood pressure and cortisol levels, improved heart health and cognitive function, increased productivity and physical activity, better mood, improved sleep, and even an increase in empathy and cooperation (Wolf). Children having access to nature provides lifelong benefits to physical and mental health. Natural space in school surroundings has a



positive impact on student performance (Li et al.) Recent studies have shown that children today spend roughly 50% less time outside than their parents did (Weir). Expanding and protecting equitable access to green spaces improves the lives of county residents and visitors alike. As the population of the county increases it will be imperative to continue to expand and improve access to green spaces.

Planning for Change

South Carolina continues to see a rapid increase in population. It is expected to double in the next 50 years. The upstate lies within the Piedmont Atlantic megaregion, an area that stretches from Raleigh, North Carolina to Birmingham, Alabama. The challenges this region is facing are increased traffic congestion, runaway land consumption, and inadequate infrastructure (“America 2050: A Prospectus”). This region and its challenges include Anderson County. Considering the growth that is coming—whether it is welcome or not, one of two things will happen. Either growth will be effectively planned and directed to the appropriate areas or the county will sprawl and experience an unprecedented loss of land and degradation of its natural resources.



All ethics so far evolved rest upon a single premise: that the individual is a member of a community of interdependent parts. His instincts prompt him to compete for his place in the community, but his ethics prompt him also to co-operate (perhaps in order that there may be a place to compete for).

The land ethic simply enlarges the boundaries of the community to include soils, waters, plants, animals, or collectively: the land.

This sounds simple: do we not already sing our love for and obligation to the land of the free and the home of the brave? Yes, but just what and whom do we love? Certainly not the soil, which we are sending helter-skelter downriver. Certainly not the waters, which we assume have no function except to turn turbines, float barges, and carry off sewage. Certainly not the plants, of which we exterminate whole communities without batting an eye. Certainly not the animals, of which we have already extirpated many of the largest and most beautiful species. A land ethic of course cannot prevent the alteration, management, and use of these 'resources,' but it does affirm their right to continued existence in a natural state.

In short, a land ethic changes the role of Homo sapiens from conqueror of the land-community to plain member and citizen of it. It implies respect for his fellow-members, and also respect for the community as such.

- Aldo Leopold, *A Sand County Almanac*



Recommendations

Guiding Policy

The natural resources guiding policy involves safeguarding the county's natural assets through improving our waterways, restoring and protecting wetlands, rebuilding soils, conserving tree and forest communities, encouraging low impact development to minimize harm, creating a robust and equitably distributed tree canopy, protecting habit cores, encouraging the use of native plants in landscaping, and preserving agricultural lands.

Recommended Policy Champions

Anderson County Council

Anderson County Planning Commission

Anderson County Planning and Community Development Department

Anderson County Building and Codes Division

Anderson County Development Standards Division

Anderson County Environmental and Code Enforcement Division

Anderson County Stormwater Division

Anderson County Parks, Recreation, Tourism Department

Anderson County Clemson Extension

Anderson County Soil and Water Conservation District

Anderson County Watershed Protection Council

Strategies

The loss and degradation of the county's natural resources require rapid mobilization of Policy champions to draft, propose, adopt, and implement timely environmentally focused ordinances. This Plan captures the end of the 2016 – 2025 County Comprehensive Plan by referring to adopted ordinances and introducing new 2026 ordinances associated with Part 2 of this Plan. Another strategic consideration is the land use development ordinance (LUDO) comprehensive rewrite. Project completion is expected in April 2027. Natural resource protection found within the rewrite shall be incorporated into the 2026 Plan by amendment. The outside consultant, CodeWright, is leading the LUDO project.

Recently adopted natural resource-based ordinances include the following:

#2026-009, pending adoption, Townhome and Apartment dwellings
#2025-043, adopted March 3, 2026, Solar Energy Facilities
#2026-001, adopted February 3, 2026, Minimum dimensions, Setbacks
#2025-058, adopted January 20, 2026, Part 1 of the 2026 Comprehensive Plan
#2025-063, adopted January 6, 2026, County Council Member Notification
#2025-057, adopted December 30, 2025, Mass Grading/Tree Preservation
#2025-018, adopted May 20, 2025, Riparian Buffers
#2025-010, adopted April 1, 2025, Bufferyard Table Requirements
#2025-012, adopted April 1, 2025, Landscaping and Bufferyard Requirements
#2024-042, adopted October 15, 2024, Land Use Administrator Report
#2024-031, adopted October 6, 2024, Lots and Lot Size Limits

The Environmental and Code Enforcement Division relies on the following:

Environmental:

Unlawful Dumping—20-23(b) 2023-009

Failure to Abate—20-32 // 2023-009 (non compliance)

Uncovered Loads—20-24 (b) // Responsibility for loose material on property, in vehicles.

Driver Responsible –20-25 // Driver held liable for violation.

Littering –20-23(a) // Compliance

Code Enforcement:

Tall Grass: 8-80 // Grass or overgrowth over 12' in height.

Rubbish and Debris: 8-79(1) Section 302

Junkyard/Vehicle Violation: 10-24/10-36

Business Zoning Violation: 24-52

Recommended Actions

1. Planning Division, Planning Commission, and County Council continue to adopt land-based ordinances, either created internally or by outside consultants. Such ordinances will protect the natural resources of Anderson County. Additionally, the Planning and Community Development Department shall produce an annual inventory of these ordinances.
2. Development Standards, Roads & Bridges, and Stormwater Management Divisions continue conducting plan review along with pre-, during, and post-construction inspections. Letters and sign-offs shall also be issued when required.
3. Planning Division shall create educational resources on the value and importance of our natural resources.
4. Both the Environmental & Code Enforcement Department and Stormwater Divisions will enforce past, present, and future ordinances when adopted.
5. County Council will investigate the possibility of a county land trust.

The following are long-term goals of both the Environmental and Code Enforcement Departments over the next 5-10 years.

6. Revise, implement, and enforce new ordinances, to include -Trash in yards, -Unlawful Burning, Building Permit Violations, Junk Cars, Loss of load, and a Tire Hauling ordinance.
7. Develop a litter pick-up division within the Environmental Enforcement Department. This division would be comprised of part-time and full-time employees that would focus on picking up litter on the county roads and would also assist in cleaning up vacant homeless campsites.
8. Write and implement a Demolition Manual for substandard housing. This manual will lay out policy and procedures integrating state law and county ordinances for our substandard housing cases.

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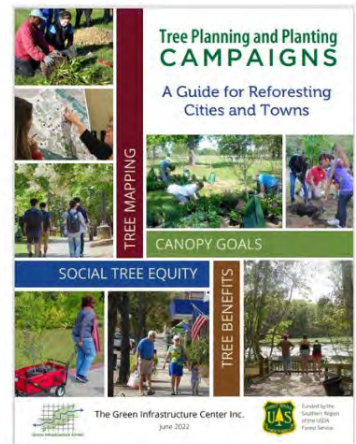
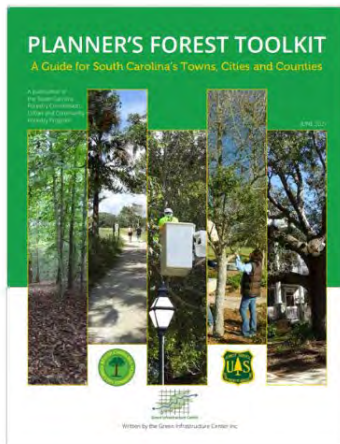
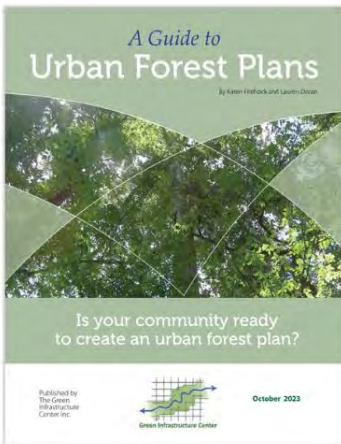
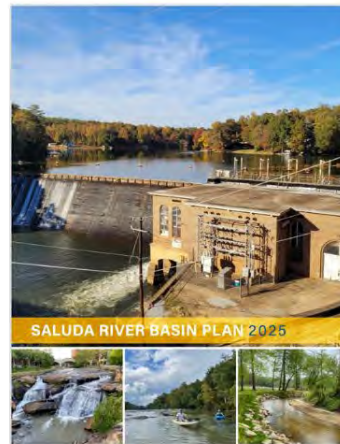
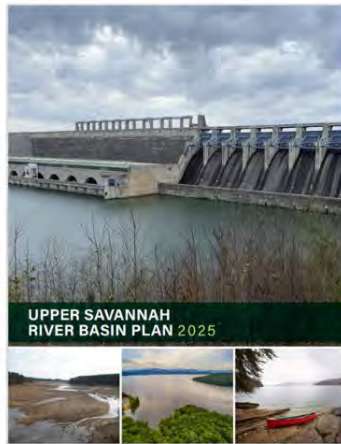
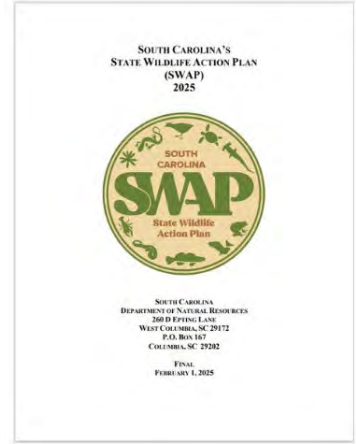
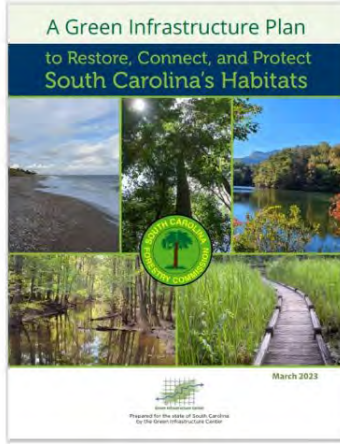
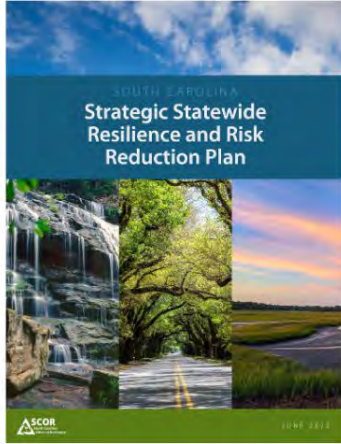
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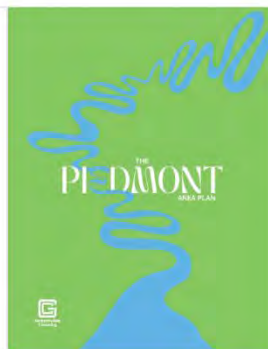
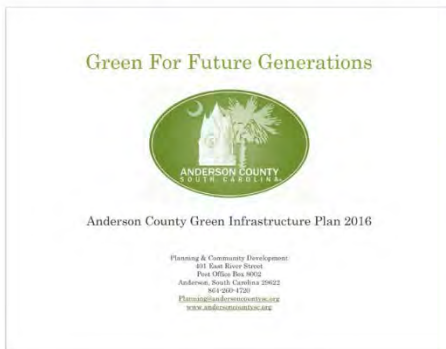
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Appendix F

Plans referenced throughout the element:



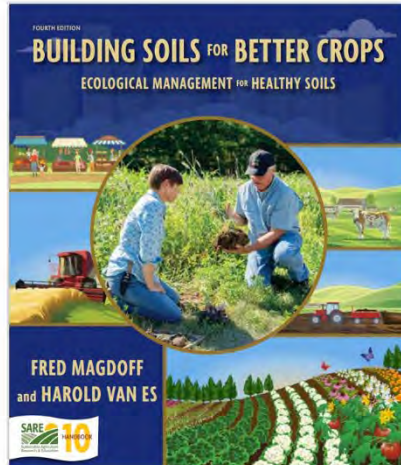
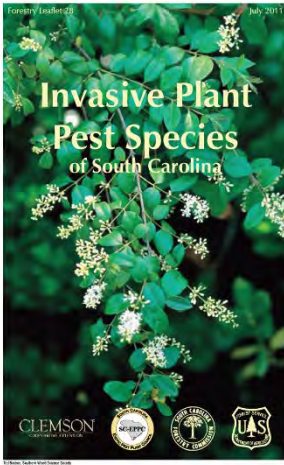
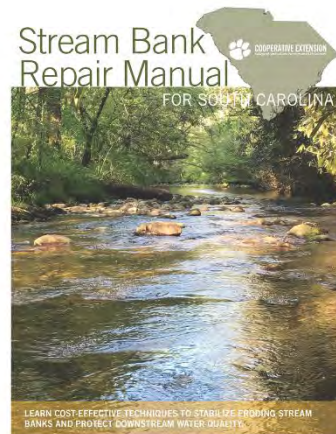
Relevant adopted plans and ordinances in Anderson County:



ORDINANCE NO. 2025-47
AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO ADD A NEW SECTION TO PROVIDE FOR REPAIRS, BUFFERS, AND OTHER MATTERS RELATED THERETO.
WHEREAS, Riparian Buffers protect public health by promoting private and public drinking water supplies from non-point source contaminants, including sediment, herbicides, pesticides, and nutrients;
WHEREAS, Riparian Buffers support natural resources by enhancing wildlife habitat, including wildlife corridors, refuges, and the quality of water bodies;
WHEREAS, Riparian Buffers prevent and control flooding, storm damage, and erosion; through erosion control (riparian buffers);
WHEREAS, Riparian Buffers enhance the scenic and recreational qualities of publicly utilized bodies of water;
WHEREAS, Riparian Buffers preserve and protect the public health, safety order, appearance, property, and general welfare;
WHEREAS, the Anderson County Council, pursuant to Title 8, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, has the authority and duty to promote the public health, safety and welfare of Anderson County and to exercise its police power transfer; and
WHEREAS, the Anderson County Council desires to amend the Code of Ordinances, Anderson County, South Carolina to add provision for riparian buffers as provided herein.
NOW, THEREFORE, be it ordained by the Anderson County Council in meeting duly assembled that:
 1. The Code of Ordinances, Anderson County, South Carolina, is hereby amended to add a new article to Chapter 26, which article reads as shown in Exhibit A to attached hereto.

ORDINANCE NO. 2025-47
AN ORDINANCE TO AMEND THE ANDERSON COUNTY LAND DEVELOPMENT STANDARDS TO INCORPORATE PROVISIONS FOR MINIMIZING MASS GRAZING, PRESERVING NATURAL TOPOGRAPHY, REQUIRING TREE PRESERVATION, AND ESTABLISHING DEVELOPMENT INCENTIVES FOR RESIDENTIAL SUBDIVISIONS; AND OTHER MATTERS RELATED THERETO.
WHEREAS, Anderson County is experiencing significant growth, and it is in the public interest to ensure the development process the environment, maintain soil reserves, manage agriculture assets, preserve natural topography, and protect resource areas; and
WHEREAS, mass grazing practices and indications may erode and degrade the natural environment and soil stability, and the County wishes to incorporate sustainable land development practices that mitigate these impacts.
NOW, THEREFORE, BE ORDAINED by the Anderson County Council in meeting duly assembled that:
 1. That Section 24-367 of the Code of Ordinances, Anderson, South Carolina, is hereby amended to read as shown in Exhibit A, attached hereto and made a part hereof;
 2. That the Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding a new Division 9 to Article III of Chapter 28 as shown in Exhibit B, attached hereto and made a part hereof;
 3. The existing terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect;
 4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separate;
 5. All Ordinances, Orders, Resolutions, and actions of Anderson County Council in violation hereto shall be, to the extent of such inconsistency, void, hereby repealed, revoked, and rescinded;
 6. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.
ORDAINED in meeting duly assembled this 30th day of December, 2025.

Other useful resources:




Organizations focusing on natural resources:

- + Anderson Water Council
- + Audubon South Carolina
- + Friends of Broadway Lake
- + Lake Hartwell Partners for Clean Water
- + Naturaland Trust
- + Rocky River Conservancy
- + Savannah Riverkeeper
- + Save Our Saluda
- + SC Farm Bureau Land Trust
- + SC Land Trust Network
- + The Nature Conservancy – South Carolina
- + Upper Savannah Land Trust
- + South Carolina Native Plant Society
- + Anderson County Beekeepers Association
- + South Carolina Conservation Coalition
- + The Upstate Land Conservation Fund
- + TreesUpstate
- + Upstate Greenways & Trails Alliance

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Resiliency



The American Planning Association defines resilience as “the capacity of individuals, communities, institutions, businesses, and systems within a city to survive, adapt, and grow no matter what kinds of chronic stresses or acute shocks they experience.”

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INTRODUCTION

“South Carolina faces many new challenges. We are experiencing changes in the intensity of our rainfall events. Sea levels are rising, putting pressure on our coastal communities. Our economic and population growth has led to increased pressure on our land resources.

This places our state’s culturally and environmentally significant structures, monuments, lands, islands, and waters at risk to be lost to over-development, mismanagement, flooding, erosion, or storm damage. We must preserve and protect our history, our culture, and our environment, and the public’s access to them, before they are lost forever.

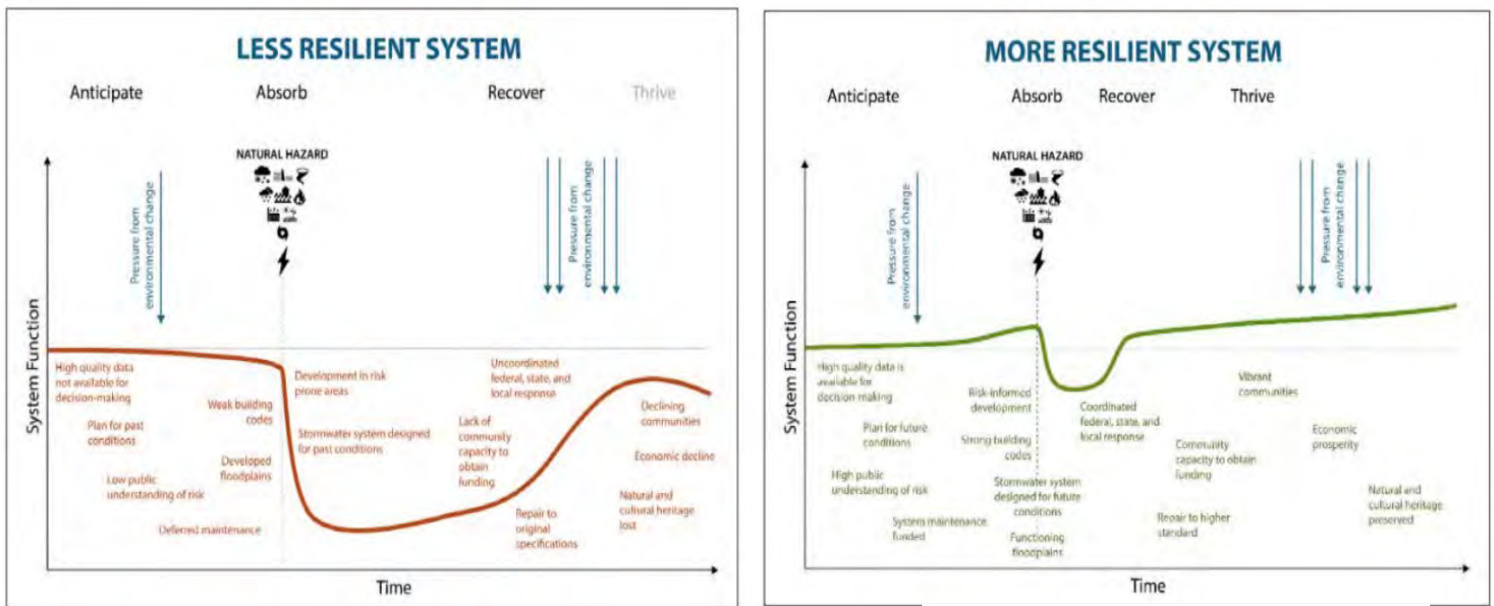
We must take actions that increase our ability to anticipate, absorb, recover, and thrive as we face these environmental changes and natural hazards. Our communities, economies and ecosystems are complementary, intertwined, and inseparable – each dependent on the other. To strengthen one is to strengthen the other. By taking a holistic view of our state’s current and future vulnerability to natural disasters we can begin to make wise investments into South Carolina’s communities, economies, and ecosystems. This is our moment to act — while we still can.”

Henry McMaster, Governor of South Carolina

*From the Strategic Statewide Resilience and Risk Reduction Plan (2023)
developed by the South Carolina Office of Resilience*

Planning Principles

Anderson County, in the event of environmental changes and natural hazards, must have the ability to anticipate it, recover from it, and thrive afterwards. Harm to its citizens, economy, and environment must be overcome quickly. This is the essence of resilience.



Source: South Carolina Office of Resilience

Existing Conditions

The Data

The data in this element has been gathered from sources including the South Carolina Office of Resilience, First Street, The Fifth National Climate Assessment, and others, the full list of references is at the end of this element.

A Note About the South Carolina Office of Resilience

Impacts from three presidentially declared disasters in less than four years led, in part, to the creation of the South Carolina Office of Resilience in 2020. The South Carolina Office of Resilience (SCOR) exists to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. (SCOR). The Strategic Statewide Resilience and Risk Reduction Plan was released

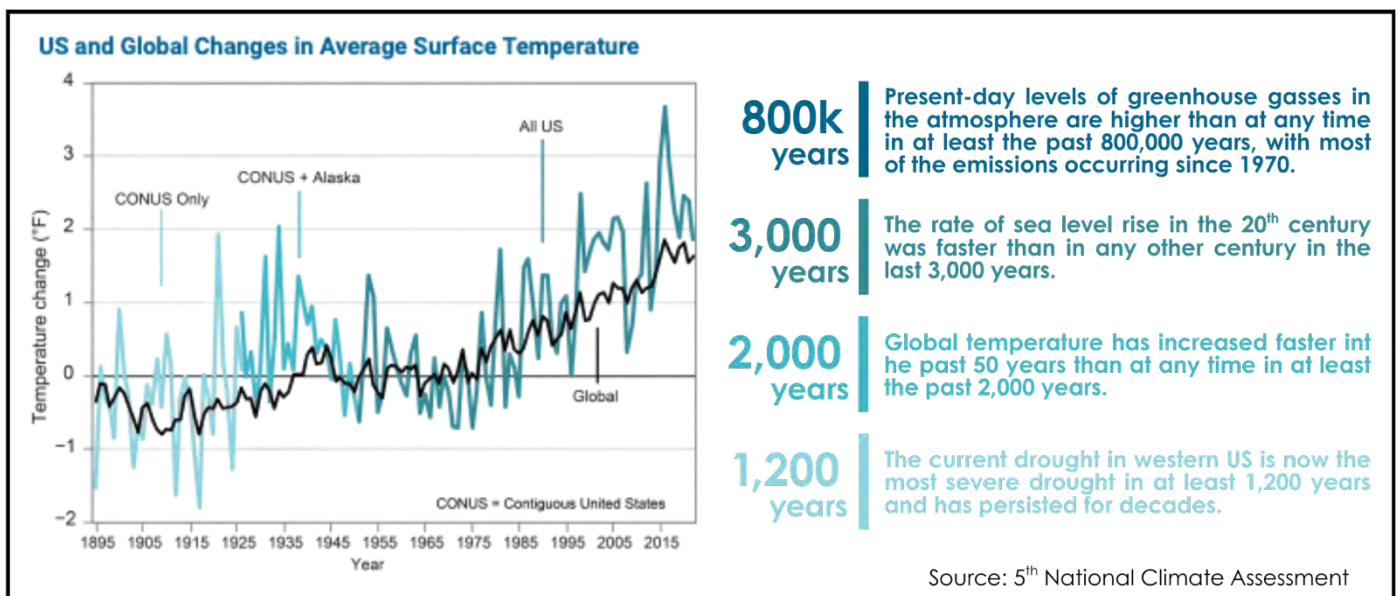
in June 2023, and updates have been released each year since. County Planning Staff completed in-person Resilience 101 training while meeting with SCOR Staff. They also received data and guidance through the process of creating this element.

A Note About First Street

First Street Foundation creates physics-based deterministic models that use validated and proven methodologies that are built from decades of peer-reviewed research and incorporates the latest technological advancements. First Street measures and predicts the impact of a peril based on the underlying physics of how an actual event would transpire (First Street). The risk modeling maps in this element for floods, fire, wind, air, and heat were created using First Street data—the leader in climate risk modeling. The South Carolina Office of Resilience has provided First Street data to Anderson County. The data is used throughout the element.

Climate

A resilient Anderson County prepares for threats and hazards outlined within this element and recovers rapidly from adverse conditions. The 5th National Climate Assessment, a comprehensive report that outlines nationwide climate change impacts, risks and responses was released in November 2023.

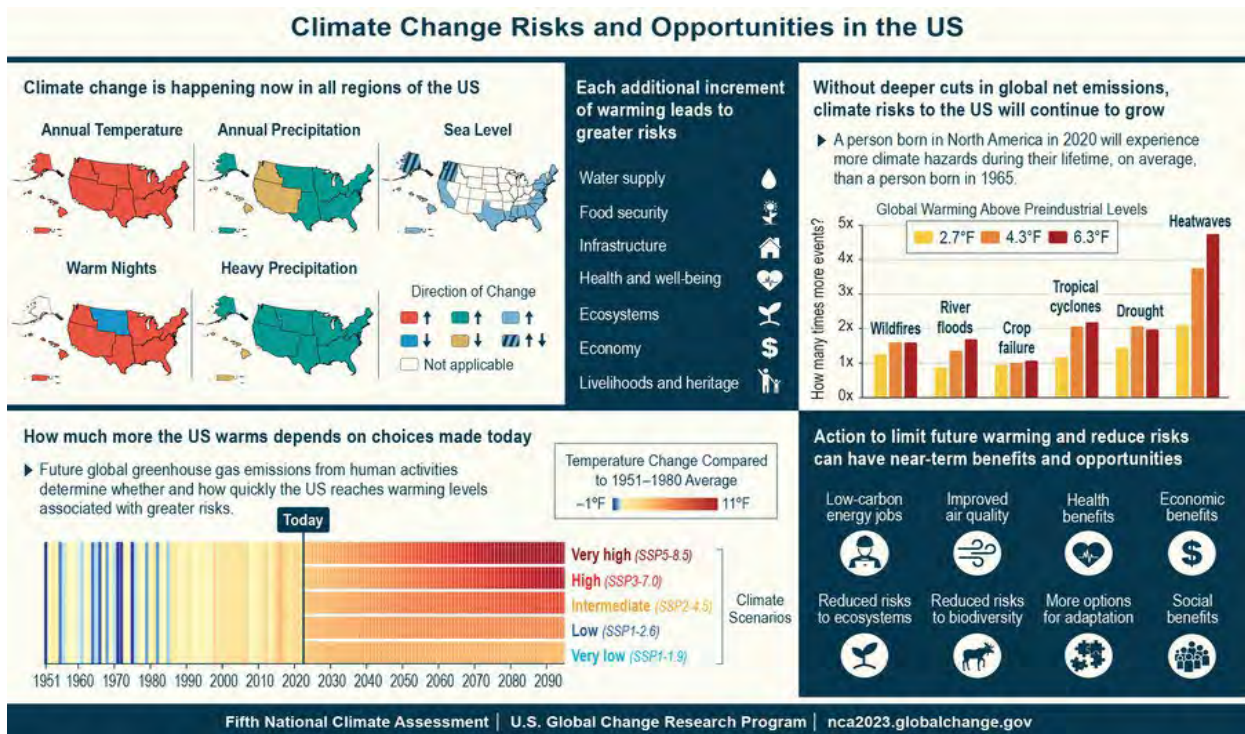


Based on the report, some adaptation and mitigation actions that can be taken include implementing nature-based solutions, restoring wetlands to increase water storing capacity, upgrading stormwater infrastructure to account for heavier rainfall and applying innovative agricultural practices to manage drought risk (NATIONAL CLIMATE ASSESSMENT).

Economy

In the late 1980's the country experienced, on average, one (inflation-adjusted) billion-dollar disaster every four months, Now, there is one every three weeks, on average. Extreme weather events cause direct economic losses through infrastructure damage, disruptions in labor and public services, and losses in property values. Extreme events cost the U.S. close to \$150 billion each year—a conservative estimate that does not account for loss of life, healthcare-related costs, or damages to ecosystem services (NATIONAL CLIMATE ASSESSMENT).

The County must keep its economy diverse and less vulnerable to natural hazards and unexpected shocks. Economic resilience is dependent upon technical and vocational training.



Hazards

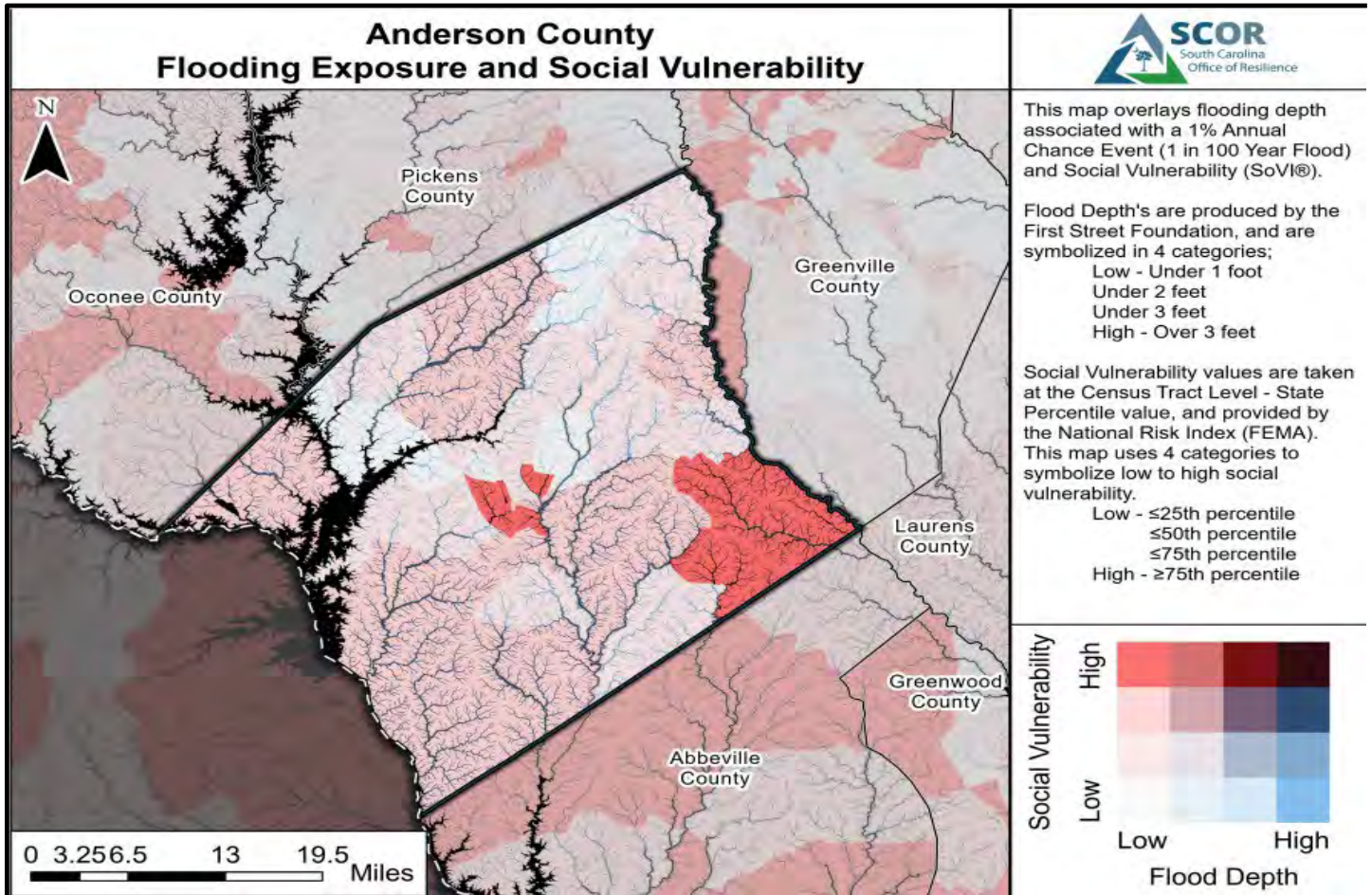
Hazards & Natural Disasters in Anderson County

A list of natural disasters that periodically happen in the County, based on the Emergency Operation Plan prepared by Anderson County Emergency Management Division (ACEMD), as recommended by the Federal Emergency Management Agency (FEMA) is as follows:

- Flooding/Flash Flooding
- Tornadoes
- Tropical Storms/Hurricanes
- Hailstorms, Thunderstorms and Heavy Precipitation Events
- Drought
- Extreme Heat
- Earthquakes
- Winter Weather

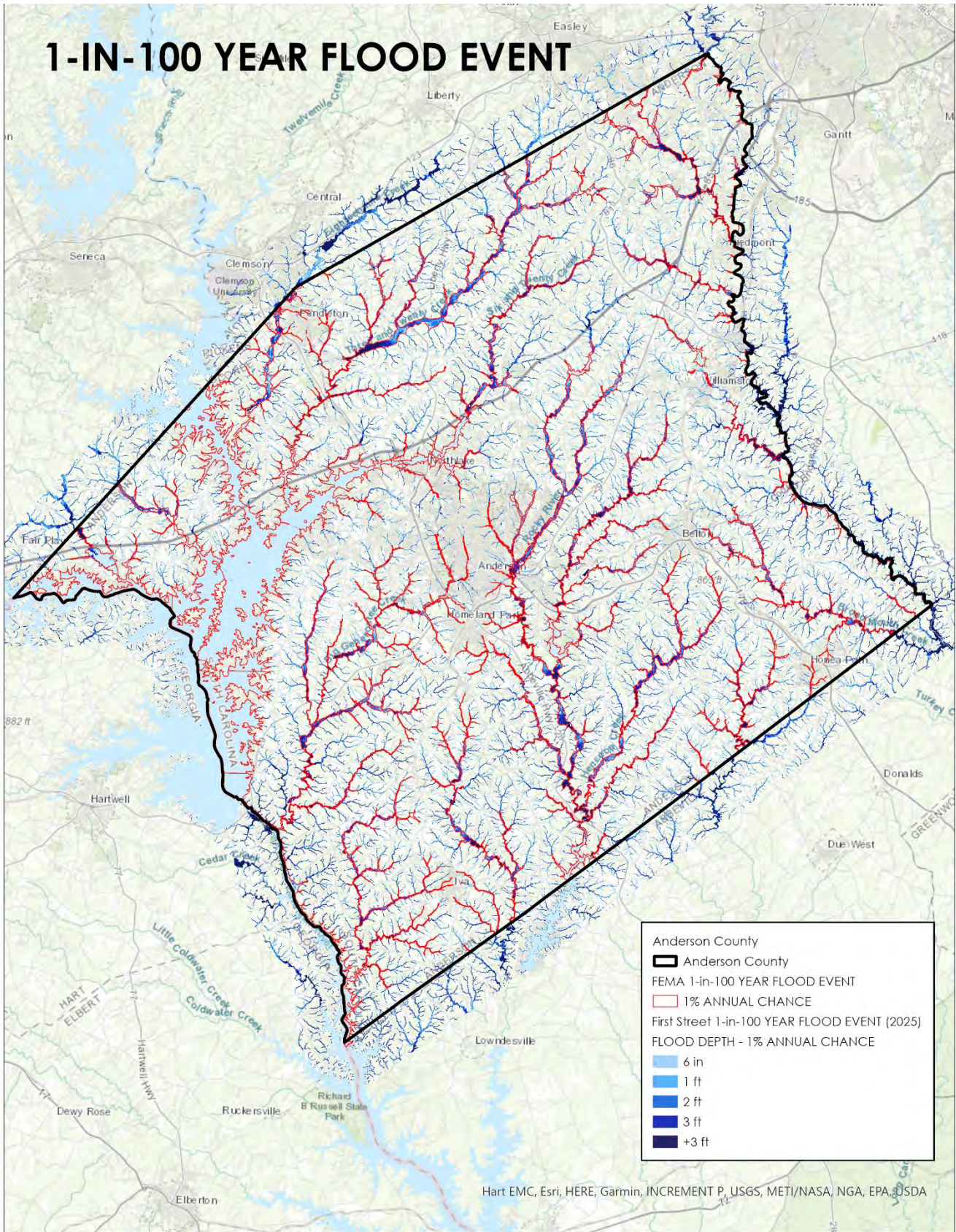
Flooding

Flooding is the most frequent and costly hazard in the United States and is of a moderate risk priority in Anderson County. Flash floods are identified as the most dangerous types of floods as they can occur within minutes or up to 6 hours after heavy rainfall and combine the destructive power of a flood with an incredible amount of speed (NATIONAL CLIMATE ASSESSMENT). The map on the following page layers the county's flood exposure and social vulnerability using data provided by First Street Foundation and the National Risk Index (FEMA). Flood depths are symbolized in blue, ranging from white to light blue, signifying a flood depth of under 1 foot, to a dark blue, signifying a flood depth of over 3 feet. Social vulnerability values are represented in pink, ranging from white to light pink, signifying a low social vulnerability, to a deep coral pink, indicating a high social vulnerability. Some areas at the county's center and in the southeast corner are identified as having a high social vulnerability.



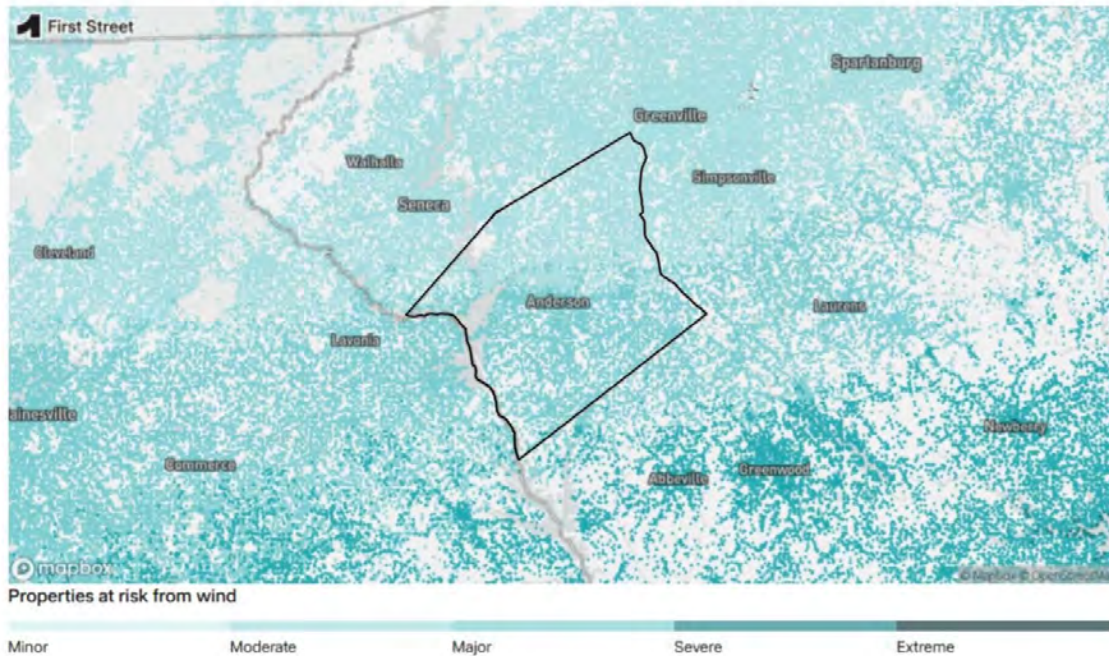
Historically, flood risk has been determined by Flood Insurance Rate Maps (FIRM) that are produced by FEMA. These maps include Base Flood Elevations, Flood Zones, and Special Flood Hazard Areas among others. Hurricane Helene was an intimate example of how these maps are outdated and do not reflect the full scale of the current flood risk within the county. The First Street Flood Model was built on decades of peer-reviewed research and models from climatology, hydrology, and statistics to create an unprecedented U.S. flood model with 98% accuracy between predictions and observed flooding that occurred during Hurricane Helene (First Street). A map of FEMA data overlaid on First Street flood data, highlighting discrepancies and areas of additional risk, emphasizing the need for green infrastructure and other resilient land use and low-impact development strategies to mitigate future flood risks is on the following page.

1-IN-100 YEAR FLOOD EVENT



First Street Wind Factor

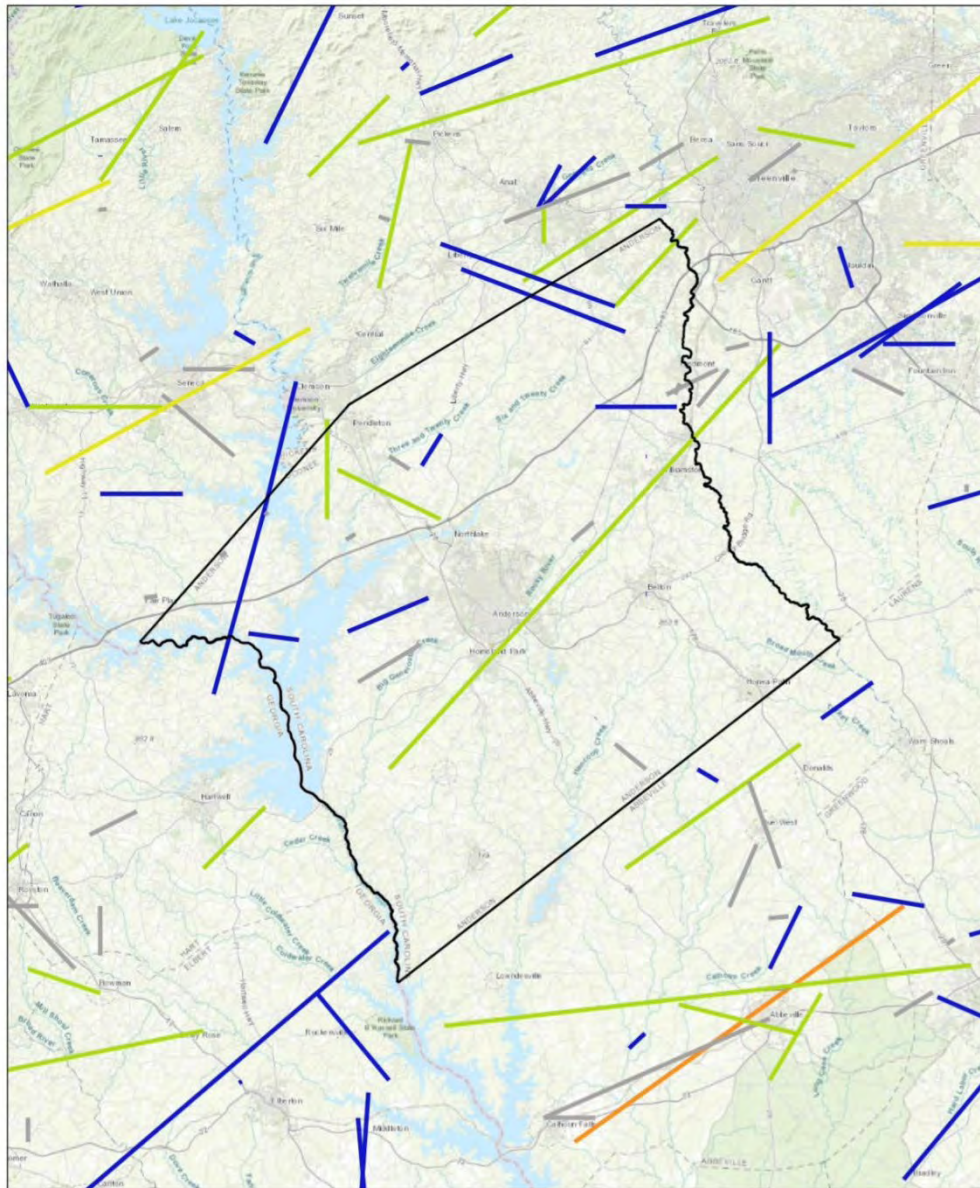
According to First Street, Anderson County has a moderate Wind Factor risk based on the projected likelihood and speed of hurricane, tornado, or severe storm winds impacting it. It is most at risk from severe storms.



Tornadoes (High Wind Events)

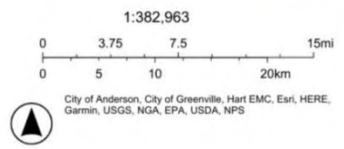
Anderson County has a relatively moderate risk level rating for tornadoes (“FEMA Resilience Analysis and Planning Tool”). Tornado season usually occurs from March to June. South Carolina has recorded a total of 1,305 tornadoes from 1950 to 2024 (“Anderson County, SC Tornado | Homefacts”), averaging twenty-three per year. Since 2014 (“Tornadoes - South Carolina Emergency Management Division”), 114 tornadoes have touched down in the county (“Anderson County, SC Tornado | Homefacts”). Notable tornadoes in Anderson’s history include one in 1924 that “remained on the ground from Anderson County to York County.” This tornado was part of the same system that produced the “Horrell Hill Tornado”, which was more destructive. The two together killed 77 people and injured over 778 more, destroying over 400 homes. In 1933, a tornado hit Belton that destroyed the Blair Mill area and killed 12 people. The largest tornado in Anderson County’s history was an EF-4 tornado that occurred in 1973, causing 30 injuries and 7 deaths. The most recent tornado in Anderson County, an EF-0, occurred in January 2020.

NOAA - Historical Tornado Tracks 1950-2022



NOAA - Historical Tornado Tracks: 1950-2022

- EF-4
- EF-3
- EF-2
- EF-1
- EF-0
- Citations



Tropical Storms & Hurricanes

A tropical storm is a tropical cyclone with maximum sustained surface winds ranging from 39-72mph. When a tropical cyclone increases in speed and attains a speed of 74mph or more, it is categorized as a hurricane (“Tropical Definitions”). Hurricanes are historically recorded in the United States between May and

November, with the peak season from August to October. A total of 238 tropical cyclones have impacted South Carolina between 1851 to 2024, 45 of which made landfall (25 of these were hurricanes) along the coast (“SC HURRICANES COMPREHENSIVE SUMMARY”) causing disaster and wreaking havoc. South Carolina is ranked 5th in the list of states most frequently affected by hurricanes (“South Carolina Hurricanes”).

Hurricane Helene

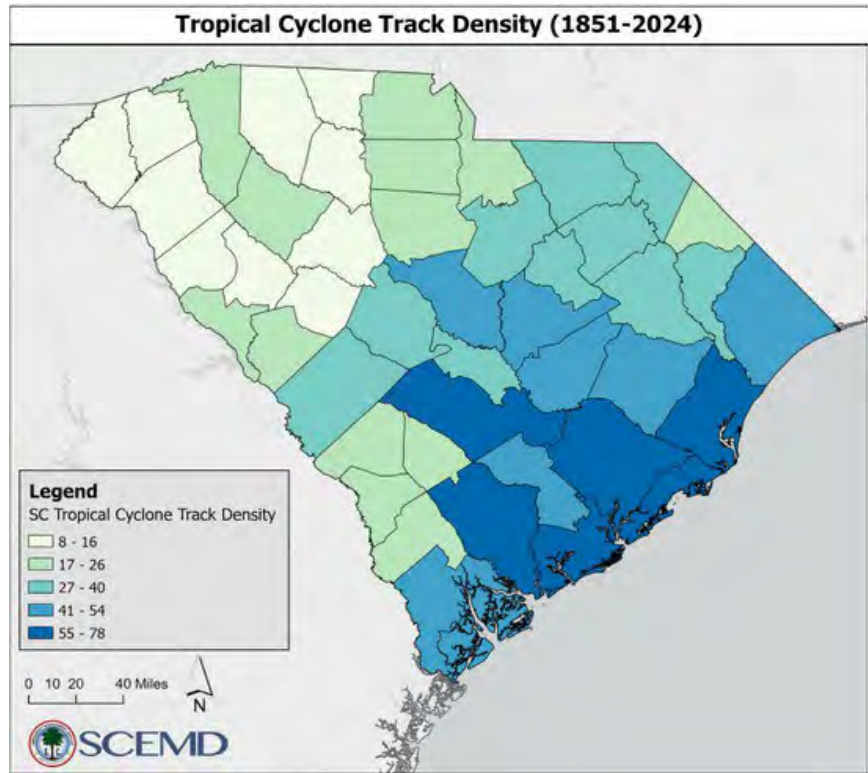
After 11 pm on the night of September 26th, 2025, Hurricane Helene, made landfall in the Florida Big Bend region as a Category 4 hurricane, bringing catastrophic inland flooding, extreme winds, deadly storm surge, and numerous tornadoes that devastated portions of the southeastern United States and the southern Appalachians. Helene is the deadliest hurricane in



the contiguous United States since Katrina in 2005 (Hagen et al.). Anderson County experienced 55mph sustained winds and gusts up to 72mph – causing 194 million dollars in timber and forest damage in the state (“TROPICAL CYCLONE HELENE PRELIMINARY OPEN FILE REPORT Storm History and Impacts Report”). Almost 20 inches of rain fell over parts of the Upstate causing flash

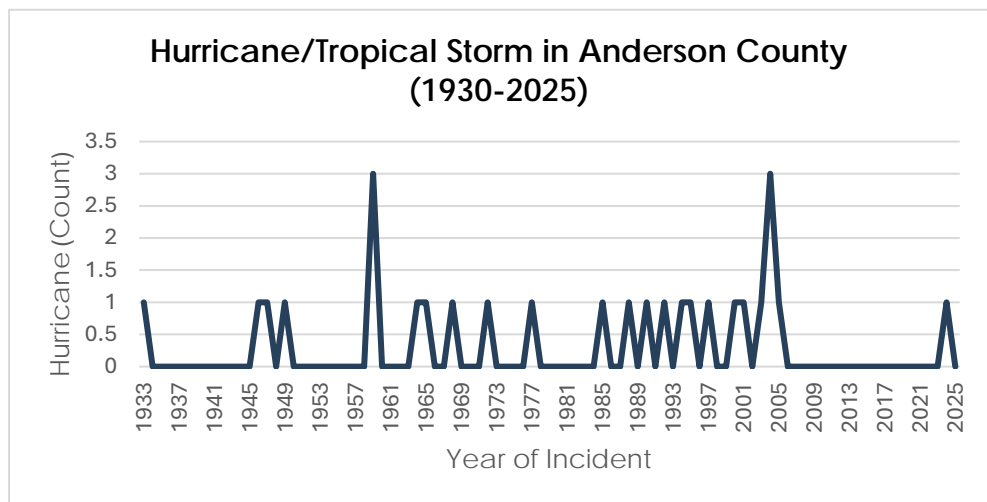
flood emergencies. Anderson County had over 13 inches of rainfall. The Saluda River set a record crest at 20.26 ft.

In South Carolina, 51 people lost their lives as a result of hurricane Helene. Five of those deaths occurred in Anderson County, one of them being an individual who was swept away by flood waters (Rose). 600 County roads were closed, including some that were washed out and will remain closed for the foreseeable future.



Power outages kept nearly 95,000 county customers without power for more than a day after the storm. Many residents went 7 days without power—some longer, causing significant disruptions, creating challenges in accessing essential services, and preventing perishable food from spoiling. Hundreds of power poles were broken (Rose).

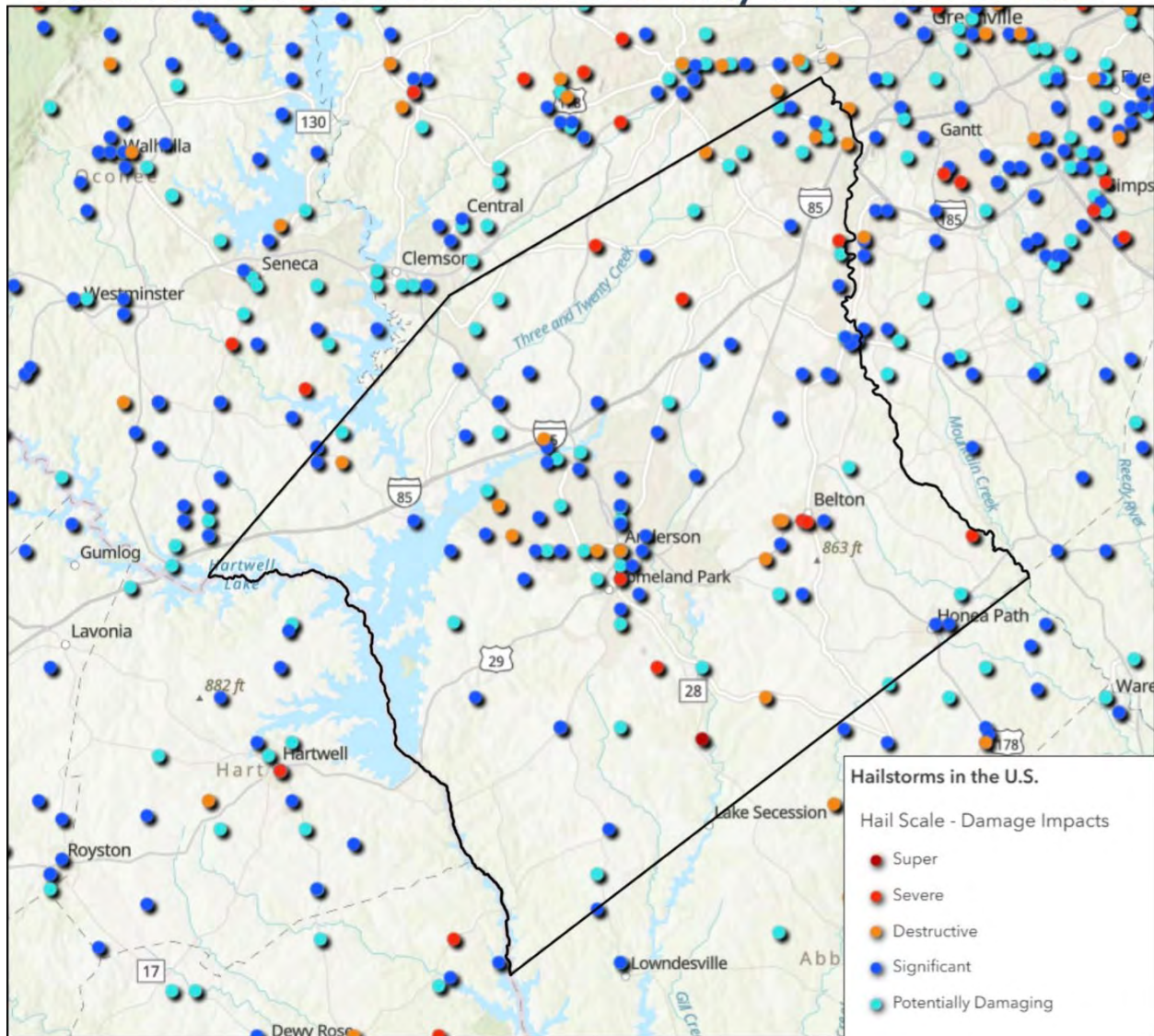
“Anderson County looks like a war zone” - Rusty Burns, County Administrator (Anderson Independent).



Hailstorms, Thunderstorms and Heavy Precipitation Events

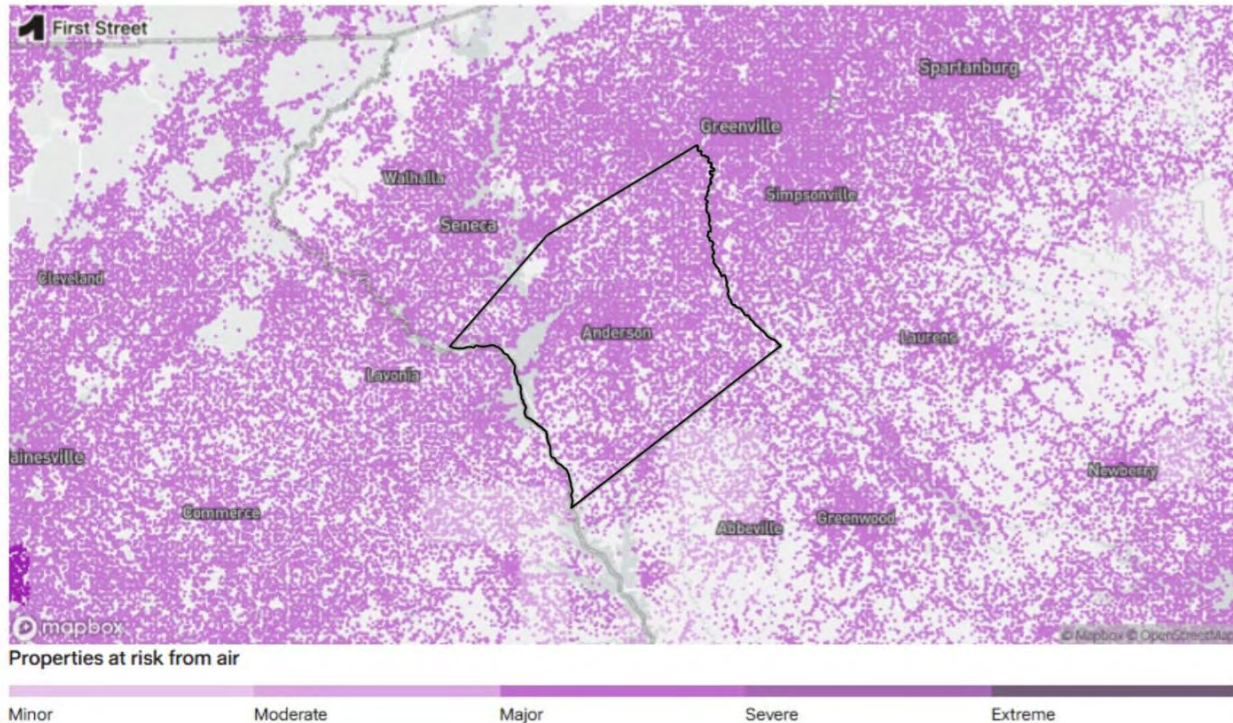
Anderson County recorded a total of 139 hailstorm events between 1963 and 2024. The increase in the severity of hailstorm events in the U.S. cause significantly more property damage than tornadoes. In 2023 alone, hail-related damage totaled \$40 billion, making it the leading cause of weather-related property damage in the country. Fortunately, Anderson County is a low-risk area and has experienced minimal damage to crops and properties, with no reported injuries or deaths due to hailstorms (“Storm Events Database - Search Results | National Centers for Environmental Information”).

Hailstorm Events in Anderson County from 1963 to 2024



Air (First Street)

According to First Street, Anderson County has a moderate risk from air quality. Although Anderson County has worse air quality than 93% of counties in South Carolina based on the number of poor air quality days. (First Street)

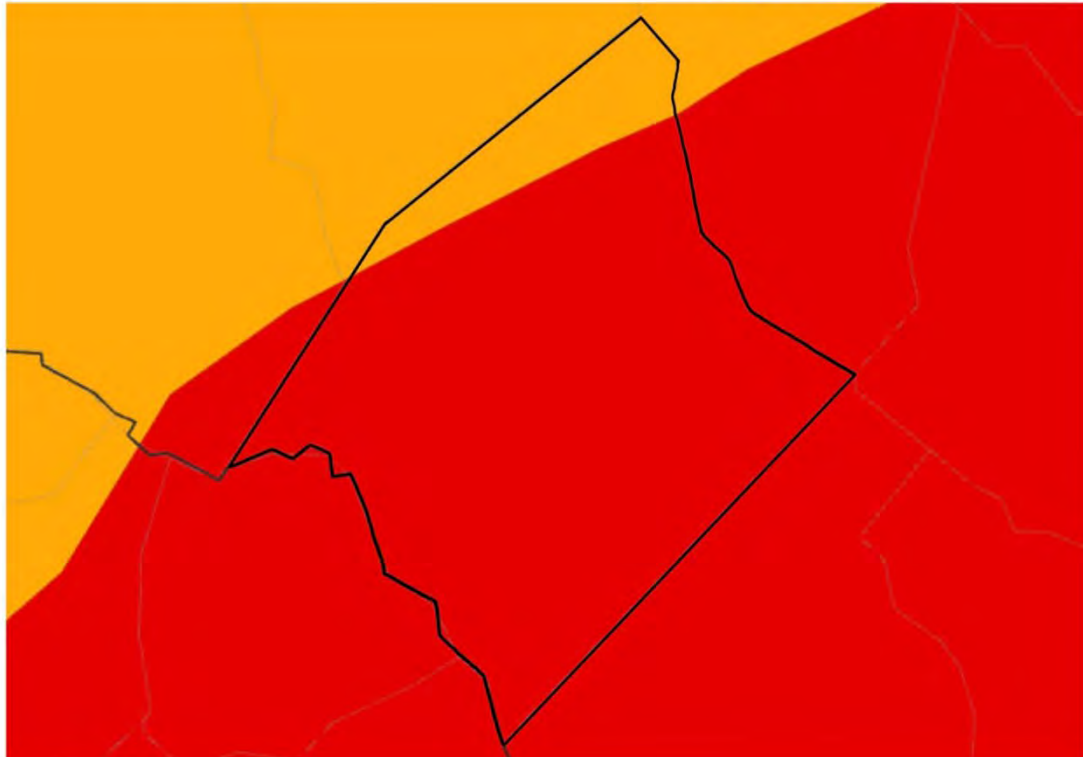


Drought

Droughts occur during a prolonged period of little to no rainfall²¹. When they occur, it means that the dry weather has persisted long enough to have significant environmental (including agriculture and ecosystems), economic, and social (including communities) impacts. Droughts can be classified into different categories: meteorological, agricultural, hydrological, and socioeconomic. Meteorological droughts are region-specific and occur when an area receives at least 25% less rainfall than it typically receives in comparison to previous years. Agricultural droughts occur when there is insufficient soil moisture during the crop period, leading to reduced crop yield (Aditya Abhishek). Hydrological droughts occur when there is a lack of surface and subsurface water supply. Socioeconomic drought occurs when the demand for an economic good exceeds supply due to a weather-related shortfall in water supply (“Types of Drought”). Anderson County falls in the Southeastern region which is an area that

is susceptible to periodic droughts that often stress agriculture as well as ecosystems. As of February 24, 2026, 88.78% of the county was experiencing extreme drought and 11.22% was experiencing severe drought.

U.S. Drought Monitor



U.S. Drought Monitor Categories

- | | |
|---|--|
|  D0 - Abnormally Dry |  D3 - Extreme Drought |
|  D1 - Moderate Drought |  D4 - Exceptional Drought |
|  D2 - Severe Drought | |

Source(s): NDMC, NOAA, USDA, NASA
Data Valid: 02/24/26

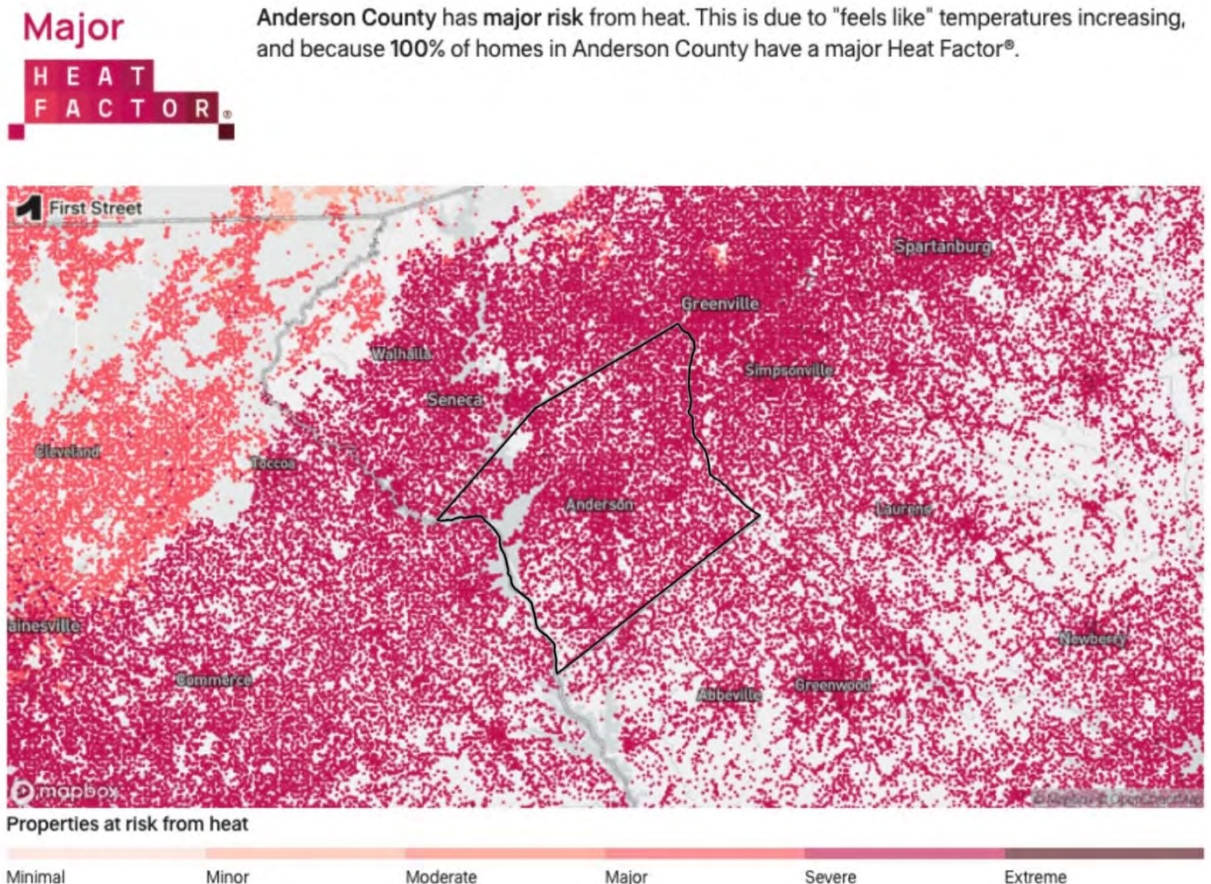
Drought.gov

Extreme Heat

Extreme heat is defined as unusually high temperatures and humidity in a specific area compared to the average temperatures for that time of year (*Climate Change and Extreme Heat*). It becomes hazardous when it lasts for extended periods, classified as a heat wave.

The Urban Heat Index map of the county displays the areas which have a medium to high heat index along major interstates or highways including Interstate 85, Highway, 76 and 29 and within the various urbanized municipal boundaries. The Heat Factor map, produced by First Street, depicts the number of properties vulnerable to extreme heat conditions.

In 2024, 114,446 properties were identified to have a major heat risk, whilst 235 were identified as a severe heat risk. The high level of vulnerability of buildings within the county as a result of heat indicates the importance of integrating heat

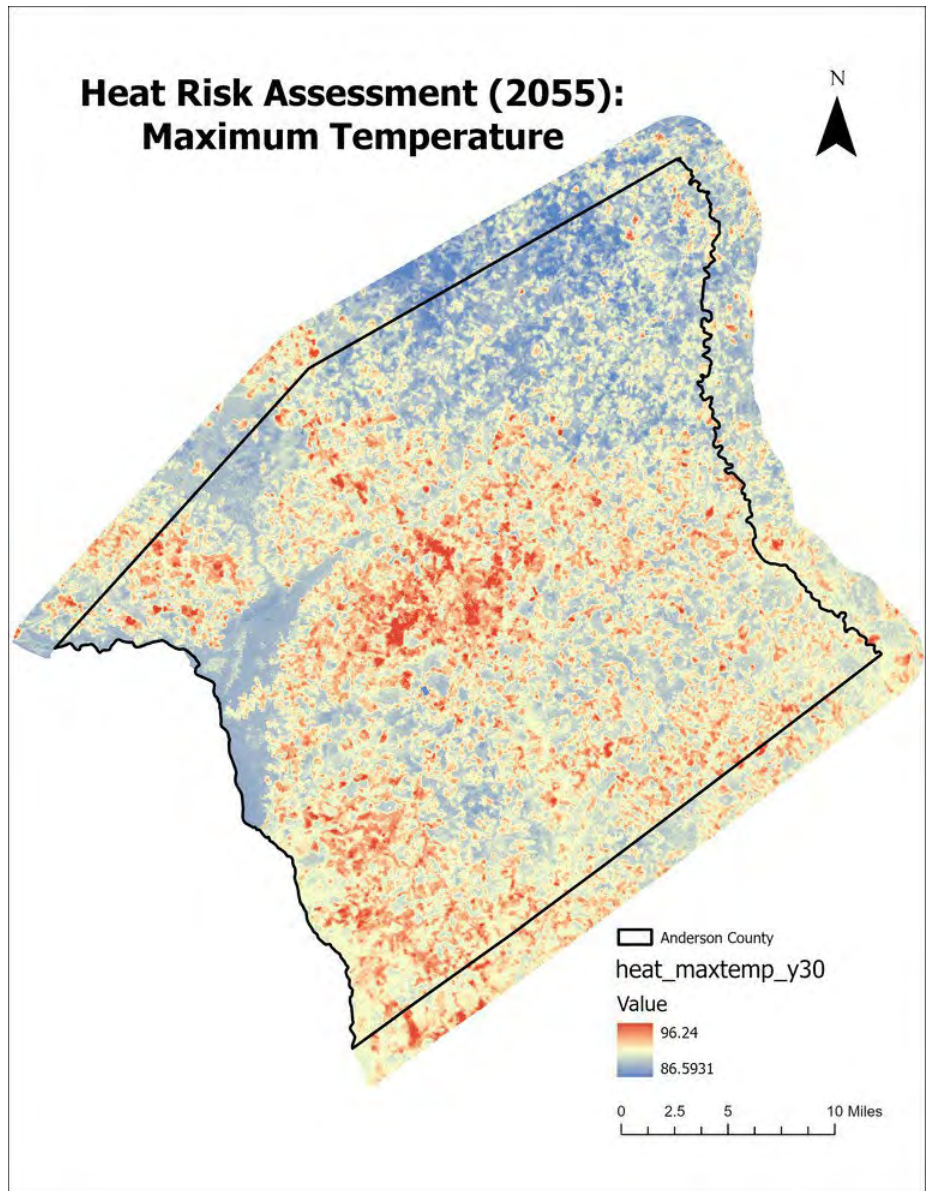


resilient design (including green infrastructure and Low Impact Development (LID) into future planning activities.

The Heat Risk Assessment map for the year 2055 is a map that illustrates the projected maximum temperatures within Anderson County for the year 2055. It is a forward-looking map, considering heat model predictions, 30 years in advance.

The areas shown in bright orange represent higher maximum temperatures of 96.2 degrees Fahrenheit (°F) whilst the blue areas show lower maximum temperatures of 86.6°F.

The orange areas are concentrated in the central and southern parts of the map which are more urbanized areas and so are a likely result of urban heat island effect. The blue areas correspond to cooler areas including water bodies, vegetative cover and less urbanized or built-up areas.



Wildfires Risk

Wildfires are large and destructive fires that occur in the wilderness as a result of a wide range of reasons, including weather events such as lightning. When these fires occur, the presence of vegetation serves as fuel, causing the fires to become more widespread and intense, making them difficult to control.

The Upstate region of South Carolina has been subjected to a number of wildfires in the past. In 2025, both Pickens and Greenville counties experienced wildfires that were contained. The

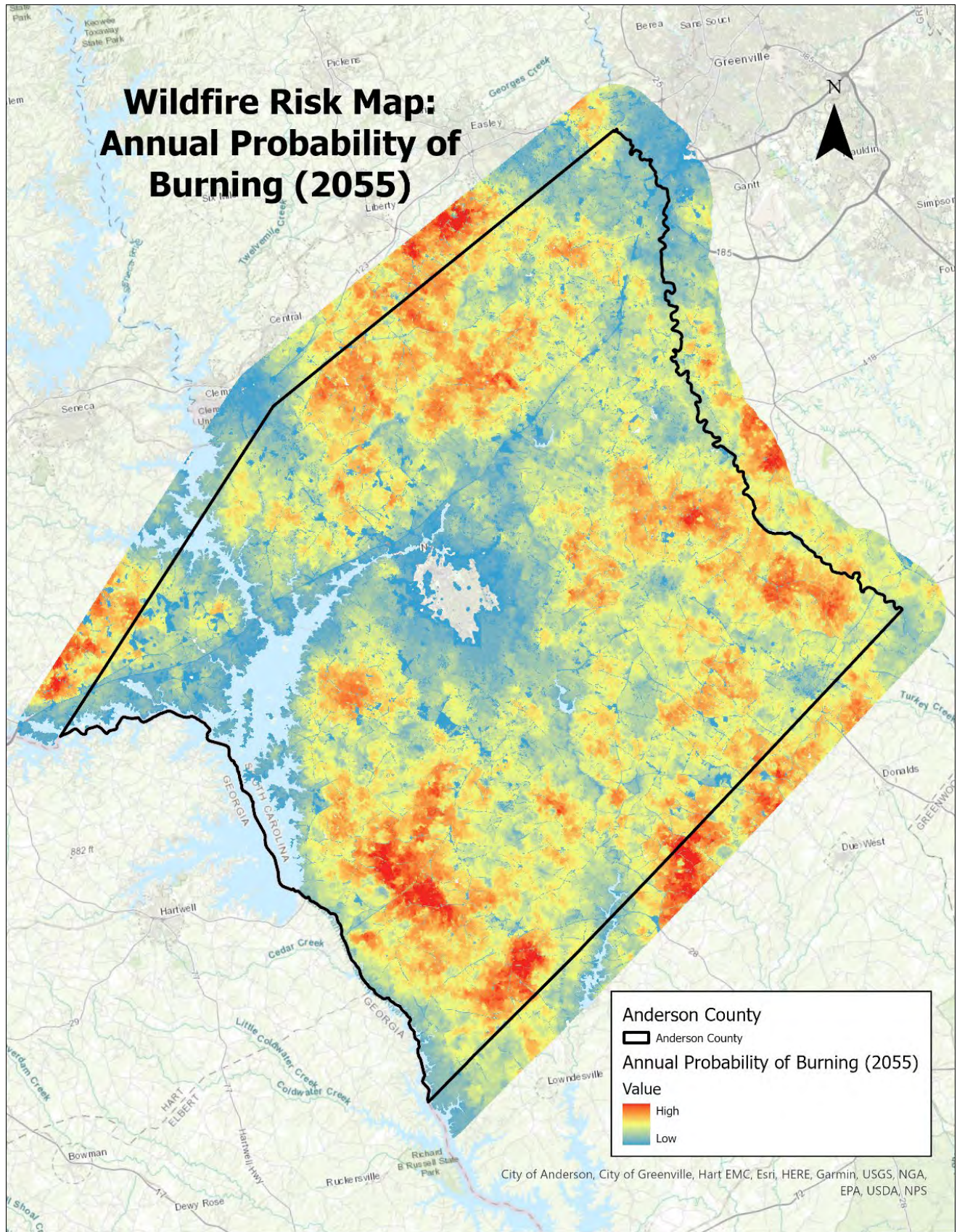
Table Rock Fire (in Pickens) began on March 21, 2026 and burned over 13,845 acres and remained active past August 15, 2026. Similarly, the Persimmon Ridge Fire (in Greenville County) burned over 2,128 acres (“Wildfire Map: Track Live Fires, Smoke, & Lightning | Map of Fire”). These fires,

became known as the “Table Rock Complex.” were worsened by existing dry conditions, wind, and plenty of fuel on the ground left behind by Hurricane Helene. Both counties are neighboring to Anderson County and serve as a caution. Anderson County has experienced its share of fires throughout its history including the 1845 Brick Range Fire, and the Great Fire of August 13, 1913, or 1914.



NOAA predicts an alarming increase of 300% of the risk of very large fires in the Southeastern US by the middle of the 21st century (2041-2070) (“A Green Infrastructure Plan to Restore, Connect, and Protect South Carolina’s Habitats”).

Older adults, people with disabilities, people with low income, and those with language barriers are the most at risk. Using data collected by First Street this map illustrates the projected wildfire risk of Anderson County in 30 years. The map depicts the annual burning probability of an area if a fire was to occur in the year 2055. The areas represented in blue have a low burn probability while the yellow to red areas have a moderate to high probability of burning. Lake Hartwell, one of the county’s major geographic features, also represents a low-risk area because of the presence of ample water.

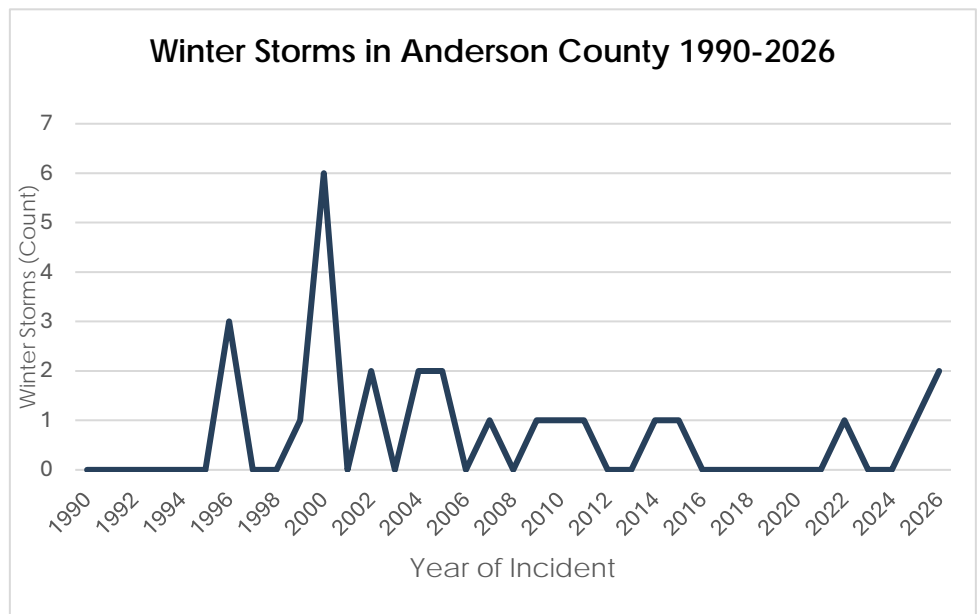


Earthquakes

Earthquakes are the sudden, rapid shaking of the earth, caused by the breaking and shifting of underground rock (*How to Prepare for an Earthquake*). There is no reliable way to determine the time, place, and size of an earthquake. Most earthquakes occur along plate boundaries however earthquakes that occur within a tectonic plate are known as intraplate earthquakes. SC earthquakes are intraplate earthquakes. Seismologists generally believe that earthquakes can occur where they have previously occurred. The most recent earthquake to take place in the county was in August of 2022 off Abbeville Highway between High Shoals Road and Middleton Road – it was a magnitude 2 (“Recent Earthquakes - SCDNR”). Anderson County has a low risk, specifically a 2.55% chance of earthquakes occurring within the next 50 years (“Anderson, SC Earthquakes | Homefacts”).

Winter Weather & Ice Storms

Winter brings a variety of extreme weather conditions including heavy snow, freezing temperatures, ice accumulation and wind chill. Winter storms sometimes cause damage to properties, infrastructure, crops as well as pose safety risks to human life such as hypothermia and frost bite.



The most snow recorded in Anderson in the calendar year was 13 inches, in 1930. In 2025, Anderson recorded 1.1 inches of snow (“Most Yearly Snow in Anderson History”). In January of 2026, back-to-back winter storms took place. Anderson

County declared a state of emergency on January 22, 2026, ahead of the first winter storm that took place on January 23rd with an accumulation of an inch of snow in parts of the county (Medley). The following weekend, January 31st, a winter storm brought snow and ice with parts of the county accumulating 3-5 inches of snow and ice mix (Meadows).

Health Hazards

Resilience cannot be discussed without remembering the COVID-19 pandemic and the need to act quickly when our community's health became vulnerable. It brought the importance of healthcare to the forefront in our county. It highlighted the strengths (resilience) and weaknesses (vulnerabilities) of our healthcare system and our citizens to respond to major stressors. The pandemic also highlighted the importance of other infrastructure such as telecommunication systems, food and water supply chains that enable individuals and institutions to keep moving forward.

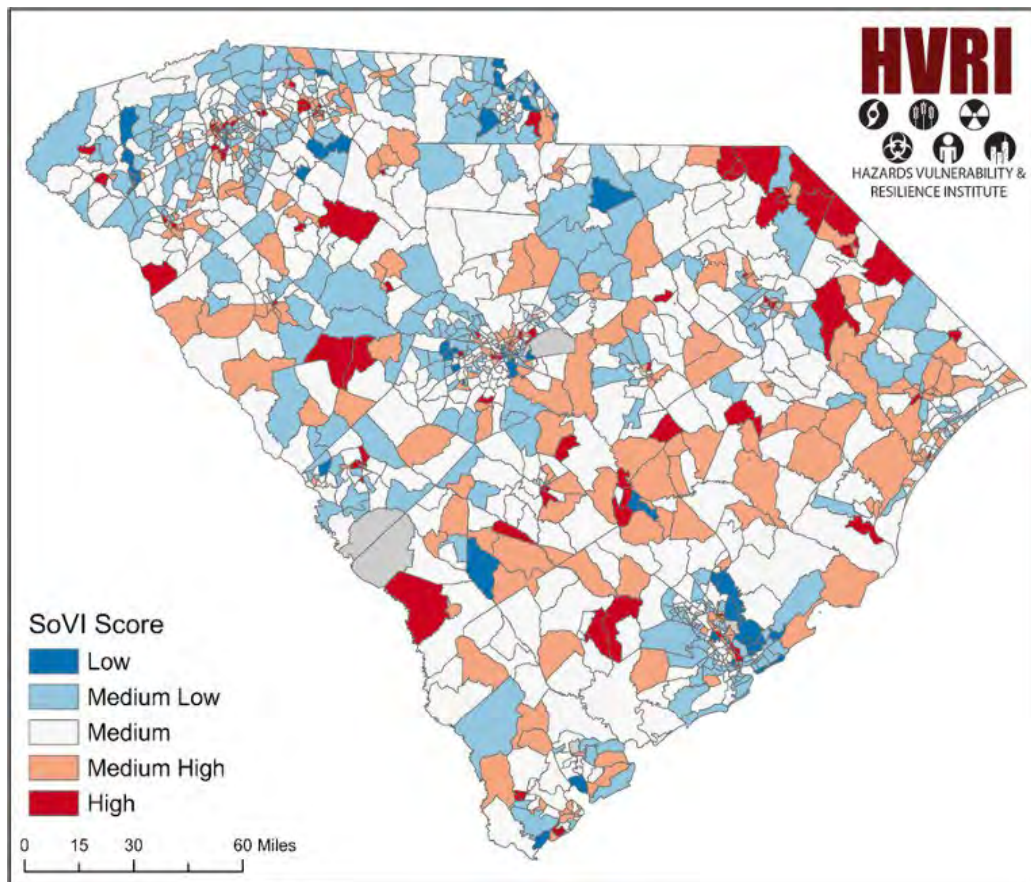
Social Vulnerability Indices (SoVI)

In discussions concerning hazards and emergency management, it is important to consider two concepts: social vulnerability and community resilience.

Social vulnerability refers to the social and economic systems that affect a community's ability to prepare for and respond to hazards including food and disease outbreaks. Factors such as income, age and housing conditions affect how different groups experience and respond to these events.

Community resilience, on the contrary, signifies the strength of local participation, planning capabilities, and social cohesion within a community. While social vulnerability points out the limitations encountered by specific populations, community resilience focuses on the existence of local systems, resources, and networks which allow for effective response and long-term recovery. It is possible for a community to be socially vulnerable but have strong community resilience and vice versa. When used together, these two factors assist with identifying places within the community where residents may require additional support, prioritized investment, or improved hazard preparedness measures (*Social Vulnerability Index: Anderson County, South Carolina*).

The Hazards Vulnerability and Resilience Institute (HVRI), located in University of South Carolina's Department of Geography created the Social Vulnerability Index (SoVI) which makes use of twenty-eight demographic variables representing a community's level of vulnerability to hazards and natural disasters while considering their social conditions. Another index known as the Baseline Resilience Indicators for Communities (BRIC) index (Habets), co-produced by SCOR and HVRI, is made up of fifty-two variables including health insurance, employment rate, and public transport access. All are grouped into 6 resilience capitals and demonstrate the preparedness of a community. Both indexes are determined on a census tract scale to reduce the margin of error. The map below was prepared using data collected by HVRI on a census tract scale. It depicts the SoVI of South Carolina.



Lifeline Maps

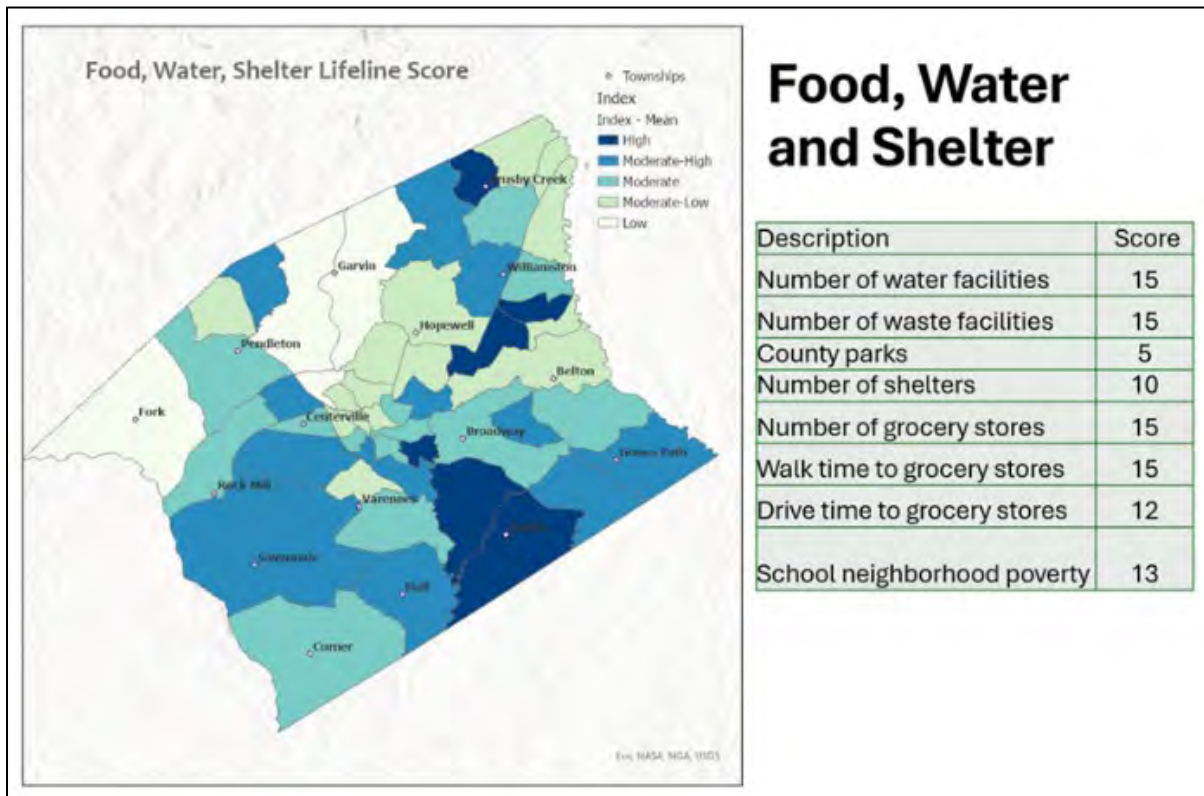
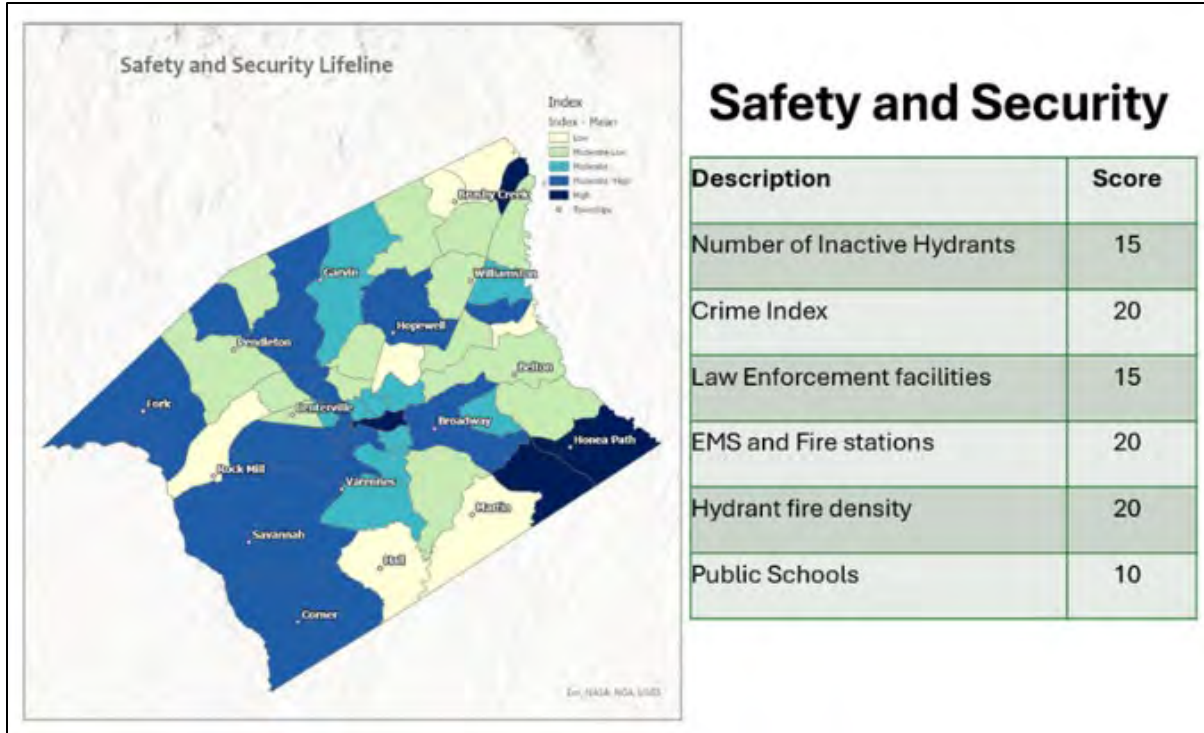
Lifelines are the fundamental services in the community that ensure the continuous operation of critical government and business functions and are essential to human health, safety, and security (“Community Lifelines”). Resilience planning depends on these lifelines to be maintained during and after an event. There are currently 8 lifelines that have been identified by FEMA.

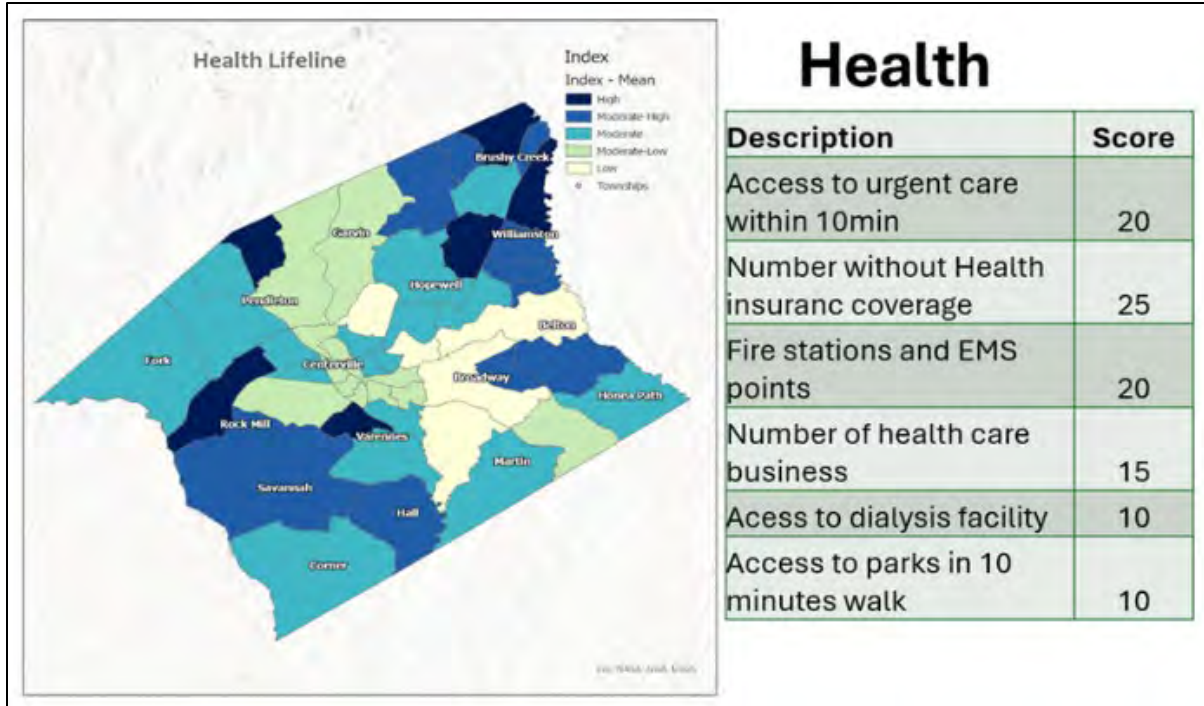
The US Department of Homeland Security (DHS) has developed a free tool ‘Community Lifeline Status System’ (<https://clss-cusec.hub.arcgis.com/>) for counties to register.

The 8 lifelines can be found below:



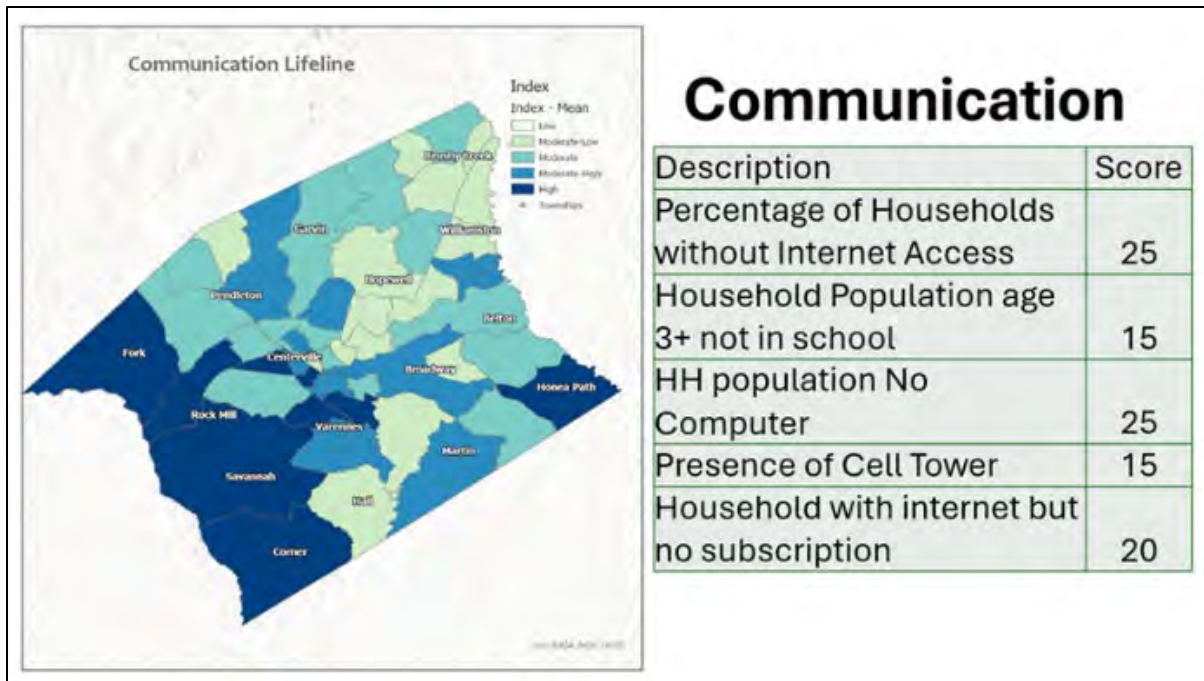
For the purpose of this Resiliency Element, local discussions determined weights among the criteria for Community Lifelines. In subsequent plans, it is advised that the Community Lifeline Status System tool by DHS be taken advantage of to give more accurate and detailed results.





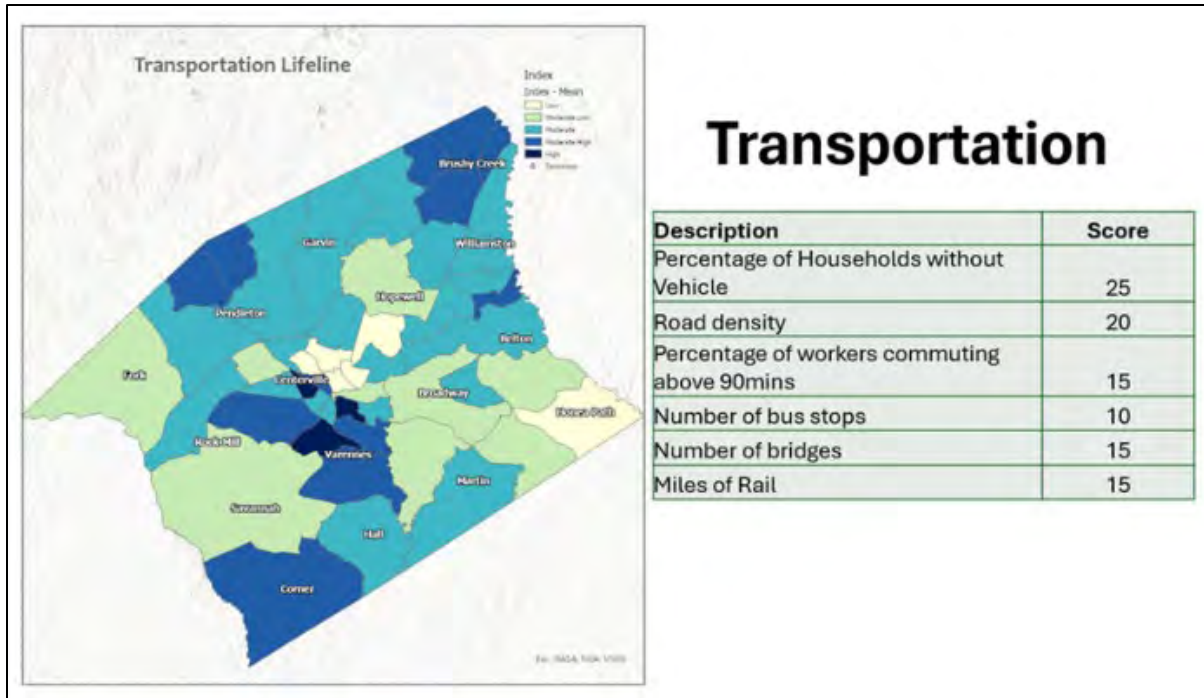
Health

Description	Score
Access to urgent care within 10min	20
Number without Health insurance coverage	25
Fire stations and EMS points	20
Number of health care business	15
Access to dialysis facility	10
Access to parks in 10 minutes walk	10



Communication

Description	Score
Percentage of Households without Internet Access	25
Household Population age 3+ not in school	15
HH population No Computer	25
Presence of Cell Tower	15
Household with internet but no subscription	20



Other Resilience Elements

It is impossible to discuss resilience without considering other aspects that relate to the residents and their well-being. Some of these areas, including health, transportation, and economic resilience, have been discussed in previous sections. Energy and food resilience are discussed below.

Energy Resilience:

The National Climate Study identified energy production and its dependence on water availability as a key concern in the Southeast, given the region's growing population and large, diversified economy. An increasing number of high-heat and dry days, as the climate warms, threatens efficient power generation, particularly when using natural gas and water-intensive nuclear power. This is particularly important given the operation of the hydroelectric plant at the Hartwell Dam.

The County's Hazard Mitigation Plan must consider the vulnerability of the County's population when it comes to risk from dam breaches, power grid failure, and similar catastrophes, whether due to natural disasters or acts of terrorism. Dams, power grids, and other major infrastructures are particularly vulnerable to

terrorism. We have come to realize in the past couple of decades that appropriate planning and precautions have become a necessary part of life.

Food Resilience:

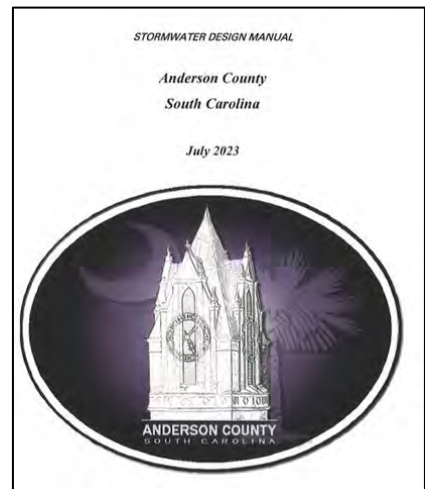
Access to food is essential for our community to survive and thrive, and agriculture is a large portion of our county’s economy. Livestock, as addressed in previous elements of the Comprehensive plan, is an important industry in the county. However, the National Climate Study notes that these animals are particularly “vulnerable to heat stress.” Additionally, changes in climate or precipitation will change what plants are able to grow in our region. Frost prone plants may be aided by increased winter temperatures, while drought and hot weather will be devastating to other crops. Drought and increased temperatures requiring more irrigation and water usage will further deplete water supplies.

Tools and Existing Protective Measures

Anderson County has several plans and regulatory tools that work together to reduce hazard risks, promote resilience, and protect public safety. These resources must be regularly updated and coordinated across departments and cross-county jurisdictions to remain effective.

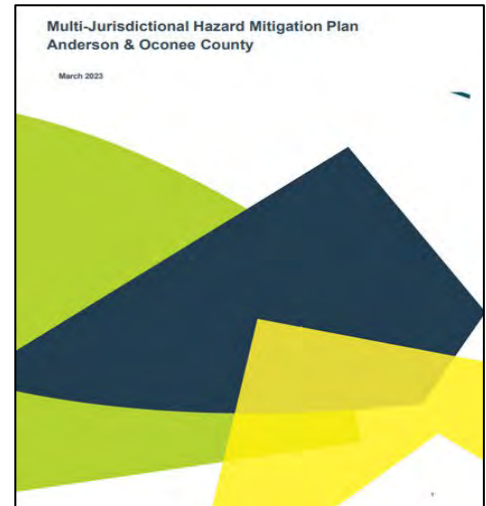
Stormwater Design Manual

The county’s Stormwater Design Manual and Stormwater Management and Sediment Control Ordinance set standards for managing stormwater runoff, controlling sediment and erosion, protecting wetlands and watercourses, and improving water quality. They establish design, construction, and maintenance requirements for drainage systems to mitigate flood risk and minimize environmental impacts associated with development.



Hazard Mitigation Plan

Through the Anderson County & Oconee County Natural Hazards Mitigation Plan (developed in compliance with the Federal Emergency Management Agency (FEMA) March 2023), the county identifies and addresses risks from natural hazards. The plan is updated annually and fully reviewed every five years to guide hazard mitigation actions and secure federal disaster funding.



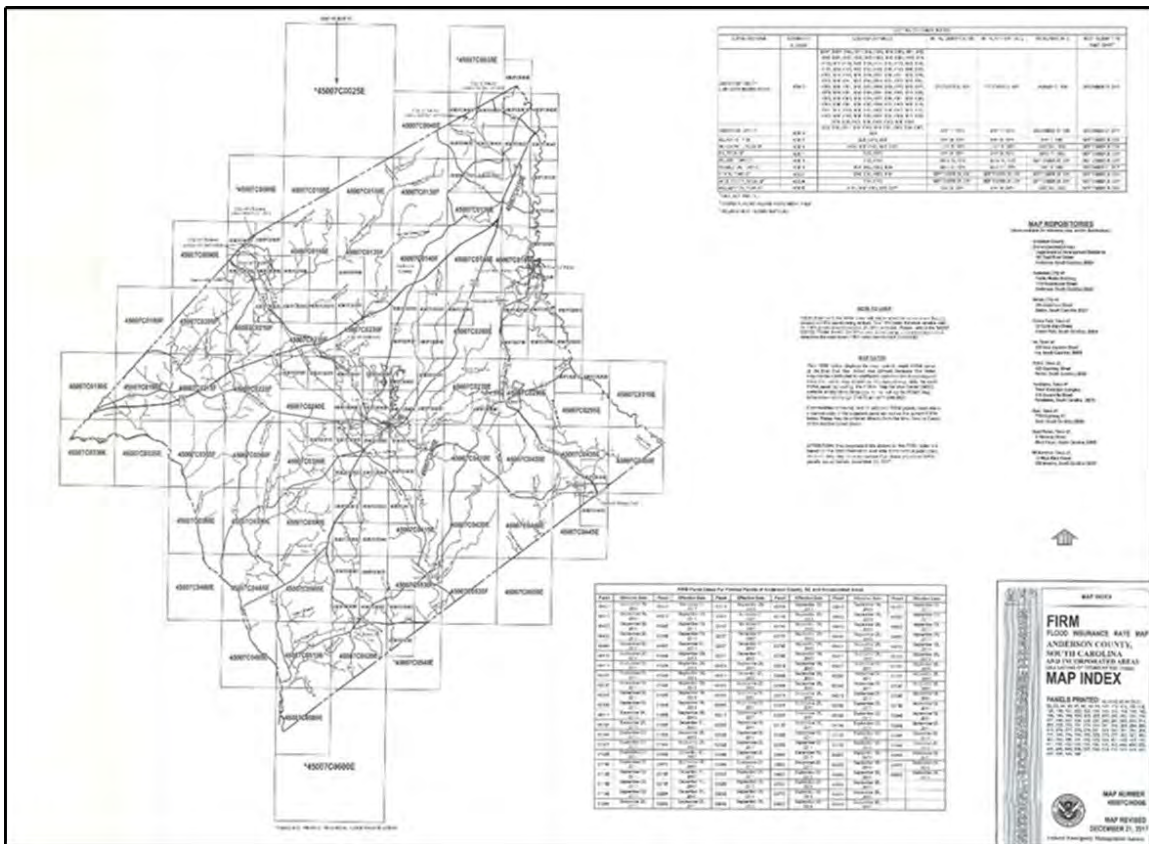
Green Infrastructure Plan

The Green Infrastructure Plan (2016): Green for Future Generations promotes integrating green spaces and ecological systems into county planning. It encourages resilient flood and water management, biodiversity protection, agricultural land conservation, cultural landscape preservation, and expanded public access to nature. Even though green spaces have been lost to development, the plan is still valid because the majority of the green spaces remain.

Flood Insurance Rate Maps

Additionally, the county uses Flood Insurance Rate Maps (FIRM) from FEMA to identify flood zones and communicate risk to the public, and it enforces the Flood Damage and Prevention Ordinance to regulate development in flood-prone areas. This ordinance minimizes public and private losses, ensures compliance with the National Flood Insurance Program, and helps preserve the natural functions of floodplains.

Together, these tools provide a comprehensive framework for reducing hazard risks, protecting natural systems, and building long-term resilience across Anderson County.



Recommendations

Guiding Policy

Resilience planning has taken a turn for the better. It is no longer reactive only only responding to hazards and disasters. True resilience planning is proactive and tackles hazards at their source, developing strategies, habits, and actions that may appear minor individually but collectively play a crucial role in enhancing Anderson’s safety, habitability, and sustainability for future generations.

This element is guided by the South Carolina Code of Laws and informed by principles from the South Carolina Office of Resilience (SCOR) and the American Planners Association (APA), as well as existing long-range plans and ordinances for the county.

Recommended Policy Champions

Anderson County Council

Anderson County Planning Commission

Anderson County Emergency Management Division

Anderson County Planning and Community Development Department

Anderson County Building and Codes Department

Anderson County Development Standards Department

Anderson County Environmental and Code Enforcement Department

Anderson County Stormwater Department

Anderson County Parks and Recreation Department

Anderson County Clemson Extension

Anderson County Soil and Water Conservation District

Anderson County Watershed Protection Council

South Carolina Office of Resilience

Resiliency Strategies

Educate countywide personnel on state-sponsored resiliency programs.

Resiliency Actions

Create a long-range planning division within the Planning and Community Development Department to serve as a liaison between the county and South Carolina Office of Resiliency to implement resiliency strategies.

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TRANSPORTATION



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INTRODUCTION

A well-maintained and well-connected transportation system is necessary for a dynamic and growing county. The Transportation Element considers the entire transportation system from interstates to farm-to-market roads; from walking trails to bike routes; from pedestrian projects to public transit. It considers the current state of transportation, focusing on the road network. The County is responsible for all aspects of the roads it owns. Although it has some input into the decisions regarding roads owned by the South Carolina Department of Transportation (SCDOT), goal setting, policy decisions, and financing responsibilities lie with partner agencies under the direction of SCDOT and federal laws. The Element describes the transportation network and incorporates the plans (by reference) of the agencies who have jurisdiction over transportation planning and implementation.

Anderson County's transportation system itself includes multiple components: railway lines, the Regional Airport, a public transit system (Electric City Transit operated by the City of Anderson), and a network of local, collector and arterial roads and one Interstate. All transportation modes are important, but the fact remains that roads move the vast majority of people and freight in this County. Also, roads, with their varying characteristics, are a major factor affecting local land use decisions. The S.C. Local Government Comprehensive Planning Enabling Act of 1994 (as amended) calls for the Transportation Element to be developed in coordination with the land use element to ensure transportation efficiency for existing and future development.

Transportation planning is a complex and costly process that includes data collection, needs assessment, goal setting, alternative development, environmental and social impact assessment, plans for funding, implementation planning, monitoring, and public involvement. Engineering and construction are exponentially more expensive. This Element also serves as a call for the County to fully participate with transportation partners in choosing priority network improvements, getting a handle on access to properties so as not to degrade carrying capacities, and linking new and repurposed land uses along these roads to the land-use regulatory process.

There are several main partners in the Anderson County transportation mix which makes it more important to collaborate on priorities for the total network to operate as a well-designed and efficient system. None of these agencies are adequately funded for meeting local transportation needs. The Partners include the following:

- Anderson County Roads and Bridges Department
- Anderson County Transportation Committee (“C” Funds)
- South Carolina Department of Transportation (SCDOT)
- Anderson Clemson Area Transportation Study (ACATS)
- Greenville Pickens Area Transportation Study (GPATS)
- Appalachian Council of Governments (ACOG)
- Municipalities

Traffic increases with growth, and growth is generated by economic prosperity. Quality of life is impacted by growth associated with traffic congestion on Anderson County roadways—greater travel times, more accidents, and air pollution. Economic prosperity is preferable to stagnation and despite the perceived deleterious effects of traffic, the former context is generally preferable to the latter. Stopping growth is not acceptable to most residents and businesses in the long term since it results in higher property taxes and a reduction in available jobs. Growth brings inconvenience and expense, but it carries a surplus reinvestment in infrastructure and quality of life. Appropriate land use regulations aim to locate growth to areas with adequate infrastructure as a means to reduce residential conflict.

A closer analysis of the entire road network is necessary to determine where operational improvements are implemented so the system operates at its maximum capacity. There are relatively inexpensive options to help with travel times or designs that reduce the number of accidents. It requires a look at functional classifications, traffic counts, peak hour trips showing locations of congestion, accident locations, etc. Mapping such items reveals issues and possible remedies.

Inventory Of Existing Conditions

The roads in Anderson County form an extensive network that accommodates all types of trips. Many citizens are unaware of where the responsibilities, the costs, and the possibilities begin and end. There are over 3000 centerline miles of public roads in the County that include arterials, collectors, and minor roads, along with the vehicle bridges and large drainage culverts required to make them functional. The impact of roads on both the State's and the County's budgets is overwhelming. The County continues to pursue the means to adequately fund road maintenance and improvement.

The Road Network

The road network in Anderson County includes all the roads owned by the County and the State. The main network concerns of residents and businesses are the backlog of maintenance and rush hour traffic congestion that chokes the efficiency of the system. Network considerations include functional classifications, traffic density, and accidents. Funding and prioritization are issues that plague the transportation partners daily. Partners' project planning and programming factor into the efficiency of the system.

Functional Classification of Roads

Defining functional classifications and assigning them to all roads is vital in examining the functionality of the Countywide road network. Interstates and arterials promote mobility and traffic flow over direct property access, while local roads promote direct access over mobility and traffic. Collector roads serve as links that carry traffic to arterials. See the map on page 5.

An important part of a well-planned roadway network is the relationship and hierarchy of roads to land uses. Functional road classifications describe the character of service intended for the roadway and degrees of travel mobility and land access. An optimum roadway system balances mobility and access.

Section 24-115 of the Anderson County Code of Ordinances addresses Intensity Standards that require a Traffic Impact Study if a project generates 100 or more peak hour trips. All roads in the County are classified on the basis of their traffic carrying capabilities, their general function in the traffic circulation system, and

the existing land use of abutting properties. In Anderson County, the classification groupings include minor local, major local, collector, and arterial roads which are defined below. These definitions can be used in several ways to regulate land use. It is important for County departments to have common definitions.

Minor local roads are designed primarily to access abutting properties. This road type normally terminates in a cul-de-sac, loop or other turnaround, with no more than two access points. These roads are generally thought of as neighborhood or subdivision roads. The maximum ADT (average daily trips) is 500 trips for one access point. The maximum ADT is 1000 trips for two access points.

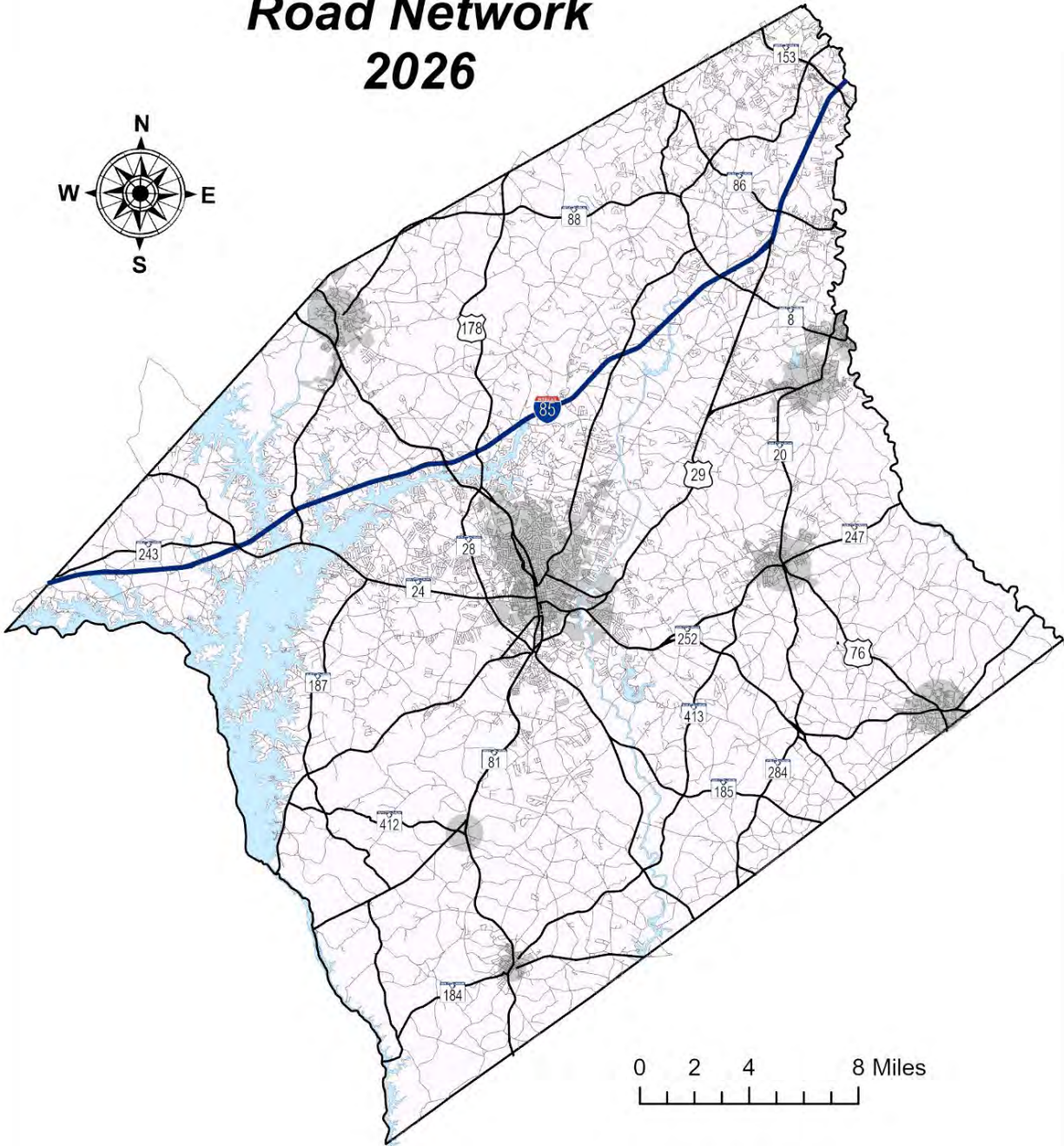
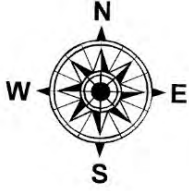
Major local roads are designed to access abutting properties. This road type is characterized as one having two or more access points and receiving traffic from minor local roads. These roads are generally known as farm-to-market roads. They are not suitable for large traffic generators or attractors without major upgrades. The maximum ADT is 1600 trips.

Collector roads connect local access roads to the highway systems major and high-speed arterial roads. They provide both land access and traffic service for residential subdivisions, commercial and industrial areas. Collector roads form barriers between neighborhoods and are designed for higher speeds and traffic volumes than minor or major local roads and shall not be designed as a cul-de-sac. Optimum property access is controlled so as not to deteriorate the carrying capacity of the road. There is no maximum ADT.

Arterial roads are designed to carry thru traffic and intra-county traffic. Arterial roads are characterized as having access control, channelized intersections, restricted parking and signalization. The concept of service to abutting land is subordinate to the provision of travel service. The carrying capacity of these roads is protected in the land use regulations.

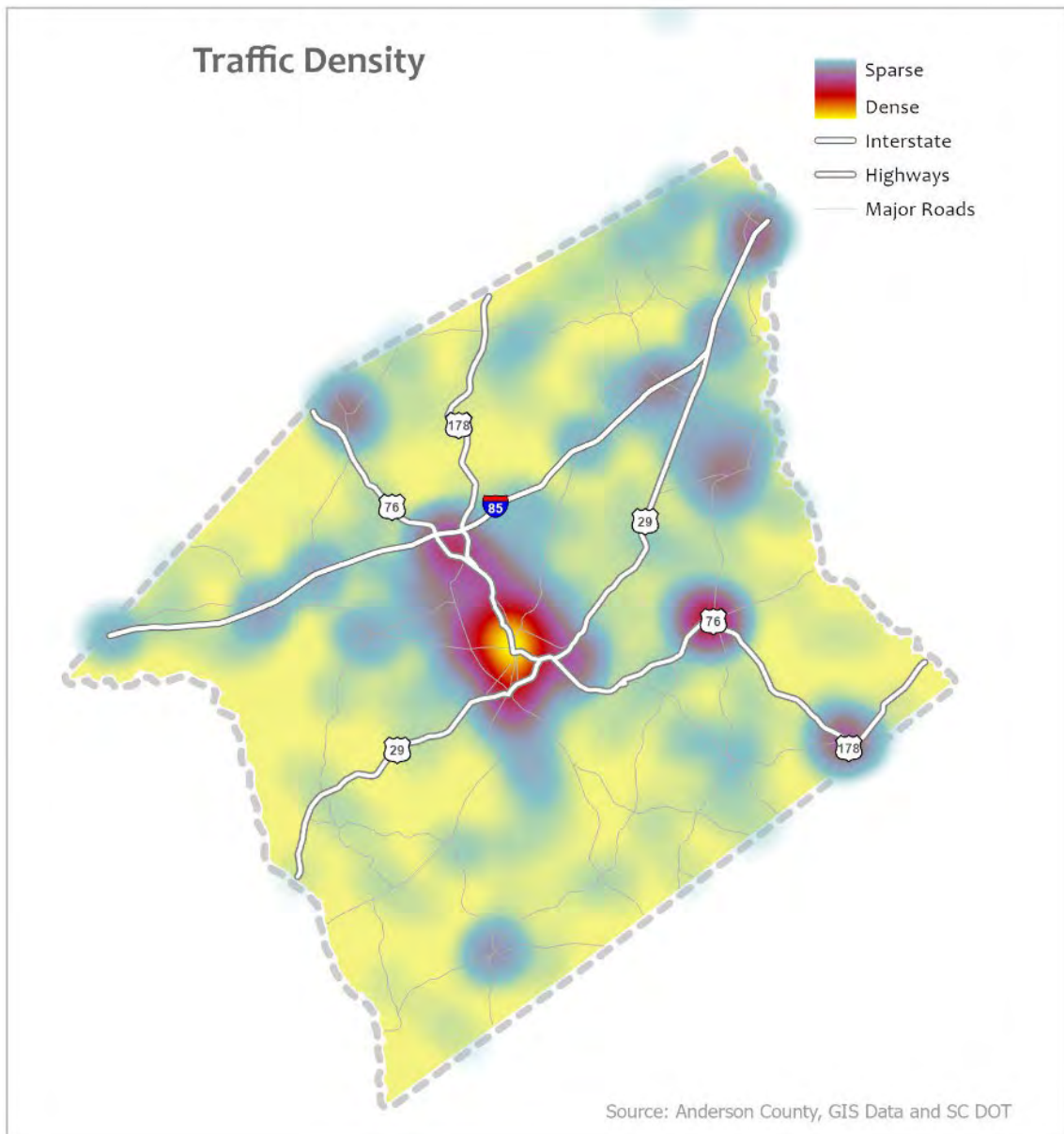
There is no maximum ADT.

Anderson County Road Network 2026



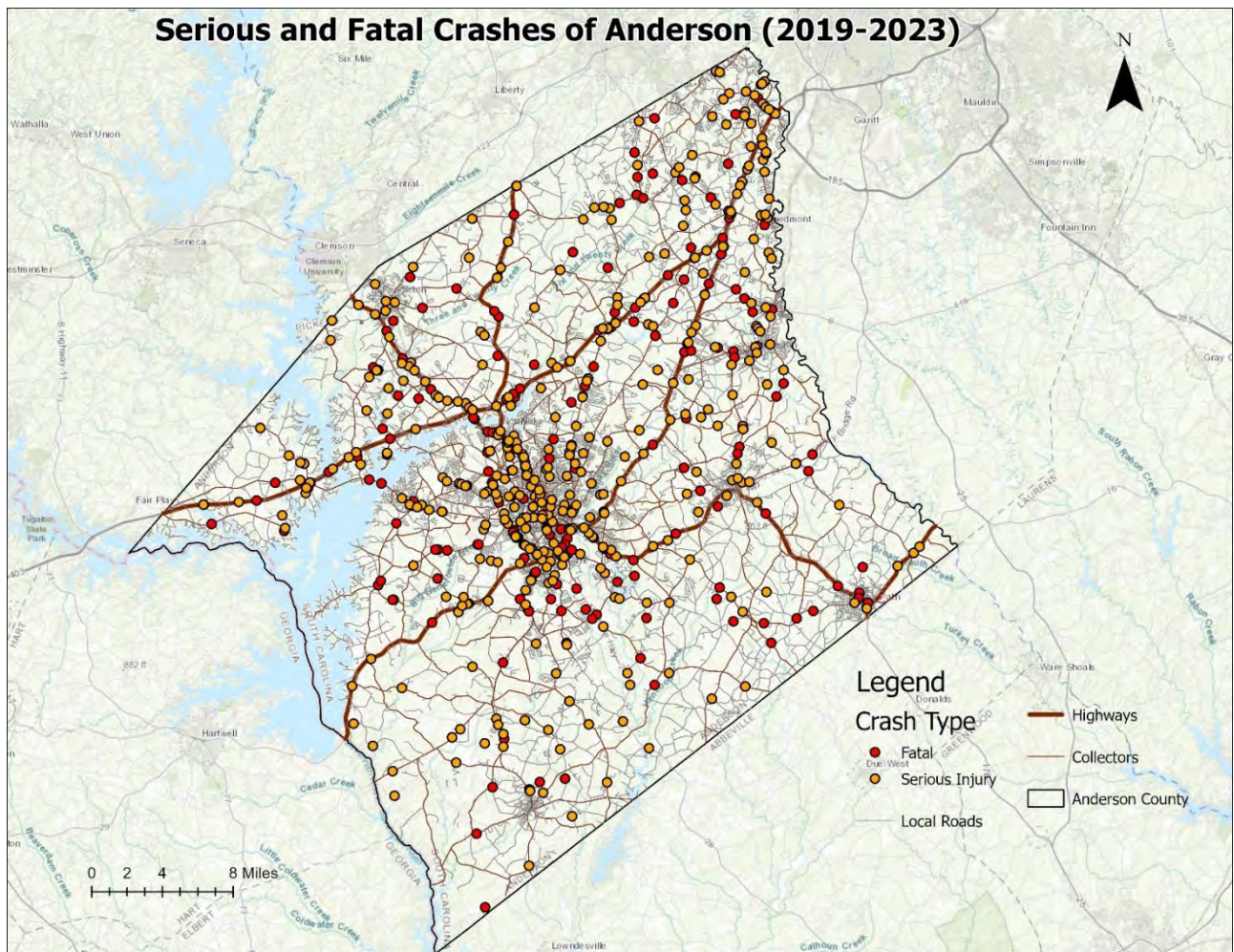
Traffic Density

The number of vehicles on the roads is certainly increasing. Growth in both residential and business uses are contributing factors. The economic prosperity that the County is currently experiencing results in more traffic issues as people come here to live, work, play, and do business. See Traffic Density map, page 6. Traffic in the urban area is the densest. The minor roads do not escape the peak hour congestion. There are multiple traffic nodes throughout the County.



Accidents and Crashes

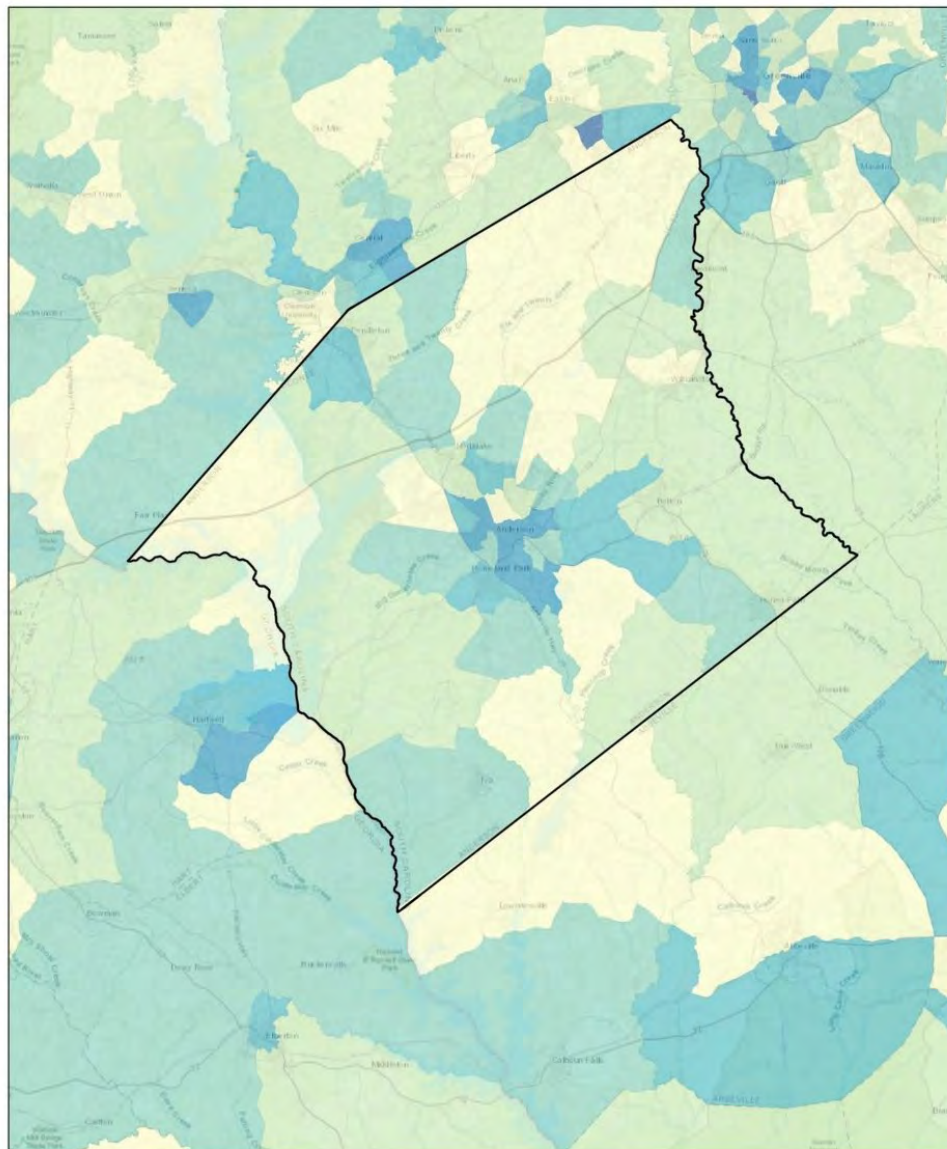
An analysis of Serious and Fatal Crashes in Anderson County is illustrated on the map on page 7. ACATS, GPATS, ACOG, SCDOT, and the County's engineers may assist in providing traffic safety measures to address the issues identified by this map.



Households Without a Vehicle

The map on page 8 shows households by census tract that do not own a vehicle. Some urban areas have almost 50% of their population who are without transportation. Some outlying tracts have up to 27% without cars. Senior Solutions offers rides to medical appointments, shopping, and other necessary trips for a fee. Medicare will cover the fee for a medical visit.

Households Without a Vehicle



3/2/2026, 3:41:13 PM

Census Tracts – Households without a Vehicle

27.15 - 49.03%

15.77 - 27.14%

9.49 - 15.76%

5.41 - 9.48%

2.36 - 5.40%

0 - 2.35% (Lower Challenge to Resilience)

Citations

1:356,260

0 3.25 6.5 13 mi

0 5 10 20 km



Hart EMC, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS

SCOR Strategic Statewide Resilience and Risk Reduction Plan, 2025 Update

Another tool to assist engineers with traffic safety efforts is the enhanced, high-resolution roadway elevation inventory that is being conducted by Clemson University with the support of the S.C. Emergency Management Division and SCDOT. SCOR also provides the First Street Risk Factor flood model (Flood Version 3.0) to identify potential road flooding vulnerabilities of SC roads. This valuable transportation resource will be made public as it is completed.

The Cost of Road Maintenance

Anderson County's most valuable asset, in terms of dollars, is its road network. Here in the United States, we use roads so frequently that we often take them for granted . . . until they have maintenance and congestion issues. Somebody must build roads and maintain them for the duration of their life cycle. These people are among the few who fully appreciate the complexity and expense of providing roads.

In the article "How Much Does It Cost to Build a Mile of Road?" in *Economy, Soil Stabilization, Surface Management*, Frank Elswick explains issues associated with road costs from new roads of varying sizes and topography to maintenance. He states that the "realities of road building have much to do with a number of variables: location, terrain, type of construction, number of lanes, lane width, surface durability, and the number of bridges, to name a few." Of course, it costs more to build a new road than to rehabilitate an existing road. It generally costs more to build roads in urban settings than in rural areas. The numbers are daunting.

How Much Does It Cost to Build, Maintain, or Expand a Mile of Road?	
Road Type	Cost per Mile
Build Two-Lane Undivided – rural	between \$2 and \$3 million
Build Two-Lane Undivided – urban	between \$3 and \$5 million
Build 4-lane highway, rural or suburban	between \$4 and \$6 million
Build 4-lane highway, in urban areas	between \$8 to \$10 million
Build 6 lane interstate highway - rural	\$7 million
Build 6 lane interstate highway - urban	\$11 million-plus
Mill and resurface a 4-lane road	\$1.25 million
Mill, resurface, expand a 4-lane road to 6 lanes	\$4 million
Source: "How Much Does It Cost to Build a Mile of Road?" in <i>Economy, Soil Stabilization, Surface Management</i> , Frank Elswick, 2015.	

More recent costs per mile specifically for Anderson County are found in the following table. These figures came from the Anderson County Transportation Committee.

Anderson County Transportation Committee Paving Cost Information	
Year	Road Work and Cost Data
2021	3.38 Miles at an average cost of \$267,558.02
2022	9.07 Miles at an average cost of \$342,426.75
2023	24.20 Miles average cost Breakdown of \$577,020 per mile for 7.56 miles of CMRB, \$352,721 per mile for 12.61 miles of Patch/Surface Treatment & Pave & \$405,190 per mile for 5.52 miles of HIR, and Westinghouse Extension for New Westinghouse Road, Swaney Road, and Signalization of Intersection on US 76.
2024	24.20 Miles average cost Breakdown of \$577,020 per mile for 7.56 miles of CMRB, \$352,721 per mile for 12.61 miles of Patch/Surface Treatment & Pave & \$405,190 per mile for 5.52 miles of HIR, and Westinghouse Extension for New Westinghouse Road, Swaney Road, and Signalization of Intersection on US 76
2025	16.39 Miles average cost Breakdown of, \$864,983 per mile for 2.93 miles of CMRB, \$458,042 per mile for 7.31 miles of Patch/Surface Treatment/Pave, \$248,655 per mile for 5.44 miles of SAMI and .71 miles of Intersection construction at SC 86.
Source: Consor, Program History and Project Types, Engineer's Report, February 23, 2026	

Much of the funding for roads in the U.S. comes through programs supported by the Highway Trust Fund. According to a report from the Committee on Transportation and Infrastructure entitled *Running on Empty: The Highway Trust Fund*, the HTF was established in 1956 to finance the Interstate Highway System, but now supports broader surface transportation, bridges, and public transit. While drivers pay at the pump, taxes are collected by the Treasury and distributed to state and local governments for projects. It provides a dedicated source of funding for national infrastructure, with over 85% of its revenue coming from motor fuel taxes. To keep the fund solvent, Congress has regularly transferred hundreds of billions of dollars from the general tax revenue into the HTF to fill the gap. With road conditions at an all-time low and HTF dwindling in recent years to a level inadequate to fulfill existing approved projects, many jurisdictions are searching

for alternative and innovative ways to keep roads in good condition while staying within budget.

The Bridges and Safety Infrastructure for Community Success Act (BASICS Act), is a new bipartisan transportation bill recently introduced in Congress that makes targeted updates to existing federal transportation programs to improve accountability and speed in delivering local and regional transportation projects. The BASICS Act renews and updates federal surface transportation programs with a focus on local bridges, road safety and community-selected priority transportation projects. The bill also strengthens flexible formula programs for local projects and bolsters regional planning capacity. Current federal transportation programs expire on Sept. 30, 2026, and Congress is preparing to renew surface transportation programs later this year. "The bipartisan BASICS Act is a major advance toward securing counties' access to critical federal transportation funding" according to the National Association of County Engineers (NACE) who says the bill would better align federal funding with local needs and leverage the expertise of our nation's local road professionals across the country.

There are a number of items carried over from previous transportation bills. The FAST Act federal transportation legislation outlines several planning factors that must be considered during the planning process. The following eleven planning factors are used to guide development of the plan: Economic Vitality, Safety, Security, Accessibility/Mobility, Environment, Connectivity, Efficiency, System Preservation, System Resiliency/Reliability, Storm Water Impacts on Surface Transportation, and Travel/Tourism, with the latter three being newly added from the FAST Act legislation. Also passed along from MAP-21 legislation, the FAST Act focuses on transportation planning decision making that is performance based. This means agencies involved in transportation will invest resources in projects that are tied to targets that make progress toward these national goals for a "performance-driven, outcome-based approach to planning."

Alternative Modes of Transportation

Even though County residents are almost solely dependent on automobiles for their transportation needs, there are those who do not have access to transportation. The Transportation Partners need to seek opportunities to expand

transit and other alternative transportation for those underserved. Alternative transportation also provides air quality benefits, a reduction in vehicle miles traveled, and opportunities to be active. State and federal funding is available, but most grants require a local match.

When researching the most vibrant communities in the country, a variety of transportation modes are available, such as walking, cycling, trains, streetcars, trolleys and buses. In recent years, the demand for more modes of transportation has risen steadily. While the majority of residents use personal automobiles, there is major interest in walkable communities, including sidewalks, bicycle paths, and complete streets. As the County grows in population and develops the necessary critical mass, it will be able to support transit and other modes of transportation enjoyed by larger, denser communities.

In 2015 in the United States, commuting in slow-moving rush hour traffic released 56 billion pounds of CO₂ into the air, used an additional 3.1 billion gallons of gas, and cost the economy \$160 billion in productivity losses. There is no specific breakdown of this information for Anderson County. (The New Urban Sociology)

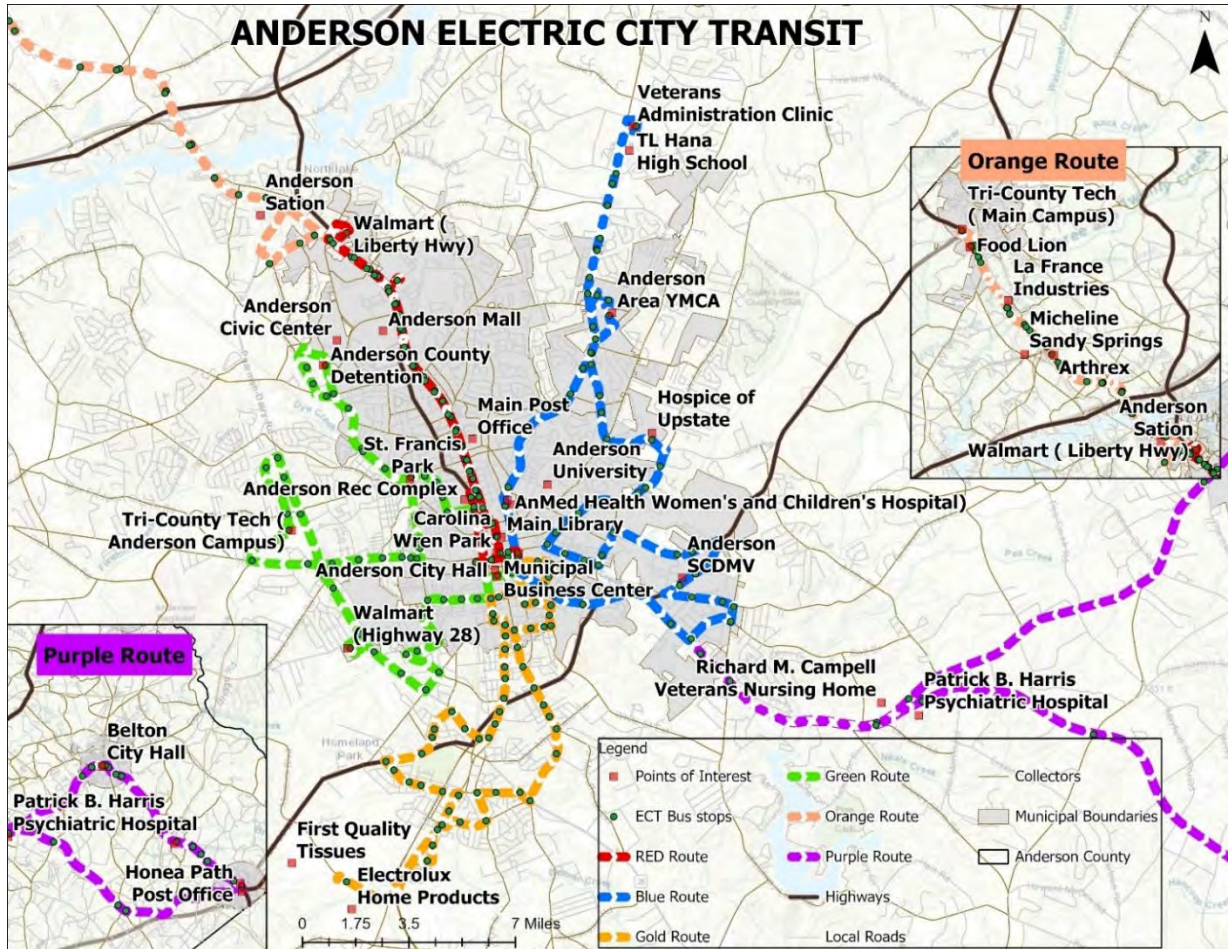
Public Transit

Transit service provides an important alternative to automobile travel and in many cases is the only available transportation option for residents who cannot afford a car or do not have the ability to drive. Anderson County currently collaborates with the City of Anderson to provide transit services within the County. Electric City Transit operates the system. This service is supported by local, state and federal funds. In addition, Clemson Area Transit (CAT) serves the Town of Pendleton with the Pendleton/Tri County Technical College route known as the Purple Route. See map, page 14.

In the unserved and underserved areas of Anderson County, such as Iva, Pelzer, Starr, and Williamston, Senior Solutions is available for public transportation to those areas not currently served by regular transit routes. Senior Solutions is a non-profit organization that provides rides to medical appointments and various errands for seniors and others for a fee.

Because of the rapid population growth in northern Anderson County,

Powdersville/Piedmont, and the SC-81 corridor has been targeted for bus rapid transit (BRT) service. This service could potentially connect with Greenlink on SC-153.



Pedestrian Paths, Bicycle Networks, and Walking Trails

Bicycles are an alternative mode of transportation utilized for environmental and health benefits. When greenways are intentionally connected with bike lanes and paths, they function as amenities for commuting cyclists. Furthermore, when greenways, bike paths, walking trails, and public transportation are connected, they create intermodal transportation opportunities.

The City of Anderson transportation and recreation network plans to include an additional 14 miles of greenways and 10 miles of bike lanes and paths, connecting key destinations such as AnMed Health North Campus, Anderson University and the Electric City Transit Transfer Center. The current multi-use path

parallels the East-West Parkway and has the potential to connect with the City's proposed multi-use paths both to the east and west. The east side multi-use path could connect to AnMed Health North Campus on Highway 81 and the Anderson Sports and Entertainment Center could connect on the western end of the Parkway.

The Rocky River Conservancy is a non-profit group collaborating with the City of Anderson, Anderson County, Anderson University, and other community partners to provide green space. The Conservancy seeks to connect with other planned community recreational and environmental resources to provide a comprehensive network of unique trails.



Anderson County has multiple hiking trails, including those at Clemson University Experimental Forest, Hartwell Dam and Pine Grove. The County has a mountain bike trail located in Sadler's Creek State Recreation Area and shares a multi-use path with Pickens County at Fant's Grove.

Anderson County expects to expand bike and pedestrian facilities as funds become available, usually through grants, private donations, and non-profit organizations. All existing and proposed facilities require mapping so connection opportunities are clear. Priorities for publicly funded trails will be decided through the local transportation planning process.

Freight – Trucking, Rail, and Air

Freight activities are vital to the economic health of Anderson County. National and state data indicate a continued increase in freight traffic, especially on U.S. highways and interstates. With access to major state highways, interstates, rail, and aviation, local governments must consider ways to improve freight movement and maintain adequate freight access.

In South Carolina, the trucking industry dominates the movement of most types of freight. Trucking has seen rapid growth over rail due to its speed, reliability,

flexibility and the capacity to meet surges in demand. According to the South Carolina Trucking Association, nearly 80% of the communities in South Carolina are served by trucks exclusively, and trucks carry 93.8% of all manufactured freight transported in South Carolina (148,900 tons per day). Medium and large trucks account for about 3% of all vehicles in the state according to the South Carolina 2020 State Rail Plan.

Trucking is very strong in South Carolina, but rail remains an integral part of the freight picture. Several railroads operate and maintain corridors in the Upstate region. Greenville and Western Railway Company (GRLW) is a Class III carrier, which acquired a 13 mile-long CSXT line segment from Pelzer to Belton. The railroad interchanges traffic with CSXT at Pelzer and with the Pickens Railroad Company in Belton, which also provides access to Norfolk Southern (NS). Pickens Railway Company consists of two separate operations located in the Upstate; the original Pickens Railroad (PICK) and Honea Path's Division (PKHP). PKHP is a combination of NS and CSXT branch lines located in Anderson County running from Anderson to Honea Path, via Belton, which is 28.5 miles. Both railroads' shippers include major industries in Anderson County.

The South Carolina Inland Port opened in October 2013, extending the Port of Charleston's reach 212 miles inland to Greer, S.C., providing shippers with access to more than 95 million consumers within a one-day drive. Norfolk Southern serves the inland port through its main rail line, and the facility is positioned along the Interstate 85 corridor between Charlotte and Atlanta, where Norfolk Southern operates additional rail yards.

There is no passenger rail service in Anderson County. Amtrak Crescent passenger trains provide the closest train service with routes running along the east coast from New York to New Orleans. The nearest station is located in Clemson, South Carolina.

Anderson County owns and operates the Anderson Regional Airport which has two asphalt runways measuring 6,000 feet long by 150 feet wide and 4,996 feet long by 150 feet wide. Oversight is provided by the Airport Advisory Board, the members of which are appointed by County Council. Financially, the airport operates as a special revenue fund. The Anderson Regional Airport serves the citizens, visitors and businesses of Anderson County and surrounding areas.

As one of the state's busiest general aviation airports, Anderson Regional Airport, maintains a five-year Capital Improvement Plan. The Airport is positioned to update its Master Plan with the South Carolina Aeronautics Commission's assistance. It has recently opened a state-of-the-art terminal to expand services and to support economic development.



Transportation Partners

The Transportation Element of the 2026 Anderson County Comprehensive Plan takes into account the ACATS, GPATS, and ACOG Long-Range Transportation Plans (LRTP) and Transportation Improvement Plans (TIP). Appendix H includes links to these plans that are periodically updated. SCDOT's State Transportation Improvement Plan (STIP) is included, as well as the County's plans for its roads. The STIP includes all state road projects that receive Regional Mobility funding. See the map on page 19. The focus is on road improvements, but consideration is given to multi-modal transportation in the Alternative Modes of Transportation section above. The TIPs use a fiscally constrained approach to balance rapid development with infrastructure needs. If projects appear in the STIP, they have been funded. Those projects in the LRTP are important but are not moved into the TIP until funding becomes available. Priorities may change for the projects in the LRTP before the funding becomes available. LRTPs usually have a 20-25-year horizon. Funding state road projects is a long, arduous process. Descriptions of the partners follow.

Anderson County Roads and Bridges Department

The County owns 1,554 centerline miles of roads, 160 vehicle bridges (55 of which are weight-limited), and 865 large drainage culverts (36 inches or larger). These are local roads and bridges that are the responsibility of Anderson County and not maintained by State or Federal agencies. Many of the County's roads and bridges were constructed in the 1950s and 1960s and are now deteriorating. Also, the majority of older existing culverts were constructed of metal which has a much

shorter life span than the concrete culverts typically used today. The Anderson County Roads and Bridges Department continues to inventory and inspect roads, culverts, and bridges while rating them according to condition, safety, and improvements required. County roads, bridges, and culverts are currently in maintenance mode due to limited funding. There are no County-funded road projects planned outside of required maintenance for the foreseeable future. 67% of the gas tax funding is spent on County Roads. See the section below that discusses the County Transportation Commission (CTC).

Anderson County qualifies for grants to help with planning and projects. The Roads and Bridges staff recently completed a Safe Streets for All (SS4A) Safety Action Plan. This plan makes Anderson County eligible to seek various additional funding. It resulted in two grant awards from the US Department of Transportation - \$200,000 to develop the Plan and \$529,600 to be used to pilot a program to support first responders on route to an emergency or transporting a patient. This device (Emergency Vehicle Preemption - EVP) interrupts the normal operations at a traffic signal to provide a green signal for approaching emergency vehicles provide a clear path without conflicts, so emergency vehicles do not have to run a red light. See the Appendix for a link to Anderson County Safe Streets for All Plan.

In terms of new development versus maintenance, the Roads and Bridges Department spends approximately 15-20% of its time on new development and 80% on maintenance. The Department also assists municipalities with potholes, sink holes, maintenance, and road signs.

Various Anderson County representatives participate in ACOG and MPO Policy Committees and Study Team Meetings. They are responsible for the Anderson County Transportation Committee (ACTC), as well.

Anderson County Transportation Committee

Each County's Legislative Delegation Transportation Committee provides funding for various transportation projects within its jurisdiction. The County Transportation Committees are funded through gas tax revenue. Anyone may approach their County Transportation Committee and request funding for a project, such as an intersection safety project, a sidewalk, a road improvement, or another type of

transportation project.

“C” Funds consist of money returned to Anderson County from 3.99 cents per gallon of the State’s gasoline tax distributed to the counties based on land area, population, and rural road mileage. The County must spend 33% of these funds on State roads. The 1.33 cents per gallon additional tax last added must be used for repairs, maintenance, and improvements to State Roads and will be credited toward the 33% State highway system funding requirement. The County Transportation Committee selects the projects. The following table gives an idea of the funding provided to and distributed by the ACTC.

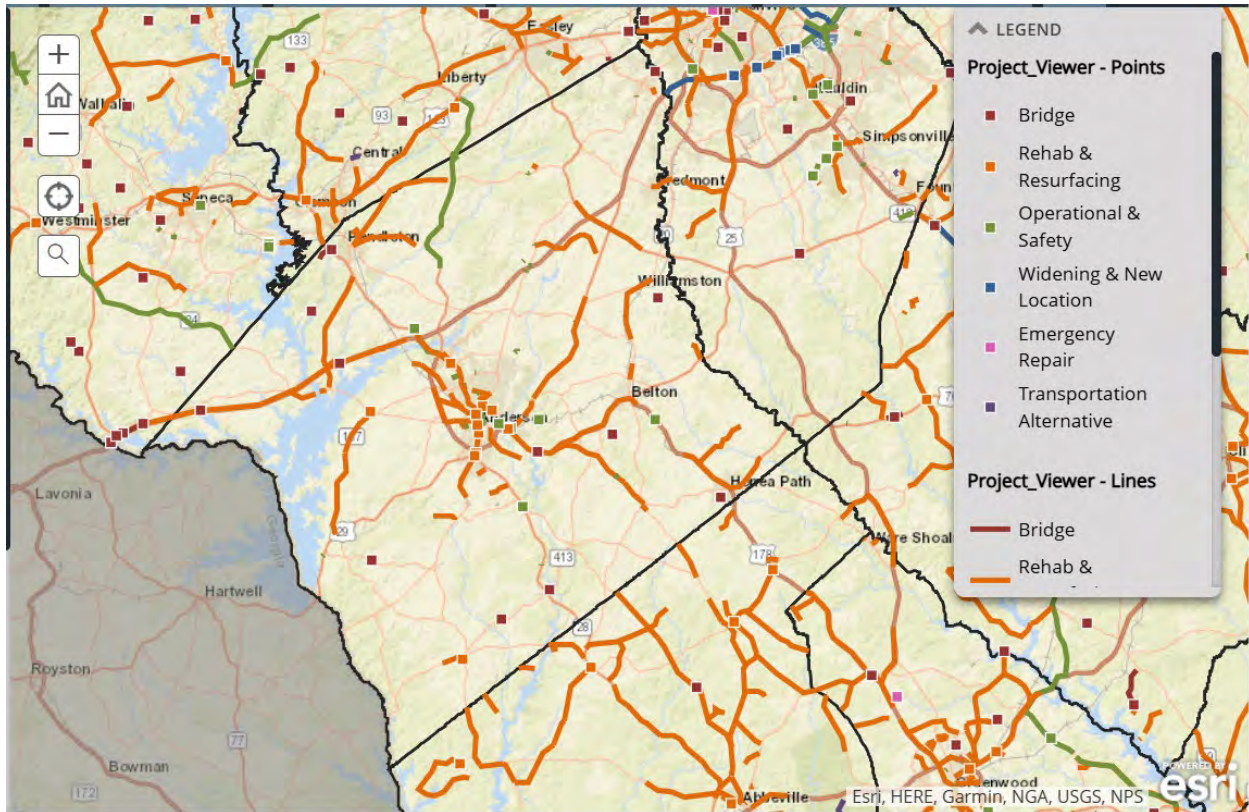
SOUTH CAROLINA "C" PROGRAM						
FORECASTED APPORTIONMENT OF FUNDS FOR FISCAL YEAR 2024-25						
This chart includes (1) projected apportionment of \$115,562,00.00, (2) a \$20,500,000.00 Donor Bonus, and (3) a non-recurring earmark of \$200,000,000.00						
County	Apportionment Forecast		Donor Bonus	Apportionment Forecast + Donor Bonus	\$200 Million Non-Recurring Distribution	Total Forecast (Apportionment + Donor Bonus + Nonrecurring Distribution)
	Percent	Amount				
Anderson	3.49%	\$4,038,300.00	\$ 562,362.71	\$4,600,662.71	\$6,988,900.00	\$11,589,562.71
Source: Total C Fund Distribution - FY 24-25 PDF (www.scdot.org) (https://www.scdot.org/content/dam/scdot-legacy/performance/pdf/reports/Total%20C%20Fund%20Distribution%20-%20FY%2024-25.pdf)						

South Carolina Department of Transportation (SCDOT)

The South Carolina Department of Transportation (SCDOT) operates and maintains approximately 1,337 miles of roads in Anderson County. The County contains 36 miles of Interstate 85 frontage with ten interchanges. In addition to its own road plans, It oversees the development of the transportation plans of GPATS, ACATS, and ACOG under the Regional Mobility Program and the Transportation Alternatives Program which are the funds with the most local input.

See the Appendix for a link to SCDOT Plans.

SCDOT Road Projects in Anderson County



Source: SCDOT Website, SCDOT Programmed Project Viewer, July 24, 2025

Municipalities

The nine independent municipalities within Anderson County also own and maintain about 200 miles of roads, along with multiple bridges. They are eligible for a portion of the County's C Funds and, if located within the MPOs if the road belongs to the State, they are also eligible for those dollars.

The remaining partners are GPATS, ACATS and ACOG. The map on page 21 shows their jurisdictions inside and outside of Anderson County. The map gives an idea of the competition for funding. The partners and their programs and funding are described in this section.

Anderson Clemson Area Transportation Study (ACATS)

ACATS is a Metropolitan Planning Organization operating in Anderson and Pickens Counties. It is housed in the City of Anderson Planning Department. The ACATS Policy Committee approves the scheduling of projects, the allocation of

funds, and guides the development of the region’s transportation infrastructure. This includes, but is not exclusive to, roads and highways, mass transit, bicycle and pedestrian facilities, and freight. The Long Range Transportation Plan (LRTP), the Transportation Plan (TIP), and the Unified Planning Work Program guide ACATS operations.

ACATS is responsible for conducting regional transportation planning and overseeing transportation investments. It is involved in transportation projects that utilize federal funding within the boundary area. Only roads that are considered “federal aid-eligible” are included in the ACATS network. These roads typically do not include subdivision roads and smaller local roads as these are generally owned by Anderson County or one of its municipalities.

ACATS works with road projects, safety projects, bicycle and pedestrian projects, and public transit. It provides staff and technical assistance with a number of local plans, projects, and initiatives, and also provides funding to other agencies to carry out transportation-related studies.

See the Appendix for links to ACATS Plans.

Greenville Pickens Area Transportation Study (GPATS)

The Greenville-Pickens Area Transportation Study (GPATS) is a special Metropolitan Planning Organization called a Transportation Management Area (TMA), for the Greenville Urbanized Area. GPATS covers a significant portion of Greenville County and Pickens County, and smaller portions of Anderson, Laurens, and Spartanburg counties. It is housed in the Greenville County Planning Department.

The primary role of GPATS is to be the designated recipient of all State and Federal funds for transportation projects in the Greenville Urbanized Area. It operates virtually the same way ACATS operates. The UPWP, the LRTP and the TIP are required. GPATS controls its own Transportation Alternatives Program funding.

See the Appendix for links to GPATS Plans.

Appalachian Council of Governments (ACOG)

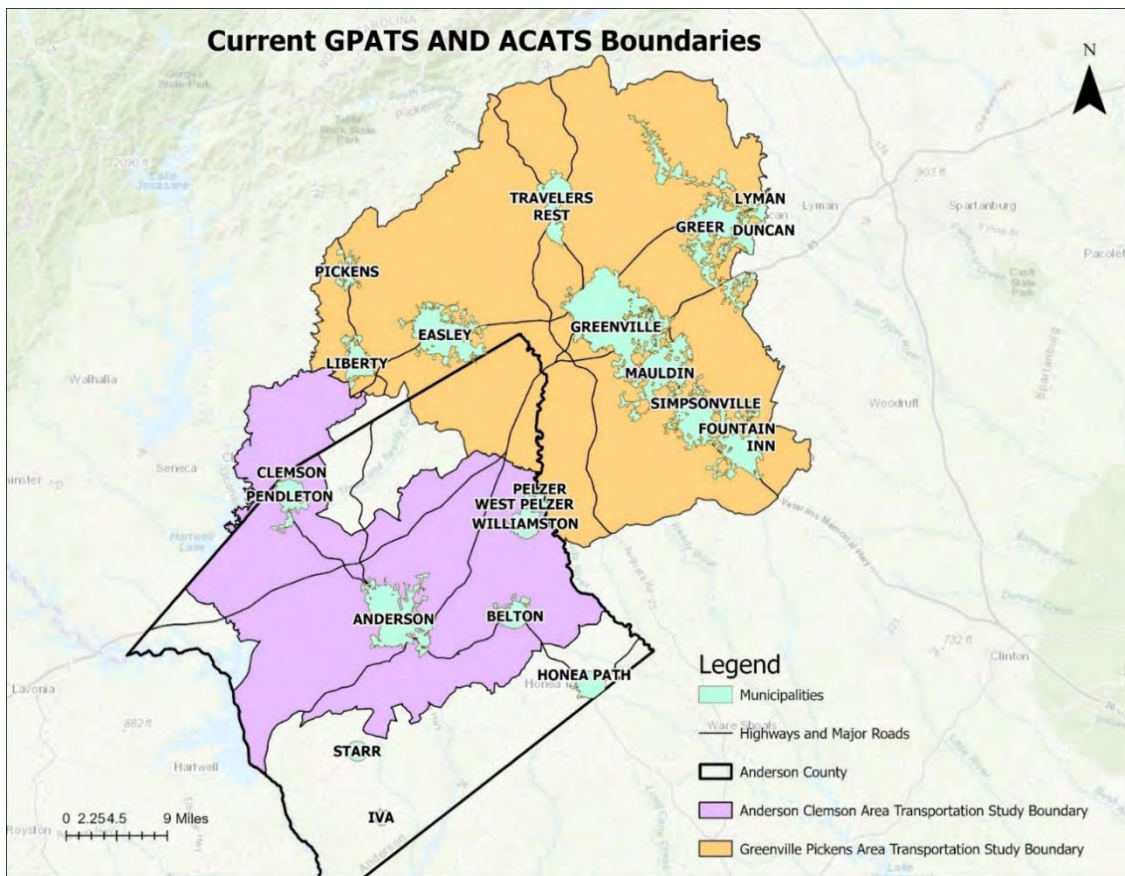
The Appalachian Council of Governments (ACOG) is the designated agency for rural transportation planning in the region. The ACOG is responsible for the update

and development of the LRTP and TIP for the rural areas outside of the GPATS and ACATS jurisdictions.

The map on page 21 depicts the GPATS, ACATS, and ACOG areas within Anderson County. Given that each entity plans for transportation in their geographic area, there must be a great deal of collaboration and coordination.

The ACOG's LRTP study area for Anderson County is depicted on the map on page 22. It is the area not served by ACATS or GPATS. The entire ACOG area encompasses six Upstate counties. There is much competition for ACOG's transportation funds and, likewise, much competition for GPATS funds.

See the Appendix for a link to ACOG's Plans.



MAJOR STATE AND FEDERAL FUNDING

The South Carolina Department of Transportation (SCDOT), the Anderson Clemson Area Transportation Study (a Metropolitan Planning Organization (MPO)), the Greenville Pickens Area Transportation Study (a Transportation Management Area (TMA) which is special type of MPO), the Appalachian Council of Governments (ACOG), and the County itself, work together to ensure that the road network operates efficiently. This intricate partnership plans and implements road and other transportation improvements. They maintain separate plans and funding, but these partners seek better transportation outcomes for the County.

Regional Mobility Funds (formerly Guideshare)

Until 2021, the funding program for these agencies was called the Federal Guideshare program but was renamed to the Regional Mobility Program. This change reflects SCDOT's efforts, in coordination with COGs and MPOs, to reinvigorate South Carolina's transportation planning methodology to focus on a more wholistic approach to transportation. This update includes policies that encourage complete streets efforts that include not only vehicular transportation, but pedestrian and bicycle travel, as well.

MPO, TMA, and COG projects are funded through the federal and state transportation Regional Mobility funds and allocated by SCDOT. The S.C. Transportation Commission sets aside funding from FHWA and SCDOT funds each year and distributes the money among the state's eleven MPOs (including TMAs) and ten Councils of Governments based on population and vehicle miles of travel in each region. The Regional Mobility Program sets the annual budget for highway improvements within each MPO or COG, and total project costs in any given year normally cannot exceed the Regional Mobility allotment.

Road improvements may include constructing roads, adding traffic lanes to existing roads, constructing paved shoulders, installing traffic signals, constructing sidewalks or bike lanes, or making safety improvements. Major maintenance improvements may also be included, such as resurfacing. However, minor maintenance activities such as patching potholes are not funded through these agencies but are handled directly by SCDOT maintenance units.

Transportation Alternatives Program (TAP)

The Transportation Alternatives Program (TAP), formerly known as Transportation Enhancements (TE), was created to help expand transportation choices and provide funding for activities that are often left out of transportation projects. Activities that are eligible for TAP funding include pedestrian and bicycle facilities, Safe Routes to School improvements, and projects that were previously funded by the Recreational Trails Program.

The Moving Ahead for Progress in the 21st Century (MAP-21) Highway Authorization Bill was signed into law On July 6, 2012. The former Transportation Enhancement Program, created by the Intermodal Surface Transportation Efficiency Act (ISTEA), was rebranded as the Transportation Alternative Program (TAP) which wraps Transportation Enhancements, Recreational Trails, and Safe Routes to School into a single funding source. TAP is funded through the Highway Trust Fund. Counties can apply for funding for qualified projects. Applications are made directly to GPATS in its jurisdiction and to SCDOT for the ACATS jurisdiction.

TAP grants funding can include the following project types:

- Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation.
- Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation.
- Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff.
- Community improvement activities, including inventory, control, or removal of outdoor advertising.
- Historic preservation and rehabilitation of historic transportation facilities.
- Recreational trails program under 23 USC 206

Federal Transit Administration Projects

Federal Transit Administration (FTA) Section 5300 funds are provided to the local transit agencies by the federal government and funneled through the MPO/TMA to provide public transportation services. The funds are allocated based on

urbanized areas. Urban funding is available in Section 5307, which can be used for capital (e.g. purchasing buses, bus stop shelters, construction of facilities) and some maintenance activities and up to 50 percent of the net operating expenses of the transit system. These funds are used for Electric City Transit. The Clemson Area Transit system is funded through student fees.

State Infrastructure Bank Projects

Local governments can access State Infrastructure Bank funds. Section 350 of the National Highway System Designation Act of 1995 (NHS Act) (Public Law 104-59) authorized the U.S. Department of Transportation (U.S. DOT) to establish the State Infrastructure Bank (SIB) Pilot Program. As a result, the S. C. General Assembly, during its 1997 session, created the South Carolina Transportation Infrastructure Bank (SCTIB) to select and assist in financing major qualified projects by providing loans and other financial assistance to government units and private entities for constructing and improving highway and transportation facilities necessary for public purposes including economic development. It is a revolving fund for financing highway and transit projects through loans and credit enhancement. SIBs are designed to complement traditional Federal-aid highway and transit grants by providing states with increased flexibility for financing infrastructure investments.

The South Carolina SIB is funded through the State General Fund as a one-time source of capitalization, state recurring monies which include a share of a one cent per gallon gas tax (approximately \$22 million annually), and truck registration fees (approximately \$53 million annually). Other sources include loan repayments from the borrowers and additional contributions from SCDOT.

This Transportation Element is not meant to be a listing of projects that have already been built or approved, but as a resource for looking forward. The transportation partners in Anderson County can use this document to help them understand where the County stands and how to plug into the various aspects of transportation planning and implementation within the County. There are a host of strategies and actions presented below for consideration. There are links to the approved transportation plans and documents throughout the Element and in the Appendix.

RECOMMENDATIONS

Guiding Policy

Anderson County will utilize all tools accessible to it to ensure its total road network is efficient and as well-maintained as it can afford. It will fully participate in the decision-making processes affecting the network's safety and connectivity. Road classifications will be considered when rewriting County land use and zoning regulations to add a layer of protection for arterials, collectors, and local roads.

Recommended Policy Champions

- Anderson County Roads and Bridges Department
- Anderson County Administration
- Anderson County Council
- Anderson County Planning Commission
- Anderson County Planning and Community Development Department
- Anderson County Transportation Commission
- SCDOT
- ACOG
- ACATS
- GPATS
- Municipalities

Transportation Strategies

Participate in and endorse the Transportation Improvement Plans and Long Range Transportation Plans for ACATS, GPATS, and ACOG. The plans (Appendix H) have been approved by the appropriate bodies and are incorporated by reference into the Comprehensive Plan. Work toward integrating land use with road, freight, transit, and active transportation improvements, including upgrading access to Interstate 85 and enhancing safety. The transportation network will enable safe access for all users. Streets will include pedestrian access, landscaping, streetscape, and signage as appropriate. Seek grant funding for alternative transportation options in the way of TAP grants, private foundation funds, non-profit assistance, and private funds. Support programs designed to improve streetscapes and road corridors, both for better visual appearance and improved operations.

Work to ensure the quality of the current network is maintained to provide robust service to residential, commercial, and industrial uses.

Recommended Actions

- The County Council and staff who participate in Policy Committees and Study Teams will seize opportunities to affect road connectivity and intersection improvements.
- The County will establish an internal county staff network (and they shall be as a club with brownbag lunches and/or remote meetings and/or official day meetings) with an official MISSION STATEMENT. They will be called the **TITANS OF TRANSPORTATION** and will hold a **BIANNUAL FORUM** to analyze the network for improvements on an ongoing basis and work those through the local funding mechanisms. They will keep records and inform partners of the results of their analyses and any funding opportunities.
- County Council and the County Roads and Bridges Department will collaborate fully with transportation partners ACATS, GPATS, the Appalachian Council of Governments, SCDOT, municipalities, and neighboring counties to identify important transportation improvements, with particular attention to connectivity.
- The Planning and Development Standards Divisions will work with the LUDO consultant to propose regulations to direct growth to areas with sufficient road capacity and to minimize inefficient growth patterns.
- The Roads and Bridges staff will work with the Planning Division and the LUDO consultant to develop regulations to mitigate the transportation impacts of new projects on the transportation network through the construction of turn lanes, new lanes, right-of-way dedication, sidewalks and trails, signalization, landscaping, or other measures deemed reasonable and appropriate.
- The Planning Division will gather/digitize data and map functional classifications, traffic counts, peak hour trips showing locations of congestion, accident locations, etc. can reveal a host of issues and possible remedies. Closer analysis of the entire road network is necessary to determine where operational improvements can happen and where various land uses are suitable for location.
- The Planning and Development Standards Divisions will work with the LUDO

consultant to write stronger regulations in unzoned areas, limit non-residential development on residential roads, and limit large traffic generators/attractors on farm-to-market roads.

- The Planning Division and the Roads and Bridges Department will work with the LUDO consultant to write regulations to preserve road capacity by adopting, applying, and enforcing regulations to manage property access.
- County staff from various departments will seek grants for planning and implementing mobility projects.
- The Planning Division will identify and link transportation efforts with the strategies and recommended actions of the Housing, Economic Development, and Land Use Elements of this Plan.
- County Council will work with SCDOT and the LUDO consultant to enhance "Gateways into Anderson." by regulating the appearance of certain roads, perhaps calling them appearance corridors. Another method would be to increase standards on collectors and/or arterials for landscaping, architectural design, signs, etc.
- The County Roads and Bridges Department, ACATS, GPATS, and ACOG will advocate for countermeasures to improve safety at intersections as needed countywide:
 - Roundabouts - reduce conflict points (have reduced fatal crashes 100%)
 - Access management – preserves carrying capacity
 - Design alternatives
 - Improved sight distance
 - Traffic signals
- County Council will work with ACATS to pursue opportunities to expand/improve public transportation and other alternatives (i.e. sidewalks, bikeways), as funding allows, for those residents who do not have automobiles.

REFERENCES

- "About GPATS." *Greenville-Pickens Area Transportation Study*, www.gpats.org/AboutGPATS/GPATS101.aspx.
- Anderson County Awarded \$529,600 "Safe Streets for All" Grant from U.S. Department of Transportation*. Email Announcement to County Employees, 23 Feb. 2026.
- "Counties Celebrate Introduction of Bipartisan BASICS Act." *National Association of Counties*, 9 Feb. 2026, www.naco.org/news/counties-celebrate-introduction-bipartisan-basics-act#:~:text=Grow%20the%20Surface%20Transportation%20Block,that%20legislation%2C%E2%80%9D%20said%20Chase.
- County Projects Summary Report STIP 2024-2033*. South Carolina Department of Transportation, estip.apps.scdot.org/downloads/Anderson.html?_=%201772678589132.
- Elswick, Frank. "How Much Does It Cost to Build a Mile of Road? | Midwest Industrial Supply." *Midwest Industrial Supply*, 5 Jan. 2016, blog.midwestind.com/cost-of-building-road/.
- "Running on Empty: The Highway Trust Fund | Transportation and Infrastructure Committee." *Committee on Transportation and Infrastructure*, 18 Oct. 2023, transportation.house.gov/calendar/eventsingle.aspx?EventID=406894. Accessed 23 Feb. 2026.
- SCDOT Programmed Project Viewer*. scdot.maps.arcgis.com/apps/MapSeries/index.html?appid=ca1cd69fc88945f4bb465e16765d761c. Accessed 24 July 2025.
- "SOUTH CAROLINA STATEWIDE RAIL PLAN." *South Carolina Department of Transportation*, 2020, www.scdot.org/travel/freight-rail.html.
- "South Carolina Trucking Association." <https://www.sctrucking.org>. Accessed 6 Mar. 2026.
- "Status of the Highway Trust Fund | Federal Highway Administration." *United States Department of Transportation*, 2024, www.fhwa.dot.gov/highwaytrustfund/#b.
- STIP Statewide Transportation Improvement Program*. South Carolina Department of Transportation, www.scdot.org/content/dam/scdot-legacy/inside/pdf/planning/Approved-SCDOT%202024-2033%20STIP%20Final.pdf.

Appendix H

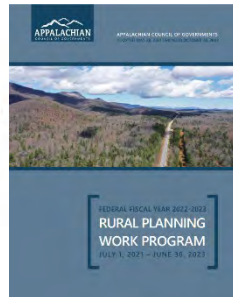
South Carolina Code of Laws (6-29-510): (D) A local comprehensive plan must include . . . (8) a transportation element that considers transportation facilities, including major road improvements, new road construction, transit projects, pedestrian and bicycle projects, and other elements of a transportation network. This element must be developed in coordination with the land use element, to ensure transportation efficiency for existing and planned development . . .

Anderson County Roads and Bridges Department



Anderson County Comprehensive Safety Action Plan
[Bit.ly/andersoncoss4a](https://bit.ly/andersoncoss4a)
[Bit.ly/AndersonCoRecs](https://bit.ly/AndersonCoRecs)

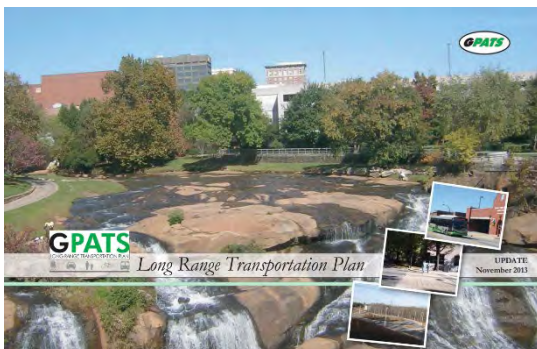
ACOG - Appalachian Council of Governments



US29 Corridor Study
<https://www.us29study.com/>

2045 Long Range Transportation Plan
https://www.cityofandersonsc.com/wp-content/uploads/2019/10/ANATS_TIP_21-27_approved.pdf

GPATS – Greenville Pickens Area Transportation Study



Long Range Transportation Plan:
<https://gpats.org/Plans/LRTP.aspx>

Transportation Improvement Plan:
<https://gpats.org/documents/2025-2034%20TIP%20DOCUMENT%20updated%20PM.pdf>



https://gpats.org/documents/2035LRTPUpdate_Nov2013_DRAFT_11.6.13.pdf

<https://gpats.org/documents/2035-LRTP-Final-Ranking-Sheets-Roadway.pdf>

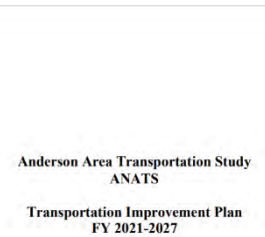
<https://gpats.org/documents/Attachment-2.3-2035-LRTP-Ranked-Intersections.pdf>

<https://gpats.org/documents/SummaryReport.pdf>

<https://gpats.org/documents/2035-LRTP-Project-Ranking-Form.pdf>

<https://gpats.org/Plans/Horizon2040.aspx>

ACATS - Anderson Clemson Area Transportation Study



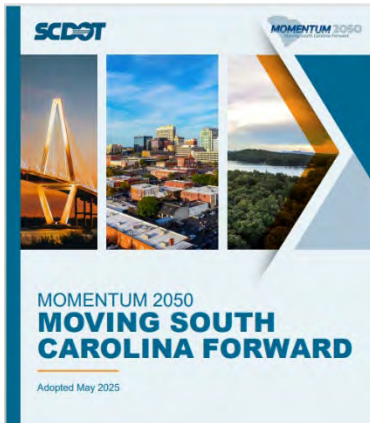
Interim 2045 Long Range Plan, November 2023 Update:

https://www.cityofandersonsc.com/wp-content/uploads/2024/09/ACATS-2045_LRTP_draft-for-website.pdf

Anderson Area Transportation Study (ANATS) Transportation Improvement Plan FY 2021-2027:

[https://www.scacog.org/files/files/Transportation/RPWP%20FY%2022-23\(1\).pdf](https://www.scacog.org/files/files/Transportation/RPWP%20FY%2022-23(1).pdf)

SCDOT Transportation Plans



Momentum 2050: Moving South Carolina Forward

[https://www.scdot.org/content/dam/scdot-](https://www.scdot.org/content/dam/scdot-legacy/inside/pdf/planning/SCDOT%20Statewide%20Multimodal%20Transportation%20Plan%20-%20Version%2016.pdf)

[legacy/inside/pdf/planning/SCDOT%20Statewide%20Multimodal%20Transportation%20Plan%20-%20Version%2016.pdf](https://www.scdot.org/content/dam/scdot-legacy/inside/pdf/planning/SCDOT%20Statewide%20Multimodal%20Transportation%20Plan%20-%20Version%2016.pdf)

South Carolina State Transportation Improvement Plan: [chrome-extension://efaidnbnmnibpcajpcglclefindmkaj/https://www.scdot.org/content/dam/scdot-legacy/inside/pdf/planning/Approved-SCDOT%202024-2033%20STIP%20Final.pdf](https://www.scdot.org/content/dam/scdot-legacy/inside/pdf/planning/Approved-SCDOT%202024-2033%20STIP%20Final.pdf)

ORDINANCE NO. 2026-024

AN ORDINANCE TO AMEND SECTION 2-547 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, REGARDING THE COMPOSITION OF THE ANDERSON COUNTY DISABILITIES AND SPECIAL NEEDS BOARD; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Disabilities and Special Needs Board, d/b/a InspireAbilities of Anderson County, presently consists of nine (9) resident electors of Anderson County;

WHEREAS, the Board has requested that the Anderson County Council consider reducing the number of members on the Board from nine (9) to seven (7); and

WHEREAS, the Anderson County Council has the authority pursuant to S.C. Code 1976, §4-9-30, as amended and S.C. Code 1976, §44-20-375, as amended, to establish, among other things, the composition of the County Disabilities and Special Needs Board.

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

1. Section 2-547 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

Sec. 2-547. Composition; appointment of members.

The county disabilities and special needs board shall be composed of seven resident electors of the county, appointed at-large from the county as a whole. The members shall be appointed by the governor, upon recommendation of the majority of the members of the county legislative delegation.

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 _____, 2026.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

RESOLUTION NO. 2026-022

A RESOLUTION TO SUSPEND CONSIDERATION OF RESIDENTIAL DEVELOPMENTS PROPOSED AS CONSERVATION SUBDIVISIONS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the County Council has recently developed ordinances which impact upon lot sizes, set-backs, and open spaces;

WHEREAS, CodeWright is presently reviewing the County's development ordinances for both zoned and unzoned areas of the County;

WHEREAS, the County Council desires that its development ordinances are consistent with regard to lot sizes, set-backs and open spaces; and

WHEREAS, the conservation subdivision ordinances for unzoned areas of the County are primarily contained in Sections 24-308, 24-336, 24-367, 24-401, 24-403, 24-406, 24-408, and 24-432 of the Code of Ordinances, Anderson County, South Carolina and for zones areas of the County in Sections 5:31 of Chapter 48 of the Code of Ordinances, Anderson County, South Carolina.

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

1. The Anderson County Planning Department shall suspend acceptance and processing of applications for residential developments proposed as conservation developments until completion of the CodeWright review of Chapters 24 and 48 of the Code of Ordinances, Anderson County, South Carolina and the recommendations are adopted by County Council.
2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
3. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
4. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this _____ day of April 2026 in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Renee Watts
Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

HOPE MISSION I.T. EQUIPMENT DONATION LIST

P.C. TOWERS

DELL OPTIPLEX 5040 (2015 YEAR MODEL) W/ UNLICENSED WINDOWS 10 INSTALLED

DELL OPTIPLEX 5040 (2015 YEAR MODEL) W/ UNLICENSED WINDOWS 10 INSTALLED

DELL OPTIPLEX 5050 (2017 YEAR MODEL) W/ UNLICENSED WINDOWS 10 INSTALLED

DELL OPTIPLEX 5050 (2017 YEAR MODEL) W/ UNLICENSED WINDOWS 10 INSTALLED

KEYBOARDS

3 DELL WIRED KEYBOARDS (USED- VERY OLD)

MISC. ITEMS

4 – THREE PRONG POWER CORDS (USED) FOR P.C.'S

The following commercial business license agreement for the Anderson County Airport is a template for the Airport Director. The Airport Director may make changes to the business license agreement at their discretion, as provided by Anderson County Code Section 6-84.

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

BUSINESS LICENSE AGREEMENT

THIS BUSINESS LICENSE AGREEMENT, by and between **ANDERSON COUNTY, SOUTH CAROLINA** a political subdivision of the State of South Carolina (hereinafter referred to as the “County”) and _____, organized and existing under the laws of the State of South Carolina (hereinafter referred to as the “Operator”);

WITNESSETH:

WHEREAS, the County is the owner of a tract of land which is known as Anderson Regional Airport (hereinafter referred to as “Airport”) located in Anderson County, South Carolina; and

WHEREAS, Operator desires to operate and conduct a business at the Airport; and

WHEREAS, the County has determined that skydiving is an inherently dangerous activity, and special terms and conditions are necessary to regulate skydiving activity at the Anderson County Regional Airport; and

WHEREAS, the County has determined that, in consideration of foregoing, benefit would inure to the public by execution of this Business License Agreement.

NOW THEREFORE, for and in consideration of the covenants and agreements herein contained and in further consideration which is hereby acknowledged, and of the terms and conditions herein set forth, the parties hereto do agree as follows:

Section 1. Business Operations.

Operator may engage in the business of skydiving and related services.

Section 2. Use of Airport Property.

Operator may use and have access to all public areas of the Airport. Operator must follow all posted signage, including areas that are designated not open to the public, closed, or authorized personnel only.

Operator’s users, customers, and invited guests must be escorted in and out of the airport grounds by Operator. Operator shall be responsible for their guests at all times while their guests are within the airport grounds. The airport grounds include hangar space, runway area, staging area, or any area that requires a fob or passcode for access.

If Operator has a hanger lease at the Anderson Regional Airport, there is a limit of 5 cars that shall be allowed upon the airport grounds. Any additional vehicles must be parked in the airport parking lot. There is no limit to the number of cars that may be parked by Operator’s users, customers, and invited guests in the airport parking lot.

Section 3. Business Hours.

Operator may conduct business during any time the airport is open. The airport may be closed by the Airport Director by providing written notice or by posting signage.

Section 4. Appearance of Business.

The Operator shall not advertise, solicit, or offer their service in any way on the Airport property without the prior written consent of the Airport Director. No advertisement, symbol, sign, or corporate logo may be applied or affixed to the outside of any building without the written consent of the Airport Director.

Section 5. Term of License.

This license is immediately revocable upon cause. Cause for revocation of this business license includes breaching, or failing to abide by, any of the terms of this agreement or not following signage posted upon the Airport property, or any other reason considered necessary by the Airport Manager. The term of this business license is for 1 year and automatically renews for a period of 10 years. At the end of any 1-year term, the Airport Director can require the Operator to enter into a new business license agreement with modified or additional terms as determined by Anderson County Council or the Airport Director.

Either party may terminate this license agreement for convenience upon actual notice to the other party or upon written notice provided to the addresses provided below, which is effective once received.

For Operator:

For Airport: Attn: Airport Director
5805 Airport Road
Anderson, SC 29626

Section 6. Effect of Termination.

If this license is terminated by either party, the right of the Operator to use the Property to conduct business operations immediately ceases. The Operator shall have 30 days to remove any business equipment or material from the Property. The Operator shall maintain insurance on the business equipment or material until the equipment or material is removed from the Property or 30 days after termination, whichever is later.

Section 7. Improvements or Fixtures.

Nothing in this license agreement grants the Operator the ability or right to install, modify, or remove any improvements or fixtures of any kind at the Property.

Section 8. Use of Common Areas.

This license grants Operator's business users, guests, and customers the right to use the common areas of the airport, including the parking lot, public lounge, and public bathrooms. This license does not grant Operator or Operator's business users, guests, or customers use of Airport employee work areas, any area designated as "Not a Public Area," or any hangar or outdoor storage space.

Section 9. Compliance with Laws and Regulations.

It is understood this license is subject and subordinated to the terms and conditions of the documents and permissions under which Anderson County is authorized to use the airport property.

Operator shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability, or in any manner contrary to law, while operating a business under this license agreement.

Operator and its invited guests shall abide by all local, state, and federal laws, rules, and regulations. Operator and its invited guests shall abide by all posted signage.

Section 10. Ejection.

Operator and any invited guests may be ejected from the Property for any reason at any time by the Airport Director.

Section 11. Liability.

Operator shall be liable to Airport for any damage of any nature caused by Operator or Operator's users, customers, or invited guests. This includes damages to Airport property or property of other users of the airport.

Section 12. Right of Lien.

Operator agrees that any unpaid damages caused by Operator or Operator's users, customers, or invited guests can be applied as a lien against any property or equipment stored at the Property or against any property or equipment owned by Operator. Operator grants Airport Director the right to file a UCC financing statement against any property or equipment of Operator if any unpaid damage is not fully satisfied within 30 days notice of such unpaid damage.

Section 13. License Not Assignable.

This license is not assignable or transferable in any way.

Section 14. Responsibility of Operator's Users, Customers, or Invited Guests.

Operator has full responsibility of its users, customers, and invited guests. Airport shall have no responsibility or duty to Operator's users, customers, and invited guests. Notwithstanding the foregoing, the Airport or any of its employees may immediately eject an Operator's users, customers, and invited guests at any point for any reason. If an Operator's user, customer, or invited guest refuses to leave after being ejected, the Airport Director may revoke Operator's license under this agreement.

Section 15. Non-Exclusive License.

This is not an exclusive license. Operator has no exclusive rights under this license agreement.

Section 16. Relationship of the Parties.

Nothing in this license creates a partnership or business relationship in any way. This license only grants the Operator a right to conduct a commercial business on the Property.

Section 17. Environmental Laws

Operator shall follow all local, state, and federal laws relating to environmental matters, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.); the Hazardous Material Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.); the Clean Water Act (33 U.S.C. § 1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); the Safe Drinking Water Act (42 U.S.C. § 300f-§ 300h-11 et seq.); the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the State Underground Petroleum Environmental Response Bank Act of 1988 (South Carolina Code § 44-2-10, et. seq.); and the South Carolina Pollution Control Act, (§ 48-1-10, et. seq.), as amended.

Section 18. Governing Law.

This license is governed by South Carolina law and any action brought by or because of this license shall be in the Anderson County circuit court or in the Federal District Court for the District of South Carolina.

Section 19. Severability.

In the event any portion of this license is held to be unenforceable for any reason, the remainder of the agreement shall be in full force and effect and enforceable in accordance with its terms; however, if a court determines this license is not revocable at any time, then this license shall become immediately terminated in accordance with Section 6 Effect of Termination.

Section 20. Insurance.

A. Required Insurance. Operator shall always obtain and maintain continuously in effect during the term of this Agreement, at Operator's sole expense, the following insurance:

1. Comprehensive general liability insurance protecting Airport against any and all liability arising by reason of Operator's conduct incident to the use of the Premises, or resulting from any accident occurring on or about the roads, driveways, or other public places, including runways and taxiways, or other established operations under an executed letter of operating agreement afforded to Operator by Airport, caused by or arising out of wrongful act or omission of Operator, in the minimum amount of 1,000,000.00 Per Occurrence/ 2,000,000.00 Aggregate. Operator further agrees to hold harmless and indemnify Anderson County government, its employees and agents for any and all claims arising out of any injury, disability or death of the Operator's invitees, customers, vendors, principals or agents;
2. Passenger liability insurance in the minimum amount of Five Hundred Thousand (\$500,000.00) Dollars per seat, and One million (\$1,000,000.00) Dollars per occurrence;
3. Hangar Keeper's liability insurance in the minimum amount of One Million (\$1,000,000.00) Dollars;
4. Workers Compensation Insurance Covering Operator's employees. If applicable, Operator must obtain statutory limits for Worker's Compensation Insurance. Operator further agrees to hold harmless and indemnify Anderson County government its employees, and agents for any and all claims arising out of any injury, disability or death of the Operator's employees or agents.
5. Fire and extended coverage insurance on all fixed improvements erected or established by Operator on or in the Premises to the full insurable value thereof.

Operator shall, at its sole cost and expense, keep in force the above policies of insurance in the amounts as specified and as required by statute with carriers authorized to do business in the State of South Carolina. Companies writing the policies shall be A.M. Best rated A+10 or higher. Operator shall provide Airport with terms and conditions prior to the commencement of this Lease and renewal certificates promptly at the expiration or non-renewal of the policies required herein, if this Lease is in effect; and said certifications shall provide that not less than thirty (30) days written notice shall be furnished to Airport prior to the date of non-renewal or cancellation except for nonpayment of premium. THE INSURANCE SPECIFIED IN THIS SECTION SHALL NAME ANDERSON REGIONAL AIRPORT AND ANDERSON COUNTY AS ADDITIONAL INSURED.

B. Notice. Operator agrees to notify Airport in writing as soon as practicable, but no more than forty-eight (48) hours of any claim, demand, or action arising out of an occurrence covered hereunder of which Operator has knowledge, and to cooperate in the investigation and defense

thereof. Incidents involving a fatality or serious bodily injury must be reported immediately to the Airport.

C. Insurance Requirements Subject to Change. The amounts, terms, and types of insurance are subject to change annually by written notice of the Airport Director. The Parties agree that insurance amounts, terms, and types of insurance may be changed annually by the Airport Director. Operator shall update their insurance coverage upon written notice by the Airport Director before the license automatically renews. Failure to update insurance coverage is a breach of this agreement.

Section 21. Indemnification.

TO THE EXTENT NOT COVERED BY INSURANCE CARRIED IN FAVOR OF AIRPORT, ITS MEMBERS, EMPLOYEES, AND ANDERSON COUNTY, OPERATOR SHALL INDEMNIFY, KEEP AND HOLD HARMLESS AIRPORT AND ANDERSON COUNTY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGEMENTS, COSTS, AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS, INCLUDING AGENTS OR EMPLOYEES OF AIRPORT OR OPERATOR, BY REASON OF DEATH OR INJURY TO PERSONS OR LOSS OF A DAMAGE TO PROPERTY, RESULTING FROM OPERATOR'S BUSINESS ACTIVITY, OR ANYTHING DONE OR OMITTED BY OPERATOR UNDER THIS AGREEMENT EXCEPT TO THE EXTENT THAT SUCH CLAIMS DEMANDS, SUITS, JUDGEMENTS, COSTS, AND EXPENSES MAY BE ATTRIBUTED TO THE ACTS OR OMISSIONS OF AIRPORT, ITS AGENTS, OR EMPLOYEES.

Section 22. Special Regulation of Sky Diving Business.

In addition to the insurance requirements of section 20, any Operator who conducts sky diving must have insurance on sky divers. The Operator is required to be a Group Member of the United States Parachute Association, (USPA). The Operator will comply with the Basic Safety Requirements of USPA in connection with all skydiving activities and hold the county of Anderson, and Anderson County Area Regional Airport, its agents and employees, not responsible in any and all claims arising from any activities of the Operator. The Operator shall have on duty while open for business at least one (1) parachute instructor who has been certified by USPA, one (1) parachute rigger who has been certified by the Federal Aviation Administration (FAA), and one (1) pilot with a commercial rating who has been certified by the FAA.

Section 23. Legal Release Required by Operator's Users, Customers, and Invited Guests.

Operator must obtain a binding, enforceable legal disclaimer from all Operator's users, customers, and invited guests. The legal disclaimer must say that skydiving is an inherently dangerous activity and the Operator's users, customers, and invited guests understand that death or serious injury could occur during skydiving. The legal disclaimer must provide that the Operator's users, customers, and invited guests assume the risk of such death or serious injury that may arise from skydiving activities. The legal disclaimer must include that the Operator's users, customers, and

invited guests release Anderson Regional Airport and Anderson County from any injury that may arise from skydiving activities.

At least once per month, Operator must turn over all legal disclaimers to the Airport Director.

WHEREFORE the parties execute this Business License Agreement on the ____ day of _____, 20__.

[Operator's Authorized Representative]
[Operator's Company Name]
[Operator's Business Address]

Brett Garrison - Airport Director
Anderson Regional Airport
5805 Airport Road
Anderson, SC 29626

Anderson County, South Carolina

**BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION**

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

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

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

Name: Griffin Tommy M.
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. SEDGEWOOD SPECIAL TAX DISTRICT
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ 29642
Mailing

Home Phone _____ Cell Phone: _____

Email _____ preferred method of contact: Home Phone

County Council District: 6 GED Equivalent: Yes or No

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

College Attended: Greenville Tec. Degree: EMT TRAINING

Address of College: Greenville S.C.

Employment History:

<u>COMPANY</u>	<u>POSITION</u>	<u>EMPLOYMENT DATES</u>
<u>Retired</u>	<u>Balance Trucking</u>	<u>1994 to 2009</u>
<u>Spartanburg, S.C.</u>		

Tommy M. Griffin
Signature of Applicant

3-25-2024
Date

Recommendation of Council: _____

**BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION**

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

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

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

Name: ARNOLD DONALD F.
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. SEDGEWOOD SPECIAL TAX DISTRICT
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ Physical
_____ SAME _____ Mailing

Home Phone: N/A Cell Phone: _____

Email _____ (Preferred method of contact: YES)

County Council District: _____ GED Equivalent: Yes or No

Highest Level of Education: B.S. FINNANCE High School Grad: Yes or No

College Attended: SUNY FREDONIA Degree: B.S. FINN

Address of College: FREDONIA N.Y.

Employment History:

COMPANY	POSITION	EMPLOYMENT DATES
<u>3M</u>	<u>WAREHOUSE OPERATOR</u>	<u>4/92 - 10/2021</u>

Donald F. Arnold
Signature of Applicant

3-31-26
Date

Recommendation of Council: _____



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: 864-260-4856

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glen A. Davis
Council District 2

Gary High
Council District 3

Jenny Davis
Council District 6

Cindy Wilson
Council District 7

Renee Walls
Clerk to Council

Buffy Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

DAVID'S TABLE INC

EIN# 27-1040161

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

\$7000

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

7TH ANNUAL DINNER, DANCE - EDUCATION FOR SPECIAL NEEDS FAMILIES & CARE GIVERS

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: SANJEEV KUMAR MD

Mailing Address: 3000 BAREFOOT TRAIL, ANDERSON SC 29621

Phone Number: 864 634 1187

Email: DRSANJEEVKUMAR@HOTMAIL.COM

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

NONE

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

Signature

Print Name

SANJEEV KUMAR

Date

03/19/2026

RECREATION FUND APPROPRIATIONS APPLICATION FORM
WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All Districts

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

1. Name of entity requesting recreation fund appropriation:
The Greater Anderson Musical Arts Consortium, Inc. (GAMAC)

2. Amount of Request: \$2,100.00 (\$300 from each council member)

3. The purpose for which the funds are being requested:
GAMAC's is ending its 2025-2026 concert season on May 3, 2026, with a celebration of our nation's 250th birthday, as well as conclusion of the Anderson Symphony Orchestra's 50th season of bringing excellence in musical arts performance to Anderson. We are offering free tickets to veterans and active military for this patriotic concert, during which the ASO will perform "Armed Forces Salute" and recognize any active military and veterans in the audience. The requested funds will cover the cost of approximately 100 tickets. We would love Anderson County Council to support our veterans through this concert, which we hope will connect our community and fill listeners with pride and joy as they experience the emotional music of our nation's history, from our national anthem to rousing marches to the mournful notes of Taps. Anderson County Council will be named as an Armed Forces Sponsor at the concert, both in the program and from the stage. (If funds are received after May 3, recognition will be on social media.) We appreciate your consideration of funds to GAMAC, which provides high-quality cultural entertainment for our community, as well as drawing tourism and economic development.

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. Documentation is attached.

5. Contact Person: Kylie Herbert, Executive Director
Mailing Address: P.O. Box 2365, Anderson, SC 29622
Telephone Number: (864) 231-6147 **Email:** kherbert@gamac.org

6. Statement as to whether the entity will be providing matching funds:
GAMAC will provide full matching funds through concert ticket sales.

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.

 4/2/2026
Kylie Herbert, Executive Director



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING
FUNDING FROM:
DISTRICT: Anderson

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

Renee Watts
Clerk to Council
Rusty Burns
County Administrator

Mail/Email to:

Anderson County Council Clerk

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

1. Name of entity requesting recreation fund appropriation: *Foothills Community Foundation (fiscal sponsor for I Missed That Sound film project)*

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): *Depending on the level of county involvement and partnership, support in the range of \$10,000–\$50,000 would allow us to significantly expand local hiring, locations, and economic impact within Anderson.*

3. The purpose for which the funds are being requested: *I Missed That Sound is a family-centered feature film designed to be produced primarily in Anderson, with approximately 95% of filming taking place locally. The purpose of the project is to create a high-quality, community-engaged production that involves local businesses, utilizes regional locations, and provides opportunities for students and residents to participate in the filmmaking process. By centering*

production in Anderson, the film aims to contribute directly to the local economy while also highlighting the area as a vibrant and welcoming location for future creative projects and tourism. The project is intended to serve as both a meaningful creative work and a catalyst for increased economic and cultural activity within Anderson County.

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.

This project is fiscally sponsored by Foothills Community Foundation, a nonprofit organization in good standing with the South Carolina Secretary of State. All grant funds would be administered through the Foundation.

Contact Person: Dean Woods, President.

Mailing Address: P. O. Box 1228, Anderson, SC 29622

Phone Number: 864-222-9096

Email: dean@foothillsfoundation.org

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

Yes. The project has already secured initial funding through a combination of private investment and philanthropic support administered through Foothills Community Foundation. These committed funds will serve as matching support, ensuring that county participation directly expands local economic and community impact. Additional funding is actively being pursued to further expand local engagement and production scope.

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

Signature _____ Print Deborah McEniry__ Name *Fiscal sponsorship of film, I Missed That Sound* Date April 8, 2026

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
401 W. PEACHTREE ST. NW
ATLANTA, GA 30365

DEPARTMENT OF THE TREASURY

Date: JAN 25 1993

GREATER ANDERSON MUSICAL ARTS
CONSORTIUM INC
PO BOX 899
ANDERSON, SC 29622

Employer Identification Number:
57-0942964
Case Number:
586011011
Contact Person:
ROBERTA VAN METER
Contact Telephone Number:
(404) 331-0185
Our Letter Dated:
May 12, 1992
Addendum Applies:
No

Dear Applicant:

-- This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

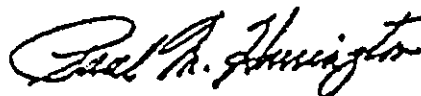
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



District Director



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 2 _____

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

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

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: SC State University
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$2,000.00
3. The purpose for which the funds are being requested: To cover transportation and registration fees for summer camp activities for Anderson County youth participants.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
5. Contact Person: Boyd Owens
Mailing Address: PO Box 220 Anderson, SC 29622
Phone Number: 864-332-0910
Email: bowens@scsu.edu
6. Statement as to whether the entity will be providing matching funds: Yes, the funds requested will be matched 3:1

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

Boyd Owens
Print Name

4-7-26
Date

Program Description

1890 Explorer's Camp Program Overview

The 1890 Explorers Camp is a dynamic youth development experience designed to inspire curiosity, build leadership skills, and expand opportunities for young people in Anderson County. Rooted in the mission of the 1890 Extension Program, the camp provides hands-on learning that connects youth to agriculture, STREAM, healthy living, and personal development in a fun, supportive environment. Participants engage in interactive workshops, team-building activities, and real-world problem-solving that strengthen critical thinking, communication, and collaboration. The program emphasizes positive youth development by fostering confidence, responsibility, and a sense of belonging, while exposing campers to new career pathways and educational possibilities. Through partnerships with community organizations, educators, and Extension professionals, the 1890 Explorer's Camp creates an enriching space where young people can explore their potential, build meaningful relationships, and develop the skills needed to thrive academically, socially, and personally.

The funds requested will be used to cover registration fees for youth from Anderson County to participate in the 1890 Explorer's Camp Program. These funds will ensure that young people have full access to this enriching educational experience without financial barriers. By supporting registration costs, the funding directly expands participation, promotes equitable opportunity, and allows more Anderson County youth to benefit from the program's hands-on learning, leadership development, and positive youth engagement activities.

DISTRICT 1 - SPECIAL PROJECTS

560301 528600

FY Ended June 30, 2026

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	100.00
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(250.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(250.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(500.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(500.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(500.00)
07/15/25	07/22/25	38152	JBECO	(500.00)
07/15/25	07/22/25	38240	Zone Services Inc	(750.00)
08/05/25	08/13/25	38641	Bulldog Fishing	(500.00)
08/05/25	08/13/25	38764	Piedmont Historical	(200.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(1,000.00)
08/05/25	08/13/25	38828	Wetside Community Center	(500.00)
09/02/25	09/10/25	39424	Anderson Aviation	(750.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(500.00)
09/16/25	09/24/25	39854	Anchored in His Grace Ministry	(500.00)
09/16/25	09/24/25	39858	Anderson County Chapter of SC Genealogical Society	(500.00)
09/16/25	09/24/25	39859	Anderson County Convention & Visitors Bureau-Jackie Seawall Junior Golf Team	(1,500.00)
10/07/25	10/15/25	40539	Anderson Voices for Animals	(1,500.00)
10/07/25	10/15/25	40606	Foothills Community Health Care	(750.00)
10/07/25	10/15/25	40696	Shock City Jeep Club	(250.00)
10/07/25	10/15/25	40703	South Main Chapel & Mercy Center	(750.00)
10/07/25	10/15/25	40716	United Way of Anderson County-Leadership Anderson Class 40	(500.00)
10/07/25	10/15/25	40732	YMCA of Anderson	(3,000.00)
10/21/25	10/29/25	41119	United Way of Anderson County-AOP Clubhouse	(1,500.00)
11/04/25	11/19/25	41466	Family Promise of Anderson County	(700.00)
11/04/25	11/19/25	41470	First Light	(750.00)
11/04/25	11/19/25	41649	United Negro College Fund	(750.00)
11/18/25	11/26/25	41686	Anderson Chapter National Federation of the Blind	(500.00)
11/18/25	11/26/25	41799	New Foundations for Children	(250.00)
01/06/26	01/14/26	42884	Renaissance Academy	(2,000.00)
01/20/26	01/29/26	43237	Junior League of Anderson	(500.00)
01/20/26	01/29/26	43267	Palmetto Knights	(500.00)
02/03/26	02/11/26	43447	Anderson University	(500.00)
02/03/26	02/11/26	43538	Just Jeanie Media Foundation Inc.	(500.00)
02/03/26	02/11/26	43610	The Lot Project Inc.	(750.00)
03/03/26	03/11/26	44440	Men at Work	(300.00)
03/17/26	03/24/26	44722	Anderson Arts Center	(500.00)
03/17/26	03/24/26	44877	Zone Services Inc	(500.00)
04/07/26	04/15/26	45319	Common Good - Good of All	(750.00)
			Ending Balance	12,900.00

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

Rita Davis

Renee Watts, Clerk to Council

Rita Davis, CFO

 DATE:

 DATE: April 15, 2026

DISTRICT 2 - SPECIAL PROJECTS
560302 528600
FY Ended June 30, 2026

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	4,781.69
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(250.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(250.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(500.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(200.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(500.00)
07/15/25	07/22/25	38152	JBECO	(1,000.00)
07/15/25	07/22/25	38240	Zone Services Inc	(2,000.00)
08/05/25	08/13/25	38641	Bulldog Fishing	(250.00)
08/05/25	08/13/25	38764	Piedmont Historical	(200.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(1,000.00)
08/05/25	08/13/25	38828	Wetside Community Center	(1,000.00)
09/02/25	09/10/25	39424	Anderson Aviation	(1,000.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(200.00)
09/16/25	09/24/25	39854	Anchored in His Grace Ministry	(500.00)
09/16/25	09/24/25	39858	Anderson County Chapter of SC Genealogical Society	(500.00)
09/16/25	09/24/25	39859	Anderson County Convention & Visitors Bureau-Jackie Seawall Junior Golf Team	(500.00)
10/07/25	10/15/25	40539	Anderson Voices for Animals	(1,500.00)
10/07/25	10/15/25	40606	Foothills Community Health Care	(2,000.00)
10/07/25	10/15/25	40696	Shock City Jeep Club	(358.00)
10/07/25	10/15/25	40703	South Main Chapel & Mercy Center	(1,000.00)
10/07/25	10/15/25	40716	United Way of Anderson County-Leadership Anderson Class 40	(500.00)
10/07/25	10/15/25	40732	YMCA of Anderson	(1,000.00)
10/21/25	10/29/25	41119	United Way of Anderson County-AOP Clubhouse	(1,000.00)
11/04/25	11/19/25	41466	Family Promise of Anderson County	(750.00)
11/04/25	11/19/25	41470	First Light	(1,000.00)
11/04/25	11/19/25	41649	United Negro College Fund	(1,500.00)
11/18/25	11/26/25	41686	Anderson Chapter National Federation of the Blind	(1,000.00)
11/18/25	11/26/25	41799	New Foundations for Children	(250.00)
01/06/26	01/14/26	42884	Renaissance Academy	(1,500.00)
01/20/26	01/29/26	43163	Anderson Arts Center	(200.00)
01/20/26	01/29/26	43237	Junior League of Anderson	(500.00)
01/20/26	01/29/26	43267	Palmetto Knights	(1,000.00)
02/03/26	02/11/26	43447	Anderson University	(500.00)
02/03/26	02/11/26	43538	Just Jeanie Media Foundation Inc.	(500.00)
02/03/26	02/11/26	43610	The Lot Project Inc.	(800.00)
03/03/26	03/11/26	44440	Men at Work	(500.00)
03/17/26	03/24/26	44722	Anderson Arts Center	(500.00)
03/17/26	03/24/26	44877	Zone Services Inc	(500.00)
04/07/26	04/15/26	45319	Common Good - Good of All	(1,000.00)
04/07/26	04/15/26	45424	SC HBCU-Inner Alumni Council	(1,500.00)
			Ending Balance	14,073.69

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

Rita Davis

Renee Watts, Clerk to Council

Rita Davis, CFO

DATE: _____

DATE: April 15, 2026

DISTRICT 3 - SPECIAL PROJECTS
560303 528600
FY Ended June 30, 2026

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	4,691.89
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(1,000.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(1,000.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(500.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(250.00)
07/15/25	07/22/25	38088	Belton Area Museum Association	(1,000.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(250.00)
07/15/25	07/22/25	38152	JBECO	(750.00)
07/15/25	07/22/25	38240	Zone Services Inc	(250.00)
08/05/25	08/13/25	38641	Bulldog Fishing	(500.00)
08/05/25	08/13/25	38764	Piedmont Historical	(200.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(1,000.00)
08/05/25	08/13/25	38828	Wetside Community Center	(750.00)
09/02/25	09/10/25	39424	Anderson Aviation	(500.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(1,500.00)
09/16/25	09/24/25	39854	Anchored in His Grace Ministry	(500.00)
09/16/25	09/24/25	39858	Anderson County Chapter of SC Genealogical Society	(700.00)
09/16/25	09/24/25	39859	Anderson County Convention & Visitors Bureau-Jackie Seawall Junior Golf Team	(500.00)
09/16/25	09/24/25	39875	Belton Center for the Arts	(500.00)
10/07/25	10/15/25	40539	Anderson Voices for Animals	(500.00)
10/07/25	10/15/25	40606	Foothills Community Health Care	(750.00)
10/07/25	10/15/25	40696	Shock City Jeep Club	(500.00)
10/07/25	10/15/25	40703	South Main Chapel & Mercy Center	(500.00)
10/07/25	10/15/25	40716	United Way of Anderson County-Leadership Anderson Class 40	(500.00)
10/21/25	10/29/25	41119	United Way of Anderson County-AOP Clubhouse	(750.00)
10/21/25	10/29/25	41039	Iva Recreation Association	(850.00)
11/04/25	11/19/25	41466	Family Promise of Anderson County	(500.00)
11/04/25	11/19/25	41470	First Light	(500.00)
11/04/25	11/19/25	41649	United Negro College Fund	(500.00)
11/18/25	11/26/25	41686	Anderson Chapter National Federation of the Blind	(250.00)
11/18/25	11/26/25	41799	New Foundations for Children	(250.00)
11/18/25	11/26/25	41747	Friends of Broadway Lake	(250.00)
12/16/25	01/07/26	42564	Crescent Elite Shooters	(1,000.00)
12/16/25	01/07/26	42609	Hejaz Shrine Circus	(250.00)
01/06/26	01/14/26	42884	Renaissance Academy	(500.00)
01/06/26	01/14/26	42924	SC State Chili Cook Off	(3,000.00)
01/20/26	01/29/26	43163	Anderson Arts Center	(500.00)
01/20/26	01/29/26	43237	Junior League of Anderson	(500.00)
01/20/26	01/29/26	43267	Palmetto Knights	(500.00)
02/03/26	02/11/26	43447	Anderson University	(750.00)
02/03/26	02/11/26	43538	Just Jeanie Media Foundation Inc.	(500.00)
02/03/26	02/11/26	43610	The Lot Project Inc.	(750.00)
03/03/26	03/11/26	44440	Men at Work	(300.00)
03/17/26	03/24/26	44722	Anderson Arts Center	(500.00)
03/17/26	03/24/26	44877	Zone Services Inc	(500.00)
04/07/26	04/15/26	45319	Common Good - Good of All	(1,000.00)
			Ending Balance	15,891.89

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

Rita Davis

Renee Watts, Clerk to Council

Rita Davis, CFO

DATE:

DATE: April 15, 2026

DISTRICT 4 - SPECIAL PROJECTS
560304 528600
FY Ended June 30, 2026

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	5,449.99
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(500.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(500.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(200.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(200.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(200.00)
07/15/25	07/22/25	38152	JBECO	(500.00)
07/15/25	07/22/25	38240	Zone Services Inc	(250.00)
08/05/25	08/13/25	38641	Bulldog Fishing	(700.00)
08/05/25	08/13/25	38644	CESA	(3,500.00)
08/05/25	08/13/25	38764	Piedmont Historical	(500.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(1,000.00)
08/05/25	08/13/25	38828	Wetside Community Center	(500.00)
09/02/25	09/10/25	39424	Anderson Aviation	(500.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(200.00)
09/16/25	09/24/25	39854	Anchored in His Grace Ministry	(500.00)
09/16/25	09/24/25	39858	Anderson County Chapter of SC Genealogical Society	(1,500.00)
09/16/25	09/24/25	39859	Anderson County Convention & Visitors Bureau-Jackie Seawall Junior Golf Team	(600.00)
10/07/25	10/15/25	40539	Anderson Voices for Animals	(500.00)
10/07/25	10/15/25	40606	Foothills Community Health Care	(1,500.00)
10/07/25	10/15/25	40696	Shock City Jeep Club	(300.00)
10/07/25	10/15/25	40703	South Main Chapel & Mercy Center	(1,000.00)
10/07/25	10/15/25	40716	United Way of Anderson County-Leadership Anderson Class 40	(500.00)
10/07/25	10/15/25	40732	YMCA of Anderson	(1,000.00)
10/21/25	10/29/25	41119	United Way of Anderson County-AOP Clubhouse	(2,500.00)
11/04/25	11/19/25	41466	Family Promise of Anderson County	(500.00)
11/04/25	11/19/25	41470	First Light	(500.00)
11/04/25	11/19/25	41649	United Negro College Fund	(500.00)
11/18/25	11/26/25	41686	Anderson Chapter National Federation of the Blind	(500.00)
11/18/25	11/26/25	41799	New Foundations for Children	(200.00)
01/06/26	01/14/26	42884	Renaissance Academy	(1,000.00)
01/20/26	01/29/26	43163	Anderson Arts Center	(250.00)
01/20/26	01/29/26	43237	Junior League of Anderson	(358.00)
01/20/26	01/29/26	43267	Palmetto Knights	(2,000.00)
02/03/26	02/11/26	43447	Anderson University	(500.00)
02/03/26	02/11/26	43538	Just Jeanie Media Foundation Inc.	(500.00)
02/03/26	02/11/26	43610	The Lot Project Inc.	(700.00)
02/17/26	02/18/26	43705	Lake Hartwell Partners for Clean Water	(2,604.42)
			Ending Balance	16,187.57

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

Rita Davis

Renea Watts, Clerk to Council

Rita Davis, CFO

DATE: _____
DATE: April 15, 2026

DISTRICT 5 - SPECIAL PROJECTS
560305 528600
FY Ended June 30, 2026

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	46,016.15
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(750.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(750.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(300.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(500.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(250.00)
07/15/25	07/22/25	38152	JBECO	(500.00)
07/15/25	07/22/25	38240	Zone Services Inc	(1,000.00)
08/05/25	08/13/25	38641	Bulldog Fishing	(500.00)
08/05/25	08/13/25	38764	Piedmont Historical	(200.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(4,500.00)
08/05/25	08/13/25	38828	Wetside Community Center	(500.00)
09/02/25	09/10/25	39424	Anderson Aviation	(1,000.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(250.00)
09/16/25	09/24/25	39854	Anchored in His Grace Ministry	(500.00)
09/16/25	09/24/25	39858	Anderson County Chapter of SC Genealogical Society	(2,000.00)
09/16/25	09/24/25	39859	Anderson County Convention & Visitors Bureau-Jackie Seawall Junior Golf Team	(1,900.00)
10/07/25	10/15/25	40539	Anderson Voices for Animals	(500.00)
10/07/25	10/15/25	40606	Foothills Community Health Care	(1,500.00)
10/07/25	10/15/25	40696	Shock City Jeep Club	(800.00)
10/07/25	10/15/25	40703	South Main Chapel & Mercy Center	(1,000.00)
10/07/25	10/15/25	40716	United Way of Anderson County-Leadership Anderson Class 40	(500.00)
10/07/25	10/15/25	40732	YMCA of Anderson	(1,000.00)
10/21/25	10/29/25	41119	United Way of Anderson County-AOP Clubhouse	(1,000.00)
11/04/25	11/19/25	41466	Family Promise of Anderson County	(500.00)
11/04/25	11/19/25	41470	First Light	(500.00)
11/04/25	11/19/25	41649	United Negro College Fund	(1,000.00)
11/18/25	11/26/25	41686	Anderson Chapter National Federation of the Blind	(1,000.00)
12/16/25	01/07/26	42609	Hejaz Shrine Circus	(500.00)
01/06/26	01/14/26	42884	Renaissance Academy	(1,000.00)
01/20/26	01/29/26	43237	Junior League of Anderson	(700.00)
01/20/26	01/29/26	43267	Palmetto Knights	(1,000.00)
02/03/26	02/11/26	43447	Anderson University	(500.00)
02/03/26	02/11/26	43610	The Lot Project Inc.	(1,000.00)
03/03/26	03/11/26	44440	Men at Work	(300.00)
02/17/26	02/18/26	43705	Lake Hartwell Partners for Clean Water	(2,604.42)
03/17/26	03/24/26	44722	Anderson Arts Center	(500.00)
03/17/26	03/24/26	44877	Zone Services Inc	(500.00)
04/07/26	04/15/26	45319	Common Good - Good of All	(500.00)
			Ending Balance	52,211.73

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

Rita Davis

Renee Watts, Clerk to Council

Rita Davis, CFO

DATE: _____

DATE: April 15, 2026

DISTRICT 6 - SPECIAL PROJECTS
560306 528600
FY Ended June 30, 2026

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	24,020.45
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(250.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(250.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(200.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(200.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(200.00)
07/15/25	07/22/25	38152	JBECO	(200.00)
07/15/25	07/22/25	38240	Zone Services Inc	(250.00)
08/05/25	08/13/25	38644	CESA	(3,500.00)
08/05/25	08/13/25	38764	Piedmont Historical	(2,000.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(1,500.00)
09/02/25	09/10/25	39424	Anderson Aviation	(500.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(500.00)
09/16/25	09/24/25	39854	Anchored in His Grace Ministry	(700.00)
09/16/25	09/24/25	39858	Anderson County Chapter of SC Genealogical Society	(700.00)
10/07/25	10/15/25	40574	Connect Powdersville	(7,500.00)
10/07/25	10/15/25	40674	PLAY	(5,000.00)
10/07/25	10/15/25	40703	South Main Chapel & Mercy Center	(1,000.00)
10/21/25	10/29/25	41119	United Way of Anderson County-AOP Clubhouse	(750.00)
11/04/25	11/19/25	41466	Family Promise of Anderson County	(500.00)
11/04/25	11/19/25	41470	First Light	(500.00)
11/04/25	11/19/25	41649	United Negro College Fund	(500.00)
11/18/25	11/26/25	41686	Anderson Chapter National Federation of the Blind	(250.00)
11/18/25	11/26/25	41799	New Foundations for Children	(250.00)
01/06/26	01/14/26	42884	Renaissance Academy	(1,000.00)
03/03/26	03/11/26	44440	Men at Work	(300.00)
03/03/26	03/11/26	44456	Powdersville YMCA	(2,500.00)
04/07/26	04/15/26	45319	Common Good - Good of All	(500.00)
04/07/26	04/15/26	45400	Piedmont Village Christmas Lights	(2,000.00)
			Ending Balance	30,520.45

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

Rita Davis

Renee Watts, Clerk to Council

Rita Davis, CFO

DATE:

DATE: April 15, 2026

DISTRICT 7 - SPECIAL PROJECTS
560307 528600
FY Ended June 30, 2026

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	0.00
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(125.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(125.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(2,000.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(500.00)
07/15/25	07/22/25	38240	Zone Services Inc	(250.00)
08/05/25	08/13/25	38764	Piedmont Historical	(200.00)
08/05/25	08/13/25	38807	Town of Honea Path	(5,000.00)
08/05/25	08/13/25	38808	Town of Pelzer	(5,000.00)
08/05/25	08/13/25	38810	Town of West Pelzer	(5,000.00)
08/05/25	08/13/25	38811	Town of Williamston	(5,000.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(500.00)
08/05/25	08/13/25	38828	Wetside Community Center	(200.00)
08/05/25	08/13/25	38647	Cheddar Youth Center	(3,500.00)
09/02/25	09/10/25	39424	Anderson Aviation	(250.00)
09/02/25	09/10/25	39439	Bolton American Legion Post 51	(250.00)
09/02/25	09/10/25	39451	Caroline Community Center	(5,000.00)
09/16/25	09/24/25	39854	Anchored In His Grace Ministry	(250.00)
09/16/25	09/24/25	39858	Anderson County Chapter of SC Genealogical Society	(250.00)
10/07/25	10/15/25	40539	Anderson Voices for Animals	(250.00)
10/07/25	10/15/25	40716	United Way of Anderson County-Leadership Anderson Class 40	(250.00)
10/21/25	10/29/25	41119	United Way of Anderson County-AOP Clubhouse	(500.00)
11/04/25	11/19/25	41466	Family Promise of Anderson County	(250.00)
11/04/25	11/19/25	41470	First Light	(250.00)
11/04/25	11/19/25	41649	United Negro College Fund	(250.00)
11/18/25	11/26/25	41686	Anderson Chapter National Federation of the Blind	(250.00)
01/06/26	01/14/26	42884	Renaissance Academy	(500.00)
02/03/26	02/11/26	43447	Anderson University	(250.00)
02/03/26	02/11/26	43610	The Lot Project Inc.	(500.00)
04/07/26	04/15/26	45457	Williamston Cemetery Committee	(1,000.00)
			Ending Balance	2,350.00

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

Rita Davis

Renee Watts, Clerk to Council
Rita Davis, CFO

DATE: April 15, 2026