Greenwood County Council

Tuesday, November 3, 2026

Meeting Packet



Greenwood County Library

American Veterans Auditorium

Regular Meeting

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AGENDA
REGULAR MEETING
GREENWOOD COUNTY COUNCIL
TUESDAY, NOVEMBER 3, 2026
GREENWOOD COUNTY LIBRARY
4:00 P.M.

CALL TO ORDER

EXECUTIVE SESSION - 4:00pm
Action may be taken on items discussed in executive session.

1. Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body; however, if an adversary hearing involving the employee or client is held, the employee or client has the right to demand that the hearing be conducted publicly. Nothing contained in this item shall prevent the public body, at its discretion, from deleting the names of the other employees or clients whose records are submitted for use at the hearing.
2. Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim.
3. Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body.
4. Discussion regarding the development of security personnel or devices.

BEGINNING OF REGULAR PUBLIC MEETING – 5:30pm

CALL TO ORDER

INVOCATION
Councilman Theo Lane, District Seven

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES FOR OCTOBER 20, 2026 REGULAR MEETING

PUBLIC COMMENT

Pursuant to Section 2-2-9 of the Code of Ordinances of Greenwood County, as amended April 2, 2013, a member of the public may speak on any listed item appearing on the agenda, except for personnel matters. Please identify the agenda item to which you will be speaking. No speaker will be allowed to

speak to multiple agenda items. At the discretion of the Chairman or presiding officer, the length of time for any speaker's presentation may be limited, and the number of speakers may also be limited.

A member of the public may submit a written Public Comment to the Clerk to County Council via email: smcintyre@greenwoodsc.gov by Tuesday, November 3, 2026 at 12:00 Noon. The meeting will be streamed live on the County YouTube Video Channel. Your comment may be read during this portion of the meeting and included in the minutes for the meeting.

PRESENTATIONS

- Quarterly Update on Investments from First Citizens Bank – Neil Chapman and Jared Davison

OLD BUSINESS

A. Ordinance 2026-29 removing a Parcel from the Idlewood Special Tax District. – Steffanie Dorn, Deputy County Manager for Finance **THIRD READING**

B. Ordinance 2026-30 to amend Section 6-3-115 of the Greenwood County Zoning Ordinance regarding abandoned or obsolete signs. – Rob Russian, Deputy County Manager for Operations **THIRD READING**

C. Ordinance 2026-31 to amend the Greenwood County Zoning Map, as and if amended, so that a portion of one (1) parcel of land totaling approximately 2.39 acres in Greenwood County at 116 Old Mount Moriah Road (GPIN 6854-464-655) changes from C-2 (General Commercial) to R-3 (Single-Family Residential). – Rob Russian, Deputy County Manager for Operations **THIRD READING**

D. Ordinance 2026-32 authorizing the execution and delivery of a Fee in Lieu of Tax Agreement by and between Greenwood County, South Carolina and Fieldstone SC Solar LLC, a company formerly known to the county as Project Apollo, 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. – James Bateman, Economic Development Director and Taylor Robinson, Development Operation Director, Grenergy USA **SECOND READING**

PUBLIC HEARINGS

None

NEW BUSINESS

A. Election of the County Council Vice Chairman. – Carson Penney, County Attorney

B. Consideration of the Purchase of a Skid Steer for Recycle Department. – Rob Russian, Deputy County Manager for Operations

C. Consideration of the Purchase of a Rolloff Truck for SWC Department. – Rob Russian, Deputy County Manager for Operations

D. Resolution 2026-36 to amend the FY27 budget for expenditure of prior year surplus funds and cancelling a transfer from the FY26 budget. – Steffanie Dorn, Deputy County Manager for Finance

E. Resolution 2026-37 amending millage for Fiscal Year ending June 30, 2027 for Hillbrook and Forest Hills. – Steffanie Dorn, Deputy County Manager

F. Ordinance 2026-33 adding a parcel to the Forest Hills Special Tax District (Title Only). – Steffanie Dorn, Deputy County Manager for Finance **FIRST READING**

PENDING ITEMS

None

DISTRICT REPORTS
MANAGER'S REPORT
ATTORNEY'S REPORT

ADJOURNMENT

MINUTES
REGULAR MEETING
GREENWOOD COUNTY COUNCIL
TUESDAY, OCTOBER 20, 2026
4:00 P.M.

MEMBERS PRESENT
Councilwoman Teresa Griffin, District One
Councilman Mark Allison, District Two
Councilwoman Johanna Bishop, District Three
Councilwoman Cathy Miller, District Four
Vice Chairman Dayne Pruitt, District Five
Councilman Robbie Templeton, District Six
Chairman Theo Lane, District Seven

STAFF PRESENT
Toby Chappell, County Manager
Susan McIntyre, Clerk to Council
Carson Penney, County Attorney

CALL TO ORDER (4:00pm)

Chairman Lane called the meeting to order at 4:00 p.m.

EXECUTIVE SESSION

Action may be taken on items discussed in executive session. Toby Chappell, County Manager, reported that Council would enter Executive Session for the following reasons:

1. Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body; however, if an adversary hearing involving the employee or client is held, the employee or client has the right to demand that the hearing be conducted publicly. Nothing contained in this item shall prevent the public body, at its discretion, from deleting the names of the other employees or clients whose records are submitted for use at the hearing. **(Personnel – County School Leave Policy)**

2. Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim. **(Contractual – Buzzards Roost Hydro Facility; Contractual – Greenwood County External Auditor; Legal – New Business Item B: School District 50's Request)**

3. Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body. **(Project Red Panda; Project Apollo; Project Banner; Project Red Hawk; Project Muscogee)**

Councilman Allison motioned to go into executive session, seconded by Councilwoman Griffin, and the motion carried by a unanimous vote.

ACTION: ***At 4:00pm, Council entered executive session.***

After the end of Executive Session, Chairman Lane asked Mr. Chappell to restate the reasons that Council went into Executive Session.

Councilman Templeton motioned to exit the executive session, seconded by Councilwoman Griffin, and the motion carried by unanimous vote.

ACTION: At 5:30pm, Council exited executive session with no action taken.

BEGINNING OF REGULAR PUBLIC MEETING – 5:30pm

INVOCATION
Councilman Robbie Templeton, District Six, delivered the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited in unison.

APPROVAL OF THE MINUTES FOR OCTOBER 6, 2026 REGULAR MEETING

Chairman Lane stated that the minutes were provided prior to the meeting and asked if there were any corrections to the minutes. There were no corrections or additions. Councilwoman Miller motioned to approve the minutes, seconded by Councilman Templeton, and the minutes were approved by a unanimous vote.

ACTION: Council approved the Minutes for the October 6, 2026 Regular Meeting as presented.

PUBLIC COMMENT (Sign-In Only)

None

PRESENTATION

- Proclamation recognizing Self Regional Healthcare and 75 years of service to Greenwood County – Chairman Theo Lane

  Chairman Lane read the proclamation and Council presented it to Dr. Matt Logan, President and CEO of Self Regional Hospital. Dr. Logan expressed appreciation to Greenwood County Council for recognizing the hospital's 75 years of service and reaffirmed its commitment to giving back to the community. He emphasized the hospital's three primary priorities: providing high-quality patient care, creating a supportive workplace for employees, and maintaining financial strength as a governmental not-for-profit organization. He highlighted recent recognition from Forbes as one of three hospitals in South Carolina to receive a five-star quality rating and from Newsweek as one of the state's best places to work. He concluded by thanking Council for the honor and sharing plans to display the recognition prominently at the hospital as part of its 75th anniversary celebration.

- Presentation by Raftelis of the Final Report for the Greenwood County Strategic Plan – Michelle Ferguson, Raftelis Executive Vice President

  Raftelis Executive Vice President Michelle Ferguson presented the final Greenwood County Strategic Plan, developed over approximately six to seven months through community and employee engagement, surveys, focus groups, and meetings with County Council and staff. The plan establishes the County's vision, mission, values, and six strategic focus areas: financial sustainability, community partnerships, a safe and engaged community, economic development, connected infrastructure and attainable housing, and quality of life. The plan is intended to guide County priorities and initiatives over the next three to five years. Department leadership has begun preparing for implementation, and Council expressed appreciation for the work, describing the plan as a valuable roadmap for the County's future. Chairman Lane asked for the pleasure of Council regarding the adoption of the Strategic Plan as presented. Councilwoman Miller motioned to approve, seconded by Councilwoman Bishop, and the motion carried by unanimous vote.

  ACTION: Council adopted the Greenwood County Strategic Plan as submitted and presented by Raftelis.

- Capital Project Sales Tax Quarterly Update – Josh Skinner, Capital Project Sales Tax Coordinator

  Mr. Skinner provided a quarterly update on Greenwood County's 2016 and 2024 Capital Project Sales Tax (CPST) projects, reporting continued progress across several initiatives. Completed work included the detention center renovations and stormwater drainage improvements, while recreation complex security cameras were installed and the Railroad Historical Center renovations continued, with completion anticipated in January. The Ware Shoals sewer line replacement is expected to finish by next summer, and the Harris Landing water line installation has progressed. The Public Safety Training Center has reached 90% design, with Phase One funded through $3.8 million from the 2016 CPST. The full project is expected to be completed around 2029–2030, pending additional funding. Other updates included progress on emergency access roads, flood buyout grants, the Carolina Avenue connector, and the Catherine Hall exterior renovation. Challenges remain with increased projected costs and delays for the Highway 246 project, pending grant approvals, and identifying a suitable site for the law enforcement shooting range. Council thanked Mr. Skinner for the report and requested follow-up on the Harris Landing project timeline.

- LandWise Upstate SC Economic Development Video Series – Why Economic Development Matters – James Bateman, Economic Development Director

  Mr. Bateman presented the second video in the Upstate South Carolina Alliance's Landwise Economic Development series, launched to help residents understand the economic development process and its benefits to local communities. The video highlighted how attracting businesses and supporting existing industries can create quality jobs, expand the tax base, strengthen infrastructure and schools, and improve residents' quality of life. Mr. Bateman noted that Greenwood County has announced $1.4 billion in capital investment and more than 1,400 new jobs since 2020. He also explained the Upstate Alliance's role in regional marketing and

assisting with business recruitment by promoting the region's workforce, utilities, available properties, and community resources. Additional videos will be shared at future Council meetings and through County social media.

OLD BUSINESS

None

PUBLIC HEARINGS

Chairman Lane stated the process for conducting the Public Hearing and asked for a motion to enter into the Public Hearing. Vice Chairman Pruitt motioned to enter into the Public Hearing, seconded by Councilman Templeton, and the motion carried by unanimous vote.

ACTION: Council entered into the Public Hearing.

A. Ordinance 2026-29 removing a Parcel from the Idlewood Special Tax District. – Steffanie Dorn, Deputy County Manager for Finance **SECOND READING**

Chairman Lane read the title. Ms. Dorn informed Council that a property parcel previously associated with a residence in Idlewood is now owned by a property owner in Forest Hills. The Idlewood tax commissioners requested that the parcel be removed from their district so the owner can combine it with her existing Forest Hills property. The Forest Hills commissioners have also requested that the parcel be added to their district; however, the property owner must formally submit that request before the ordinance process can begin. In the interim, the parcel would be removed from Idlewood and placed in the regular tax district. Chairman Lane asked if there was anyone to speak in favor of the request. Hearing none, he asked if there was anyone to speak in opposition to the request. There was no opposition. After the close of the public hearing, Chairman Lane asked for the pleasure of Council. Councilman Templeton motioned to approve, seconded by Vice Chairman Pruitt, and the motion carried by unanimous vote.

ACTION: Council approved the second reading of Ordinance 2026-29 regarding parcel removal from Idlewood Special Tax District.

B. Ordinance 2026-30 to amend Section 6-3-115 of the Greenwood County Zoning Ordinance regarding abandoned or obsolete signs. – Rob Russian, Deputy County Manager for Operations **SECOND READING**

Chairman Lane read the title. Mr. Russian presented a proposed text amendment to the Greenwood County Zoning Ordinance to establish regulations for abandoned and obsolete signs, aligning County requirements more closely with those of the City of Greenwood. The amendment would classify permanent signs as abandoned or obsolete when a business has been closed or the sign has been without copy for 90 consecutive days, requiring removal within 30 days of written notice from code enforcement. Exceptions would allow seasonal businesses to demonstrate intent to reopen within nine months and permit multi-tenant signs to remain when only one tenant closes, provided the obsolete panel is addressed. Mr. Russian clarified that the property owner, rather than the tenant, would be responsible for compliance and removal of the sign or affected sign panel. Chairman Lane asked if there was anyone to speak in favor of the

request. Hearing none, he asked if there was anyone to speak in opposition to the request. There was no opposition. After the close of the public hearing, Chairman Lane asked for the pleasure of Council. Councilman Allison motioned to approve, seconded by Councilwoman Miller, and the motion carried by unanimous vote.

ACTION: Council approved the second reading of Ordinance 2026-30 regarding amendment to the Zoning Ordinance for abandoned or obsolete signs.

C. Ordinance 2026-31 to amend the Greenwood County Zoning Map, as and if amended, so that a portion of one (1) parcel of land totaling approximately 2.39 acres in Greenwood County at 116 Old Mount Moriah Road (GPIN 6854-464-655) changes from C-2 (General Commercial) to R-3 (Single-Family Residential). – Rob Russian, Deputy County Manager for Operations

SECOND READING

Chairman Lane read the title. Mr. Russian presented a rezoning request to change an additional portion of property from C-2 (General Commercial) to R-3 (Residential), following Council's previous rezoning of the adjoining triangular parcel. The request would create consistent zoning across the property for sale and align with the County's future land use plan designation of medium-density residential. Both Planning staff and the Planning Commission, which recommended approval unanimously by an 11–0 vote, supported the request. Mr. Russian clarified that permitted R-3 uses include single-family detached homes, patio homes, and zero-lot-line residences, but exclude townhomes and duplexes. Other permitted uses may include athletic fields, police stations, and post offices. Chairman Lane asked if there was anyone to speak in favor of the request. Hearing none, he asked if there was anyone to speak in opposition to the request. There was no opposition. After the close of the public hearing, Chairman Lane asked for the pleasure of Council. Councilman Allison motioned to approve, seconded by Councilwoman Griffin, and the motion carried by unanimous vote.

ACTION: Council approved the second reading of Ordinance 2026-31 regarding zoning at 116 Old Mount Moriah Road.

D. The Lease of Hangars at the Greenwood County Airport. The Lessee and the designated Hangar are specified in the table below. – Rett Templeton, County Engineer

HANGAR	CUSTOMER
B-3	AARON TAYLOR

Chairman Lane read the title. Mr. Templeton provided details of the request and reminded Council of the process for hangar leases. Chairman Lane asked if there was anyone to speak in favor of the request. Hearing none, he asked if there was anyone to speak in opposition to the request. There was no opposition. After the close of the public hearing, Chairman Lane asked for the pleasure of Council. Councilman Allison motioned to approve, seconded by Councilwoman Miller, and the motion carried by unanimous vote.

ACTION: Council approved the lease of the airport hangar to Aaron Taylor as requested.

Chairman Lane asked for a motion to exit the Public Hearing. Councilman Templeton motioned to exit the Public Hearing, seconded by Councilwoman Griffin, and the motion carried by unanimous vote.

ACTION: Council exited the Public Hearings.

END OF PUBLIC HEARINGS

NEW BUSINESS

A. Consideration of the variance to the Procurement Policy to request vehicle purchase using DEA Equitable sharing funds. – Cody Bishop, Greenwood County Sheriff's Office

Chairman Lane read the title. Major Cody Bishop of the Greenwood County Sheriff's Office requested a variance from the County's procurement policy to purchase an unmarked narcotics vehicle using funds from the agency's DEA Equitable Sharing Account. The proposed vehicle, located through O.C. Welch in Hardeeville, costs $57,607, exceeding the County's $50,000 procurement threshold, with an additional estimated $4,000–$4,500 for equipment and installation. Bishop explained that the vendor meets the agency's needs, but local vendors have been unable to complete the required federal SAM.gov registration. The new vehicle would replace a 2017 Ford F-150 with approximately 165,838 miles, which would be retained as a spare vehicle rather than sold. Chairman Lane asked for the pleasure of Council. Councilwoman Miller motioned to approve, seconded by Councilman Templeton, and the motion carried by unanimous vote.

ACTION: Council approved the variance for the purchase of a vehicle using DEA Equitable sharing funds as presented.

B. Request by Greenwood School District 50 to approve its proposed sale of the Genesis Education Center to the Lander Foundation. – Carson Penney, County Attorney

Chairman Lane read the title. Ms. Penney provided information regarding the Greenwood School District 50's proposed sale of the Genesis Education Center, located at 400 Glenwood Street in Greenwood, to the Lander Foundation. The sale had already been approved by the District 50 Board of Trustees and was pending approval from the South Carolina Department of Education. Under state law, County Council's approval was also required, although the County has no ownership interest in the property. In response to a question about the proceeds, a District 50 representative Mr. Andrew Mackey explained that approximately $2 million in sale proceeds would go to the district's general fund, with the Board of Trustees determining how the funds would be used. Potential uses include capital improvements and deferred maintenance, such as purchasing activity buses and replacing HVAC units. Chairman Lane asked for the pleasure of Council. Councilman Templeton motioned to approve, seconded by Councilwoman Bishop, and the motion carried by unanimous vote.

ACTION: Council approved the proposed sale of the Genesis Education Center to the Lander Foundation as requested by Greenwood School District 50.

C. Resolution 2026-33 amending the fiscal year 2027 budget to allocate funds for the Data Center Ad Hoc Committee. – Steffanie Dorn, Deputy County Manager for Finance

Chairman Lane read the title. Ms. Dorn presented a revised resolution designating $50,000 from the General Fund balance to cover expenses associated with the Data Center Ad Hoc Committee. The revised resolution requires County Council approval for all travel and other expenditures of $2,500 or more. All travel arrangements must continue to comply with Greenwood County Policy 5.6. Chairman Lane asked for the pleasure of Council. Councilwoman Bishop motioned to approve as amended, seconded by Councilwoman Miller, and the motion carried by unanimous vote.

ACTION: Council approved Resolution 2026-33 regarding the allocation of funds for the Data Center Ad Hoc Committee as amended.

D. Resolution 2026-34 amending the fiscal year 2027 budget to reauthorize funds for the completion of renovations at Park Plaza, and an update on Park Plaza Renovations. – Steffanie Dorn, Deputy County Manager for Finance and Rob Russian, Deputy County Manager for Operations

Chairman Lane read the title. Mr. Russian and Ms. Dorn provided an update on the Park Plaza renovation, highlighting progress on the building's interior and exterior, including upgraded offices, a secure public lobby, employee break room, training room, and new signage. Due to unforeseen structural issues with the building's soffit and elevator, the project experienced delays and additional costs, with occupancy anticipated for the first week of December. The overall project is expected to remain under budget, with total costs estimated at just over $17 million. Staff noted that more than $12 million of the project was funded through ARPA funds and interest earnings, and Council commended staff for managing the renovation while maintaining operations in temporary locations and avoiding the higher cost of constructing a new administration building. Chairman Lane asked for the pleasure of Council. Councilman Templeton motioned to approve, seconded by Councilwoman Bishop, and the motion carried by unanimous vote.

ACTION: Council approved Resolution 2026-34 regarding the reauthorization of funds for the Park Plaza Renovation Project.

E. Resolution 2026-35 to consider the transfer of funds from the Airport Improvement Fund (315) to the Airport Grant Fund for various Federal and State Grants. – Rob Russian, Deputy County Manager for Operations

Chairman Lane read the title. Mr. Russian explained that the Airport Improvement Fund (Fund 315) holds matching funds needed for federal and state airport grants. The proposed resolution would authorize the County Treasurer to transfer the required funds from Fund 315 into the appropriate grant accounts to cover expenses associated with current airport grants that are underway or in process. Although the County Manager already has authority to transfer funds for airport operations under the annual budget ordinance, Mr. Russian requested Council's approval to ensure transparency and provide clear authorization for the specific grants and associated amounts. He noted that sufficient funds are available and that the grants are also reviewed through the Capital Improvement Plan and annual budget process. Chairman Lane

asked for the pleasure of Council. Councilman Allison motioned to approve, seconded by Councilwoman Griffin, and the motion carried by unanimous vote.

<u>ACTION</u>: Council approved Resolution 2026-35 regarding the fund transfer in the Airport Fund for various Federal and State Grants as presented.

F. Ordinance 2026-32 authorizing the execution and delivery of a Fee In Lieu of Tax Agreement by and between Greenwood County, South Carolina and a company known to the County as Project Apollo, 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. (Title Only). – James Bateman, Economic Development Director **FIRST READING**

Chairman Lane read the title of Ordinance 2026-32 in Title Only. The first reading was title-only and required no action.

PENDING

None

DISTRICT REPORTS

District One – Teresa Griffin

- Ms. Griffin recognized October as Breast Cancer Awareness and Domestic Violence Awareness Month.
- She attended GLEAMNS' 60th anniversary celebration at Newberry College on October 8, featuring James E. Clyburn as the speaker.
- She announced a District 1 community meeting scheduled for Saturday, October 24, at 11:00 a.m. at the Promised Land Fire Department.
- She encouraged the community to support and pray for one another.

District Two – Mark Allison

- Mr. Allison reported a need for additional poll workers for the November 3 general election in the Epworth-Callison area. He encouraged interested residents, including young people, to contact the Voter Registration Office to volunteer.

District Three – Johanna Bishop

- Ms. Bishop announced a shred and electronic-waste collection event scheduled for Saturday, October 24, from 9:00 a.m. to noon at St. Mark United Methodist Church's Bypass Campus. She encouraged residents to bring documents for shredding and electronic waste for disposal.
- She recognized Ms. Trentsie Williams in attendance.

District Four – Cathy Miller

- Ms. Miller announced the annual State of the City and County address, hosted by the Chamber of Commerce, scheduled for Tuesday, October 27.
- She reminded residents that the Data Center Ad Hoc Committee would meet Wednesday, October 28, at 5:30 p.m. at the library to discuss water and sewer issues.

- She shared the committee's public email address, datacentercommittee@greenwoodsc.gov, for residents to submit questions and concerns regarding data centers during the moratorium period.

District Five – Dayne Pruitt

- Mr. Pruitt reminded residents of the shred and electronic-waste collection event at St. Mark United Methodist Church and encouraged attendees to purchase a pumpkin.
- He announced that Preserve Lake Greenwood would meet Monday, October 26, and indicated plans to attend.
- He reminded residents that early voting was underway ahead of the November 3 election.
- He shared a Bible verse: 1 Cor 13:6.

District Six – Robbie Templeton

- Mr. Templeton recognized October as Breast Cancer Awareness Month and reiterated that approximately one in eight women will be diagnosed with breast cancer during their lifetime.
- He announced that Ten at the Top would host a pizza and networking event on Tuesday, November 10, beginning at 4:45 p.m., followed by a 5:45 p.m. presentation on Capital Project Sales Tax priorities and progress.

District Seven – Theo Lane

- Mr. Lane Announced a meeting with Ware Shoals Mayor Bryan Ross scheduled for the following day at Ware Shoals High School to introduce the new County Recreation Director and the assigned Ware Shoals Recreation Director.
- He recognized Town Councilwoman Kim Jensen and Councilman Michael Powell for their work over the past two years establishing the Ware Shoals Museum at Town Hall. He praised the museum as a valuable community project that Ware Shoals residents can take pride in and encouraged residents to visit.
- Mr. Lane introduced Nick Thompson as his successor in the Duke Energy district manager role following his retirement in April. He shared that Mr. Thompson was born and raised in Greenwood and has extensive experience with Duke Energy, having started as a contractor at age 19 before becoming a full-time employee. He welcomed Mr. Thompson and noted that he would be available to Council members to discuss issues involving Duke Energy
- All was well in District 7.

MANAGER'S REPORT, County Manager Toby Chappell

Mr. Chappell presented the following as the next steps for the Strategic Plan:

- Strategic Plan Materials: Staff announced that the County's mission statement, vision statement, and six strategic focus areas would be displayed in County buildings and other locations.
- Selection of Strategic Priorities: Following adoption of the Strategic Plan, Council reached a consensus to focus on two strategies: Safe and Engaged Communities and Connected Infrastructure and Attainable Housing.
- Public Safety Priority: Council members emphasized that public safety is a core responsibility of County government and that supporting law enforcement and creating safe neighborhoods also supports economic development.

- Attainable Housing Discussion: A Council member questioned how the County could directly influence attainable housing. Staff suggested partnering with organizations such as the Self Foundation, potentially through a housing summit in the first quarter of 2027.
- Realistic Goals and Timeline: Council emphasized that goals should be achievable by the end of the current fiscal year in June, given the limited implementation period.
- Next Steps: Staff will develop and present proposed goals for the two selected strategies at the next Council meeting for review and consideration.

COUNTY ATTORNEY REPORT, Carson Penney
No report.

CLERK TO COUNTY COUNCIL, Susan McIntyre
No report.

ADJOURNMENT
Chairman Lane adjourned the meeting at 6:45 pm.

Susan McIntyre, Clerk to Council, transcribed the minutes.

Greenwood County Council - Agenda Request

Department: Treasurer's Office

Contact Person: Steffanie Dorn

Agenda Date: November 3, 2026

Issue Under Consideration: Receive Quarterly Presentation from Neil Chapman and Jared Davison of First Citizens Bank

Points to Consider: Update on Investments

Funding Factors:

Options/Recommendation:

Attachments (list supporting documents):

Greenwood County Council - Agenda Request

Department: Treasurer's Office

Contact Person: Steffanie Dorn

Agenda Date: November 3, 2026

Issue Under Consideration: An Ordinance Removing a Parcel from the Idlewood Special Tax District

Points to Consider: All three special tax district commissioners have signed a request asking for one parcel to be removed from the Idlewood Special Tax District. The commissioners have stated that this parcel has been an indistinguishable part of a property in Forest Hills and does not have feasible access from or to the Idlewood Subdivision

Funding Factors: Reduced revenue for the Special Tax District.

Options/Recommendation: Recommend approval.

Attachments (list supporting documents):
Ordinance 2026-29
Request Letter

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

ORDINANCE NO. 2026-29

AN ORDINANCE REMOVING A PARCEL
FROM THE IDLEWOOD SPECIAL TAX DISTRICT

WHEREAS, Greenwood County Council adopted Ordinance Number *46-80* on *January 6, 1981*, creating the Idlewood Special Tax District; and,

WHEREAS, on September 3, 2026, a request was received to remove Greenwood County Tax Map Number 6847-124-611 from the district; and,

WHEREAS, Section 4-9-30 (5) (e) of the South Carolina Code of Laws allows for the Greenwood County Council to dimmish the boundaries of a Special Tax District by ordinance, after a public hearing; and,

WHEREAS, Greenwood County Policy 10.5, Special Tax Districts, Section C.8., further allows for the Greenwood County Council to diminish the boundaries of a Special Tax District by ordinance, after a public hearing;

NOW, THEREFORE, BE IT ORDAINED BY THE GREENWOOD COUNTY COUNCIL, DULY ASSEMBLED:

Section 1. The Idlewood Special Tax District is hereby diminished by removing the following Greenwood County Tax Map Number from the district: 6847-124-611.

Section 2. If any portion of this Ordinance is held to be invalid or illegal by operation of law or by a court of competent jurisdiction, the remaining valid and legal provisions within this Ordinance will remain in force.

Section 3. Any prior ordinance or enactment, to the extent the terms of which are in conflict herewith, is, to the extent of such conflict, repealed.

Section 4. This Ordinance shall become effective on _____, 2026.

Passed and approved this _____ day of November, 2026.

GREENWOOD COUNTY,
SOUTH CAROLINA

_____

Dayne Pruitt
Chairman, Greenwood County Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

ENDORSEMENT OF MANAGER

I, **Toby Chappell**, as Greenwood County Manager approved by the Greenwood County Council, have reviewed the foregoing Ordinance, and hereby approve the same as to its form, draftsmanship and proper title.

_____

Toby Chappell

Greenwood, South Carolina

_____, 2026

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

ENDORSEMENT OF ATTORNEY

I, **Carson Penney**, as Greenwood County Attorney approved by the Greenwood County Council, have prepared and reviewed the foregoing Ordinance, and hereby approve the same as to its legality and constitutionality.

_____

Carson Penney

Greenwood, South Carolina

_____, 2026

STATE OF SOUTH CAROLINA)
) **ENDORSEMENT OF CLERK**
COUNTY OF GREENWOOD)

that the foregoing Ordinance was read at three public meetings of the Greenwood County Council on three separate days, the said days being _____, _____, and _____, that the foregoing Ordinance was passed and adopted by a majority vote of the members of the Greenwood County Council present at the public meeting on _____, 2026, and that, at all times relevant to the foregoing Ordinance, the Greenwood County Council complied with all applicable provisions of the Code of Laws of South Carolina, in particular the South Carolina Freedom of Information Act, and the Code of Ordinances of Greenwood County.

_____

Susan McIntyre

Greenwood, South Carolina

_____, 2026

September 3, 2026

Greenwood County Council
Greenwood County, South Carolina

Re: Request to Remove Parcel TMS #6847-124-611 from the Idlewood Special Tax District and combine it with Forest Hills Parcel TMS #6847-141-618

Dear Members of Greenwood County Council:

We respectfully request that Greenwood County Council remove **Parcel TMS #6847-124-611** from the **Idlewood Subdivision Special Tax District** and combine it with its contiguous, adjacent **Forest Hills property, TMS #6847-141-618**, for applicable tax-district purposes.

Although Parcel TMS #6847-124-611 is currently designated as part of the Idlewood Special Tax District, its physical location, access, and longstanding use are much more closely connected and adjacent to the Forest Hills special tax district.

The parcel is **directly contiguous with Forest Hills acreage and enclosed within the same fencing surrounding the backyard of Forest Hills property**. This configuration predates the current ownership. When the Forest Hills property was purchased in **2007 by the current owners**, the parcel was already fenced as an indistinguishable part of the Forest Hills property with **no physical boundary, fence, marker, or other delineation separating it from the remainder of the Forest Hills property**. Based on the property records and other information we have been able to research, this arrangement appears to have existed since at least **1993 and quite possibly longer** and for all practical purposes, the adjacent parcel has historically functioned as part of the Forest Hills property rather than as part of Idlewood Subdivision for more than 33 years.

Further supporting this longstanding relationship, **the attached Greenwood County tax bill identifies the location of Parcel TMS #6847-124-611 as 133 Rutledge Road**. Rutledge Road is located within **Forest Hills**, and **133 Rutledge Road is the only address from which the parcel is practically accessible**. The parcel does not have feasible access from or to the Idlewood Subdivision.

Additionally, the parcel is actually physically separated from Idlewood by a **Greenwood Metropolitan District right-of-way** and drainage ditch. As a result, there is **no feasible access to the parcel through the Idlewood Subdivision**, and the parcel receives no benefit from its inclusion in the Idlewood Special Tax District. Its physical location, connection, practical access, address, and historical and longstanding use are all through the Forest Hills property.

For these reasons, we respectfully request that Greenwood County Council take the necessary action to:

1. **Remove TMS #6847-124-611 from the Idlewood Special Tax District; and**

2. **Combine said parcel, for applicable tax-district purposes, with contiguous Forest Hills property, TMS #6847-141-618.**

This request would not change the physical use or configuration of the property. Rather, it would align the parcel's tax-district designation with its **existing and longstanding physical configuration, access, address, and use as part of the Forest Hills acreage**.

We have attached the applicable tax bill, plat, and GIS map photographs showing the fencing and Greenwood Metropolitan District right-of-way. We would also welcome the opportunity to appear before Council or the appropriate committee to answer any questions.

Thank you for your time and consideration. We respectfully request your approval and appreciate your assistance in identifying any additional steps necessary to complete this change.

Sincerely,

John Hastings
Head Commissioner
Idlewood Special Tax district
864-993-8794

Bill King
Commissioner
Idlewood Special Tax District
864-337-9552

Carl Mobley
Commissioner
Idlewood Special Tax District
864-992-5170

Attached: Applicable 2025 Tax Bill
GIS Tax Map Plat

GREENWOOD COUNTY, SC, NOTICE OF TAX AND UNIFORM SERVICE CHARGE FOR YEAR 2025

TAX MAP NUMBER 6847-124-611-000 LOCATION: 133 RUTLEDGE RD

ON APRIL 1 A $25.00 DELINQUENT COLLECTION COST WILL BE ADDED TO EACH UNPAID ACCOUNT

DISTRICT	PROPERTY DESCRIPTION	BLDGS	LOTS	ACRES
13	PAR A & B IDLEWOOD SUBD	1	1.0	--

ASSESSED VALUE	TAX VALUE	4% ASSESSED VALUE	6% ASSESSED VALUE
80	2000	80	0

No need to wait in line. You can mai your payment or pay online. You can also print an official tax receipt online. Visit our website at www.greenwoodsc.gov

TAXES LEVIED BY GREENWOOD COUNTY

COUNTY TAX PURPOSE	Millage	Percent
COUNTY OPERATIONS	61.20	2.07%
CAPITAL	3.50	.12%
SPECIAL APPROPRIATIONS	8.90	.30%
DEBT SERVICE	--	.00%
LANDFILL FEE		.00%
FIRE SUPPORT SERVICE CHARGE		4.53%
TOTAL COUNTY MILLAGE	73.60	
COUNTY TOTAL		**7.02%**

COUNTY TAX DOLLARS	Tax Due:
AMOUNT DUE FOR COUNTY OPERATIONS	4.90
AMOUNT DUE FOR CAPITAL EXPENSES	.28
AMOUNT DUE FOR SPECIAL APPROPRIATIONS	.71
AMOUNT DUE FOR DEBT SERVICE	.00
AMOUNT DUE FOR LANDFILL FEE	.00
AMOUNT DUE FOR FIRE SUPPORT	10.75
GROSS AMOUNT DUE FOR COUNTY PORTION:	16.64
LESS HOMESTEAD EXEMPTION	.00
TOTAL COUNTY TAX DOLLARS	**16.64**

SEE BACK FOR CONTACT INFORMATION CONCERNING THESE TAX AMOUNTS.

TAXES COLLECTED BY OTHER ENTITIES

TOTAL AMOUNT PAID LAST YEAR $122.93

TAXES LEVIED BY EDUCATIONAL ENTITIES

	Millage	Percent
SCHOOL DISTRICT OPERATIONS	130.30	4.37%
SCHOOL DISTRICT BONDS	58.00	1.96%
COUNTY-WIDE SCHOOL TAX	39.00	1.32%
PIEDMONT TECHNICAL COLLEGE	5.40	.18%
VOCATIONAL FACILITY	9.40	.32%
LIBRARY	6.70	.23%
TOTAL SCHOOL MILLAGE	248.80	
EDUCATION TOTAL		**8.38%**

EDUCATIONAL TAX DOLLARS	Tax Due:
AMOUNT DUE FOR SCHOOL OPERATIONS	10.42
AMOUNT DUE FOR SCHOOL BONDS	4.64
AMOUNT DUE FOR COUNTY-WIDE SCHOOLS	3.12
AMOUNT DUE FOR PIEDMONT TECHNICAL	.43
AMOUNT DUE FOR VOCATIONAL FACILITY	.75
AMOUNT DUE FOR LIBRARY	.54
GROSS AMOUNT DUE FOR EDUCATION:	19.90
LESS HOMESTEAD EXEMPTION	.00
LESS SCHOOL TAX RELIEF	14.30
TOTAL EDUCATION TAX DOLLARS	**5.60**

TAXES LEVIED BY OTHER ENTITIES

	Millage	Percent
MUNICIPALITY TAXES	--	.00%
METRO SEWER DISTRICT	8.60	.29%
SPECIAL TAX DISTRICT	--	.00%
SUBDIVISION FEE		84.31%
CITY PUBLIC WORKS FEE		.00%
TOTAL OTHER MILLAGE	8.60	
OTHER TOTAL		**84.60%**

OTHER TAX DOLLARS	Tax Due:
AMOUNT DUE FOR MUNICIPAL TAXES	--
AMOUNT DUE FOR METRO SEWER	.69
AMOUNT DUE FOR SPECIAL DISTRICT	.00
AMOUNT DUE FOR SUBDIVISION FEE	200.00
AMOUNT DUE FOR PW/ TRASH FEE	.00
LESS HOMESTEAD EXEMPTION	.00
LESS MUNICIPAL HOMESTEAD EXEMPTION	.00
TOTAL OTHER TAX DOLLARS	**200.69**

SUMMARY OF TAXES DUE-- COUNTY TAX DOLLARS 16.64
EDUCATION TAX DOLLARS 5.60
TAXES FOR OTHER ENTITIES 200.69

Cle 3193

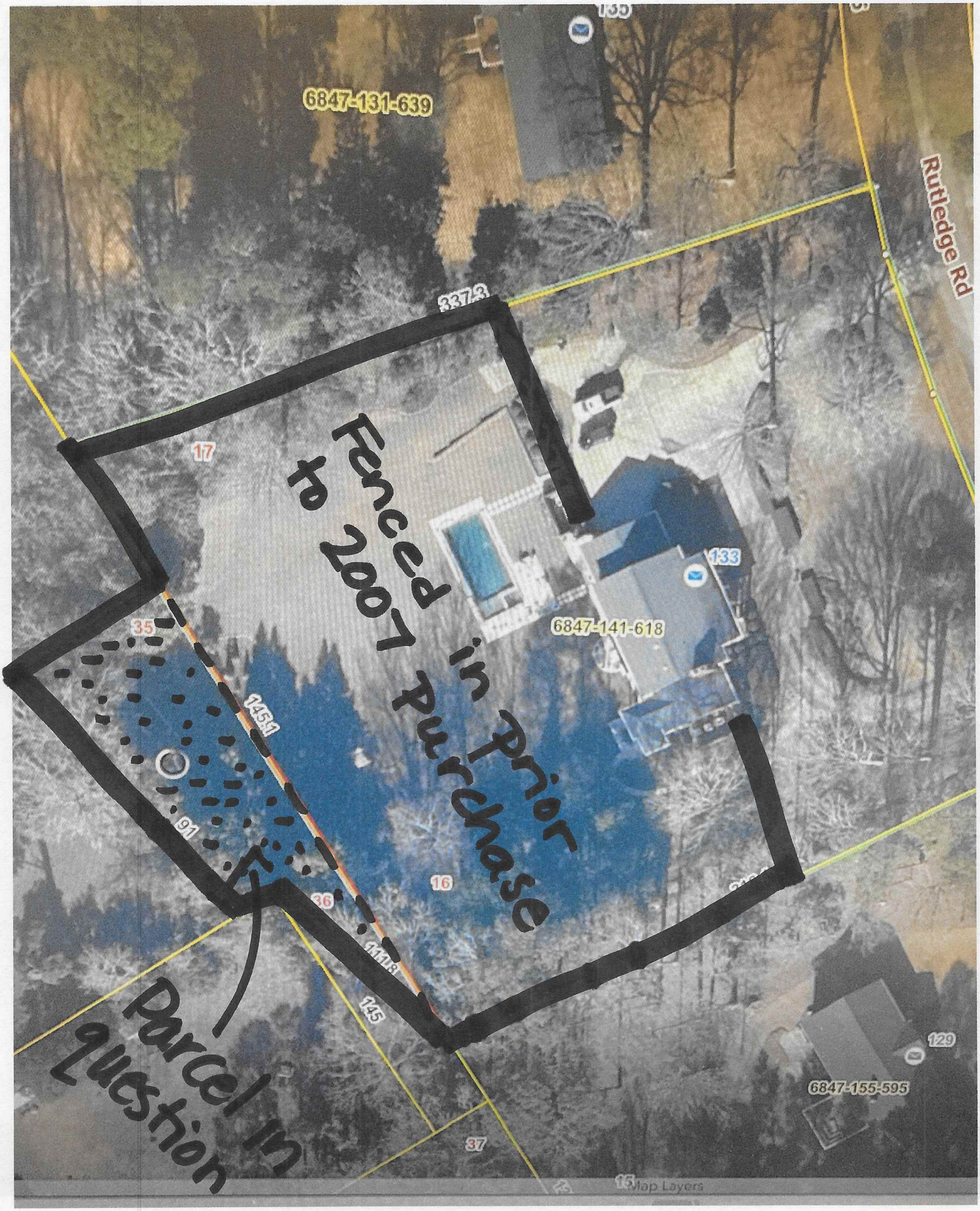
TOTAL AMOUNT DUE BY JANUARY 15, 2026 = 222.93

Greenwood County, SC



Parcel ID	6847-124-611	Area	0.23
Property Address	133 Rutledge Rd	Description	PAR A & B IDLEWOOD SUBD
Owner Name	Erickson Tracey L	Year Built	2006
Mail Address	133 RUTLEDGE RD	SqFt	500
City State Zip	GREENWOOD, SC 29649-0000	Bedrooms	0
Purchase Date	2/18/2010	Bathrooms	0
Deed	1197-324	Half Baths	0
Plat	30-129	Fin Bsmt Sqft	0
FEMA LOMA	No	Unfin Bsmt Sqft	0
Total Tax Value	$2,000	Tax Exemption	
Total Cap Value	$2,300	Appraised By	County
Total Market Value	$2,000	Tax District	13-Idlewood Subdivision
Assessed Value	80	On Lake Gwd	N
Subdivision	Idlewood		

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is


6847-131-639
135
Rutledge Rd
33723
17
Fenced in Prior to 2007 Purchase
133
6847-141-618
35
14551
91
16
36
11118
145
37
129
6847-155-595
Parcel in Question
Map Layers

Department: Planning Department

Contact Person: Robert Russian

Meeting Agenda Date:
10/6/2026 – First Reading
10/20/2026 – Second Reading and Public Hearing
11/3/2026 – Third Reading

Issue Under Consideration:
Request TA 26-09-001, to amend Section 6-3-115 of the Greenwood County Zoning Ordinance regarding abandoned or obsolete signs.

Points to Consider:
- City and County boundaries intermingle along several commercial corridors. The jurisdictional boundary is often unclear to motorists, property owners, and business owners.
- Similar regulations in both the City and County may provide clearer expectations and more efficient administration.

Funding Factors:
N/A

Options/Recommendation:
- Recommend approval by Planning Staff
- Recommend approval by Planning Commission

Attachments (list supporting documents):
- Staff Report
- Planning Commission Certification
- Ordinance 2026-30
- Section 6-3-115 with proposed amendment

I N T E R O F F I C E M E M O R A N D U M

TO: TOBY CHAPPELL, COUNTY MANAGER
SUSAN MCINTYRE, ADMINISTRATIVE ASSISTANT

FROM: ROBERT RUSSIAN, DEPUTY COUNTY MANAGER OF OPERATIONS

SUBJECT: TA 26-09-001 BY PLANNING STAFF

DATE: 10/29/2026

The Greenwood City/County Planning Commission met on Tuesday, September 22, 2026, to consider a request by Greenwood County Planning Staff to amend Section 6-3-115 of the Greenwood County Zoning Ordinance regarding abandon or obsolete signs.

No one spoke in favor of the request, and no one spoke in opposition.

The Planning Commission recommends **approval** to amend Section 6-3-115 of the Greenwood County Zoning Ordinance regarding abandoned or obsolete signs by an 11-0 decision.

TA 26-09-001 Motion to Approve						
PC Member	In Favor	Opposed	Abstain	Absent	No Vote-Chair	Vacant
Christine Martin	✓					
Lynn Brooks				✓		
Nick Annese	✓					
Sloan Griffin	✓					
Troy Fields	✓					
Chip Tinsley – Vice Chair	✓					
Jim Medford	✓					
James Jones	✓					
Tiffany Bledsoe	✓					
Toya Davis	✓					
Marvin Hughes				✓		
Tiffany Stevens	✓					
Lorretta Rohlinger	✓					
John Lake - Chair					✓	
District 3						✓

CERTIFICATE

THE GREENWOOD COUNTY JOINT PLANNING COMMISSION, pursuant to the provisions of Act No. 140 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for 1971, held a public hearing in the Veteran's Auditorium of the Greenwood County Library on Tuesday, September 22, 2026, notice thereof having been given as required by statute.

THIS IS TO CERTIFY TO THE GREENWOOD COUNTY COUNCIL that following such hearing, the Greenwood County Joint Planning Commission voted to recommend **approval** of the text amendment TA 26-09-001 by Greenwood County Planning Staff to amend Section 6-3-115 of the Greenwood County Zoning Ordinance regarding abandoned or obsolete signs.

GREENWOOD COUNTY JOINT PLANNING COMMISSION

By: John Campbell Lake
John Campbell Lake, Chairman

September 28, 2026
Greenwood, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

ORDINANCE NO. 2026-30

AN ORDINANCE TO AMEND THE GREENWOOD COUNTY ZONING ORDINANCE, BEING ORDINANCE 13-86, AS AND IF AMENDED, SO THAT CERTAIN PROPERTIES DESCRIBED BELOW SHALL BE CHANGED IN CLASSIFICATION AS INDICATED

WHEREAS, the Greenwood County Council wishes to periodically amend the Greenwood County Zoning Ordinance;

WHEREAS, the Greenwood County Joint Planning Commission did pursuant to law hold a public hearing on Tuesday, September 22, 2026, and did by its certificate recommend approval and that the Zoning Ordinance of Greenwood County be amended as indicated below; and;

WHEREAS, the Greenwood County Council is authorized by law to adopt the zoning ordinance or to amend same.

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

SECTION I.

Section 6-3-115 of the zoning ordinance for Greenwood County is hereby amended to add the following:

(n) Abandoned or Obsolete Signs.

(1) A permanent sign shall be considered abandoned or obsolete when the business, use, service, product, event, or activity identified or advertised by the sign has ceased at the premises for a continuous period of ninety (90) days, or when a sign structure has remained without sign copy for a continuous period of ninety (90) days.

(2) A sign associated with a seasonal or temporarily closed business shall not be considered abandoned or obsolete if the property owner or sign owner provides evidence satisfactory to the Zoning Administrator demonstrating a reasonable intent to resume the business or activity at the premises within nine (9) months after operations ceased.

(3) The owner of the property upon which an abandoned or obsolete sign is located shall remove the sign face, sign copy, cabinet, and supporting structure to ground level within thirty (30) days after written notice from the Zoning Administrator.

(4) Where an abandoned or obsolete sign is part of a conforming multi-tenant sign that continues to identify one or more operating businesses or uses, only the sign copy associated with the discontinued business or use shall be removed. The affected portion shall be replaced with a blank panel or other material compatible with the remainder of the sign.

(5) Failure to remove an abandoned or obsolete sign as required by this subsection constitutes a violation of this chapter and is subject to the enforcement provisions of §§ 6-3-181 and 6-3-232.

SECTION II.

All other ordinances or parts of ordinances not consistent herewith are hereby repealed.

SECTION III.

This ordinance shall be effective upon adoption on third reading.

DONE AND PASSED this _____ day of _____, 2026, at Greenwood, South Carolina.

ATTEST: Greenwood County Council

_____ _____

Toby Chappell
County Manager

Dayne Pruitt
Chairman

Sec. 6-3-115. Signs.

(a) ***Ground signs****.* Ground signs shall be stoutly constructed in a secure and substantial manner. The ends of all such signs shall be at least six feet distant from any wall or fence or any obstruction that would prevent a clear passage around the ends, and shall be at least ten feet distant from any lot line. Ground signs shall not be permitted in required bufferyards.

(b) ***Wall signs.*** No wall sign shall extend beyond the building more than 12 inches. No wall sign shall be so erected as to cover the doors or windows of any building or otherwise prevent free ingress or egress to or from any window, door or fire escape of any building.

(c) ***Projecting signs.*** Projecting signs may extend not more than six feet from the building. Projecting signs may not project any closer than two feet to the face of a curb, and must have a minimum clearance of nine feet.

(d) ***Post signs****.* No post sign shall extend closer than ten feet to the ground or pavement.

(e) ***Marquee signs****.* Marquees may extend eight feet into a front yard. A marquee shall be not less than 11 feet above the ground at its lowest level. A sign may be placed upon a marquee provided such sign does not extend more than three feet above or one foot below such marquee.

(f) ***Prohibited signs.*** Paper posters applied directly to the wall or building or pole or other support, and letters or pictures in the form of advertising printed or applied directly on the wall of a building, are prohibited. Temporary signs may be displayed in or attached to the inside of show or display windows provided the total sign area does not exceed 70 percent of the show or display window area. Signs or devices which by color, location or design resemble or conflict with traffic control signs or devices are prohibited. No sign shall contain flashers, or animators of any kind, excepting time and temperature displays.

(g) ***Portable signs****.* Every portable sign shall be stoutly constructed in a substantial manner. The ends of all signs shall be at least six feet in distance from any wall, fence or other obstruction that would prevent a clear passage around the ends, and shall be at least ten feet in distance from any property line.

(h) ***Off-premise directional signs for churches and schools****.* Off-premise directional signs for churches and schools are limited to one sign per intersection directional change and may only be located on a federally and state numbered highway. Should more than one establishment wish to locate a directional sign at any one intersection, all such signs shall be consolidated into one sign structure not to exceed 20 square feet in area nor six feet in height. Individual signs are limited to four square feet and may not be utilized when the establishment abuts the street on which the sign is to be located. Such signage shall be submitted to the zoning administrator for approval prior to placement of the sign on the property.

(i) ***Directional signs****. (Greenwood County Only)* Directional signs shall be located at least five feet not of the road right-of-way. The sign shall not be elevated higher than 30 inches above the general level of the roadway, and may not exceed four (4) square feet in area for each sign. A maximum of one such sign shall be permitted at each point of ingress or egress.

(j) ***Sign placement****. (Greenwood County Only)* No sign shall be placed within a road right-of-way.

(k) **Automatic Changeable Copy Boards.** The message board may not exceed 50 square feet in surface area; billboards (as allowed) shall follow requirements of 6-3-41 (c) (7). The board must be maintained in such a way that the sign is programmed and light sources replaced so that text shall be legible at all times. No temporary sign permit shall be allowed for any location with an

automatic changeable copy board. No such automatic changeable copy board may be utilized as a portable or temporary sign unless a temporary sign permit has been issued.
Automatic changeable copy boards are allowed in the General Commercial (C-2) Zoning Districts subject to the following conditions:

(1) The sign shall not flash or scroll
(2) The sign may not utilize animated graphics as a background for the display of text
(3) The copy shall not change more than once every 15 seconds
(4) Transitions between copy shall be less than one (1) second

Automatic changeable copy boards are allowed in all other zoning districts subject to the following conditions:

(1) The sign shall be located on the same property as a religious, public, educational and public recreational use with a minimum lot size of three (3) acres and may not provide off-site advertising
(2) The sign shall not flash or scroll
(3) The sign shall not utilize animation of any kind
(4) The copy shall not change more than once every 60 seconds
(5) Transitions between copy shall be less than one (1) second

(l) Temporary On-Premise Subdivision/Development Signs shall be allowed, provided:

(1) they do not exceed the size of sixty-four (64) square feet;
(2) they are spaced a minimum of two-hundred fifty (250) linear feet apart;
(3) they are removed on or before the date the final certificate of occupancy is issued within the subdivision/development, provided that if they are in place for more than two years, the owner of the subdivision/development has re-submitted the signage plan and the signs are re-inspected; and,
(4) their locations must be included in a signage plan to be submitted to the Greenwood Planning Department with preliminary plat review, but they are not required to be permitted; and,
(5) they are not within any right-of-way.

Temporary on-premise directional signs may be located at each ingress/egress; these cannot exceed the size of four (4) square feet or be elevated more than thirty (30) inches above the general level of the roadway.

(m) Temporary Off-Premise Subdivision/Development Signs shall be allowed provided they are located on private property with the property owner's permission and meet all of the following requirements:

(1) there are no more than five (5) in number for each subdivision/development;
(2) they may not be located beyond a radius of one-half mile of the main entrance of the subdivision/development;
(3) they are removed on or before the date the final certificate of occupancy is issued within the subdivision/development, provided that if they are in place for more than two years, the owner of the subdivision/development has re-submitted the signage plan and the signs are re-inspected;
(4) they shall be at least five (5) feet from property lines;
(5) their locations must be included in a signage plan to be submitted to the Greenwood Planning Department with preliminary plat review, but they are not required to be permitted; and,
(6) they are not within any right-of-way.

Temporary signs for which a permit is not required, limited to: Real estate signs, construction signs, for sale or lease signs, and notices of public events, provided such signs are nonilluminated, are removed within one week after their reason for being has ceased to exist, and do not exceed 12 square feet in area.

The Zoning Administrator may revoke the sign permit at any time he/she determines that the requirements of this section are not met.

(n) Abandoned or Obsolete Signs.

(1) A permanent sign shall be considered abandoned or obsolete when the business, use, service, product, event, or activity identified or advertised by the sign has ceased at the premises for a continuous period of ninety (90) days, or when a sign structure has remained without sign copy for a continuous period of ninety (90) days.
(2) A sign associated with a seasonal or temporarily closed business shall not be considered abandoned or obsolete if the property owner or sign owner provides evidence satisfactory to the Zoning Administrator demonstrating a reasonable intent to resume the business or activity at the premises within nine (9) months after operations ceased.
(3) The owner of the property upon which an abandoned or obsolete sign is located shall remove the sign face, sign copy, cabinet, and supporting structure to ground level within thirty (30) days after written notice from the Zoning Administrator.
(4) Where an abandoned or obsolete sign is part of a conforming multi-tenant sign that continues to identify one or more operating businesses or uses, only the sign copy associated with the discontinued business or use shall be removed. The affected portion shall be replaced with a blank panel or other material compatible with the remainder of the sign.
(5) Failure to remove an abandoned or obsolete sign as required by this subsection constitutes a violation of this chapter and is subject to the enforcement provisions of §§ 6-3-181 and 6-3-232.

(Ord. No. 13-86, § VII.N, 12-2-86; Ord. No. 19-03, 10-2-03; Ord. No. 11-04, § 1, 5-4-04, Ord. No. 25-24, 10-21-25) Cross references: Nonconforming signs, § 6-3-169; sign permit, § 6-3-182; political signs, tit. 9, ch. 1.

Greenwood City/County

Joint Planning Commission

528 Monument Street

Room B-01

Greenwood, South Carolina 29646

STAFF REPORT MEMORANDUM – TA 26-09-001

Date: September 2, 2026

To: Greenwood City/County Joint Planning Commission

From: Ryan Bland, AICP, City/County Planning Director

Subject: Greenwood County Zoning Ordinance Text Amendment - Abandoned and Obsolete Signs

Planning Commission Consideration and Action

The Planning Commission is requested to conduct a public hearing and make a recommendation to Greenwood County Council on a proposed text amendment to the Greenwood County Zoning Ordinance. The Commission may recommend approval, approval with modifications, or denial of the proposed amendment.

Background

The City of Greenwood Zoning Ordinance currently classifies signs associated with a business, product, service, event, activity, or purpose that is no longer conducted, or that has not been in use for three months, as obsolete or abandoned. The City provisions include an exception for seasonal businesses that demonstrate an intent to resume operations within nine months and authorize enforcement after written notice.

The Greenwood County Zoning Ordinance regulates the construction, placement, size, and maintenance of signs through Section 6-3-115, but it does not contain a comparable standard requiring the removal of permanent signs associated with a business or activity that has ceased. The County Ordinance requires certain temporary signs to be removed after their purpose has ended, but that requirement does not address permanent business-identification signs or vacant sign structures.

Several commercial corridors near the fringes of the City contain properties located in both municipal and unincorporated areas. The jurisdictional boundary is not always apparent to motorists, property owners, or business owners, and adjoining businesses may be subject to different sign requirements despite sharing the same corridor. These differences can create visual inconsistency, uncertainty for neighboring property and business owners, and avoidable administrative complexity for the joint Planning Department.

Purpose of the Amendment

The proposed amendment would add an abandoned and obsolete sign provision to Section 6-3-115 of the County Zoning Ordinance. The amendment is intended to provide a clear and objective process for addressing outdated business-identification signs while more closely aligning County requirements with those already applicable inside the City of Greenwood.

The proposed amendment is intended to:

- promote more consistent appearance and sign maintenance along commercial corridors that cross City and County boundaries;
- provide property and business owners with clearer and more consistent expectations;
- establish an objective timeframe, reasonable exceptions, and written notice before enforcement; and
- improve administrative efficiency for staff responsible for applying both City and County sign regulations.

Summary of Proposed Changes

- **Location in the ordinance.** Adds a new subsection to Section 6-3-115, which contains the County's general sign regulations. This placement makes the standard applicable to permanent signs generally rather than only to nonconforming signs.
- **Ninety-day standard.** Classifies a permanent sign as abandoned or obsolete when the business, use, service, product, event, or activity identified by the sign has ceased at the premises for 90 consecutive days, or when a sign structure has remained without sign copy for 90 consecutive days.
- **Seasonal and temporary closures.** Provides an exception when the owner demonstrates a reasonable intent to resume the business or activity within nine months.
- **Notice and removal.** Requires the property owner to remove an abandoned or obsolete sign and its supporting structure within 30 days after written notice from the Zoning Administrator.
- **Multi-tenant signs.** Allows a conforming multi-tenant sign to remain when one tenant closes, provided the obsolete tenant copy is removed and replaced with a compatible blank panel.

Staff Analysis

Locating the provision in Section 6-3-115 is preferable to placing it in Section 6-3-169, Nonconforming Signs. Section 6-3-169 is limited to nonconforming signs in residential districts, while the proposed standard is intended to apply to permanent signs throughout the County. Section 6-3-169 also recognizes that a nonconforming sign may be subject to removal under another provision of the ordinance.

The proposed 90-day period generally aligns with the City's three-month standard while providing an objective and readily administered timeframe. The seasonal and temporary-closure exception avoids treating a sign as abandoned when there is credible evidence that the business will resume. The nine-month limit also corresponds with the exception used by the City.

Applying a comparable standard on both sides of the City boundary should reduce visual differences along shared commercial corridors and make the requirement easier to explain to adjacent owners. It will also allow staff to use a substantially similar process when responding to abandoned-sign complaints in either jurisdiction.

The proposed language assigns responsibility to the property owner, requires written notice, and relies on the County's existing enforcement provisions in Sections 6-3-181 and 6-3-232. It does not incorporate the City's provision for collecting removal costs as property taxes. Any separate County abatement or cost-recovery procedure should be reviewed by the County Attorney before being added.

Staff Recommendation

Staff recommend approval of the proposed Zoning Ordinance text amendment. The amendment would provide a clear procedure for addressing abandoned and obsolete signs, improve consistency along commercial corridors that cross jurisdictional boundaries, reduce uncertainty for property and business owners, and support more efficient administration of City and County sign regulations.

Department: Planning Department

Contact Person: Robert Russian

Meeting Agenda Date:
10/6/2026 – First Reading
10/20/2026 – Second Reading and Public Hearing
11/3/2026 – Third Reading

Issue Under Consideration:
Request R 26-09-001 (District 1 Griffin) by Anthoni Donato and Nicollette Filippone to rezone approximately 2.39 acres located at 116 Old Mount Moriah Rd (GPIN# 6854-464-655) from C-2 (General Commercial) to R-3 (Single-Family Residential) in Greenwood County.

Points to Consider:
- Request is compatible with Future Land Use map
- Proposed zoning does not conflict with adjacent land uses as it is adjacent to and adjoining both C-2 and R-3

Funding Factors:
N/A

Options/Recommendation:
- Recommend approval by Planning Staff
- Recommend approval by Planning Commission

Attachments (list supporting documents):
- Staff Report
- Planning Commission Certification
- Ordinance 2026-31

I N T E R O F F I C E M E M O R A N D U M

TO: TOBY CHAPPELL, COUNTY MANAGER
SUSAN MCINTYRE, ADMINISTRATIVE ASSISTANT

FROM: ROBERT RUSSIAN, DEPUTY COUNTY MANAGER OF OPERATIONS

SUBJECT: R 26-09-001 BY ANTHONI DONATO AND NICOLLETTE FILIPPONE

DATE: 10/29/2026

The Greenwood City/County Planning Commission met on Tuesday, September 22, 2026, to consider a request by Anthoni Donato and Nicollette Filippone to rezone a parcel of land totaling ± 2.39 acres located at 116 Old Mount Moriah Road (GPIN 6854-464-655), from C-2 (General Commercial) to R-3 (Single Family Residential).

No one spoke in favor of the request, and no one spoke in opposition.

The Planning Commission recommends **approval** of rezoning the property at 116 Old Mount Moriah Road (GPIN 6854-464-655) from C-2 to R-3 in Greenwood County by an 11-0 decision.

R 26-09-001 Motion to Approve						
PC Member	In Favor	Opposed	Abstain	Absent	No Vote-Chair	Vacant
Christine Martin	✓					
Lynn Brooks				✓		
Nick Annese	✓					
Sloan Griffin	✓					
Troy Fields	✓					
Chip Tinsley – Vice Chair	✓					
Jim Medford	✓					
James Jones	✓					
Tiffany Bledsoe	✓					
Toya Davis	✓					
Marvin Hughes				✓		
Tiffany Stevens	✓					
Lorretta Rohlinger	✓					
John Lake - Chair					✓	
District 3						✓

CERTIFICATE

THE GREENWOOD COUNTY JOINT PLANNING COMMISSION, pursuant to the provisions of Act No. 140 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for 1971, held a public hearing in the Veteran's Auditorium of the Greenwood County Library on Tuesday, September 22, 2026, notice thereof having been given as required by statute.

THIS IS TO CERTIFY TO THE GREENWOOD COUNTY COUNCIL that following such hearing, the Greenwood County Joint Planning Commission voted to recommend **approval** of request number R 26-09-001 by Anthoni Donato and Nicollette Filippone to rezone a parcel of land totaling ±2.39 acres located at 116 Old Mount Moriah Road (GPIN 6854-464-655) from C-2 (General Commercial) to R-3 (Single Family Residential) in Greenwood County.

GREENWOOD COUNTY JOINT PLANNING COMMISSION

By: John Campbell Lake

John Campbell Lake, Chairman

September 28, 2026
Greenwood, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

ORDINANCE NO. 2026-31

AN ORDINANCE TO AMEND THE GREENWOOD COUNTY
ZONING ORDINANCE, BEING ORDINANCE 13-86, AS AND IF AMENDED,
SO THAT CERTAIN PROPERTIES DESCRIBED
BELOW SHALL BE CHANGED IN CLASSIFICATION AS INDICATED

WHEREAS, the Greenwood County Council wishes to periodically amend the Greenwood County Zoning Ordinance;

WHEREAS, the Greenwood County Joint Planning Commission did pursuant to law hold a public hearing on Tuesday, September 22, 2026, and did by its certificate recommend approval and that the Zoning Ordinance of Greenwood County be amended as indicated below; and;

WHEREAS, the Greenwood County Council is authorized by law to adopt the zoning ordinance or to amend same.

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

SECTION I.

The zoning ordinance for Greenwood County is hereby amended so that the classification of the property described below is zoned and described as follows:

A parcel of land totaling ±2.39 acres at 116 Old Mount Moriah Road owned by Empire Realty SC LLC in Greenwood County, South Carolina. The parcel proposed for change is presently zoned C-2 (General Commercial); the zoning of that ±2.39 acres zoned C-2 shall be changed to the zoning designation R-3 (Single Family Residential).

Reference: GPIN 6854-464-655

SECTION II.

All other ordinances or parts of ordinances not consistent herewith are hereby repealed.

SECTION III.

This ordinance shall be effective upon adoption on third reading.

DONE AND PASSED this _____ day of _____, 2026, at Greenwood, South Carolina.

ATTEST:

_____
Toby Chappell
County Manager

Greenwood County Council

_____
Dayne Pruitt
Chairman

Staff Report – Rezoning Request

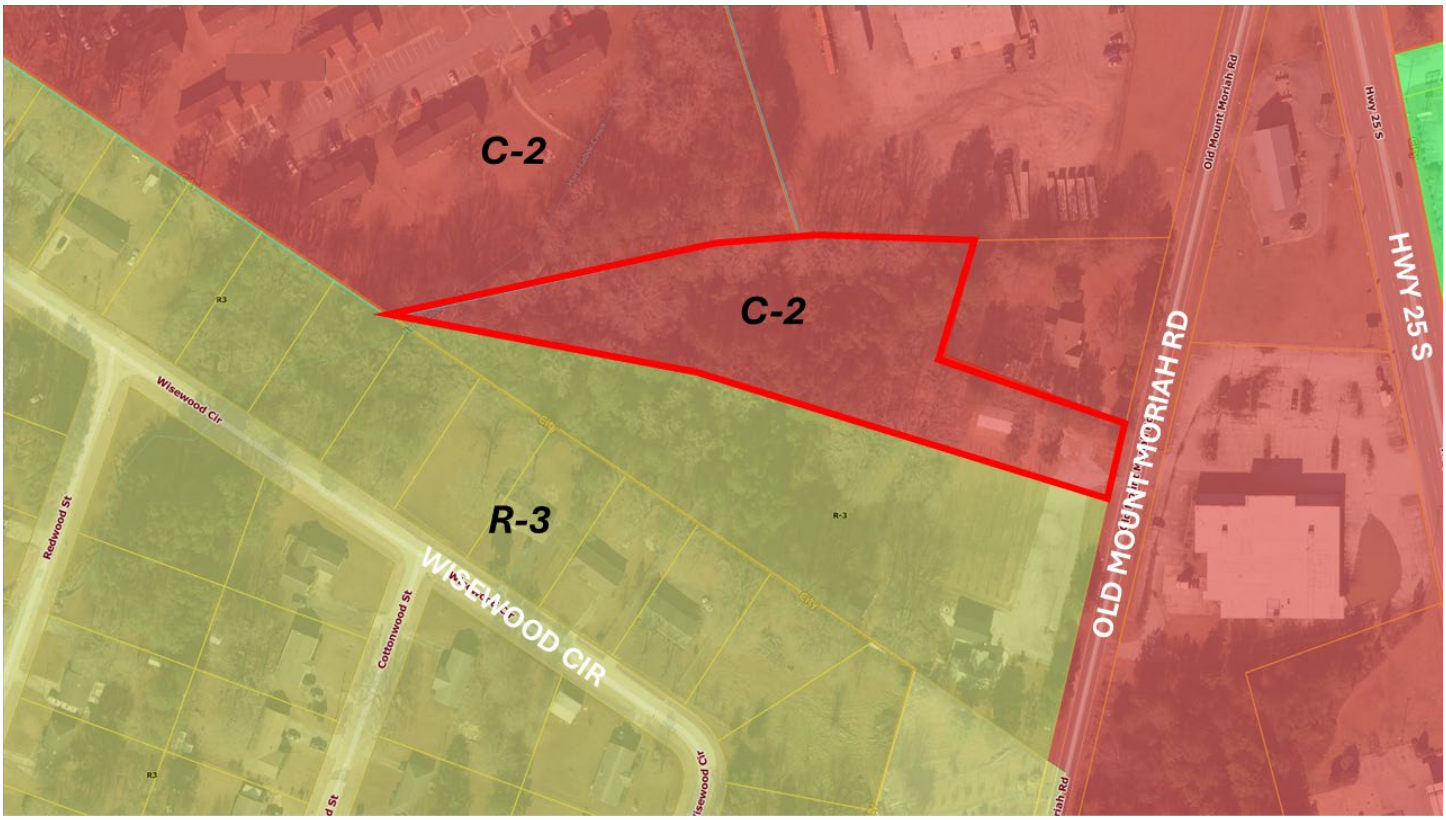
Planning Commission Meeting: September 22, 2026

Application Number	R 26-09-001
Applicant	Anthoni Donato and Nicollette Filippone
Property Owner(s)	Anthoni Donato and Nicollette Filippone
GPIN(s) & Address(es)	6854-464-655, 116 Old Mount Moriah Rd
Property Size	+/- 2.39 acres
Jurisdiction	Greenwood County (unincorporated)
Current Zoning	C-2 (General Commercial)
Current Land Use	Undeveloped
Brief Summary of Request	Rezoning from C-2 to R-3 to match GPIN# 6854-467-635, the parcel south of the subject parcel.
SURROUNDING ZONING	
North	C-2 (General Commercial)
East	C-2 (General Commercial)
South	R-3 (Single-Family Residential)
West	R-3 (Single-Family Residential)

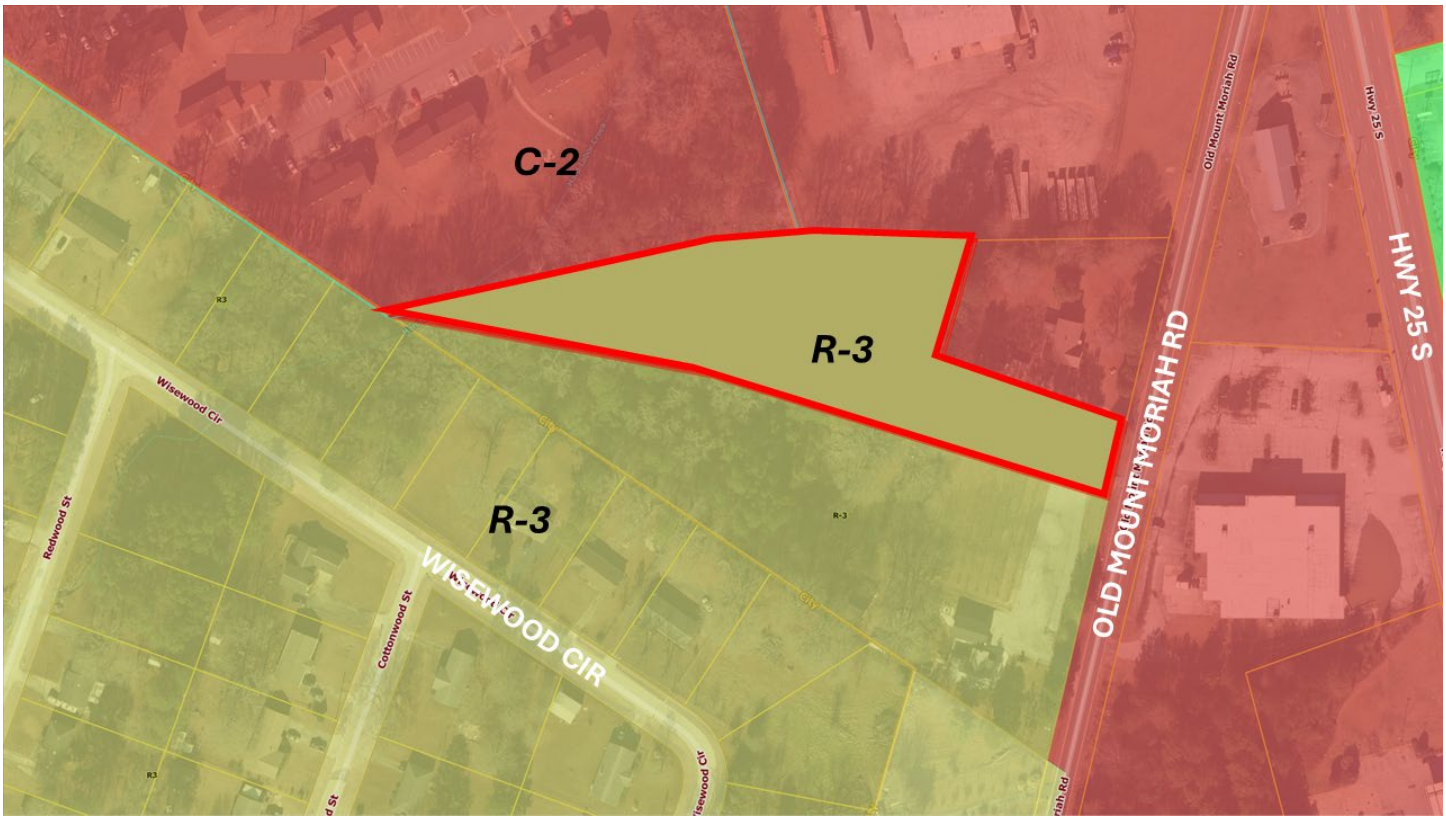
Existing Conditions



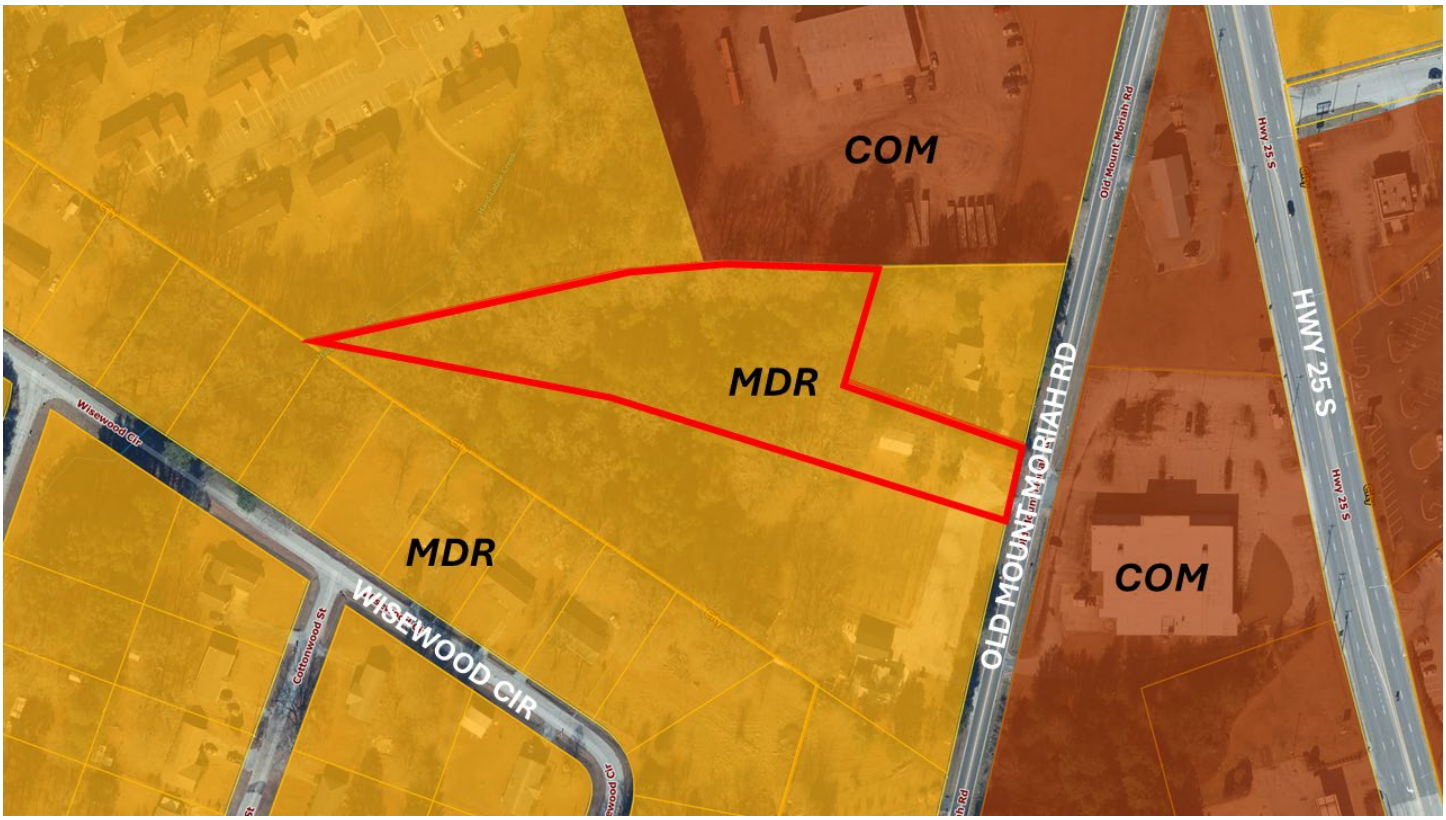
Current Zoning



Proposed Zoning



Future Land Use Map



PLANNING STAFF ANALYSIS	
Compatibility with the Comprehensive Plan	The Future Land Use Map designates the subject property Medium Density Residential (MDR). This land use typically

	acts as a transition area between low density and high-density residential land uses. In Greenwood County, Medium Density Residential includes developments such as single family detached residential, two-family residential units, zero lot line and patio homes, as well as townhomes up to 12 units per acre or 3,500 square feet per lot. R-3 is a compatible zoning district within the Medium Density Residential category. The Land Use and Housing elements also encourage residential development in areas with adequate infrastructure, support appropriate residential densities within and surrounding the City of Greenwood, and promote a diverse housing stock offering a range of housing types and price points.
Access & Traffic Circulation	The subject property has approximately 89 feet of road frontage on Old Mount Moriah Rd owned by the State of South Carolina.
Utility Services	CPW- water, gas, electric GMD- sewer
Compatibility with the Zoning Ordinance	The subject property is zoned C-2 (General Commercial). The land north and east of the parcel is zoned as C-2. The land south and west of the parcel is zoned R-3. The purpose of C-2 is to provide for commercial uses of the general type located along thoroughfares in all sectors of the city and county. Included within the provisions of the district regulations are the regional type commercial uses generally located on accessible sites with large service areas and parking. The proposed residential use R-3 provides for a variety of single-family housing projects and subdivisions to meet site characteristics and changing market conditions. These district regulations are designed to provide for smaller single-family lots or dwellings without a zoning change so long as the overall intensity is balanced by common open space. The proposed zoning does not conflict with the adjacent land uses as it adjacent to and adjoining both C-2 and R-3.
Staff Recommendation (list recommendations)	**Approval**

Exhibits A-C: Site Photos

Exhibit A

View of the parcel from Old Mount Moriah Rd, both sides of the right-of-way.





Exhibit B

View from the parcel on Mount Moriah Rd towards northeast



View from the parcel on Mount Moriah Rd, towards southwest.



Department: Economic Development

Contact Person: James Bateman, Director

Agenda Date and Meeting (Admin or Reg): November 3, 2026

Issue Under Consideration:
"AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GREENWOOD COUNTY, SOUTH CAROLINA AND FIELDSTONE SC SOLAR LLC, A COMPANY FORMERLY KNOWN TO THE COUNTY AS PROJECT APOLLO, 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."

Points to Consider: Second Reading with revised Title naming the Company for Ordinance 2026-32. Company giving presentation after Project is introduced.

Presenters:
James Bateman, Greenwood County Economic Development Director
Taylor Robinson, Development Operation Director, Grenergy USA

Funding Factors:

Options/Recommendation:

Attachments (list supporting documents):
1) Fieldstone Solar FILOT Ordinance Draft
2) Fieldstone Solar Fee Agreement Draft
3) Ordinance 2026-32

ORDINANCE NO. 2026-32

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GREENWOOD COUNTY, SOUTH CAROLINA AND FIELDSTONE SC SOLAR LLC 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, Greenwood County (the "County"), acting by and through its County Council, is authorized and empowered (i) under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the "State") will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State and to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes ("FILOT") with respect to such investment; and (ii) to make and execute contracts pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, pursuant to Title 4, Section 1, of the Code of Laws of South Carolina, 1976, as amended ("MCIP Act"), the County is authorized (i) to develop multi-county industrial or business parks in partnership with counties having contiguous borders with the County, (ii) to include within the boundaries of such parks the property of eligible companies; and (iii) further to grant credits against FILOT payments to qualifying companies to offset qualifying infrastructure related expenditures ("Special Source Revenue Credits") pursuant to Section 4-1-175, 4-29-68, and 12-44-70 of the Code of Laws of South Carolina 1976 as amended ("Infrastructure Credit Act"); and

WHEREAS, under the authority provided in the MCIP Act, the County has created a multi-county industrial or business park with Newberry County (the "Park") through that certain "Master Agreement Governing the Greenwood-Newberry Industrial Park" as amended (the "Park Agreement") dated December 31, 2012; and

WHEREAS, Fieldstone SC Solar LLC, a Delaware limited liability, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities, as Sponsor (collectively, "Company") and any Sponsor Affiliates (as defined under the Act and the Fee Agreement) that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein and to be further set forth in future agreements, and, to the extent allowed by law, plans to establish a utility scale solar facility in the County through the acquisition, lease, construction and purchase of certain land, including the Project Property (defined below), buildings, furnishings, fixtures, apparatuses, and equipment (the "Project"), which will result in approximately $100,000,000 in new investment in real and personal property in the County ("Investment"); and

WHEREAS, by its Resolution adopted on January 6, 2026, the County identified the Project, as required by the Act; and

WHEREAS, the Project will comprise one or more parcels of real property or portions thereof with improvements thereon, a description of which is set forth on the attached **Exhibit A** ("Project Property"); and

WHEREAS, the County desires, pursuant to Section 1.01 of the Park Agreement and as part of the

County's normal Park expansion procedures, to enlarge the boundaries of the Park to include the Project Property and to ensure that the Project Property remains in the Park, or any other multi-county industrial or business park created under the MCIP Act, for no less than the duration of the Fee Agreement (defined below); and

WHEREAS, in connection with the Project, the Company has requested the County enter into incentive agreements, to the extent and subject to the conditions provided in those agreements, to establish the commitments of (i) the Company and any Sponsor Affiliate(s) to make the Investment; and (ii) the County to provide certain incentives; and

WHEREAS, the Company and the County have determined that the Phase Termination Date (as defined in the Fee Agreement) shall be the last day of a property tax year that is 29 years following the first property tax year in which an applicable piece of Economic Development Property (as defined in the Fee Agreement) is placed in service; and

WHEREAS, the County has determined: (i) to offer a FILOT arrangement and enter into a fee-in-lieu of *ad valorem* taxes agreement with the Company and, as applicable, any Sponsor Affiliate, the form of which is attached hereto as **Exhibit B** ("Fee Agreement"), with the principal terms as follows: a term of years for each Phase (as defined in the Fee Agreement) of the Project Property, anticipated to be 30 years, a 6.0% assessment ratio, and a fixed millage rate equal to that millage rate in effect at the Project Property, for all taxing entities, on June 30, 2025, which is further outlined in the Fee Agreement, for the entire term of the FILOT arrangement; (ii) to provide an annual credit over the 30-year term of the Fee Agreement against those FILOT Payments made by the Company and any of the Sponsor Affiliates to the County for the Project in an amount equal to the difference between the Net FILOT Payment (as defined in the Fee Agreement) and the amount of FILOT Payment that would otherwise be due under the Fee Agreement (each a "Special Source Revenue Credit"); and (iii) any other incentives set forth in the Fee Agreement (collectively, the "Incentives"); and

WHEREAS, the parties recognize and acknowledge that the Company would not otherwise locate the Project in the County but for the delivery of the Incentives.

NOW, THEREFORE, BE IT ORDAINED BY THE GREENWOOD COUNTY COUNCIL DULY ASSEMBLED THAT:

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

Section 2. ***Authorization to Execute and Deliver Fee Agreement.*** The form, terms, and provisions of the Fee Agreement (which includes the provision of Special Source Revenue Credits) presented to this meeting and filed with the Clerk to County Council are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of the County Attorney, their execution thereof to constitute conclusive evidence of their approval of any and all changes or

revisions therein from the form of Fee Agreement now before this meeting.

Section 3. ***Authorization to Receive and Execute and Deliver Agreements Related Thereto***. The County Council authorizes the Chair of the County Council, the County Manager, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent for the benefit of the Project in the County.

Section 4. ***Inclusion and Maintenance of Project in Park.*** The expansion of the Park boundaries is hereby authorized as part of the County's normal expansion procedures to include the Project Property, as described on the attached **Exhibit A.** The County Council shall ensure that the Project is incorporated into and will remain in the Park (or a successor multi-county industrial or business park) for no less than the term of the Fee Agreement. A copy of this Ordinance shall be provided to Newberry County.

Section 5. ***Allocation of Park Revenue***. The revenue generated by the Project, including the Project Property, shall be allocated in accordance with Section 3.02 of the Park Agreement.

Section 6. ***No Recapitulation Required.*** Pursuant to Section 12-44-55(B) of the Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the Act is required to be provided by the Company in the Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the Company and the County, so long as the Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, and all filings required by the Act with the County after the execution of the Fee Agreement by the County and the Company.

Section 7. ***Further Acts.*** The County Council authorizes the County Manager, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 8. ***General Repealer.*** All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 9. ***Severability.*** Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

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

[signature page to follow]

GREENWOOD COUNTY, SOUTH CAROLINA

_____
Dayne Pruitt, Chairman
Greenwood County Council

(SEAL)

ATTEST:

_____
Susan McIntyre, Clerk to Council

First Reading:	October 20, 2026
Second Reading:	November 3, 2026
Third Reading:	November 17, 2026
Public Hearing:	November 17, 2026

EXHIBIT A

PROJECT PROPERTY DESCRIPTION

All or a portion of that parcel of real property, with improvements thereon, located in Greenwood County, South Carolina, consisting of approximately 867 acres, identified by tax map numbers below:

1. 6895-855-553
2. 7805-075-385
3. 7805-151-742
4. 7805-371-790

EXHIBIT B

FEE AGREEMENT

[Attached]

FEE-IN-LIEU OF *AD VALOREM* TAXES AND

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

BETWEEN

FIELDSTONE SC SOLAR LLC

AND

GREENWOOD COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2026

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Exhibit A – Description of Property
Exhibit B – Form of Joinder Agreement
Exhibit C – Description of Infrastructure Credit
Exhibit D – Form of Final Output Certification

SUMMARY OF CONTENTS OF
FEE AGREEMENT

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Fieldstone SC Solar LLC	1.1
Project Location		Exhibit A
Tax Map No.		Exhibit A
FILOT		
• Phase Exemption Period	30 years	1.1
• Contract Minimum Investment Commitment	$100,000,000	1.1
• Jobs Commitment	N/A	
• Investment Period	5 years	1.1
• Assessment Ratio:	6%	4.1
• Millage Rate	302.20 mills	4.1
• Fixed or Five-Year Adjustable millage:	Fixed	4.1
• Claw Back information	See Section 6.1	6.1
Multicounty Park	Greenwood County – Newberry County	1.1
Infrastructure Credit		
• Brief Description	Amount necessary to fix annual payment at $1,875.00 per MWac	Exhibit C
• Credit Term	See Exhibit C	Exhibit C
• Claw Back information:	Pro-rata claw back	6.1, Exhibit D
Other information		

FEE-IN-LIEU OF *AD VALOREM* TAXES AND

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("***Fee Agreement***") is entered into, effective, as of _____, 2026, between Greenwood County, South Carolina ("***County***"), a body politic and corporate and a political subdivision of the State of South Carolina ("***State***"), acting through the Greenwood County Council ("***County Council***") as the governing body of the County, and Fieldstone SC Solar LLC, a limited liability company organized and existing under the laws of the State of Delaware ("***Sponsor***").

WITNESSETH:

(a) Title 12, Chapter 44, ("***Act***") of the Code of Laws of South Carolina, 1976, as amended ("***Code***"), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("***FILOT***") with respect to Economic Development Property, as defined below;

(b) Sections 4-1-170, 4-1-175, 4-29-68 and 12-44-70 of the Code authorize the County to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of Section 13 of Article VIII of the Constitution of the State of South Carolina makes such property exempt from *ad valorem* property taxes, therefore changing the character of the annual receipts from such properties from *ad valorem* property taxes to FILOT payments; and (iii) grant an annual tax credit against such FILOT payments in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

(c) The Sponsor now desires to establish a commercial enterprise ("***Facility***") in the County, consisting of investment in real and personal property of not less than $100,000,000;

(d) By an ordinance enacted on _____, 2026, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

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

ARTICLE I
DEFINITIONS

Section 1.1 ***Terms.*** The defined terms used in this Fee Agreement have the meaning given below unless the context clearly requires otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a Multicounty Park (as defined herein) and, as such, are or will be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution and the MCIP Act (as defined herein). With respect to facilities located

in a Multicounty Park, references to taxes or *ad valorem* taxes means the fees-in-lieu of *ad valorem* taxes provided for in the MCIP Act.

"***Act***" means Title 12, Chapter 44 of the Code, as the Act may be amended from time to time and all future acts successor or supplemental thereto.

"***Act Minimum Investment Requirement***" means an investment of at least $2,500,000 in the Project by the Sponsor or a Sponsor Affiliate within five years after the Commencement Date, or a combined total investment of at least $5,000,000 in the Project by the Sponsor and one or more Sponsor Affiliates, regardless of the amount invested by each such party, within five years after the Commencement Date.

"***Administration Expenses***" means the reasonable out-of-pocket expenses incurred by the County in the negotiation, approval and execution of this Fee Agreement for reasonable attorney's fees. Administration Expenses do not include any costs, expenses, including attorney's fees, incurred by the County (i) after execution of this Fee Agreement, (ii) in defending challenges to the FILOT Payments, Infrastructure Credits or any other incentives provided by this Fee Agreement brought by any third parties; or (iii) any actions by the Sponsor or its affiliates and related entities; or (iv) in connection with matters arising prior to execution at the request of the Sponsor outside of the immediate scope of this Fee Agreement.

"***Code***" means the Code of Laws of South Carolina, 1976, as the same may be amended from time to time.

"***Commencement Date***" means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2029. The parties agree to follow the South Carolina Department of Revenue's revenue ruling that is currently in effect as of the date of this Fee Agreement. For the avoidance of doubt, the in effect revenue ruling is Revenue Ruling #26-4. Revenue Ruling #26-4 states that in the case the Commencement Date is not established by the last day of the property tax year that is three years from the year in which the County and the Sponsor entered into this Fee Agreement (i.e., later than December 31, 2029), this Fee Agreement shall not be invalidated, but the Commencement Date shall be deemed to be December 31, 2029 and the Investment Period shall be deemed to have begun on January 1, 2030.

"Contract Minimum Investment Requirement" means an investment of $100,000,000 within the Investment Period by the Sponsor and any Sponsor Affiliates, as measured by the cost of the Project without regard to any depreciation.

"***County***" means Greenwood 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 Council***" means the Greenwood County Council, the governing body of the County.

"***Credit Term***" means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

"***Department***" means the South Carolina Department of Revenue.

"***Diminution in Value***" means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

"***Economic Development Property***" means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filings may be amended from time to time).

"***Equipment***" means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

"***Event of Default***" means any event of default specified in Section 7.1 of this Fee Agreement.

"***Fee Agreement***" means this Fee Agreement.

"***Fee Term***" means the period from the effective date of this Fee Agreement until the Final Termination Date.

"***FILOT Payments***" means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1. and before taking into account any Infrastructure Credit. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park.

"***Final Phase***" means the Economic Development Property placed in service during the last year of the Investment Period.

"***Final Termination Date***" means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement.

"***Fixed FILOT Payment***" has the meaning as described on Exhibit C.

"***Improvements***" means all improvements to the Real Property, including buildings, building additions and improvements, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

"***Infrastructure***" means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and (iii) personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and such other items as may be described in or permitted under Section 4-29-68 of the Code.

"***Infrastructure Credit***" means the special source revenue credit provided to the Sponsor pursuant to Section 12-44-70 of the Act, Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of the costs of the Infrastructure.

"***Investment Period***" means 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. For purposes of this Fee Agreement, the Investment Period, is expected to end on December 31, 2034.

"***MCIP Act***" means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

"***Multicounty Park***" means the multicounty industrial or business park governed by the Master Agreement Governing the Greenwood-Newberry Industrial Park, dated as of December 31, 2012, between the County and Newberry County, South Carolina.

"***Net FILOT Payment***" means the FILOT Payment net of the Infrastructure Credit.

"***Phase***" means the Economic Development Property placed in service during a particular year of the Investment Period.

"***Phase Exemption Period***" means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

"***Phase Termination Date***" means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service. Provided however, the Sponsor may request an additional five years of exemption for each Phase prior to the Phase Termination Date for any Phase, which the County Council may approve by resolution.

"***Project***" means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

"***Real Property***" means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement and shall also include such land located in the County which shall be noted on schedules or supplements to Exhibit A, as may be provided by the Sponsor, provided that any requirement that the Sponsor provide such schedules or supplements with respect to future land may be satisfied by the Sponsor's (or Sponsor Affiliate's) filing with the Department of Form PT-300 with Schedule S attached listing such additional land, or such comparable form or schedule as the Department may provide in connection with projects subject to the Act, along with a written notice of the change to the County Economic Development Director.

"***Removed Components***" means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

"***Replacement Property***" means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

"***Sponsor***" means Fieldstone SC Solar LLC and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

"***Sponsor Affiliate***" means an entity that participates in the investment at the Project and, following receipt of any required County approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

"***State***" means the State of South Carolina.

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.

The term "investment" or "invest" as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, in cash or in kind, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 ***Representations and Warranties of the County.*** The County represents and warrants 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 Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) 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; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" by adopting an inducement resolution, as defined in the Act, on January 6, 2026.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate and maintain the Project in the Multicounty Park.

(f) The execution of this Agreement and the placement of the Project in the Multicounty Park do not, by itself and without more, result in a change in use of any Real Property classified as agricultural use property for South Carolina property tax purposes.

Section 2.2 ***Representations and Warranties of the Sponsor.*** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the State of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing 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 Sponsor intends to operate the Project as a solar energy facility, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement, and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Act Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT Payments and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) Noise. In order to ensure that the Project does not create an audible nuisance to surrounding property owners, no project owned transformers, inverters, or battery energy storage system equipment shall be located closer than 300 feet from an abutting parcel boundary.

(g) Road Repairs. The Company and County will work together in good faith to engage a mutually agreed upon independent consultant to develop and conduct a survey of the condition of applicable roadways prior to the commencement of construction and at intervals during construction of the Project, as agreed on in a study protocol developed by the independent engineer. The costs of the independent consultant will be shared equally between the County and the Company. Any subsequent Phase of the Project shall follow the mutually agreeable survey method and standards therein for repair of major road damage. The Company will work with the County and the South Carolina Department of Transportation to ensure that, within three months after construction is complete (or a mutually agreed upon timeframe if additional time is necessary due to permitting, weather, or other contingencies), the roads utilized for construction of the Project are in the same condition, or better, as they were prior to commencement of construction. An unmodified road shall be in the same condition as at the commencement of this Fee Agreement. The Company shall be responsible for the costs of any road repairs required, as determined by the independent consultant and in consultation with the County and the South Carolina Department of Transportation. Company's material noncompliance with the independent consultant's survey and repair recommendations shall constitute a breach of this Fee Agreement.

(h) Setback Requirements. A buffer of at least 100 feet will be maintained along the entire Project boundary from all adjacent property boundaries, or greater if required by the Greenwood County Zoning Ordinance at such time the Project applies for zoning permits. Company's material noncompliance with the setback requirements shall constitute a breach of this Fee Agreement.

(i) Visual Screening. The Company will maintain a thirty (30) foot buffer of existing vegetation around the Project perimeter. Furthermore, where existing vegetation is not sufficient, the Company will create and maintain a visual screening buffer through one or more of the following screening methods, or through a method agreed on with the Greenwood County Planning Director, or a designee of the Planning Director. It is generally expected that vegetation installation shall occur prior to the Project being placed into service (subject to the timing requirements for tree height growth set forth below):

(A) On-site mature vegetation existing at a minimum height of ten feet between any exterior fencing and adjacent property including rights-of-way; or

(B) A single row of evergreens in combination with mature vegetation, installed at a height of five feet achieving opaqueness and a minimum height of ten feet in five years; or

(C) A double row of off-set evergreens absent mature vegetation, installed at a height of five feet achieving opaqueness and a minimum height of ten feet in five years; or

(D) A berm combined with evergreen vegetation installed at a height of five feet achieving opaqueness and a minimum height of ten feet in five years.

The Company agrees to work in good faith with the County on a mutually acceptable plan using the items set forth above. Through any combination of the above methods, in no event shall any solar fenced area be visible from any adjacent parcels and any existing adjacent roadways.

Further, the Company shall comply with the County's Zoning Ordinance relating to vegetative buffering that is in place at the time the Project applies for zoning permits, and failure to materially comply shall constitute a breach of this Fee Agreement.

If vegetation installation is required, an installation plan by a South Carolina landscape architect or equivalent professional, including but not limited to the timing of installation, shall be provided with application for a building permit.

(j) Environmental Compliance. The Company shall comply with all applicable federal and state environmental laws and regulations as well as any order of federal and state environmental agencies. The Company shall secure and maintain a National Pollutant Discharge Elimination System (NPDES) construction stormwater permit and, if applicable, a 401 Water Quality Certification prior to the commencement of construction and shall comply with applicable permit conditions. Company's failure to obtain applicable permits and material noncompliance with environmental laws and regulations or orders, as identified in writing by the respective regulatory and permitting agencies, shall constitute a breach of this Fee Agreement.

If the County becomes aware of or has a reasonable basis to believe that a hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 et seq., has been released on under or at the Project in violation of federal or state law, and that such release arises directly from the construction or operation of the Project, the County may notify the South Carolina Department of Environmental Services and US Environmental Protection Agency and the Company shall comply with any corresponding investigation and corrective actions required by such environmental agencies. If the County is reasonably unsatisfied with the response of applicable federal and state environmental regulators, the County has a right to require, and the Company agrees to conduct appropriate environmental assessments, including soil samples and/or groundwater samples, as applicable. The County shall present the Company with any request for such assessment in writing as well as the reason and basis

for the request. Such request shall be based upon the recommendation of an independent environmental consultant and such recommendation shall be provided to the Company at the time of the County's request.

Prior to the commencement of construction, the Company shall obtain a Phase I Environmental Site Assessment using the standards applicable to such assessments in effect as of the date of the Phase I and shall provide a copy of the Phase I to the County Planning Department prior to obtaining a building permit. Further, upon request of the County, beginning on the fifth anniversary of the date of this Fee Agreement and no more than once every five years thereafter, the Company shall obtain a Phase I Environmental Site Assessment using the standards applicable to such assessments in effect. Company's material noncompliance with an environmental agency's requirement to investigate and take corrective action, as identified in writing by the appliable agency, shall constitute a breach of this Fee Agreement.

(k) Construction Hours. The Company shall conduct construction work only between the hours of 7:00 AM and 6:00 PM on weekdays except in cases where the Company has obtained written permission from the County Manager or his designee in accordance with the County's ordinance governing building operations or in the event of work required to be completed to leave the site in a safe manner or in an emergency on site that requires work to be performed outside of the agreed upon hours. In the instance of after-hours work, the Company shall promptly notify the County, and in no event more than 48 hours after the occurrence of the after-hours work, of the need for afterhours work, the work performed, and, if applicable, the nature of the emergency.

ARTICLE III
THE PROJECT

Section 3.1 ***The Project***. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Act Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2029. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the construction of the Project.

Section 3.2 ***Leased Property***. To the fullest extent that State law allows or is revised or construed to permit leased assets including real property, a building, or personal property to constitute Economic Development Property, then any property leased by the Sponsor for the purpose of the Project is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement.

Section 3.3 ***Filings and Reports.***

(a) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Department and the Auditor, Treasurer, Economic Development Director, and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Manager, the Sponsor shall remit to the County copies of such records related to the calculation of the FILOT Payments and Fixed FILOT Payments due hereunder as the County would normally be entitled to in case the Project was subject to *ad valorem* taxation.

ARTICLE IV
FILOT PAYMENTS

Section 4.1 ***FILOT Payments***.

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

(i) The fair market value of the Phase calculated as set forth in the Act, multiplied by

(ii) An assessment ratio of six percent (6%), multiplied by

(iii) A fixed millage rate equal to the lowest legally allowed cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located, which the parties believe to be 302.20 mills (June 30, 2026 millage rate).

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate, in accordance with and subject to the terms of Section 10.8, the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement.

Section 4.2 ***FILOT Payments on Replacement Property.*** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3 ***Removal of Components of the Project***. The Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise permanently removed from the Project with the intent that it no longer be used for the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4 ***Damage or Destruction of Economic Development Property***.

(a) *Election to Terminate*. If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate all or part of this Fee Agreement. In the property tax year in which the damage or casualty occurs and continues, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace*. If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove*. If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5 ***Condemnation***.

(a) *Complete Taking*. If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking*. In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate all or part of this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components with a corresponding pro rata downward adjustment of the Fixed FILOT Payment.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6 ***Calculating FILOT Payments on Diminution in Value***. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement. For the avoidance of doubt, the Infrastructure Credit shall remain applicable to such adjusted FILOT Payment.

Section 4.7 ***Payment of Ad Valorem Taxes***. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law, pursuant to this Fee Agreement, the Act, or otherwise, then the calculation of any *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions and exemptions that would have applied to the Economic Development Property as if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8 ***Place of FILOT Payments.*** All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V
ADDITIONAL INCENTIVES

Section 5.1 ***Infrastructure Credits.*** To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit as described in Exhibit C hereof to reduce any FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit C. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure. The Sponsor shall annually deliver to the Economic Development Director, Auditor, and Treasurer of the County an executed final power output certification in substantially the form attached hereto as Exhibit D (the "***Output Certification***") by July 31 immediately following the property tax year that corresponds to a tax year for which a FILOT Payment is due with respect to the Project.

For each property tax year in which the Infrastructure Credit is applicable ("Credit Term"), the County shall prepare and issue the annual bills with respect to the Project showing the FILOT Payment, calculated in accordance with Exhibit C. Following receipt of the bill, the Sponsor shall timely remit the FILOT Payment to the County in accordance with applicable law. The County shall, within 5 business days of receipt of payment of the FILOT Payment in certified funds, refund via wire transfer or certified cashier's check the amount of the Infrastructure Credit. In lieu of paying the FILOT Payment in full, the Sponsor may request County Manager in writing at least five business days before the due date of the FILOT Payment that it pay the Fixed FILOT Payment amount due for such year in lieu of the FILOT Payment. Upon receipt of the County Manager's written consent the Sponsor may, in lieu of making the FILOT Payment, pay the Fixed FILOT Payment by the due date for the FILOT Payment, with no additional amounts due so as to avoid the above described refund method.

ARTICLE VI
CLAW BACK

Section 6.1 ***Claw Back.*** (a) In the event that the cost of the Project (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate. In such event, the Company shall pay the County an amount pursuant to the Act which is equal to the excess, if any, of (*i*) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (*ii*) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) In the event that the cost of the Project (without regard to depreciation and taking into account any Sponsor Affiliate investments), does not reach the Contract Minimum Investment Requirement by the end of the Investment Period, the Infrastructure Credit shall be adjusted prospectively, so that the amount of the Fixed FILOT Payment is increased by a percentage equal to the percentage of the shortfall. By way of example, if the Sponsor invests $90,000,000 in the Project, the Sponsor's investment falls 10% short of the Contract Minimum Investment Requirement of $100,000,000. As a result, the Fixed FILOT Payment therefore increases prospectively by 10% (i.e. by $187.50) to $2062.50 per MWac. For the avoidance of doubt, in the event the Sponsor's investment in the Project exceeds the Contract Minimum Investment Requirement within the Investment Period, the Fixed FILOT Payment shall not be adjusted prospectively to decrease by a percentage equal to the percentage of the surplus investment. For the avoidance of doubt, this Section 6.1 is the County's sole remedy in the event the Sponsor fails to achieve the Contract Minimum Investment.

ARTICLE VII
DEFAULT

Section 7.1 ***Events of Default.*** Subject in all events to Section 10.9 hereof, the following are "Events of Default" under this Fee Agreement:

(a) Failure by the Sponsor to make FILOT Payments due under this Fee Agreement, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) (i) A representation or warranty made by the Sponsor which is materially incorrect when made or deemed made; or (ii) a failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure under (i) or (ii) has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(c) A representation or warranty made by the County which is materially incorrect when made or deemed made; or

(d) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2 ***Remedies on Default***.

(a) If an Event of Default by the Sponsor or, as applicable, any Sponsor Affiliate (the "Defaulting Party") has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) bring an action against the Defaulting Party for collection of any amounts due hereunder; and/or terminate this Fee Agreement, upon another 30 days written notice, in the case of an Event of Default under Section 7.1(a); or

(ii) take whatever action against the Defaulting Party at law or in equity that may appear necessary or desirable to remedy the Event of Default under Section 7.1(b) but the County's damages under this Fee Agreement for an Event of Default shall always be limited to and never exceed under any circumstance the amount of FILOT Payments due (after application of any Infrastructure Credit) plus legal fees and expenses under Section 7.3 hereof, and any penalty and interest required by statute. Under no circumstances will the Sponsor ever be liable to the County for any other damages hereunder or any other penalty or other interest.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) take such other action as is appropriate, including legal action, to recover its damages, to the extent allowed by law. For purposes of this Fee Agreement, the Sponsor and any Sponsor Affiliate's damages under this Fee Agreement for an Event of Default shall be limited to and never exceed, under any circumstance, the actual savings to be realized by the Sponsor and/or the Sponsor Affiliate due to the FILOT Payments and Infrastructure Credit provided herein, plus any legal fees and expenses under Section 7.3 hereof, plus interest at the same rate as provided under (a)(ii) above. Under no circumstances will the County ever be liable for any other damages hereunder or penalty or other interest.

Section 7.3 ***Legal Fees and Other Expenses.*** Each party shall bear its own costs, including attorneys' fees, incurred in enforcing any provision of this Fee Agreement.

Section 7.4 ***Remedies Not Exclusive***. Unless expressly provided otherwise, no remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies described in this Fee Agreement, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement.

ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS

Section 8.1 ***Right to Inspect.*** Subject to the Sponsor's safety policies and requirements, this Fee Agreement does not limit any otherwise existing legal right of the County and its authorized agents, at any reasonable time on prior notice of at least forty eight (48) hours, to enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2 ***Confidentiality.*** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "***Confidential Information***." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor 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. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3 ***No Liability of County Personnel***. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members 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 for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.4 ***Limitation of Liability.*** Subject to section 7.2(b)(iii), the County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.5 ***Assignment.*** The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold; provided, however, that the County hereby expressly consents in advance to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.6 ***No Double Payment; Future Changes in Legislation.*** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.7 ***Administration Expenses.*** The Sponsor will reimburse the County for its Administration Expenses in an amount that shall in any event be capped at and limited in the aggregate to $1,500 on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 8.8 ***Multicounty Park.*** The County will maintain the Real Property in the Multicounty Park or in some other multicounty industrial or business park within the meaning of the MCIP Act for at least as long as the Infrastructure Credit is to be provided to the Sponsor under this Fee Agreement.

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1 ***Sponsor Affiliates.*** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Council delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Manager of a request by the Sponsor to allow the Sponsor Affiliate to join in the investment at the Project; provided, however, that the County hereby expressly consents to any future designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control

with, the Sponsor, (ii) any third party that the Sponsor may elect to involve in the construction or financing of the Project, and (iii) the landowner(s) of the Real Property. The Sponsor Affiliate's joining in the investment at the Project will be effective on execution of a Joinder Agreement, the form of which is attached as Exhibit B.

Section 9.2 ***Primary Responsibility.*** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement, arising and due as a result of the Project. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate. The Sponsor Affiliate's secondary obligation to make FILOT Payments under this Fee Agreement to the County shall be limited to the FILOT Payments due on the Sponsor Affiliate's Economic Development Property only and under no circumstances shall the Sponsor Affiliate be liable for any FILOT Payments relating to the Sponsor's Economic Development Property.

ARTICLE X
MISCELLANEOUS

Section 10.1 ***Notices.*** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is 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 of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Fieldstone SC Solar LLC
Attn:
_____
_____

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn:
_____
_____

IF TO THE COUNTY:

Greenwood County, South Carolina
Attn: County Manager
600 Monument Street, Box P-103
Greenwood, SC 29646

Section 10.2 ***Provisions of Agreement for Sole Benefit of County and Sponsor***. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor and any Sponsor Affiliates any right,

remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor and any Sponsor Affiliates.

Section 10.3 ***Counterparts.*** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4 ***Governing Law.*** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5 ***Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6 ***Amendments.*** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7 ***Agreement to Sign Other Documents***. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8 ***Interpretation; Invalidity; Change in Laws***.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done 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 Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law, and that any real property addition will be noticed in writing to the County Economic Development Director by the Sponsor.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9 ***Force Majeure.*** Notwithstanding Section 7.1 hereof or any other provision of this Fee Agreement to the contrary, the Sponsor is not liable or responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, pandemics, inability to obtain materials, conditions arising from governmental orders or regulations, war

or national emergency, acts of God, natural disasters, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10 ***Termination; Termination by Sponsor***.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

(e) Upon termination of this Fee Agreement with respect to any part of the Project as to which any net present value payments were made pursuant to Section 4.1(a), then, in accordance with Section 12-44-140(A) of the Act, there shall be computed the amount of payments which would have been made with respect to such property as of the termination date without the use of the net present value payment method, and to the extent that the amount which would have been so paid exceeds the amount paid by the Sponsor pursuant to Section 4.1(a) that is allocable to such property, then (i) if the termination is with respect to less than the entire remaining Project, the Sponsor shall pay the difference to the County, with interest as required by the Act, with the next FILOT Payments to be made to the County pursuant to Section 4.1(a), and (ii) if the termination is of the entire Project, then the Sponsor shall pay such difference, with interest as required by the Act, within 120 days of termination.

Section 10.11 ***Entire Agreement.*** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is 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 of this Fee Agreement.

Section 10.12 ***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 10.13 ***Business Day.*** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14 ***Agreement's Construction.*** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

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

GREENWOOD COUNTY, SOUTH CAROLINA

(SEAL)

By:_____
County Council Chair
Greenwood County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Greenwood County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem *Taxes Agreement]*

FIELDSTONE SC SOLAR LLC

By: _____
Name: _____
Title: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem *Taxes Agreement]*

EXHIBIT A
PROPERTY DESCRIPTION

All or a portion of that parcel of real property, with improvements thereon, located in Greenwood County, South Carolina, consisting of approximately 867 acres, identified by tax map numbers below:

1. 6895-855-553
2. 7805-075-385
3. 7805-151-742
4. 7805-371-790

EXHIBIT B
FORM OF JOINDER AGREEMENT

JOINDER AGREEMENT

This Joinder Agreement dated _____ is by and between Greenwood County, South Carolina ("County") and [joinder party name] as Sponsor Affiliate ("Sponsor Affiliate").

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, effective _____, 2026 ("Fee Agreement"), between the County and Fieldstone SC Solar LLC ("Sponsor").

1. Joinder to Fee Agreement.

Sponsor Affiliate, a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement applicable to Sponsor Affiliates; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

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

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Request and Consent of Sponsor.

The Sponsor has requested and consents to the addition of Sponsor Affiliate as Sponsor Affiliate to the Fee Agreement.

5. Filings by Sponsor Affiliate.

Sponsor Affiliate shall timely file each year with the South Carolina Department of Revenue a PT-300 Property Tax Return with completed Schedule S attached (the "Return"), listing the Sponsor Affiliate's Project property as Economic Development Property to the extent such Project property qualifies as Economic Development Property.

6. Consent of County.

The County, through approval as authorized in the Fee Agreement, hereby consents to the addition of _____ as Sponsor Affiliate to the Fee Agreement.

7. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

8. Notice.

Notices to Sponsor Affiliate under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned have executed this Joinder Agreement to be effective as of the date set forth below.

SPONSOR AFFILIATE:

Name of Entity:

_____
Signature:_____
Name:_____
Its:_____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

GREENWOOD COUNTY, SOUTH CAROLINA

Signature: _____

By: _____

Its:_____

EXHIBIT C
DESCRIPTION OF INFRASTRUCTURE CREDIT

The parties have agreed to an Infrastructure Credit against the FILOT Payments under this Fee Agreement to establish a fixed level annual fee in-lieu-of tax payment (the "Fixed FILOT Payment") for the Project through the 30-year period ending on the Phase Termination Date. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park so that the Infrastructure Credit and Negative Infrastructure Credit provided for herein can be utilized to reduce or increase, as appropriate, such FILOT Payments to the Fixed FILOT Payment for the entire 30-year period ending on the Phase Termination Date that would otherwise be applicable.

The amount of the Fixed FILOT Payment as agreed to by the parties is $1,875.00 per MWac of Final Output, subject to Section 6.1 and Exhibit D of this Fee Agreement. For example, if the Final Output is 74.9 MWac, then the Fixed FILOT Payment shall be $140,437.50.

"*Final Output*" shall mean the final power output capacity of the Project as reported to the South Carolina Public Service Commission upon bringing the Project online and measured to the hundredth decimal point in MWac.

"*MWac*" means megawatts of alternating current.

The amount of the annual Infrastructure Credit, if any, shall be the amount necessary to reduce the amount of each annual FILOT Payment to the amount of the Fixed FILOT Payment. Thus, the FILOT Payment for each year shall be compared to the Fixed FILOT Payment for such year. If the Fixed FILOT Payment is less than the FILOT Payment, an Infrastructure Credit shall be applied to the FILOT Payment to reduce such payment to the amount of the Fixed FILOT Payment. In any year in which the Fixed FILOT Payment is more than the FILOT Payment, the Sponsor agrees to pay the difference between the amount of the FILOT Payment and the Fixed FILOT Payment (the "Negative Infrastructure Credit Payment") for such year with the FILOT Payment due for such year.

To the extent the Infrastructure Credit is used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to 4-29-68(A)(2)(ii) of the Code, the Sponsor shall be entitled to an additional Infrastructure Credit against any Net FILOT Payments to be made on the Project after the date of such removal in an amount equal to such penalty.

Should the Sponsor fail to meet the Act Minimum Investment Requirement, the Infrastructure Credit shall be increased to place the Sponsor in the same economic position as if the Act Minimum Investment Requirement was met.

The parties agree that the rollback taxes as provided in Section 12-43-220(d) of the Code do not apply to the change in use of the Real Property from its agricultural use to non-agricultural use; however, to the extent such rollback taxes do apply, the County agrees to provide an Infrastructure Credit equal to the amount of the applicable rollback taxes to offset such taxes.

In addition, as an additional incentive to locate the Project in the County, there shall be (i) an annual Infrastructure Credit equal to the amount of any business license tax or fees that may be imposed upon the Sponsor and/or Sponsor Affiliate as a result of the Project by the County.

To the extent the Infrastructure Credits pursuant to this Fee Agreement are greater than the amount of the FILOT Payment due hereunder, such Infrastructure Credit shall be carried over to the next year or years, as necessary, to apply all accrued Infrastructure Credits.

EXHIBIT D
FORM OF FINAL OUTPUT CERTIFICATION

Attached.

FINAL POWER OUTPUT CERTIFICATION

_____
(Section 5.1 Infrastructure Credits)

Reference is made to that certain Fee in Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement dated as of _____, 2026 (as the same may be amended, modified, supplemented, or replaced from time to time, the "Fee Agreement"), by and among GREENWOOD COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and Fieldstone SC Solar LLC, a Delaware limited liability company (the "Sponsor").

1. Pursuant to Section 5.1 of the Fee Agreement, the Sponsor is entitled to an Infrastructure Credit, which will reduce the FILOT Payments due to the County to the Fixed FILOT Payment derived by (i) multiplying the Final Output by (ii) the Output Multiplier, in this way:

Final Output _____ MWac

X $1,875.00

= Fixed FILOT Payment $_____

2. The Infrastructure Credits specified in this Certificate for tax year ended December 31, 2___, together with all Infrastructure Credits heretofore claimed by the Sponsor pursuant to the Fee Agreement, do not, in the aggregate, exceed aggregate expenditures on Infrastructure in connection with the Facility.

3. The Sponsor hereby requests that the County remit a bill for the Fixed FILOT Payment to the following address:

_____
Attn: _____
_____
_____

IN WITNESS WHEREOF, I have executed this Certificate to be effective as of _____, 20__.

[Project]

By: _____
Name: _____
Its: _____

Greenwood County Council - Agenda Request

Department: Public Works – Recycle Department

Contact Person: Rob Russian

Meeting Agenda Date: November 3, 2026

Issue Under Consideration: Purchase of Skid Steer for Recycle Department

Points to Consider:

- In FY27 Recycle Department budget, funds are available to purchase a skid steer
- Purchasing Policy allows for purchasing from state contracts with certain requirements
- Three vendors provided adequate quotes for the skid steer
- Bobcat of Greenville is the lowest bidder under state contract pricing (4400034032)
- Carolina Power Equipment was contacted as a Local Vendor
- Due to the fact the winning bid falls within the "Formal Range" of the county's purchasing policy, approval by County Council is required.

Funding Factors:

- Total cost of $63,313.85 will be taken from FY27 budgeted funds.

Options/Recommendation:

- Staff recommend approval and award of the bid to Bobcat of Greenville

Attachments (list supporting documents):

- Bid Sheet and quotes.

Greenwood County
PUBLIC WORKS

Phone: (864) 942-8754
Address: 1115 Siloam Church Road
Greenwood, SC 29646
Website: www.greenwoodsc.gov

Bid Tabulation

Purchase/Project: Recycle- Skidsteer

Date: 11/3/26

Vendor	Total Cost
Bobcat Of Greenville (4400034032)	$63,313.85
Carolina Power Equipment (Local)	$66,554.00
Dobbs Equipment (4400034322)	$68,888.70

Signature of Public Work Director: 

Greenwood County Council - Agenda Request

Department: Public Works – Solid Waste Collections Department

Contact Person: Rob Russian

Meeting Agenda Date: November 3, 2026

Issue Under Consideration: Purchase of Rolloff Truck for SWC Department

Points to Consider:

- In FY27 SWC Department budget, funds are available to purchase a Rolloff Truck
- Purchasing Policy allows for purchasing from state contracts with certain requirements
- Four vendors provided adequate quotes for the truck
- Nulife Municipal Truck Center is the lowest bidder with a bid less than bid provided by vendors with state contract pricing.
- No Local Vendor was available
- Due to the fact the winning bid falls within the "Formal Range" of the county's purchasing policy, approval by County Council is required.

Funding Factors:

- Total cost of $229,540 will be taken from FY27 budgeted funds.

Options/Recommendation:

- Staff recommend approval and award of the bid to NuLife Municipal Truck Center.

Attachments (list supporting documents):

- Bid Sheet and quotes.

Greenwood County
PUBLIC WORKS

Phone: (864) 942-8754
Address: 1115 Siloam Church Road
Greenwood, SC 29646
Website: www.greenwoodsc.gov

Bid Tabulation

Purchase/Project: SWC – Rolloff Truck

Date: 11/3/26

Vendor	Total Cost
NuLife Municipal Truck Center	$229,540.00
Carolina International Trucks (4400037441)	$246,206.28
Excel Truck Group (4400035153)	$269,856.00
Shealy Truck W/ Nulife Hoist (4400035151)	$276,213.67
Shealy Truck W/ CES Hoist(4400035151)	$277,627.17

Signature of Public Work Director: 

Greenwood County Council - Agenda Request

Department: Treasurer

Contact Person: Steffanie Dorn

Agenda Date: November 3, 2026

Issue Under Consideration: Consider Resolution to amend the FY27 budget for expenditure of prior year surplus funds and cancelling a transfer from the FY26 budget.

Points to Consider:

Funding Factors: Funding available from FY26 surplus budget unspent.

Options/Recommendation:

Attachments (list supporting documents): Resolution 2026-36

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

RESOLUTION NO. 2026-36

A RESOLUTION AMENDING THE FISCAL YEAR 2027 GENERAL FUND BUDGET USING SURPLUS FUNDS FROM PRIOR FISCAL YEARS AND CANCELLING A TRANSFER FROM THE FISCAL YEAR 2026 BUDGET

WHEREAS, for the Fiscal Year ending June 30, 2026, the Greenwood County General Fund had budgeted to use SEVEN HUNDRED NINETY THOUSAND TWO HUNDRED SEVEN DOLLARS ($790,207.00) coming in part from prior year surpluses; and,

WHEREAS, for the Fiscal Year ending June 30, 2026, the Greenwood County General Fund has an estimated surplus balance of ONE MILLION SIX HUNDRED SIXTY-TWO THOUSAND NINE HUNDRED TWENTY-NINE DOLLARS AND THIRTY-ONE CENTS ($1,662,929.31); and,

WHEREAS, the Greenwood County Council ("Council") would like to reappropriate these prior year surplus funds for certain one-time expenditures; and,

WHEREAS, the Council wishes to make a one-time expenditure to show appreciation to employees for their continued employment with Greenwood County ("County") by rewarding them for years of service given to the County; and,

WHEREAS, the Council would like to provide a one-time, non-recurring financial stipend to show this appreciation for full-time and part-time employees who serve the County and were employed on or before June 30, 2026, and who remain employed on the date stipends are disbursed; and,

WHEREAS, the Council would like to provide funds for employee merchandise with the County logo; and,

WHEREAS presently, Greenwood County has a project to provide safety renovations of an interior staircase at the Greenwood County Courthouse which merits funding or attention outside of its typical fiscal year budget process; and,

WHEREAS, the Unassigned Fund Balance of the General Fund will be at approximately forty-seven percent (47%) of Fiscal Year 2027 budgeted expenditures and a previously budgeted inter-fund transfer is not necessary; and,

WHEREAS, the Council is empowered by Section 27 of its Ordinance Number 2026-21 to amend the budget, in whole or in part, by a duly approved resolution enacted by a majority vote of the Council;

NOW, THEREFORE, BE IT ORDAINED BY THE GREENWOOD COUNTY COUNCIL, DULY ASSEMBLED:

Section 1. Funds up to the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) shall be appropriated within the General Fund to issue employee retention payments to all full-time and part-time Greenwood County employees who worked more than ninety-six (96) hours in the previous fiscal year, with payments based upon years of service according to a schedule established by the Greenwood County Manager. Eligible employees are those employed as of June 30, 2026, and who remain employed on the date that checks are distributed. The employees receiving these payments will include employees of the Eighth Circuit Solicitor's Office and the Eighth Circuit Public Defender's Office assigned to Greenwood County, but will exclude all elected officials.

Section 2. The County Treasurer is authorized to make payments as directed by the Greenwood County Manager as soon as is practicably possible.

Section 3. The County Manager shall have full authority to resolve any disputes regarding payment eligibility or amounts.

Section 4. The budgeted transfer from the 2.6 Mills Fund to the General Fund in the Amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) will not be completed.

Section 5. Funds in the amount of FIFTY THOUSAND DOLLARS ($50,000.00) are allocated from the General Fund balance to allow employees to select one item of County logo merchandise.

Section 6. Funds in the amount of FIFTY THOUSAND DOLLARS ($50,000.00) are allocated from the General Fund balance to provide safety renovations to an interior staircase at the Greenwood County Courthouse.

Section 7. This Resolution shall become effective upon enactment by a majority of the members of the Greenwood County Council present and voting.

Section 8. If any portion or appropriation within this resolution is held to be invalid or illegal by operation of law or by a court of competent jurisdiction, the remaining valid and legal provisions or appropriations within this resolution will remain in force.

Passed and approved this 3rd day of November, 2026.

GREENWOOD COUNTY
SOUTH CAROLINA

_____
Dayne Pruitt
Chairman, Greenwood County Council

ATTEST:

_____
Toby Chappell
Greenwood County Manager

Greenwood, South Carolina
_____, 2026

Greenwood County Council - Agenda Request

Department: Treasurer

Contact Person: Steffanie Dorn

Agenda Date and Meeting: November 3, 2026

Issue Under Consideration: Approve Resolution amending millage for Fiscal Year June 30, 2027 for Hillbrook and Forest Hills

Points to Consider: The requests were overlooked

Funding Factors: Ensure special tax district request is implemented

Options/Recommendation: Recommend approval of amended millage rates for Hillbrook and Forest Hills

Attachments (list supporting documents):
Resolution 2026-37

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

RESOLUTION NO. 2026-37

A RESOLUTION AMENDING RESOLUTION NO. 2026-31 TO ADJUST THE SPECIAL TAX DISTRICT FEE FOR FOREST HILLS AND HILLBROOK FOR THE FISCAL YEAR ENDING JUNE 30, 2026

WHEREAS, the County Council of Greenwood County, South Carolina (hereinafter "the Council" and "the County") is empowered by the Code of Laws of South Carolina to enact ordinances to assess property, levy *ad valorem* property taxes, and make appropriations for functions and operations of the County, including, but not limited to, appropriations for general public works, water treatment and distribution, sewage collection and treatment, courts and criminal justice administration, correctional institutions, public health, social services, transportation, planning, economic development, recreation, public safety, disaster preparedness, regulatory code enforcement, hospital and medical care, sanitation, elections, and libraries, and;

WHEREAS, Section 4-9-140 of the Code of Laws of South Carolina requires that the Council adopt operating and capital budgets for the operation of County government, and;

WHEREAS, by Ordinances passed on June 16, 2026, the Greenwood County Council adopted operating and capital budgets for the government of Greenwood County and approved a levy of taxes for educational purposes in Greenwood County, and;

WHEREAS, County Council adopted Resolution No. 2026-31 setting millages and special tax district fees for the fiscal year beginning July 1, 2026; and

WHEREAS, Council desires to amend the annual fee charged for the Forest Hills and the Hillbrook Special Tax Districts to ensure requested funding for district operations;

NOW, THEREFORE, BE IT RESOLVED BY THE GREENWOOD COUNTY COUNCIL, DULY ASSEMBLED:

Section 1. Resolution No. 2026-31 is amended so that the annual special tax district fee for the Forest Hills Special Tax District is $100.00 per year.

Section 2. Resolution No. 2026-31 is amended so that the annual special tax district fee for the Hillbrook Special Tax District is $0.00 per year.

Section 3. All other millages, fees, provisions, and schedules established in Resolution No. 2026-31 remain unchanged and in full force and effect.

Section 4. This Resolution shall become effective upon enactment by a majority of the members of the Greenwood County Council present and voting.

Section 5. If any portion of this resolution is held to be invalid or illegal by operation of law or by a court of competent jurisdiction, the remaining valid and legal provisions will remain in force.

Passed and approved this 3rd day of November, 2026.

GREENWOOD COUNTY
SOUTH CAROLINA

_____
Dayne Pruitt
Chairman, Greenwood County Council

ATTEST:

_____
Toby Chappell
Greenwood County Manager

Greenwood, South Carolina
_____, 2026

Greenwood County Council - Agenda Request

Department: Treasurer's Office

Contact Person: Steffanie Dorn

Agenda Date: November 3, 2026

Issue Under Consideration: An Ordinance Adding a Parcel to the Forest Hills Special Tax District

Points to Consider: The property owner has submitted a letter requesting the parcel be added to the Forest Hills Special Tax district. While policy 10.5 does not specify the requirements to add a parcel to a special tax district, we believe that the request of the property owner is sufficient and an ordinance is the appropriate action to increase the boundaries.

Funding Factors: None.

Options/Recommendation: Recommend approval.

Attachments (list supporting documents):
Ordinance 2026-33
Request letter

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

ORDINANCE NO. 2026-33

AN ORDINANCE ADDING A PARCEL
TO THE FOREST HILLS SPECIAL TAX DISTRICT

WHEREAS, Greenwood County Council adopted Ordinance Number 28-89 on November 21, 1985, calling for a referendum and election whereby after a majority favorable vote of both freeholders voting and electors voting, created the Forest Hills Special Tax District (the "District"); and,

WHEREAS, on October 26, 2026, a request was received to add the property at Greenwood County Tax Map Number 6847-124-611 to the District; and,

WHEREAS, Greenwood County Policy 10.5, Special Tax Districts, governs the District, along with Ordinance 28-89; and,

WHEREAS, the sole property owner of Tax Map Number 6847-124-611 has requested that this parcel be added to the Forest Hills Special Tax District so that it may be combined with Tax Map Number 6847-141-618, a property already in the District; and,

WHEREAS, Greenwood County Council believes that this is a reasonable method by which to add a parcel to a Special Tax District; and,

WHEREAS, Section E of Policy 10.5, allows for the Greenwood County Council to consider situations not contemplated by this policy on a case-by-case basis;

NOW, THEREFORE, BE IT ORDAINED BY THE GREENWOOD COUNTY COUNCIL, DULY ASSEMBLED:

Section 1. The property at Greenwood County Tax Map Number 6847-124-611 is to be added to the Forest Hills Special Tax District for the sole purpose of combining it with Greenwood County Tax Map Number 6847-141-618. The combination will be accomplished upon the passage of this Ordinance.

Section 2. If any portion of this Ordinance is held to be invalid or illegal by operation of law or by a court of competent jurisdiction, the remaining valid and legal provisions within this Ordinance will remain in force.

Section 3. Any prior ordinance or enactment, to the extent the terms of which are in conflict herewith, is, to the extent of such conflict, repealed.

Section 4. This Ordinance shall become effective on _____, 2026.

Passed and approved this _____ day of December, 2026.

GREENWOOD COUNTY,
SOUTH CAROLINA

_____

Dayne Pruitt
Chair, Greenwood County Council

STATE OF SOUTH CAROLINA)
) **ENDORSEMENT OF MANAGER**
COUNTY OF GREENWOOD)

I, **Toby Chappell**, as Greenwood County Manager approved by the Greenwood County Council, have reviewed the foregoing Ordinance, and hereby approve the same as to its form, draftsmanship and proper title.

_____

Toby Chappell

Greenwood, South Carolina
_____, 2026

STATE OF SOUTH CAROLINA)
) **ENDORSEMENT OF ATTORNEY**
COUNTY OF GREENWOOD)

I, **Carson Penney**, as Greenwood County Attorney approved by the Greenwood County Council, have prepared and reviewed the foregoing Ordinance, and hereby approve the same as to its legality and constitutionality.

_____

Carson Penney

Greenwood, South Carolina

_____, 2026

STATE OF SOUTH CAROLINA)
) **ENDORSEMENT OF CLERK**
COUNTY OF GREENWOOD)

that the foregoing Ordinance was read at three public meetings of the Greenwood County Council on three separate days, the said days being _____, _____, and _____, that the foregoing Ordinance was passed and adopted by a majority vote of the members of the Greenwood County Council present at the public meeting on _____, 2026, and that, at all times relevant to the foregoing Ordinance, the Greenwood County Council complied with all applicable provisions of the Code of Laws of South Carolina, in particular the South Carolina Freedom of Information Act, and the Code of Ordinances of Greenwood County.

_____

Susan McIntyre

Greenwood, South Carolina

_____, 2026

Tracey Erickson
133 Rutledge Road
Greenwood, SC 29649

October 21, 2026

Greenwood County Council
Greenwood County, South Carolina

Re: Request for Inclusion in Forest Hills Special Tax District and Combination of Contiguous Parcels
TMS Nos. 6847-124-611 and 6847-141-618

Dear Members of Greenwood County Council:

I am writing as the property owner of 133 Rutledge Road to respectfully request that Greenwood County Council approve the addition of **TMS No. 6847-124-611** to the Forest Hills Special Tax District and facilitate its formal combination with my adjoining property, **TMS No. 6847-141-618**, in the appropriate Greenwood County property records.

The two parcels are physically contiguous and already function as a single residential property. Although they are currently identified by separate tax map numbers, this request seeks to have their existing physical relationship formally recognized in the Forest Hills Special Tax District through the combination of the parcels in the County's records.

Specifically, I respectfully request that Greenwood County Council:

1. Approve the inclusion of **TMS No. 6847-124-611** within the Forest Hills Special Tax District.
2. Authorize or facilitate the formal combination of **TMS No. 6847-124-611** with **TMS No. 6847-141-618** into a single parcel of record.
3. Coordinate with the appropriate Greenwood County offices to ensure that the property records, tax district boundaries, and tax assessments accurately reflect these changes.

I believe these actions would appropriately recognize the existing use and configuration of the property while ensuring consistency in the County's official records.

Thank you for your time and consideration of this request. I appreciate your assistance in bringing this matter to a resolution.

Sincerely,

Tracey Erickson
Property Owner
133 Rutledge Road
Greenwood, SC 29649