

PICKENS COUNTY

SOUTH CAROLINA

COUNCIL MEMBERS

CHRIS BOWERS, CHAIRMAN
ROY COSTNER, VICE CHAIRMAN
ALEX SAITTA, VICE CHAIR PRO-TEM
C. CLAIBORNE LINVILL
CHRIS LOLLIS
HENRY WILSON



COUNTY ADMINISTRATOR

KEN ROPER

CLERK TO COUNCIL

MEAGAN NATIONS

PICKENS COUNTY COUNCIL MEETING

Monday, July 22, 2024

6:00 PM

Council Chambers, County Administration Facility
222 McDaniel Avenue, Pickens SC 29671

All meetings of Pickens County Council are held in accordance with the South Carolina Freedom of Information Act, Section 30-4-70, *et seq.* of the Code of Laws of South Carolina, 1976, as amended, as well as the Organizational Rules for Pickens County Council.

WELCOME AND CALL TO ORDER:

Chairman Chris Bowers

1. INVOCATION AND PLEDGE OF ALLEGIANCE:

Councilman Alex Saitta

2. PUBLIC FORUM.

County Council hosts a public forum at its first regularly scheduled meeting of each month. Individuals wishing to speak during Public Forum should contact the Clerk to Council in advance of the meeting. Comments are limited to 3 minutes per participant and 30 minutes in total.

3. APPROVAL OF MINUTES:

- June 3, 2024
- June 17, 2024 – *Special-Called Meeting*
- June 17, 2024 – *Committee of the Whole Meeting*
- June 24, 2024 – *Special-Called Meeting*

4. ADMINISTRATOR'S REPORT

Updates from the County Administrator on operations, personnel, or other day-to-day matters.

5. COMMITTEE REPORTS:

- a) July 22, 2024 – *Committee of the Whole*

6. COUNCIL CORRESPONDENCE

Notification of future meeting dates and/or changes as well as community dates of interest.

7. MOTION PERIOD AND NEW BUSINESS

Matters can be added to the agenda by appropriate motion, second, and unanimous vote of council.

8. ORDINANCES FOR FIRST READING AND/OR RESOLUTIONS:
 - a) CONSIDERATION OF A RESOLUTION AUTHORIZING A PEDESTRIAN TRAFFIC STUDY IN ORDER TO PROVIDE FOR MORE SAFE AND EFFICIENT OPERATION OF THE PICKENS COUNTY DETENTION CENTER, ALONG WITH SOURCE OF FUNDS AND MATTERS RELATED THERETO.
 - b) CONSIDERATION OF A RESOLUTION AUTHORIZING EXECUTION OF RENEWED LEASE BY COUNTY FROM DUKE ENERGY AND OTHER MATTERS RELATED THERETO.
9. ORDINANCES FOR SECOND READING:
 - a) SECOND READING OF AN ORDINANCE NO. 644 TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH OCONEE COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SECTION 4- 1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH OCONEE COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO (PROJECT TURN).
10. ORDINANCES FOR THIRD READING AND/OR PUBLIC HEARING:
 - a) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE NO. 642 TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH OCONEE COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH OCONEE COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO (PROJECT RED).
11. CONSENT AGENDA:

Routine matters and resolutions, as well as subject referrals to Council committees, can be accomplished by one vote via the Council's Consent Agenda.

 - a) Pickens County Conservation Fund Rules and Procedures – *Committee of the Whole*
12. EXECUTIVE SESSION

S.C. Code of Laws, Section 30-4-70 (A) allows that specifically delineated and qualifying matters may be discussed outside the presence of the public.

Contractual– Section 30-4-70 (a)(2)

 - Proposed Contractual Agreement with Realtylink on future expansion incentives for Speedway Industrial Park
13. ACTION ON EXECUTIVE SESSION ITEMS (as needed)

While the SC Freedom of Information Act allows for certain matters to be discussed outside the presence of the public, any votes on such matters can only take place once Council has returned to public session.
14. ADJOURN

No. 3:

APPROVAL OF MINUTES

Regular Pickens County Council Meeting

June 3, 2024

6:30 PM

County Council met in regular session, in the Auditorium of the County Administration Facility, with Chairman Chris Bowers presiding. Final agendas, bearing date, time, and location of meeting were mailed to members of council and local news media on May 30, 2024.

Council Members in Attendance:

Chris Bowers, Chairman
Roy Costner, Vice Chairman
Alex Saitta, Vice Chairman Pro-Tem
Chris Lollis
Henry Wilson
C. Claiborne Linvill

Staff in Attendance:

Ken Roper, County Administrator
Les Hendricks, Contract Attorney
Meagan Nations, Clerk to Council

WELCOME AND CALL TO ORDER:

Chairman Chris Bowers called the meeting of June 3, 2024, to order and welcome those in attendance. Councilman Chris Lollis led the Invocation and the Pledge of Allegiance.

PUBLIC FORUM:

Chairman Chris Bowers opened the Public Forum and requested the Clerk to call upon the citizens signed up to speak.

1. Kris Filkins: Ms. Filkins addressed Council regarding her nonprofit company named CASA Upstate SC, Inc.
2. Nan Jones: Ms. Jones addressed Council regarding the lack of ambulances in City of Clemson.
3. Tom Geistler: Mr. Geistler addressed Council regarding Library.
4. Kara Forward: Ms. Forward addressed Council regarding the Library.
5. Luke Campbell: Mr. Campbell addressed Council regarding the Budget and Elections.

Seeing no other public forum speakers, the Chairman closed the floor.

APPROVAL OF MINUTES:

Chairman Chris Bowers called for a motion to approve the following minutes as presented:

- May 6, 2024 Council Meeting
- May 28, 2024 Committee of the Whole

- Motion was made by Councilman Alex Saitta and seconded by Councilman Chris Lollis to approve the amended minutes. The motion carried unanimously (6-0).

ADMINISTRATOR'S REPORT:

Mr. Roper addressed Council on the following:

- Request to add a contractual matter regarding Project Lyft to Executive Session
- Update regarding Museum Closure Update for renovations
- Updated regarding 72" Crossline Replacement on Pace Valley Rd.
- Recognition of Appalachian Council of Government Management and Supervision Course Graduates
- Update regarding Evergreen Solutions Compensation Study Update

Council asked Mr. Roper questions that included, but was not limited to:

- Question regarding CASA Upstate, Inc. and non-profits (*public forum speaker*)
- Question regarding brown goods at the recycling station, grinder and mulch, etc.
- Question regarding ambulances in City of Clemson (*public forum speaker*)

COMMITTEE REPORTS:

COMMITTEE OF THE WHOLE:

FY 24-25 Budget Work Session – Log No. 233

- a) Presentation from Evergreen Solutions regarding Compensation Study
 - Allie Crumpler, with Evergreen Solutions, attended the Council meeting to present the Evergreen Solutions Classification and Compensation Study to Council. The presentation included:
 - Purpose of Compensation Study
 - Study Goals and Initiation
 - Assessment of Current Conditions
 - Information on Employee Outreach
 - Information on the Job Assessment Tool (JAT)
 - Market Salary Survey
 - Benefits Survey
 - Salary Plan Considerations
 - Proposed Pay Plan for General Employees, Fire/EMS and Police
 - Implementation Cost Explanations and Options
 - Recommendations
 - Next Steps
 - Council had detailed discussion that included:
 - Discussion on Police Pay Plan
 - Discussion on implementing a Performance Based Pay
 - Council would like to revisit this Compensation Study in the next year.
 - Total Implementation Cost for Class Year Parity: \$3,356,017.30
 - ❖ Councilwoman Claiborne Linvill made a motion to approve the Class Year Parity Implementation and revisit the Compensation Study in one year. The motion was seconded by Chairman Chris Bowers and carried unanimously (6-0).

Council Action on Log No. 233 regarding Presentation from Evergreen Solutions regarding Compensation Study:

Councilwoman Claiborne Linvill made a motion to approve the Class Year Parity Implementation and revisit the Compensation Study in one year. The motion was seconded by Chairman Chris Bowers and carried unanimously (6-0).

Chairman Bowers stated no second is required as this comes as a recommendation from the Committee. He asked for all those in favor to signify by raising their hands. Motion carried unanimously (6-0).

b) Presentation/Discussion from Elected Officials

- There were no Elected Officials present at the meeting.

❖ No Action Taken by the Committee.

Council Action on Log No. 233 regarding Presentation/Discussion from Elected Officials:

No Action Taken by the Committee.

c) Presentation/Discussion on the Library Budget

- Stephanie Howard, the Library Director, and the Library Board of Directors were present to discuss the Library Budget with the Council. The Presentation included:
 - Review of Pickens County Library System Overview
 - Pickens County Library System Overview Library Staff
 - Improvements to Community Experience
 - Statistics and Trends
 - Library Board Action Items and Vision for the Future
 - Budget Request FY25
- Council and Staff had detailed discussion that included, but was not limited to:
 - Discussion on Library Board Plan and Procedures in the future
 - Discussion on Library Millage
 - Discussion on books at the Library
 - Discussion on State Aid Funding for Library
 - Discussion on Library Renovations
- After more discussion between Council, Councilwoman Claiborne Linvill moved to approve the Library Budget as presented. The motion was seconded by Councilman Henry Wilson. Discussion included:
 - Councilman Henry Wilson tabled the motion, stating he would like to table this vote until the Council and the Library Board know how much State Aid Funding the Library will be receiving. The motion was seconded by Councilman Chris Lollis.
 - Vice Chairman Roy Costner tabled the motion to include an estimate on the state aid amount. The motion was seconded by Chairman Chris Bowers.
 - After more discussion, Vice Chairman Roy Costner and Councilman Henry Wilson withdrew their motions.
 - Councilman Henry Wilson made an amended motion to approve the Library Budget as presented, which is \$4,216,886, which includes the estimated \$328,000 the Library will be receiving in State Aid Funding. The motion was seconded by Chairman Chris Bowers.
 - After much more discussion on the Library Budget, Councilman Henry Wilson moved to table his motion to revisit the Library Budget before the end-of-the-year budget discussion. The motion was seconded by Councilman Alex Saitta and carried unanimously (6-0).

Council Action on Log No. 233 regarding Presentation/Discussion on the Library Budget:

Councilwoman Claiborne Linvill moved to approve the Library Budget as presented. The motion was seconded by Councilman Henry Wilson. Discussion included:

- Councilman Henry Wilson tabled the motion, stating he would like to table this vote until the Council and the Library Board know how much State Aid Funding the Library will be receiving. The motion was seconded by Councilman Chris Lollis.
- Vice Chairman Roy Costner tabled the motion to include an estimate on the state aid amount. The motion was seconded by Chairman Chris Bowers.
 - After more discussion, Vice Chairman Roy Costner and Councilman Henry Wilson withdrew their motions.
- Councilman Henry Wilson made an amended motion to approve the Library Budget as presented, which is \$4,216,886, which includes the estimated \$328,000 the Library will be receiving in State Aid Funding. The motion was seconded by Chairman Chris Bowers.
 - After much more discussion on the Library Budget, Councilman Henry Wilson moved to table his motion to revisit the Library Budget before the end-of-the-year budget discussion. The motion was seconded by Councilman Alex Saitta and carried unanimously (6-0).

Chairman Bowers stated no second is required as this comes as a recommendation from the Committee. Councilwoman Claiborne Linvill made a motion to ensure this agenda item will be on the next Committee of the Whole meeting agenda. Motion was seconded by Councilman Alex Saitta and carried unanimously (6-0).

Seeing no other discussion, Chairman Bowers asked for all those in favor to signify by raising their hands. Motion carried unanimously (6-0).

ADJOURN:

Hearing no further Committee business, Chairman Chris Bowers called for a motion to adjourn. The motion was made by Councilman Henry Wilson, seconded by Councilwoman Claiborne Linvill, and carried unanimously (6-0). The meeting was adjourned at 9:28 p.m.

COUNCIL CORRESPONDENCE:

Chairman Chris Bowers announced the following:

- Non-Essential County Offices will be closed on Monday, July 4, 2024, in observance of the Independence Day Holiday.
- A Special-Called Meeting and Committee of the Whole meeting will take place on Monday, June 17, 2024, at 6pm in the Main Conference Room of the Administration Building.
- The next Council meeting will be held on Monday, July 8, 2024, at 6:30 p.m. in Council Chambers of the Administration Building.

Chairman Bowers called for other council correspondence.

Seeing no other correspondence, Chairman Bowers announced moving to Motion Period and New Business.

MOTION PERIOD AND NEW BUSINESS:

Chairman Chris Bowers opened the floor for motion period and new business.

Chairman Bowers made a motion to add Project Lyft to Executive Session. Motion was seconded by Vice Chairman Roy Costner and carried unanimously (6-0).

Councilman Chris Lollis made a motion to add Airport Hangers and Aircraft Discussion to the Consent Agenda. Motion was seconded by Vice Chairman Roy Costner and carried unanimously (6-0).

Seeing no discussion, Chairman Bowers closed the floor.

ORDINANCES FOR FIRST READING AND/OR RESOLUTIONS:

- CONSIDERATION OF AN INDUCEMENT RESOLUTION IDENTIFYING A PROJECT TO SATISFY THE REQUIREMENTS OF TITLE 12, CHAPTER 44 OF THE SOUTH CAROLINA CODE, SO AS TO ALLOW INVESTMENT EXPENDITURES INCURRED BY COMPANIES KNOWN TO THE COUNTY AS PROJECT HYDRO RE AND PROJECT HYDRO ME, THEIR SPONSOR AFFILIATES, AFFILIATES, AND RELATED ENTITIES TO QUALIFY AS EXPENDITURES ELIGIBLE FOR A FEE-IN-LIEU OF AD VALOREM TAXES ARRANGEMENT WITH PICKENS COUNTY, SOUTH CAROLINA; PROVIDING FOR ANY OTHER NECESSARY AGREEMENTS WITH THE COMPANY TO EFFECT THE INTENT OF THIS RESOLUTION; AND OTHER MATTERS RELATED THERETO.
 - **Councilman Alex Saitta made a motion to approve consideration of this Inducement Resolution. Motion was seconded by Councilwoman Claiborne Linvill and carried unanimously (6-0).**
- CONSIDERATION OF A RESOLUTION APPROVING AND CONSENTING TO THE AMENDMENT OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN PACESETTER INC. AND PICKENS COUNTY, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO.
 - **Councilman Henry Wilson made a motion to approve this Resolution. Motion was seconded by Councilman Alex Saitta and carried unanimously (6-0).**
- CONSIDERATION OF A RESOLUTION RECOGNIZING JUNE 2024 AS THE JOY OF FATHERHOOD MONTH IN PICKENS COUNTY.
 - **Chairman Chris Bowers made a motion to approve first reading in title only of this Ordinance. Motion was seconded by Councilman Chris Lollis and carried unanimously (6-0).**
- FIRST READING IN TITLE ONLY OF AN ORDINANCE NO. 642 TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH OCONEE COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SECTION 4- 1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH OCONEE COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO (PROJECT TURN).

- Vice Chairman Roy Costner made a motion to approve first reading in title only of this Ordinance. Motion was seconded by Councilwoman Claiborne Linvill and carried unanimously (6-0).

ORDINANCES FOR SECOND READING

- SECOND READING OF AN ORDINANCE NO. 643 AUTHORIZING (1) THE EXECUTION AND DELIVERY OF ONE OR MORE FEE IN LIEU OF TAX AND INCENTIVE AGREEMENTS BY AND BETWEEN PICKENS COUNTY AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT HYDRO, ACTING FOR ITSELF OR ONE OR MORE PROJECT SPONSORS, PURSUANT TO WHICH THE COUNTY WILL COVENANT TO ACCEPT CERTAIN NEGOTIATED PAYMENTS IN LIEU OF AD VALOREM TAXES WITH RESPECT TO CERTAIN FACILITIES WITHIN THE COUNTY; (2) THE APPROVAL OF CERTAIN REIMBURSEMENTS OF THE COSTS OF SUCH PROJECT; (3) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND (4) OTHER MATTERS RELATING THERETO.
 - Councilman Henry Wilson made a motion to approve second reading of this Ordinance. Motion was seconded by Vice Chairman Roy Costner and carried unanimously (6-0).

ORDINANCES FOR THIRD READING

- PUBLIC HEARING OF AN ORDINANCE NO. 640 TO PROVIDE FOR ADOPTION OF A BUDGET AMENDMENT CONTAINING ESTIMATES OF REVENUE AND EXPENDITURE CHANGES FOR PICKENS COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.
 - Chairman Bowers gavelled into Public Hearing and asked if anyone would like to address Council regarding this Ordinance.
Seeing no public speakers, the Chairman declared Public Hearing closed.
- PUBLIC HEARING OF AN ORDINANCE NO. 641 TO PROVIDE FOR THE LEVY OF TAXES IN PICKENS COUNTY FOR ORDINARY COUNTY PURPOSES FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025, AND TO DIRECT EXPENDITURE THEREOF.
 - Chairman Bowers gavelled into Public Hearing and asked if anyone would like to address Council regarding this Ordinance.
 - The following speakers addressed Council:
 1. Paulie Keller
 2. Alex Currin
 3. Nora Costeller

OTHER REQUEST AGENDA ITEMS

None

CONSENT AGENDA

- Airport Hangers and Tax Rate Update – *Committee of the Whole*
- Library to be on the Agenda at the next Committee of the Whole

Chairman Chris Bowers asked for a motion to approve the consent agenda. A motion was made by Councilman Alex Saitta, seconded by Councilman Chris Lollis, and carried unanimously (6-0).

EXECUTIVE SESSION: S.C. Code of Laws, Section 30-4-70 (a):

Chairman Chris Bowers called for a motion to convene into Executive Session as defined by S.C. Code of Laws, Section 30-4-70 (a). Chairman Bowers further stated that each issue would be discussed as the Law provides.

- Personnel – Section 30-4-70 (a)(2)
 - Employee Performance Review
- Boards and Commissions – Section 30-4-70 (a)(2)
 - WORKLINK Board Appointment
- Contractual Matter – Section 30-4-70 (a)(1)
 - Project Lyft Update (*added during Motion Period and New Business*)
- Motion was made by Councilman Chris Lollis, and seconded by Vice Chairman Roy Costner. The motion was carried unanimously (6-0), to convene in executive session for the stated purposes after a five-minute recess.

ACTION AS NEEDED VIA EXECUTIVE SESSION ITEMS:

Chairman Chris Bowers called the Public Session back to Order and advised the following:

- Personnel – Section 30-4-70 (a)(2)
 - Employee Performance Review – **No Action Taken**
- Boards and Commissions – Section 30-4-70 (a)(2)
 - WORKLINK Board Appointment – **Councilwoman Claiborne Linvill made a motion to appoint Ashley Teal to serve on the WorkLink Board. Motion was seconded by Councilman Henry Wilson and carried unanimously (6-0).**
- Contractual Matter – Section 30-4-70 (a)(1)
 - Project Lyft Update (*added during Motion Period and New Business*) – **Vice Chairman Roy Costner made a motion to constitute first reading in title only of Project Lyft. Motion was seconded by Councilman Henry Wilson and carried unanimously (6-0).**

ADJOURN:

Hearing no further Council business, Councilman Henry Wilson made a motion to adjourn. The motion was seconded by Vice Chairman Roy Costner and carried unanimously (6-0). Pickens County Council stood adjourned at 8:02 p.m.

Respectively Submitted:

Approved:

Meagan Nations, Clerk to Council

Chris Bowers, Chairman of County Council

DRAFT

Special-Called Pickens County Council Meeting

June 17, 2024

8:04 PM

County Council met in special-called session, in the Main Conference Room of the County Administration Facility, with Chairman Chris Bowers presiding. Final agendas, bearing date, time, and location of meeting were mailed to members of council and local news media on June 12, 2024.

Council Members in Attendance:

Chris Bowers, Chairman
Roy Costner, Vice Chairman
Alex Saitta, Vice Chairman Pro-Tem
Chris Lollis
C. Claiborne Linvill
Henry Wilson

Staff in Attendance:

Ken Roper, County Administrator
Les Hendricks, Contract Attorney
Meagan Nations, Clerk to Council

WELCOME AND CALL TO ORDER:

Chairman Chris Bowers called the meeting of June 17, 2024, to order and welcomed those in attendance.

COMMITTEE REPORT

The Committee of the Whole met in the Main Conference Room, at the Pickens County Administration Facility, on Monday, June 17, 2024. Councilman Chris Lollis led the Invocation and Pledge of Allegiance.

WELCOME AND CALL TO ORDER:

Chairman Chris Bowers called the Committee of the Whole meeting to order.

COMMITTEE OF THE WHOLE:

The Committee of the Whole met in the Main Conference Room, at the Pickens County Administration Facility, on Monday, June 17, 2024. Councilman Chris Lollis led the Invocation and Pledge of Allegiance.

WELCOME AND CALL TO ORDER:

Chairman Chris Bowers called the Committee of the Whole meeting to order.

Pickens County Airport Hangers & Tax Rate on Aircraft – Log No. 236

Carlos Salinas, Airport Director, briefed Council on the Airport Operations. He presented a presentation that included:

- Pickens County Airport Updates in general
- Pickens County Airport Hangar Policy
- Pickens County Airport future plans for Hangars
- Tax Rate Information

❖ No Action Taken by the Committee.

FY24-25 Budget Work Session – Log No. 233

a) Discussion on Library Board Budget

A few members of the Library Board were present to present their updated Budget to Council. The Library Board and Council had detailed discussion on the Library Budget.

- Councilman Chris Lollis made a motion to take the Library off millage and put them back in the general budget. The motion was seconded by Councilman Alex Saitta. Discussion included:
 - Library savings and revenue/expenses
 - Library Staff vacancies
- After much more discussion, the motion failed (2-4), with Chairman Chris Bowers, Vice Chairman Roy Costner, Councilman Henry Wilson and Councilwoman Claiborne Linvill opposed.
- Councilman Henry Wilson made a motion to fund the Library with the same budget amount as last year's budget, plus 3% and with the compensation study raises. Motion was seconded by Vice Chairman Chris Bowers. Discussion included:
 - Discussion on 3% total increase in Library Budget, not including State Aid that the Library will also be receiving
- The motion carried (4-2), with Councilman Alex Saitta and Councilman Chris Lollis opposed.

Council Action on Log No. 233 (a): Councilman Henry Wilson made a motion to fund the Library with the same budget amount as last year's budget, plus 3% and with the compensation study raises. Motion was seconded by Vice Chairman Chris Bowers. Motion carried (4-2), with Councilman Alex Saitta and Councilman Chris Lollis opposed.

Chairman Bowers stated this is a recommendation from the Committee and no second is required. He asked for all those in favor to please signify by raising their hands. Motion carried (4-2), with Councilman Alex Saitta and Councilman Chris Lollis opposed.

b) Consideration of a Resolution of Intent to Participate in the South Carolina Counties Property and Liability Trust

- Mr. Roper briefed Council on this Resolution regarding the South Carolina Association of Counties offering Property and Liability Trust to Counties and will be more tuned on what we need as a County.
- Councilman Chris Lollis made a motion to approve this Resolution. Motion was seconded by Chairman Chris Bowers and carried unanimously (6-0).

Council Action on Log No. 233 (b): Councilman Chris Lollis made a motion to approve this Resolution. Motion was seconded by Chairman Chris Bowers and carried unanimously (6-0).

Chairman Bowers stated this is a recommendation from the Committee and no second is required. He asked for all those in favor to please signify by raising their hands. Motion carried unanimously (6-0).

c) Consideration of a Resolution of Intent to Participate in the South Carolina Counties Workers Compensation Risk Financing and Risk Sharing Trust

- Mr. Roper briefed Council on this Resolution regarding the South Carolina Association of Counties offering Workers Compensation Risk Financing and Risk Sharing Trust.
- Councilman Chris Lollis made a motion to approve this Resolution. Motion was seconded by Chairman Chris Bowers and carried unanimously (6-0).

Council Action on Log No. 233 (c): Councilman Chris Lollis made a motion to approve this Resolution. Motion was seconded by Chairman Chris Bowers and carried unanimously (6-0).

Chairman Bowers stated this is a recommendation from the Committee and no second is required. He asked for all those in favor to please signify by raising their hands. Motion carried unanimously (6-0).

ADJOURN:

Hearing no further Committee business, Chairman Chris Bowers called for a motion to adjourn. The motion was made by Councilman Henry Wilson, seconded by Councilwoman Claiborne Linvill, and carried unanimously (6-0). The meeting was adjourned at 8:00 p.m.

THIRD READING OF AN ORDINANCE NO. 640 TO PROVIDE FOR ADOPTION OF A BUDGET AMENDMENT CONTAINING ESTIMATES OF REVENUE AND EXPENDITURE CHANGES FOR PICKENS COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024.

Chairman Chris Bowers asked for a motion to constitute third reading of this Ordinance. Motion was made by Vice Chairman Roy Costner, seconded by Councilwoman Claiborne Linvill. Seeing no discussion, the motion carried (6-0).

THIRD READING OF AN ORDINANCE NO. 641 TO PROVIDE FOR THE LEVY OF TAXES IN PICKENS COUNTY FOR ORDINARY COUNTY PURPOSES FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025, AND TO DIRECT EXPENDITURE THEREOF.

Chairman Chris Bowers asked for a motion to constitute third reading of this Ordinance. Motion was made by Councilman Alex Saitta, seconded by Councilwoman Claiborne Linvill. Discussion included:

- Chairman Chris Bowers made a motion to amend the budget to include the additional \$64,800 for Tri-County Technical College as previously discussed at the last Budget Work Session. Motion was seconded by Councilwoman Claiborne Linvill and carried unanimously (6-0).
- Other discussion included:
 - Recreation Funding amounts distributed amongst each District
 - Future for Recreation Funding
 - Future discussion on Non-Profits funding
- Councilman Henry Wilson made a motion to amend the budget to include a one mill, starting this year, for types of Recreational Activities that Council have discussed. Motion was seconded by Vice Chairman Roy Costner.
 - Councilman Henry Wilson retracted his motion.
- Vice Chairman Roy Costner made a motion to table this discussion to the next Committee of the Whole meeting. Motion was seconded by Councilwoman Claiborne Linvill and carried unanimously (6-0).

Seeing no other discussion, the motion to constitute third reading carried unanimously (6-0).

ADJOURN:

Hearing no further Council business, Chairman Bowers asked for a motion to adjourn The motion was made by Councilwoman Claiborne Linvill, seconded by Councilman Chris Lollis, and carried unanimously (6-0). Pickens County Council stood adjourned at 8:35 p.m.

Respectively Submitted:

Approved:

Meagan Nations, Clerk to Council

Chris Bowers, Chairman of County Council

DRAFT

Special-Called Pickens County Council Meeting

June 24, 2024

10:16 a.m.

County Council met in special-called session, at Alliance Pickens, with Chairman Chris Bowers presiding. Final agendas, bearing date, time, and location of meeting were mailed to members of council and local news media on June 20, 2024.

Council Members in Attendance:

Chris Bowers, Chairman
Roy Costner, Vice Chairman
Alex Saitta, Vice Chairman Pro-Tem
Chris Lollis
C. Claiborne Linvill
Henry Wilson (absent)

Staff in Attendance:

Les Hendricks, Contract Attorney
Meagan Nations, Clerk to Council
Ken Roper, County Administrator (absent)

WELCOME AND CALL TO ORDER:

Chairman Chris Bowers called the meeting of June 24, 2024 to order and welcomed those in attendance. Councilman Chris Lollis led the Invocation and the Pledge of Allegiance.

PUBLIC HEARING AND THIRD READING OF AN ORDINANCE NO. 643 AUTHORIZING (1) THE EXECUTION AND DELIVERY OF ONE OR MORE FEE IN LIEU OF TAX AND INCENTIVE AGREEMENTS BY AND BETWEEN PICKENS COUNTY AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT HYDRO, ACTING FOR ITSELF OR ONE OR MORE PROJECT SPONSORS, PURSUANT TO WHICH THE COUNTY WILL COVENANT TO ACCEPT CERTAIN NEGOTIATED PAYMENTS IN LIEU OF AD VALOREM TAXES WITH RESPECT TO CERTAIN FACILITIES WITHIN THE COUNTY; (2) THE APPROVAL OF CERTAIN REIMBURSEMENTS OF THE COSTS OF SUCH PROJECT; (3) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND (4) OTHER MATTERS RELATING THERETO.

Chairman Chris Bowers gavelled into Public Hearing and asked if anyone would like to speak regarding this Ordinance.

Hearing no speakers, the Chairman closed the floor.

Chairman Bowers asked for a motion to constitute third reading of this Ordinance.

- Motion was made by Vice Chairman Roy Costner and seconded by Councilman Chris Lollis.
 - Vice Chairman Roy Costner amended the motion to change Project Hydro to the company name, Elringklinger. Motion was seconded by Councilman Alex Saitta and carried unanimously (5-0).
 - Seeing no discussion, the motion carried unanimously (5-0).

ADJOURN:

Hearing no further Council business, Council adjourned the meeting. Motion was made by Vice Chairman Roy Costner, seconded by Councilwoman Claiborne Linvill and carried unanimously (5-0). Pickens County Council stood adjourned at 10:18 a.m.

Respectively Submitted:

Approved:

Meagan Nations, Clerk to Council

Chris Bowers, Chairman of County Council

DRAFT

No. 5:

COMMITTEE REPORTS

COMMITTEE OF COUNCIL AS A WHOLE REPORT

Council Members:

Chris Bowers, Chairman
Roy Costner, Vice Chairman
C. Claiborne Linvill
Chris Lollis
Alex Saitta
Henry Wilson

Staff in Attendance:

Ken Roper, County Administrator
Meagan Nations, Clerk to Council
Les Hendricks, Attorney

The Committee of the Whole met in the Main Conference Room, at the Pickens County Administration Facility, on Monday, June 17, 2024. Councilman Chris Lollis led the Invocation and Pledge of Allegiance.

WELCOME AND CALL TO ORDER:

Chairman Chris Bowers called the Committee of the Whole meeting to order.

COMMITTEE OF THE WHOLE:

Pickens County Airport Hangers & Tax Rate on Aircraft – Log No. 236

Carlos Salinas, Airport Director, briefed Council on the Airport Operations. He presented a presentation that included:

- Pickens County Airport Updates in general
- Pickens County Airport Hangar Policy
- Pickens County Airport future plans for Hangars
- Tax Rate Information

❖ **No Action Taken by the Committee.**

FY24-25 Budget Work Session – Log No. 233

a) Discussion on Library Board Budget

A few members of the Library Board were present to present their updated Budget to Council. The Library Board and Council had detailed discussion on the Library Budget.

- Councilman Chris Lollis made a motion to take the Library off millage and put them back in the general budget. The motion was seconded by Councilman Alex Saitta. Discussion included:
 - Library savings and revenue/expenses
 - Library Staff vacancies
- After much more discussion, the motion failed (2-4), with Chairman Chris Bowers, Vice Chairman Roy Costner, Councilman Henry Wilson and Councilwoman Claiborne Linvill opposed.

COMMITTEE OF COUNCIL AS A WHOLE REPORT

- Councilman Henry Wilson made a motion to fund the Library with the same budget amount as last year's budget, plus 3% and with the compensation study raises. Motion was seconded by Vice Chairman Chris Bowers. Discussion included:
 - Discussion on 3% total increase in Library Budget, not including State Aid that the Library will also be receiving
- The motion carried (4-2), with Councilman Alex Saitta and Councilman Chris Lollis opposed.

b) Consideration of a Resolution of Intent to Participate in the South Carolina Counties Property and Liability Trust

- Mr. Roper briefed Council on this Resolution regarding the South Carolina Association of Counties offering Property and Liability Trust to Counties and will be more tuned on what we need as a County.
- Councilman Chris Lollis made a motion to approve this Resolution. Motion was seconded by Chairman Chris Bowers and carried unanimously (6-0).

c) Consideration of a Resolution of Intent to Participate in the South Carolina Counties Workers Compensation Risk Financing and Risk Sharing Trust

- Mr. Roper briefed Council on this Resolution regarding the South Carolina Association of Counties offering Workers Compensation Risk Financing and Risk Sharing Trust.
- Councilman Chris Lollis made a motion to approve this Resolution. Motion was seconded by Chairman Chris Bowers and carried unanimously (6-0).

ADJOURN:

Hearing no further Committee business, Chairman Chris Bowers called for a motion to adjourn. The motion was made by Councilman Henry Wilson, seconded by Councilwoman Claiborne Linvill, and carried unanimously (6-0). The meeting was adjourned at 8:00 p.m.

No. 8:

ORDINANCES FOR FIRST READING AND/OR RESOLUTIONS:



June 21, 2024

Mr. Rodney L. Robinson
County Staff Engineer
Pickens County Roads and Bridges
186 County Farm Road
Pickens, SC 29671

Re: **DRAFT S. Catherine Street Sidewalk Study**

Dear Mr. Robertson:

HDR Engineering, Inc. of the Carolinas (HDR) appreciates this opportunity to provide Pickens County with a proposal to provide planning services associated with a sidewalk study for S. Catherine Street comprising of the scope of services, deliverables and schedule outlined below. HDR will collect and review existing conditions data, develop a list of recommendations for the study area, and provide planning level cost estimates to Pickens County.

The Scope of Services is outlined below:

PURPOSE

Pickens County is exploring extending a sidewalk along S. Catherine Street to provide connections to community and regional resources from the Pickens County Detention Center to downtown City of Pickens. The study involves conducting an analysis to evaluate safety, analyze connectivity opportunities, and to prepare recommendations. For this proposal, HDR, Engineering, Inc. of the Carolinas will be referred to as the **CONSULTANT**, and the S. Catherine Street Sidewalk Study will be referred to as the **PROJECT**. Pickens County, SC will be referred to as the **COUNTY**.

1. PROJECT MANAGEMENT

1.1. ACCOUNTING AND MANAGEMENT

Monthly invoicing will be prepared by the **CONSULTANT** and submitted to the **COUNTY** with the amount determined based on the percentage of each task completed. A final invoice will be provided to the **COUNTY** within 60 days from final acceptance of work.

1.2. PROGRESS MEETINGS

Progress Meetings will be held throughout the life of the study. It is anticipated monthly progress meetings (expected 30 minutes) will be held virtually for a total of no more than 8 meetings. The **CONSULTANT** will lead these meetings.

2. EXISTING CONDITIONS

2.1. DATA COLLECTION AND ANALYSIS

This Project provides for the collection, compilation, review, and documentation of existing information that will be used in the development and assessment of pedestrian connectivity options.

The **CONSULTANT** will collect, review, and analyze the data necessary to conduct this **PROJECT**. Upon receiving notice-to-proceed, the **CONSULTANT** will provide a list of data needs to be provided by the County as available, which will include a wide variety of data items across all modes of travel as well as other supporting data (e.g. land-use and development proposals) covering crash data with latitude/longitude information, geometric data, multimodal data, database lists to include GIS shapefiles, planned capital improvement projects/budgets, and any other asset condition or inventory data related to existing communications and infrastructure. The Project Team, anticipated to include the County Administrator, County Grant Manager, Staff Engineer, and HDR, will help facilitate the gathering of this data. This could include providing the data directly or providing the necessary contact information. Publicly available data may be obtained directly by the **CONSULTANT**, though locally updated or modified versions of publicly available data will be requested from the agencies. This scope anticipates that the majority of the data requested will be readily available from the County or other agencies, in electronic formats. The **CONSULTANT** will consider key opportunities and constraints related to existing and future conditions.

The **CONSULTANT** will collect 48-hour Average Daily Traffic (ADT) data at one location along S. Catherine Street on a typical weekday during the school year. The ADT count will include volume, direction of travel, vehicle classification, pedestrian counts, and vehicle travel speeds.

2.2. SAFETY AND SPEED ASSESSMENT

The **CONSULTANT** will review the crash history for the most recently available three (3) years, summarize the identified crash patterns and elevated crash locations, and identify safety improvement strategies. The identification of potential safety improvements will also include analyzing driveways and pedestrian issues that should be considered in the development of the concept plans, including studying or identifying opportunities for up to two midblock crossing locations. Corridor speed data will be collected and evaluated by the **CONSULTANT**.

The crash analysis will consist of a review of crash reports for the study area and an evaluation of any observed trends or other relevant observations that will aid in recommendations development. The **CONSULTANT** will obtain, with the assistance of the

COUNTY, the most recent three (3) years of crash data (excluding year 2020) from SCDOT and/or local law enforcement.

The safety assessment will include a planning level multi-modal evaluation of the existing transportation system surrounding S. Catherine Street. This assessment is expected to cover mobility, safety, connectivity, and existing gaps connectivity between modes. This multi-modal evaluation is dependent upon the extent of data available.

2.3. MAPPING

The **CONSULTANT** will develop maps needed to screen and evaluate the study area. All existing conditions and maps are subject to availability of data either from the **COUNTY** or other sources. This task does not include collecting original data, traffic/user counts, or performing new inventories.

2.4. GOALS, VISION, AND POTENTIAL DESIGN STRATEGIES

The **CONSULTANT** will define the unique context, vision and goals based on Tasks 2.1 – 2.3 as well as discussion with **COUNTY** staff. These will help identify potential design strategies, example projects, and best practices for corridor improvements.

***Deliverables:** Analysis Mapping and Summarization Documentation*

3. ALTERNATIVES ASSESSMENT & PRELIMINARY ALIGNMENT

This section describes the process of developing and evaluating alternatives based on engineering, environmental, public and agencies input, as well as other factors.

3.1. CRITICAL/TYPICAL SECTIONS AND INTERSECTION ALTERNATIVES

Up to two (2) existing typical sections and up to two (2) proposed Sketchup critical / typical sections will be developed based on the analysis, vision and goals defined in Task 2.

3.2. PLANNING LEVEL OPINION OF PROBABLE COSTS

The **CONSULTANT** will develop planning level costs for up to two alternatives developed. The cost will be comprised of design, right-of-way and construction costs only. Given the planning level detail of the alternatives, costs will be developed based upon conceptual designs and implementation of items. The cost for right-of-way needs will be based upon estimated right-of-way needs and average property value in the area (individual parcel-level right-of-way costs and business damages and relocations are not included). Planning level costs are intended for providing a relative comparison between alternatives.

3.3. ALTERNATIVES EVALUATION

After developing the alternatives, the **CONSULTANT** will prepare a matrix comparing the quantitative and qualitative benefits, impacts, and costs of the alternatives.

3.4. ALTERNATIVES ASSESSMENT DOCUMENTATION

The **CONSULTANT** will prepare and submit the Alternatives Assessment. This memo will include a preliminary recommendation based on the input from the project visioning team.

***Deliverables:** Alternatives Assessment Memo*

3.5. PRELIMINARY ALIGNMENT

Once the existing conditions analysis, development of recommendations, and alternative assessment is complete, HDR will complete a roll plot using County provided aerial photography as the base map for the preliminary alignment for the recommended alternative.

3.6. FINAL DOCUMENTATION

The **CONSULTANT** will compile a draft final report and a final report inclusive of previous tasks.

***Deliverables:** Final Documentation*

SCHEDULE

This study has an estimated duration of six (6) months from Notice to Proceed (NTP) for completion of the project.

FEE

HDR proposes to perform the tasks described in this proposal as outlined below:

Task 1 Project Management	\$4,900
Task 2 Existing Conditions	\$11,400
Task 3 Alternatives Assessment & Preliminary Alignment	\$14,600

Total = \$30,900

Once again, HDR appreciates this opportunity to provide assistance to the Pickens County. We look forward to working with you on this project. Please call 864-631-0483 with any questions or comments you may have.

Sincerely,
HDR ENGINEERING, INC. OF THE CAROLINAS

Brennan Groel, AICP
Project Manager

Jennifer Mustar, P.E. DBIA
South Carolina Area Manager

PREPARED BY: Karol P. Mack, Deputy General Counsel, Duke Energy Corporation

Site: 007420
Land Unit: 0050615
Project No: 007420-458778

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

**PUBLIC ACCESS AREA
LEASE AGREEMENT WITH
PICKENS COUNTY, SOUTH CAROLINA**

**CERTAIN PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO BINDING
ARBITRATION PURSUANT TO S. C. CODE §15-48-10 ET SEQ.,
AS AMENDED FROM TIME TO TIME.**

Mile Creek Park Access Area

Lake Keowee, FERC Project Number 2503

THIS LEASE (this "Lease") is made and entered into by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company (the "Lessor"), and **PICKENS COUNTY, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (the "Lessee"); (Lessor and Lessee may also be referred to singularly as "Party" and collectively as "Parties");

W I T N E S S E T H:

WHEREAS, Lessor holds a license (the "License") from the Federal Energy Regulatory Commission ("FERC") to operate the Keowee-Toxaway Hydroelectric Project, FERC Project No. 2503 (the "Project"), which impounds the waters of the Keowee River, Toxaway River, and Little ~~Rivers~~River in Transylvania County, North Carolina and Pickens and Oconee Counties, South Carolina, including Lake Jocassee and Lake Keowee, and which Project is subject to regulatory oversight by the FERC; and

WHEREAS, Lessor owns that certain property described herein lying within and adjoining the bed of Lake Keowee (the "Lake") in Pickens County, South Carolina, which is part of the Project; and

WHEREAS, Lessee desires to lease a portion of said Project (the "Leased Premises") from Lessor for the purpose of developing, constructing, operating and maintaining thereon a public park and/or public recreational area (the "Park") as depicted in detail on the plan attached hereto as **Exhibit B** and incorporated herein by reference (the "Site Plan"); and

WHEREAS, the Leased Premises, which contains 129.94 ± acres and adjoins the Lake, is more particularly shown on that certain plat of survey entitled “Keowee-Toxaway Project, Keowee Development, Exhibit A, Mile Creek Access Area” attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, Lessor desires to accommodate Lessee’s construction, operation and maintenance of the Park provided such use does not interfere with Lessor’s ability to operate and maintain the Project in accordance with its operating license, other FERC requirements, and its business operations; and

WHEREAS, Article 409 of the License for the Project grants Lessor (as the licensee of the Project) the authority to grant permission for certain types of use and occupancy of Project lands and waters and to convey certain interests in Project lands and waters for certain types of use and occupancy as long as the proposed use and occupancy is consistent with the purposes of protecting and enhancing the scenic, recreational and environmental values of the Project.

NOW, THEREFORE, the Lessor, for and in consideration of the covenants and agreements hereinafter expressed to be kept and performed by Lessee, hereby leases to Lessee and Lessee hereby leases from Lessor, subject to the exceptions and reservations and upon the terms and conditions and for the purposes in this instrument set out, the Leased Premises.

1) **Term**: The term of this Lease (the “Term”) shall begin on the ____ day of _____, 2024 (the “Effective Date”), and shall expire at the end of the term of the License granted to ~~Grantor~~**Lessor** by the FERC effective September 1, ~~2106~~**2016** (including any extension periods of the License as may be granted by the FERC through annual licenses or otherwise, but not including the next new or subsequent license the FERC may issue after the expiration of the License), unless terminated sooner pursuant to Paragraphs 28, 29 or 31 of this Lease. Lessor may terminate this Lease at any time if directed to do so by the FERC or its successor agency having jurisdiction over hydroelectric reservoirs that are subject to the Federal Power Act or, if necessary, to comply with FERC requirements.

2) **Warranties**: In order to induce Lessor to enter into this Lease, Lessee warrants and represents that it has authority to enter into this Lease under or by Resolution 24-_____ by the Pickens County Council. Lessor represents that it has full and lawful authority to enter into this Lease for lands dedicated to public use by terms of the License for the Project issued by the FERC pursuant to the Federal Power Act.

- a) Disclaimer of Warranties of Condition: Lessee accepts the Leased Premises “AS IS.” Lessor makes no warranties or representations as to the conditions of the Leased Premises or any improvements thereon, whether open and obvious or concealed. Lessor makes no representation or warranty, express or implied, and will bear no responsibility as to the existing or future water quality or quantity in Lake Keowee or its tributaries, or the sufficiency or suitability of the Leased Premises for use as a public park and/or public recreation area.
- b) Assignment of Contractor and Vendor Warranties: Lessor agrees, upon request by Lessee, to assign Lessee its rights under all assignable contractor or vendor warranties relating in any way to any building, fixture or other improvement located on the Leased Premises, as permitted by the terms and conditions of contractor or vendor warranties.

3) Rent and/or Other Consideration: The consideration flowing to Lessor for this Lease is the Lessee’s assumption of Lessor’s responsibility for construction, maintenance and operation of present and future public recreational facilities permitted under the terms of the License. [PLEASE PROVIDE A COPY OF THE LICENSE FOR OUR REVIEW] Failure by Lessee to maintain and operate the permitted facilities and the Leased Premises to the standards reasonably required by the FERC shall constitute an Event of Default pursuant to the terms of this Paragraph 28(a)(i) herein. Should the FERC require additional public recreational facilities within the Leased Premises, Lessor and Lessee shall hold a meeting to discuss the requirement. The procedures set forth in Paragraph 6, Site Plan, shall be followed.

4) Permitted Uses: The Leased Premises may be used by Lessee for the construction, development, maintenance and operation of the Park and for no other purpose unless it is a compatible use, such as the provision of public recreation-related goods and services. The Park may include, but shall not be limited to, the following areas:

- a) Public Park or Recreational Areas –
- i) Areas that contain recreational facilities, such as picnic tables, picnic pavilions, swimming beaches, bath houses, restrooms, campgrounds, concessions, waste pump out facilities, challenge courses, maintenance and related structures or facilities that directly support park operations and maintenance, and other related facilities or amenities; and

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Commented [A1]: A copy of the License is being provided. Please note that the License includes the 2016 FERC order and all amendments made since issuance and going forward. It is a public document. You can stay informed of all changes by registering to receive notifications via FERC’s elibrary.

- ii) Recreation uses such as picnicking, tent camping, hiking, wildlife viewing, boating, fishing, swimming, and other related outdoor activities.
- b) Access and/or Trail Areas – areas that enable water access via boat launches or piers, or land access via pedestrian, bike or horse trails.
- c) Nature Preserve/Research Areas – areas that provide land for and promote the development of cooperative partnerships to enable preservation activities, conservation easements and/or research.

5) **Public Use of Facilities:** Use of any and all public park and/or public recreational facilities within the Park, including such public service/convenience facilities as restrooms, water faucets, public communications equipment and trash receptacles, shall be open for use by all members of the public during the times, and for the applicable fees, stipulated in **Exhibit B**. Lessee shall allow public boat launching at the required public boating access areas free of charge, except in cases where fees have been agreed upon in writing with Lessor.

6) **Site Plan:** Lessor hereby approves the Site Plan. Lessee shall develop and construct the Park in a manner that is consistent with the Site Plan. Any material changes to the Site Plan shall require prior written approval of the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Additions to, modifications or removal of any facilities within the Park shall require the submittal to Lessor of detailed plans, including but not limited to, construction plans and elevation drawings. Major additions, modifications or removal may require review by other entities and may require FERC approval pursuant to Article 409 of the License and the FERC-approved Keowee-Toxaway Recreation Management Plan.

If, as part of this Lease, Lessor approves construction of new facilities ~~[ARE WE TALKING ABOUT FACILITIES NOT ON THE SITE PLAN NOW?]~~, such facilities must be constructed within the timelines ~~[NOT PRESENT]~~ set out in the Site Plan. ~~[DISCUSS – AS OF EXECUTION DATE, NO NEED FOR NEW FACILITIES]~~. A one (1) year or other appropriate time extension may be considered if the Lessee files a written request with Lessor at least 60 days prior to the construction deadline for any specific facility or facilities, setting forth the reasons why the facility or facilities will not be completed within the allotted timeframe. If an extension of time to complete construction of the facilities is granted by Lessor, additional requirements may be required of Lessee to meet revised regulations or shoreline development guidelines. Notwithstanding the foregoing, all such time periods shall be extended on a day ~~for day basis~~

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~~as a result of any matters of force majeure, for day basis as a result of any matters of force majeure. For purposes of this Lease, force majeure matters shall include but not be limited to, natural disasters, labor or civil disruption, acts of terrorism, the inability to secure any legal authorization from another entity (e.g., a permit or license) where such legal authorization is a prerequisite or requirement for complying with this Lease, or breakdown of failure of the Project works, provided such causes are beyond the reasonable control of the delayed or defaulting Party.~~

Should FERC require additional recreational facilities to be located on the Leased Premises after the Park is completed, Lessor will contact Lessee and arrange a meeting to discuss the required additional recreational facilities. At the meeting the specifics of what facilities must be added, where the facilities can be added, the estimated cost for adding the facilities, and the timing of adding additional facilities shall be determined. Lessor and Lessee will then evaluate their available resources to determine how and when the required additional recreational facilities will be constructed, and if those resources will be in dollars, 'in-kind' services or a combination thereof. A revised Site Plan will be developed based on the results of the meeting. Once Lessor and Lessee are in agreement with the revised Site Plan, at Lessor's option, Lessor and Lessee shall enter into an amended and restated lease or an amendment to this Lease.

7) User Fees and Hours of Operation: Lessee agrees that Lessor's employees, third-party contractor employees of Lessor, Pickens County-~~or~~, state or federal law enforcement officials, Pickens County, state or ~~state~~federal environmental and public health officials, and Pickens County-~~or~~, state or federal emergency response personnel operating in their official capacity will be exempt from user fees. Any proposed changes in the schedule of fees or hours of operation by the Lessee must be submitted in writing to the Lessor at least sixty (60) days prior to proposed implementation, and must be approved in writing by Lessor prior to implementation, which approval shall not be unreasonably withheld, conditioned or delayed. Contracts or leases between Lessee and third parties regarding the sale of goods or services on the Leased Premises must be submitted to Lessor at least sixty (60) days prior to proposed implementation; and must not be executed until Lessee receives written approval from the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee agrees that user fees as well as any proceeds it collects from third-party contracts or leases associated with the Leased Premises will be used exclusively to:

- a) offset Lessee's costs of operation, maintenance, and capital improvements of the Park or other public recreational facilities for which Lessee is responsible that are also

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within or adjoining the Project, ~~or are within or adjoining a free flowing section of the Keowee-Toxaway Project~~ or

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- b) offset Lessee's cost of improving its own public recreational department in specific areas that benefit public recreational users of the Project ~~or the aforementioned free flowing section of the Keowee-Toxaway Project, or.~~

Lessee agrees to submit an annual operational report ~~[COVERS WHAT? IS THIS A NEW REQUIREMENT?]~~ to assist Lessor in its reporting on shoreline activities and planning efforts to the ~~FERC~~.

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8) Joint Annual Inspection: Lessor and Lessee will perform a joint annual physical inspection of the Leased Premises and Park each year during the Term to ensure that the Leased Premises and Park are being maintained in a safe manner and to a level mutually acceptable to Lessor and Lessee.

9) Entry by Lessor: Lessor, its agents and representatives, at all reasonable times may enter the Leased Premises to examine same, and any such entry by or on behalf of Lessor shall not be or constitute an eviction, partial eviction or deprivation of any right of Lessee and shall not alter the obligations of the Lessee hereunder or create any right in Lessee adverse to the interest of the Lessor. In the event that Lessee is temporarily unable to operate the recreation facilities for a period in excess of 10 days, Lessor shall after expiration of such period and delivery of written notice to Lessee, have the right to enter the Leased Premises and operate the recreation facilities until such time as Lessee is able to resume operation. Any such entry by or on behalf of Lessor for temporary operation shall not be or constitute an eviction, partial eviction or deprivation of any right of Lessee and shall not alter the obligations of the Lessee hereunder or create any right in Lessee adverse to the interest of the Lessor.

10) Maintenance: Lessee recognizes it has the continuing responsibility to ensure the constructed and placed facilities are maintained in good repair, including, but not limited to, maintenance of those facilities in the Site Plan and proper erosion control within the Leased Premises and along the shoreline, and agrees to take all reasonable steps necessary to meet this responsibility. Lessee is to maintain all structures and improvements within the Leased Premises in a sound condition and in neat appearance and pay all costs for said maintenance. In the event Lessee fails to properly maintain all buildings and improvements or Lessee fails to obtain budgetary appropriations for the maintenance of the Leased Premises, then Lessor may, upon not less than thirty (30) days prior written notice to Lessee (the "Maintenance Default Letter"), terminate this Lease and retake possession of the Leased Premises, as set

forth in Paragraphs 28 and 29 in the event that Lessee does not remedy the issues set forth in the Maintenance Default Letter within the thirty (30) day period described above (which date shall be subject to a day-for-day extension for matters of force majeure).

11) Signage: Lessor will provide to Lessee all information required for signage at the entrance to boat access ramps or other signage as required by the License. Lessee shall erect the signs within 30 days of receipt of said information and maintain the signs during the term of this Lease.

12) Improvements: Lessee shall have the right at its own expense to make additions or modifications to those facilities and improvements existing upon the Leased Premises at the commencement of the Lease term. However, Lessee shall submit to Lessor for Lessor's review detailed plans, including but not limited to construction plans and elevation drawings of all proposed material alterations or improvements and receive the written approval of Lessor prior to initiating work on proposed alterations or improvements, which approval shall not be unreasonably withheld, conditioned or delayed. Dependent on the scope and substance of the proposed alterations or improvements, modification of the Site Plan may be required. Additionally, certain substantive changes may require the approval of applicable local, state and federal agencies prior to submittal of the request to Lessor and in certain situations the Lessor will need to submit Lessee's application to the FERC for approval, prior to issuance of approval by Lessor.

13) Illegal and Prohibited Uses: Lessee shall use commercially reasonable efforts to not make or permit to be made any illegal or prohibited use of the Leased Premises or any use thereof constituting a public nuisance, and shall keep the Leased Premises in a neat and orderly manner and shall comply with all applicable building codes and health regulations and with the rules and regulations of any and all applicable governmental authorities. All water and sanitary sewer facilities shall be designed, installed, constructed, maintained and operated only with the approval of the applicable governmental authority. Prohibited uses under the terms of the Lease include but are not limited to the following:

- a) Sale of alcoholic beverages or drugs;
- b) Gambling (e.g., installation of video gaming machines that pay off, etc.);
- c) Creation or installation of firearm or shooting ranges;
- d) Charging excessive fees;
- e) Establishing predetermined user groups that use specific facilities; and
- f) Excluding any user on the basis of age, sex, race, color, religion, national origin, handicap/disability, or familial status.

14) Fire Protection: In the event of a fire within or threatening to the lands or facilities of any park or recreation area which is a part of this Lease, Lessee agrees to assist Lessor with the protection of the Park against such fire.

15) Leased Premises Subject to FERC Oversight: Lessee agrees its use of the Leased Premises will comply with FERC Order No. 313, attached hereto as Exhibit C, and all regulations or directives issued by the FERC. Lessee's use of the aforesaid lands will not endanger health or safety, create a nuisance or otherwise be incompatible with the overall recreational use of the Project. Failure by Lessee to maintain and operate the FERC-required facilities and the Leased Premises to the standards reasonably required by the FERC shall constitute a default under the terms of this Lease pursuant to Paragraph 28. If the Lessee becomes temporarily unable to operate the FERC-required recreation facilities, the Lessor retains the right to enter the Leased Premises and operate, or arrange for the operation of, Project-related recreation facilities in accordance with the FERC-approved Keowee-Toxaway License and Recreation Management Plan. Lessee must obtain written approval from Lessor to take out of service any material non-Project recreation facility, operated as part of the Access Area Improvement Initiative, for any period of time other than as required for maintenance.

16) Compliance with State, Federal and Local Laws: Lessee agrees that its use of the Leased Premises as herein provided shall be consistent with all applicable state, federal and local laws as well as all ordinances, rules, regulations and sanctions of any regulatory body or governmental agency (state, federal or local) having jurisdiction in the Leased Premises, and Lessee's use of the Leased Premises shall comply with all applicable Duke Energy Shoreline Management Guidelines and the Shoreline Management Plan both of which are attached hereto as Exhibit D. Lessee shall be relieved of any responsibility for compliance under this Paragraph 16 if during the Lease term Lessor causes noncompliance by changing conditions upon the Leased Premises, including but not limited to, land use pattern, or causing or allowing any third party to do so.

17) Protection of Environment: All necessary and reasonable precautions shall be taken during construction and subsequent operation and maintenance of the facilities to protect and enhance the scenic, environmental, recreational and cultural values of any affected lands and waters of the Project.

18) Archaeological Resources: Lessee shall comply with the cultural resources consultation requirements specified in the Lessor's Historic Properties Management Plan for the Project attached hereto as Exhibit E regarding any ground disturbing activities, inadvertent discoveries, treatment of human remains and funerary objects or significant modifications to the leased facilities and lands. If any

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Commented [A6]: Lessor should be able to operate any facilities under these circumstances, not just Project-related.

Commented [A7]: Exhibit D is a large document and like the License, it is subject to change from time to time. We prefer not to attach as an exhibit.

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Commented [A8]: Same issue with making the HPMP an Exhibit (size). Also, there are parts of it dealing with archaeological sites that are not public information.

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archaeological resources are discovered during construction or maintenance activities, such activities shall be halted and the State Historic Preservation Officer shall be contacted to determine what measures, if any, are needed to protect or salvage the resources and the Lessor shall be notified. Written notice shall be given to Lessor and all other appropriate agencies of any such discovery and the measures being implemented, if any are required.

19) Utility Easement: Lessor for itself, successors and assigns, reserves an easement to build, construct, maintain and operate electric distribution/transmission lines on, over, under, along and above the Leased Premises ~~so long as the same to not interfere with any improvements constructed at the Park by Lessee.~~ Lessor also reserves the right, privilege and easement to erect, construct, reconstruct, replace, maintain and use towers, poles, wires, crossarms and other appliances and fixtures for the purpose of transmitting or distributing electric power, for Lessor's communication purposes, and for any other purpose that is, in Lessor's sole discretion, consistent with its business operations, together with the right to keep said lines, appliances, and fixtures free of structures, trees and other objects that may endanger or interfere with same. At least 30 days prior to construction, Lessor will notify and consult with the Lessee as to the plans for the construction of any buildings or structures to be placed within the Leased Premises ~~at least 30 days prior to construction,~~ necessary to conduct Lessor's business.

20) Reservation of Use: The right to use the Leased Premises for Project purposes (not inconsistent with the activities and purposes of this Lease) is hereby reserved to the Lessor, its successors and assigns.

21) Reservation of Authority: No terms or conditions herein contained shall be construed as limiting or affecting in any way the authority of Lessor in connection with its exercise of proper protection and administration of the public access areas or its License.

22) Response to Increase in Recreation Use: Lessor will in good faith, for the included lakes aforementioned in the Project, endeavor to accommodate future increases in public recreation use of the lakes by arranging for the designation of lands for recreation use that are or may become available for such purposes and when such land areas are consistent with the Shoreline Management Plan and/or the operation of Lessor's business.

23) FERC License and RA Conflicts: This Lease is subject to the terms and conditions of the License for the Project: and the Keowee-Toxaway Relicensing Agreement (the "RA"). In the event of any

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conflict between the terms and conditions of this Lease and the terms of the License or the RA, it is agreed that the terms of the License or the RA shall prevail.

24) Transfer or Assignment: The Lessee may not transfer or assign this Lease or let or sublet the whole or any part of the Leased Premises to anyone without the prior written consent of the Lessor.

25) Insurance by Lessee: Lessee agrees that, at its own cost and expense, it shall obtain and maintain in force during the term of this Lease the following insurance coverage and minimum insurance limits:

- a) Commercial General liability insurance from a reputable insurance company authorized to do business in South Carolina, providing coverage for any and all risks of liability associated with Lessee's occupancy and use of the Leased Premises and the activities authorized hereunder, with limits of at least \$2,000,000 per occurrence.
- b) Workers' Compensation (including U.S. Longshoremen & Harbor Workers Act) meeting statutory limits.
- c) Employers' Liability Insurance (including Maritime Employers Liability) of not less than \$1,000,000 each accident.
- d) Automobile Liability Insurance of not less than \$1,000,000 each occurrence.

The Lessee must meet the following additional insurance-related requirements:

- 1. Insurance coverage must be from the State Insurance Reserve Fund, or where applicable and authorized, with insurance companies with a minimum A.M. Best Rating of A-VII.
- 2. Lessee shall deliver to Lessor certificates of insurance prior to the beginning of the Lease and within 30 days of each insurance renewal. The certificates of insurance shall list the coverages and limits, the expiration dates and terms of policies and all endorsements whether or not required by Lessor, and listing all carriers issuing said policies. Lessor shall not be obligated to review any of Lessee's certificates of insurance, insurance policies and/or endorsements or advise the Lessee of any deficiencies in such documents, and any receipt of copies or review by Lessor shall not relieve the Lessee from or be deemed a waiver of Lessor's right to insist on strict

fulfillment of the Lessee's obligations. The Lessee shall deliver a certified copy of each insurance policy including all endorsements upon request by Lessor.

3. Lessee shall name Lessor as an additional insured, using Insurance Services Office, Inc. (ISO) additional insured (CG 20 10) or equivalent, under all required policies of liability insurance. (Except Worker's Compensation Insurance). All policies shall include waivers of any right of subrogation of the insurers using standard ISO forms. The certificate(s) of insurance shall specifically confirm the "waiver of subrogation" and "additional insured" obligations.
4. All insurance policies shall each contain a provision that coverage will not be cancelled, not renewed or materially modified unless at least thirty (30) days' prior written notice has been given but, in any event, if Lessee becomes aware of any such cancellation, reduction in coverage or non-renewal, Lessee shall provide written notice to Lessor of such action within ten (10) days of receipt of notice of any such action from its carrier. All policies of insurance required shall be endorsed or shall otherwise provide that Lessee's insurance shall be primary with respect to their own acts or omissions and not be in excess of, or contributing with, any insurance maintained by Lessor. Lessee will be responsible for their own respective deductibles, self-insured retentions, and self-insurance under its insurance program.
5. Should Lessee fail to provide or maintain any required insurance, Lessor shall have the right, but not the obligation, to provide or maintain any such insurance, and to invoice the actual and reasonable cost to the Lessee whereupon Lessee shall reimburse Lessor annually within forty-five (45) days following the request for payment.
6. Upon Lessee's contracting with an entity for the purpose of constructing any facilities on the Leased Premises, Lessor shall be named as an additional insured on a policy of insurance covering the scope of such activity prior to the commencement of any activity by Lessee, its agents or contractors. All policies shall include waivers of any right of subrogation of the insurers using standard ISO forms. Any contractor or subcontractor performing work on property that is the subject of this Lease shall have in place prior to commencement of any activity and during the performance of any activity, the following types of insurance and minimum coverage limits:

- Commercial General Liability Coverage – \$2 million per occurrence.
- Workers Compensation – Within statutory limits.
- Employer’s Liability – \$1 million each accident.
- Automobile Liability – \$1 million per occurrence.

26) Hazard Insurance: Lessee shall also, at all times during the term of this Lease, keep all improvements which are now or hereafter a part of the Leased Premises insured against loss or damage by fire and the extended coverage hazards for one hundred percent (100%) of the full replacement value of such improvements of like kind and quality. Any loss adjustment shall require the written consent of both Lessor and Lessee, which consent shall not be unreasonably withheld, conditioned or delayed. In the event any improvements upon the Leased Premises shall be damaged or destroyed by fire or other casualty, then Lessee shall promptly restore same to the condition existing before such loss or damage.

27) Hazardous Materials: The following items are to be implemented by the Lessee for the Leased Premises:

- Lessee shall not bring to or handle, store, dispense, transport or locate on or about the Leased Premises any chemical substances, oil, gasoline, other petroleum products, formaldehyde, PCBs, or any toxic, carcinogenic, radioactive or hazardous wastes, materials, substances or contaminants (known collectively “Hazardous Materials”) for purposes other than construction, cleaning, maintenance or repair of the recreation facilities, without Lessor’s prior written authorization. Notwithstanding the foregoing, Lessee shall not bring to or handle, store, dispense, transport or locate on or about the Leased Premises any materials that contain asbestos, methylene chloride, or hexavalent chromium. For primers or coatings suspected of containing lead, Lessee shall ensure the lead content of such products or materials is no more than the current Consumer Product Safety Commission threshold.
- While handling, transporting or storing any Hazardous Materials on or about the Leased Premises, Lessee shall act in full compliance with all applicable federal, state and local laws, ordinances and regulations.
- Lessee shall give Lessor prompt written notice of any problem, spill, discharge or threatened discharge of or relating to Hazardous Materials on or about the Leased Premises, and of any private or governmental investigation relating to Hazardous

Materials on or about the Leased Premises. Lessor shall have the right to participate in and approve any environmental assessment or environmental clean-up plan for the Leased Premises, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee, its employees, agents and contractors, shall fully cooperate with any and all federal, state and local governmental officials having jurisdiction over the Leased Premises in resolving any environmental problem.

- d) Lessee's failure to comply strictly with the provisions and mandates of this Paragraph 27 shall constitute a breach of this Lease if such breach continues on Lessee's part for thirty (30) days after the delivery to Lessee of notice of such breach from Lessor (or, in the case of any such failure which cannot reasonably be cured within thirty (30) days but which is curable and provided such default condition does not create an emergency situation, within such additional period as may be reasonably required by Lessee to cure such breach, provided Lessee has promptly commenced such cure and thereafter diligently prosecutes such cure to completion), then Lessor may terminate this Lease and exercise any other rights and remedies available to Lessor pursuant to this Lease.

28) Events of Default; Termination:

- a) The following events shall be deemed to be events of default by Lessee under this Lease (each singularly referred to herein as an "Event of Default"):
 - i) If Lessee fails to comply with any term, provision or covenant of this Lease other than the payment of any sum of money, and shall not cure such failure within sixty (60) days after due written notice thereof to Lessee; provided, however, if such failure cannot be cured within sixty (60) days, Lessee shall be in default under this Lease if Lessee fails to commence to cure such failure within the same sixty (60) day period or thereafter fails to act to diligently and promptly cure such failure; or
 - ii) If Lessee voluntarily discontinues or voluntarily ceases to use the Leased Premises and the improvements for the permitted use or closes its operations on the Leased Premises for any period greater than ninety (90) days, except for matters of force majeure which shall extend such period on a day-for-day basis; or
 - iii) If Lessee fails to satisfy the timelines established in the Site Plan or if an extension is granted by Lessor, Lessee fails to meet the extended timeline and any

requirements set by Lessor as a condition of the extension, and fails to notify Lessor and follow the requirements as set out in this Lease except for matters of force majeure which shall extend such periods on a day-for-day basis; or

- iv) Any other event of default as specifically addressed in the paragraphs contained herein.
- b) Upon the occurrence of an Event of Default hereunder, Lessor shall be entitled to pursue any one or more of the following remedies upon delivery of written notice to Lessee:
 - i) Terminate this Lease and Lessee's right of possession of the Leased Premises in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for such Event of Default, enter upon and take possession of the Leased Premises, and expel or remove Lessee and any other person or entity who may be occupying the Leased Premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim for damages therefore;
 - ii) Without having terminated this Lease, terminate Lessee's right of possession of the Leased Premises, by force, if necessary, without being liable for prosecution of any claim for damages therefore, and perform Lessee's obligations under this Lease, and Lessee shall reimburse Lessor upon demand for any reasonable, actual and direct expenses which Lessor may incur in effecting compliance with the terms of the Lease;
 - iii) Bring suit for the collection of any amounts for which Lessee is then in default, or for the performance of any other covenant or lease by which Lessee is bound, with or without entering into possession or terminating this Lease.
- c) In the event Lessor elects to terminate this Lease by reason of the occurrence of an Event of Default, this Lease shall terminate and come to an end as of the date of such termination.
- d) In case of any Event of Default or breach by Lessee, Lessee shall also be liable for the costs of removing and storing Lessee's or any other occupant's personal property and all expenses incurred by Lessor in enforcing or defending Lessor's rights and/or remedies, including reasonable attorneys' fees.

Lessee acknowledges that, upon the termination of this Lease by Lessor upon an Event of Default or termination by the Lessee, the FERC has authority to reclassify non-Project recreation facilities permitted by this Lease (as identified on Exhibit B) as Project facilities and to require the Lessor to operate and maintain all recreation facilities. In such event, all buildings, improvements, fixtures and other items of real property shall become the property of the Lessor. At the option of Lessor, Lessee shall remove all personal property of Lessee located upon the Leased Premises. If Lessee shall not have removed its personal property within thirty (30) days of the termination or expiration of the Lease as directed by Lessor, Lessor may at its option retain and use any portion of same or remove and dispose of any portion of same without liability to Lessor and shall be reimbursed by Lessee for its cost thereof.

29) Termination for Lack of Funding: Notwithstanding any other provision of this Lease, it is understood and agreed by and between the ~~parties~~Parties that in the event Lessee is unable to obtain funding by appropriation or otherwise to operate and maintain the recreational facilities herein provided beyond the end of any then-current State fiscal year and so notifies Lessor thereof within sixty (60) days of the final approval of Lessee's appropriations for that coming fiscal year, this Lease shall be considered canceled. Such cancellation shall cause the Lease to terminate as if that was the date originally affixed herein for the expiration of the term hereof and shall not constitute an "Event of Default" as defined herein. Notwithstanding such cancellation, Lessee shall be liable for and shall pay to Lessor all indebtedness accrued hereunder to the date of such cancellation. Lessee agrees to utilize its commercially reasonable efforts throughout the term of this Lease to obtain adequate appropriations or other funding to accomplish the purposes of this Lease.

30) Surrender of Lease: The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or sub tenancies, or may at the option of Lessor, operate as an assignment to it of any or all such subleases or sub tenancies.

31) Condemnation: If the whole or any part of the Leased Premises is taken or condemned by any competent authority for any public use or purpose, then this Lease shall automatically terminate as to the portion taken as of the date said title shall be taken. If a portion of the Leased Premises shall be taken so as to render the remainder thereof unusable for the purposes for which the Leased Premises were leased, then this Lease shall terminate as of the date said title shall be taken. In the event that any portion of the Leased Premises shall be taken or this Lease shall be terminated as a result of a taking of the whole or a portion of the Leased Premises, Lessee shall have no claim against Lessor for the value of any unexpired

portion of the Lease term. Lessor shall be entitled to the entire award given, including any special damages, except that, as to any portion of payment received by way of just compensation which is attributable to the value, if any, of any capital improvements, taken or damaged, Lessee shall be entitled to receive a pro-rata share thereof based on the percentage that its funding contribution therein bears to the total capital costs thereof. In the event that either ~~party~~Party should disagree with the valuation given within any award to any improvements taken or damaged, or be unable to agree between themselves as to such value, the ~~parties~~Parties agree to arbitrate such question of valuation and to apportion their award so as to separately set forth the contributing value, if any, of each improvement taken or damaged.

32) Severability: The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Lessor's option in full force and effect.

33) Flooding and Drawdown: Lessor reserves the unlimited right to back-~~of~~, flood or draw down the waters of the Project, the Keowee River and its tributaries from time to time and at any and all times over and upon the Leased Premises or any portion of the same, to such extent the flooding or drawdown may be necessary or convenient in connection with the practical operation of its hydroelectric power plants or other electric generation power plants located or to be located in the future upon the Keowee River. Lessee agrees that any damage it may suffer as a result of such flooding or drawdown shall not be claimed or charged against Lessor. Lessee hereby waives all claims against Lessor for damages resulting from floods and drawdowns that may occur on the Keowee River or any tributary thereof.

34) FERC Project Restoration: Lessor shall be under no obligation to Lessee to maintain or continue to operate the Project and should said Project be damaged, destroyed or removed, the Lessor shall be under no obligation to restore or rebuild same, and Lessee hereby waives all claims against Lessor for damages to or destruction or removal of the Project.~~A.~~

35) Parties Bound: The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executor administrators and assigns of all the ~~parties~~Parties hereto; provided, however, that neither this Lease nor any provisions therein may be assigned by Lessee except with the prior written consent of the Lessor.

36) Survival: Provisions of this Lease for Termination (Paragraph 28) and Survival (Paragraph 36) shall survive the termination or cancellation of this Lease and shall remain in effect.

37) Notices: Wherever in the Lease it shall be required or permitted that notice be given by either ~~party~~Party to this Lease to the other, such notices must be in writing and must be given personally or forwarded by certified mail addressed as follows:

To Lessor: Duke Energy Carolinas, LLC
~~Director — Public Safety & Recreation Strategy Planning Services~~
~~Attn: General Manager - Water Strategy, Hydro Licensing and Lake Services—~~
~~EC12K~~
526525 South ~~Church~~Tryon Street, ~~DEP 35B~~
Charlotte, NC 28202

With copy to: Duke Energy Carolinas, LLC
Attn: Lease Administration
550525 South Tryon Street, ~~DEP 22A~~DEP21
Charlotte, North Carolina 28202

To Lessee: Pickens County, South Carolina
Attn: ~~Gerald Wilson~~Ken Roper
222 McDaniel Avenue, Suite B-4
Pickens, SC 29671

With copy to: Graybill, Lansche & Vinzani, LLC
Attn: Wesley M. Graybill
2721 Devine Street
Columbia, South Carolina 29205

Such addresses may be changed from time to time by notice given hereunder.

38) Recordation: In no event shall this Lease be recorded in any Public Registry or other public records by Lessee or on Lessee's behalf. Violation of the provisions in the immediately preceding sentence shall entitle Lessor to terminate the lease rights granted herein. Promptly after the execution of this Lease, Lessor and Lessee acknowledge and agree Lessor shall record a Memorandum of Lease in the Public Registry in the county where the Leased Premises is located, and Lessor shall provide Lessee with a recorded-copy of said Memorandum of Lease.

39) Existing Lease Amended and Superseded: Beginning on the Effective Date, this Lease shall amend, restate, replace and supersede all previous leases or other agreements between Lessor and Lessee, or their respective predecessors in interest, for and only for the use of the Leased Premises, and such prior

leases or other agreements are of no further force or effect. Notwithstanding the foregoing, this Lease shall not supersede the RA.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the ~~parties~~Parties hereto have caused this instrument to be executed by their duly authorized officials this the day and year first above written.

LESSOR:

Duke Energy Carolinas, LLC,
a North Carolina limited liability company

By: _____
Print Name: ~~Erie J. Rouse~~Andrew T. Hill
Title: ~~Manager, Leasing and Property~~
~~Management~~Director, Real Estate Strategy &
Transactions

LESSEE:

Pickens County, South Carolina,
a political subdivision of the State of South Carolina

By: _____
Print Name:
Title:

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Exhibit A

Survey of Leased Premises

Exhibit B

Site Plan

Exhibit C

FERC Order No. 313

TITLE 18 - CONSERVATION OF POWER AND WATER RESOURCES

CHAPTER I - FEDERAL ENERGY REGULATORY COMMISSION, DEPARTMENT OF ENERGY

SUBCHAPTER A - GENERAL RULES

PART 2 - GENERAL POLICY AND INTERPRETATIONS

2.7 - Recreational development at licensed projects.

The Commission will evaluate the recreational resources of all projects under Federal license or applications therefor and seek, within its authority, the ultimate development of these resources, consistent with the needs of the area to the extent that such development is not inconsistent with the primary purpose of the project. Reasonable expenditures by a licensee for public recreational development pursuant to an approved plan, including the purchase of land, will be included as part of the project cost. The Commission will not object to licensees and operators of recreational facilities within the boundaries of a project charging reasonable fees to users of such facilities in order to help defray the cost of constructing, operating, and maintaining such facilities. The Commission expects the licensee to assume the following responsibilities:

(a) To acquire in fee and include within the project boundary enough land to assure optimum development of the recreational resources afforded by the project. To the extent consistent with the other objectives of the license, such lands to be acquired in fee for recreational purposes shall include the lands adjacent to the exterior margin of any project reservoir plus all other project lands specified in any approved recreational use plan for the project.

(b) To develop suitable public recreational facilities upon project lands and waters and to make provisions for adequate public access to such project facilities and waters and to include therein consideration of the needs of persons with disabilities in the design and construction of such project facilities and access.

(c) To encourage and cooperate with appropriate local, State, and Federal agencies and other interested entities in the determination of public recreation needs and to cooperate in the preparation of plans to meet these needs, including those for sport fishing and hunting.

(d) To encourage governmental agencies and private interests, such as operators of user fee facilities, to assist in carrying out plans for recreation, including operation and adequate maintenance of recreational areas and facilities.

(e) To cooperate with local, State, and Federal Government agencies in planning, providing, operating, and maintaining facilities for recreational use of public lands administered by those agencies adjacent to the project area.

(f) (1) To comply with Federal, State and local regulations for health, sanitation, and public safety, and to cooperate with law enforcement authorities in the development of additional necessary regulations for such

purposes; (2) To provide either by itself or through arrangement with others for facilities to process adequately sewage, litter, and other wastes from recreation facilities including wastes from watercraft, at recreation facilities maintained and operated by the licensee or its concessionaires.

(g) To ensure public access and recreational use of project lands and waters without regard to race, color, sex, religious creed or national origin.

(h) To inform the public of the opportunities for recreation at licensed projects, as well as of rules governing the accessibility and use of recreational facilities.

[Order 313, 30 FR 16198, Dec. 29, 1965, as amended by Order 375B, 35 FR 6315, Apr. 18, 1970; Order 508, 39 FR 16338, May 8, 1974; Order 2002, 68 FR 51115, Aug. 25, 2003]

Exhibit D

Duke Energy Shoreline Management Guidelines and Shoreline Management Plan

Exhibit E

Duke Energy Historic Properties Management Plan for the Project

No. 9:

ORDINANCES FOR SECOND READING

ORDINANCE NO. 642

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH OCONEE COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SECTION 4- 1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH OCONEE COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO (PROJECT TURN).

BE IT ORDAINED BY THE COUNTY COUNCIL OF PICKENS COUNTY, SOUTH CAROLINA:

SECTION I: Pickens County is hereby authorized jointly to develop an industrial and business park with Oconee County ("Park"). The Park shall be located initially on lands located in Oconee County only as authorized by Section 4-1-170 of the South Carolina Code of Laws 1976, as amended.

SECTION II: Pickens County will enter into a written agreement to develop the Park jointly with Oconee County in the form attached hereto as Schedule I and incorporated herein by reference ("Park Agreement"). The County Administrator is hereby authorized to execute the Park Agreement on behalf of Pickens County, with such changes thereto as the County Administrator shall deem, upon advice of counsel, necessary and which do not materially change the import of the matters contained in the form of agreement set forth in Schedule I.

SECTION III: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of Pickens County Council pertaining to the Park.

SECTION IV: Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION V: This Ordinance shall be effective after third and final reading thereof.

Enacted in meeting duly assembled this 5th day of August, 2024.

PICKENS COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chris Bowers, Chairman of County Council
Pickens County Council

ATTEST:

By: _____
Meagan Nations, Clerk to County Council
Pickens County Council

First Reading: June 3, 2024
Second Reading: July 22, 2024
Public Hearing: August 5, 2024
Third Reading: August 5, 2024

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

I, the undersigned Clerk to County Council of Pickens County, South Carolina, do hereby certify that attached hereto is a true, accurate, and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of June 3, 2024, July 22, 2024, and August 5, 2024, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

By: _____
Meagan Nations, Clerk to County Council
Pickens County Council

August 5, 2024

SCHEDULE I
AGREEMENT FOR DEVELOPMENT OF
JOINT COUNTY INDUSTRIAL AND BUSINESS PARK
(PROJECT TURN)

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
COUNTY OF PICKENS) **AGREEMENT FOR DEVELOPMENT OF A
JOINT COUNTY INDUSTRIAL AND
BUSINESS PARK (PROJECT TURN)**

This multi-county park agreement applies to the following property in Oconee County associated with a company known at this time as Project Turn; an approximately 20.77-acre parcel located at 2424 Sandifer Blvd., Westminster, South Carolina, all as more fully described in Exhibit A (Oconee) to this Agreement.

This multi-county park agreement applies to the following properties in Pickens County: none.

More specific information on the properties may be found in the body of this agreement and in the exhibits.

THIS AGREEMENT for the development of a joint county industrial and business park to be located initially only within Oconee County is made and entered into as of August 5, 2024, by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”).

RECITALS

WHEREAS, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. 2024-16, enacted by Oconee County Council on July 16, 2024, and Ordinance No. 642, enacted by Pickens County Council on August 5, 2024, have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County, only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A; and

WHEREAS, because of the development of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation to the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations, and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina,

1976, as amended (“Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the original execution and delivery of this Agreement, the Park consists of property that is located in Oconee County and which is now or is anticipated to be owned and/or operated by a company known as “Project Turn” (“Company”), as more particularly described in Exhibit A. From time to time, the Park may consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the county councils of both Oconee County and Pickens County. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached a revised Exhibit A related to property located in Oconee County, or a revised Exhibit B related to property located in Pickens County, which shall contain a legal or other description of the parcel(s) to be included within the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Oconee County Council and Pickens County Council. Notice of such public hearings shall be published in newspapers of general circulation in Oconee County and Pickens County, respectively, at least once and not less than 15 days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least 15 days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding anything in this paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in Section 12-6-3360 of the Code (“Non-Qualifying Site”), the Host County (defined below) may unilaterally remove by ordinance, the Non-Qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

4. Fee in Lieu of Taxes. To the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem taxes) equivalent to the ad valorem taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Oconee County and Pickens County shall each be responsible for and bear expenses incurred in connection with the property located in that county’s portion of the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance, and promotion of the Park, in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	100%
B.	Pickens County	0%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	0%
B.	Pickens County	100%

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

6. Allocation of Revenues. Oconee County and Pickens County shall receive an allocation of all net revenues (after payment of all Park expenses and other deductions from Park revenue necessitated by each agreement between the Host County and a project related to the project located in the Park) generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	99%
B.	Pickens County	1%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	1%
B.	Pickens County	99%

With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement. With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement.

7. Revenue Allocation within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Oconee County and to Pickens County, according to the proportions established by Section 6 of this Agreement. Revenues allocable to Oconee County by way of fees in lieu of *ad valorem* taxes generated from properties located in Oconee County shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County.

(B) Revenues allocable to Oconee County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Pickens County portion of the Park shall be distributed solely to Oconee County. Revenues allocable to Pickens County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Pickens County portion of the Park shall be distributed within Pickens County in accordance with the applicable governing ordinance of Pickens County in effect from time to time.

8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code. It is hereby agreed that the entry by Oconee County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Oconee County portion of the Park and

the terms of such agreements shall be at the sole discretion of Oconee County. It is further agreed that entry by Pickens County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Pickens County portion of the Park and the terms of such agreements shall be at the sole discretion of Pickens County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59- 20-20(3) of the Code, allocation of the assessed value of property within the Park to Oconee County and Pickens County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Section 6 and Section 7 of this Agreement.

10. Applicable Ordinances and Regulations. Any applicable ordinances and regulations of Oconee County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Oconee County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Pickens County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Pickens County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Oconee County is vested with the Sheriff's Office of Oconee County, for matters within the Sheriff's Office's jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Pickens County is vested with the Sheriff's Office of Pickens County, for matters within the Sheriff's Office's jurisdiction. If any of the Park properties located in either Oconee County or Pickens County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction. Fire, sewer, water, and emergency medical and other similar services will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

12. Emergency Services. All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

13. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law, including for example, the availability and application of credits as permitted by Section 12-6-3360 of the Code.

14. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

15. Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which, taken together, shall constitute but one and the same document.

16. Term; Termination. This Agreement shall extend for a term of 30 years from the effective date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but

not limited to, Sandvik Machining Solutions USA LLC, a Delaware limited liability company (“Company”), to provide, or to facilitate the provision of, special source revenue credits, including, but not limited to, those set forth in that certain Fee in Lieu of Tax and Special Source Credit Agreement, by and between Oconee County, South Carolina and the Company, dated as of July 16, 2024, as may be amended, modified, or supplemented from time to time (but the benefits of which, as of the date of this Agreement, are anticipated to expire on or before 30 years from the effective date of this Agreement, or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

PICKENS COUNTY, SOUTH CAROLINA

By:_____

Chair of County Council

Pickens County, South Carolina

[SEAL]

Attest:

By:_____

Clerk to County Council

Pickens County, South Carolina

OCONEE COUNTY, SOUTH CAROLINA

By:_____

Chair of County Council

Oconee County, South Carolina

[SEAL]

Attest:

By:_____

Clerk to County Council

Oconee County, South Carolina

EXHIBIT A

OCONEE COUNTY PROPERTY

Oconee County TMS No.: 251-00-02-038

Tract 1

All that piece, parcel or tract of land together with the buildings and improvements thereon situate, lying and being in the State of South Carolina, County of Oconee, Tugaloo Township, on the north side of U.S. Highway 123, and containing approximately 8.54 acres; a unitary tract being composed of Tract A, containing 7.53 acres and Tract B, containing 1.01 acres, as shown and more fully described on a Plat thereof by Michael L. Henderson, PS #6946 of Cornerstone of Seneca, Inc. dated August 11, 1997, and recorded August 15, 1997 in Plat Book A512, Page 10, in the records of Oconee County, South Carolina, a copy of which is attached hereto as Exhibit "A-1" and made a part hereof.

Being the same premises conveyed by LAWRENCE F. YUDA and SANDRA YUDA by deed of THRIFT BROTHERS, INC. dated December 16, 1986 and recorded December 16, 1986 in Deed Book 480 page 16, Records of Oconee County, South Carolina, and the same premises conveyed to LAWRENCE F. YUDA and SANDRA YUDA by deed of VALENITE, INC. dated June 12, 1995 and recorded June 15, 1995 in Deed Book 821 page 121 Records of Oconee County, South Carolina, a portion of the premises conveyed to the CAP FAMILY LP by deed of LAWRENCE F. YUDA and SANDRA YUDA dated December 22, 2000 and recorded December 28, 2000 in Deed Book 1128 page 005, Records of Oconee County, South Carolina.

Tract 2

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Oconee, Tugaloo Township, containing approximately 12.227 acres, as shown and more fully described on a survey entitled "Property of Valenite, Inc." prepared by James G. Hart, Reg. L.S. #6674, dated February 12, 2003, revised June 20, 2003, a copy of which is attached hereto as Exhibit "A-2" and made a part hereof.

Being a portion of the premises conveyed to the CAP FAMILY LP by deed of LAWRENCE F. YUDA and SANDRA YUDA, dated December 22, 2000 and recorded December 28, 2000 in Deed Book 1128 at page 005, Records of Oconee County, South Carolina.

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EXHIBIT B

PICKENS COUNTY PROPERTY

NONE

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No. 10:

ORDINANCES FOR THIRD READING

ORDINANCE NO. []

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH OCONEE COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH OCONEE COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXATION; AND OTHER MATTERS RELATED THERETO (PROJECT RED).

BE IT ORDAINED BY THE COUNTY COUNCIL OF PICKENS COUNTY, SOUTH CAROLINA:

SECTION I: Pickens County is hereby authorized jointly to develop an industrial and business park with Oconee County ("Park"). The Park shall be located initially on lands located in Oconee County only, as authorized by Section 4-1-170 of the South Carolina Code of Laws, 1976, as amended.

SECTION II: Pickens County will enter into a written agreement to develop the Park jointly with Oconee County in the form attached hereto as Schedule I and incorporated herein by reference ("Park Agreement"). The County Administrator is hereby authorized to execute the Park Agreement on behalf of Pickens County, with such changes thereto as the County Administrator shall deem, upon advice of counsel, necessary and which do not materially change the import of the matters contained in the form of agreement set forth in Schedule I.

SECTION III: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of Pickens County Council pertaining to the subject Park.

SECTION IV: Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION V: This Ordinance shall be effective after third and final reading thereof.

Enacted in meeting duly assembled this _____ day of _____, 2024.

PICKENS COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chris Bowers, Chairman of County Council
Pickens County Council

ATTEST:

By: _____
Meagan Nations, Clerk to County Council
Pickens County Council

First Reading: [], 2024
Second Reading: [], 2024
Public Hearing: [], 2024
Third Reading: [], 2024

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

I, the undersigned Clerk to County Council of Pickens County, South Carolina, do hereby certify that attached hereto is a true, accurate, and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of [], [], and [], 2024, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

By: _____
Meagan Nations, Clerk to County Council
Pickens County Council

[], 2024

SCHEDULE I
AGREEMENT FOR DEVELOPMENT OF
JOINT COUNTY INDUSTRIAL AND BUSINESS PARK
(PROJECT RED)

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Pickens County and Oconee County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in the park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the “Code”) satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of properties located in Oconee County, as further identified in Exhibit A (Oconee) to this Agreement. As of the Effective Date, no properties are located in Pickens County, as further identified in Exhibit B (Pickens) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinance of the county within which such property is to be added to or removed from the Park (the “Host County”) and without an action by the non-host county. The addition or removal of property is complete upon the provision to the non-host county by the Host County of the revised exhibit as provided in Section 3(B) below. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park. Notwithstanding the foregoing, no consent of a municipality shall be required for any property to remain in the Park in the event that such property is annexed by such municipality after the date such property has become part of the Park and subject to the provisions of this Agreement. Further, if any property located in the Park is annexed by a municipality after the property has been included in the Park, the municipality’s act of annexation shall serve as the municipality’s consent to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Oconee) or Exhibit B (Pickens), as the case may be, which shall be prepared by the county in which the added or removed property is located and the revised exhibit must contain a description or other identification of the properties included in the Park, after the enlargement or diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* property taxes) equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Oconee County and Pickens County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, to the extent that either Oconee County or Pickens County incurs such expenses and costs, in the following proportions:

If property is in the Oconee County portion of the Park:

(1) Oconee County	100%
(2) Pickens County	0%

If property is in the Pickens County portion of the Park:

(1) Oconee County	0%
(2) Pickens County	100%

6. Allocation of Revenues. Pickens County and Oconee County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of *ad valorem* property taxes in the following proportions:

If property is in the Oconee County portion of the Park:

(1) Oconee County	99%
(2) Pickens County	1%

If property is in the Pickens County portion of the Park:

(1) Oconee County	1%
(2) Pickens County	99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees-in-lieu-of *ad valorem* property taxes shall be distributed to Oconee County and to Pickens County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to revenues allocable to Pickens County or Oconee County by way of fees in lieu of taxes generated within its own County as Host County, such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year

by a taxing entity, the governing body of the taxing entity shall allocate the revenues received to operations and/or debt service of the entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Pickens County by way of fees in lieu of taxes generated within Oconee County shall be distributed solely to Pickens County. Revenues allocated to Oconee County by way of fees in lieu of taxes generated within Pickens County shall be distributed solely to Oconee County.

8. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. It is hereby agreed that the entry by Oconee County into any one or more fee-in-lieu-of tax agreements pursuant to Title 4 or Title 12 of the Code (“Negotiated Fee-in-Lieu of Tax Agreements”) or arrangements relating to the granting of special source revenue credits or issuance of special source revenue bonds, with respect to property located within the Oconee County portion of the Park and the terms of such agreements or arrangements shall be at the sole discretion of Oconee County. It is further agreed that entry by Pickens County into any one or more Negotiated Fee-in-Lieu of Tax Agreements or arrangements relating to the granting of special source revenue credits or issuance of special source revenue bonds with respect to property located within the Pickens County portion of the Park and the terms of such agreements or arrangements shall be at the sole discretion of Pickens County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Pickens County and Oconee County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Oconee County and Pickens County agree that this Agreement shall terminate on December 31, 2074; provided, however, this Agreement may be terminated earlier than, or extended beyond such date by mutual agreement of Oconee County and Pickens County.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below found, to be effective as of the Effective Date.

PICKENS COUNTY, SOUTH CAROLINA

(Seal)

Pickens County Administrator

ATTEST:

DATE:_____

Clerk to Council

OCONEE COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

OCONEE COUNTY, SOUTH CAROLINA

(Seal)

Oconee County Administrator

ATTEST:

DATE:_____

Clerk to Council

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EXHIBIT A

Oconee County Properties

The following parcel in Oconee County associated with Oconee Force Holdings, LLC is included in the multi-county park and is identified by the current tax map number, noted below, and the owner, all as of the date of this Agreement, and, if available, acreage:

Tax Map Number (current): TMS: 176-00-01-044

Owner (current): Oconee Force Holdings, LLC

Acreage: 6.42 acres.

The Park shall include all property vertically or horizontally located on or within the property identified above, including, but not limited to, properties subject to any horizontal property regime, notwithstanding that such properties might bear different tax map numbers different from that identified above.

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EXHIBIT B

Pickens County Properties

NONE.

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