

## LIMITED IN-PERSON ATTENDANCE PERMITTED

*Due to the Novel Coronavirus pandemic and the ongoing state of emergency, in-person attendance at this Council meeting by members of the general public will be limited. Attendance will be limited to twenty percent of the stated maximum occupancy, which equates to thirty-four (34) persons (including Council members, other elected officials, and staff). Attendees will be required to sit in designated seats, appropriately spaced. In-person attendance will be allowed on a “first-come” basis.*

*Additionally, to ensure the meeting otherwise remains open to the public, we will continue to broadcast it live on the County’s YouTube channel, which can be found via the County’s website at [Oconeesc.com](http://Oconeesc.com). Further, the public may call in and listen by dialing **888-475-4499 OR 877-853-5257** and entering meeting ID # **810 7438 3675**. And, individuals parked in close proximity to Council Chambers may listen to the meeting on FM 92.3.*



# A G E N D A

## OCONEE COUNTY COUNCIL MEETING

### November 17, 2020

### 6:00 PM

Council Chambers, Oconee County Administrative Offices  
415 South Pine Street, Walhalla, SC

## Call to Order

## Public Comment Session

*[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

*If you are not able to attend in person and you have a comment, you may submit it by contacting our Clerk to Council, Katie Smith at [ksmith@oconeesc.com](mailto:ksmith@oconeesc.com) or 864-718-1023, so that she may receive your comment and read it into the record.*

## Council Member Comments

## Moment of Silence

## Invocation by County Council Chaplain

## Pledge of Allegiance to the Flag of the United States of America

## Approval of Minutes

- October 20, 2020 Regular Minutes

## Administrator Comments

## Attorney Comments

## Proclamation 2020-10

- **Proclamation 2020-10** Recognizing November 16, 2020 – November 20, 2020 as

### COUNCIL MEMBERS

Julian Davis, III, Chairman, District IV    Paul Cain, Vice-Chair, District III  
John Elliott, Chair Pro Tem, District I    Wayne McCall, District II  
Glenn Hart, District V

## Proclamation 2020-11

- **Proclamation 2020-11** Honoring the Seneca High School Girls' Cross-Country Team as State Champions

## Public Hearings for the Following Ordinances

*[None Scheduled]*

## Third Reading of the Following Ordinances

*[None Scheduled]*

## Second Reading of the Following Ordinances

**Ordinance 2020-20** "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND BASF CORPORATION; THE GRANTING OF A SPECIAL SOURCE CREDIT; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES."

## First Reading of the Following Ordinances

**Ordinance 2020-21** "AN ORDINANCE AUTHORIZING AND APPROVING (1) THE DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (FRIENDSHIP COURT PROPERTY) PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH ANDERSON COUNTY (THE "PARK") SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN ANDERSON COUNTY AND TO INCLUDE THE AFOREMENTIONED PROJECT; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH ANDERSON COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF *AD VALOREM* TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; (3) THE DISTRIBUTION OF REVENUES FROM THE PARK TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND (4) OTHER MATTERS RELATED THERETO."

## First & Final Reading for the Following Resolutions

*[None Scheduled]*

**Resolution 2020-08** "A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE ARMY / SECRETARY OF THE ARMY FOR A PUBLIC ROAD OR STREET LOCATED ON THE HARTWELL LAKE PROJECT; EASEMENT NO. DACW21-2-20-0049."

## Discussion Regarding Action Items

### Change Order # 1 PO 53362 / Solid Waste / \$33,062.00

**Budget:** \$33,062.00 / **Project Cost:** \$33,062.00 / **Balance:** \$0.00

Smith Gardner has been the On Call Engineering Firm for Oconee County Solid Waste since February 2012 – Beginning with RFQ 11-10 which expired February of 2017. RFP 16-09 was issued and Awarded

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/ Approved by County Council to Smith Gardner, Inc., for Engineering Services for Solid Waste on January 17, 2017.

On December 4, 2018 Council approved the award to Smith Gardner for Engineering Services for Preparations of the DHEC Permit Application Package for expansion of the County's Class Two landfill, in the Amount of \$93,850.05.

DHEC reviewed the Major Permit Modification Application and responded with comments requiring revisions to the engineered construction plans, revisions to the Stormwater plan and responses to numerous comments. This requested change order is for Smith and Gardner to make required changes, respond to DHEC comments and resubmission of documents to DHEC.

It is the staff's recommendation that Council [1] approve Change Order #1 to PO 53362 in the Amount of \$13,062.00 which brings the purchase order total to \$106,912.05, and [2] authorize the County Administrator to approve additional changes and / or additional documentation required after DHEC review up to \$20,000.00.

**Change Order #2 PO 54032 / Economic Development / Amount: \$55,214.28**  
**Budget: \$55,214.28 / Project Cost: \$55,214.28 / Balance: \$0.00**

*[Economic Development Fund]*

On June 2, 2020 Council Approved the Award of ITB 19-09 Seneca Rail Park Infrastructure to Cedar Farms & Construction, Inc in the amount of \$627,351.25 (Construction \$570,319.32 and 10% Contingency \$57,031.93). During construction an additional 350 CY of trench rock removal was required and resulted in Change Order #1. Change Order # 1 was in the amount of \$ 56,525.00 and was covered by the approved contingency.

We are requesting Council Approval for Change Order #2 which is a result of changes and additions required to complete the project. These changes are for:

- Additional 45ft of 10-inch DIP gravity sewer \$ 5,509.35
- Reduction for three 12in gate valves (\$8,000.25)
- Addition of three 8in gate valves \$ 5,600.25
- Additional 325.77 CY trench rock removal \$52,611.86
- Remaining Contingency (\$ 506.93)

Total for Change Order #2 \$55,214.28

The Seneca Rail Park Infrastructure Project consists of: connection to existing 12-in water main; Construction of 384-LF of new 12-inch water main including steel cased bore under Shiloh Road and Railroad; Construction of 2,680-LF of 10-inch gravity sewer including ten (10) manholes; Connect gravity sewer to existing OJRSA manhole. All associated work required to install the above-described infrastructure.

It is the staff's recommendation that Council approve Change Order # 2 PO # 54032 in the Amount of \$55,214.28 making the total purchase order amount \$ 682,565.53.

**John Deere 1050K Crawler Dozer with Trash Rack / Solid Waste /**  
**\$627,401.50**

This purchase is for a 2018 John Deere 1050K Crawler Dozer. Due to the landfill going vertical, pushing waste uphill is very tenuous and stressful on landfill compactors. Landfill compactors are designed to spread and compact waste but not push waste uphill or for long distances. Over the past several years the landfill has started receiving extreme amounts of waste, much of which is large bulky waste such as tree stumps. The dozer is designed to push very heavy loads and will extend the life of compactor.

**COUNCIL MEMBERS**

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Glenn Hart, District V

Solid Waste is currently renting this piece of equipment and Flint Equipment is allowing the amount paid (\$70,000.00) for the rental to be applied to the purchase.

John Deere Financial has offered the option to lease this equipment at a 1.45% interest rate. John Deere Financial will lease the equipment and Flint Equipment Company will service the equipment for any warranty work required. There will be two payments to John Deere Financial and a \$1.05 buyout at the end of the lease.

It is the staff's recommendation that Council [1] approve the lease purchase of a 2018 John Deere 1050K Crawler Dozer from John Deere Financial in the amount of \$627,401.50, which includes equipment price (\$579,176.40), sales tax (\$35,513.29) and interest (\$12,711.81) and [2] authorize the County Administrator to execute the Lease Purchase Agreement in substantially the same form as attached hereto (or with such material changes as benefit the County, upon advice of the County Attorney), along with such other documents necessary to effect this purchase.

- Board & Commission Appointments** *(IF ANY)* [Seats listed are all co-terminus seats]
- \***Building Codes Appeal Board**.....1 At Large Seat
  - \***Board of Zoning Appeals**.....District 5
  - \***Conservation Bank Board**.....District 5 & 1 At Large Seat
  - \***Arts & Historical Commission**.....District 4
  - \***Agricultural Advisory Board**.....District 4
  - \***Library Board**.....1 At Large Seat
- \*No questionnaires on file for the seats listed above*

**Executive Session**

*[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]*

*For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:*

*[1] Receive legal advice and discuss personnel matter, as well as related potential litigation issues, all regarding Oconee County Emergency Services and associated entities.*

*[2] Receive legal advice and discuss contractual matter related to the Rock Quarry.*

*[3] Discussion regarding an Economic Development matter, Project Rise.*

*[4] Discussion regarding an Economic Development matter, Project Mr. Ed.*

**Adjourn**

**COUNCIL MEMBERS**

- Julian Davis, III, Chairman, District IV    Paul Cain, Vice-Chair, District III
- John Elliott, Chair Pro Tem, District 1    Wayne McCall, District II
- Glenn Hart, District V

## OCONEE CODE OF ORDINANCES

### Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Facility* means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

*Meeting* means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts:* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
  - (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
  - (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
  - (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
  - (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
  - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
  - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
  - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROCLAMATION 2020-10**

**A PROCLAMATION RECOGNIZING NOVEMBER 16, 2020 – NOVEMBER 20,  
2020 AS AMERICAN EDUCATION WEEK**

**WHEREAS**, American Education Week presents everyone with an opportunity to celebrate public education and honor individuals who are making a difference in ensuring that every student receives a quality education; and,

**WHEREAS**, representatives of the National Education Association and the American Legion convened in 1919 to seek ways to boost public support for education, and the conventions of both organizations adopted resolutions of support and in 1921, the NEA representative Assembly in Des Moines Iowa called for designation of one week each year to spotlight education; and,

**WHEREAS**, the observance of American Education Week occurred December 4, 1921 – December 10, 1921; and,

**WHEREAS**, public schools provide young people with the tools they need to maintain our nation's precious values of freedom, civility, and equality, and by equipping young Americans with both practical skills and broader intellectual abilities, schools give them hope for and access to, a productive future; and,

**WHEREAS**, education employees – Food Service Providers, Teachers, Bilingual Family Liaisons, Substitutes, Technology Team, Virtual Teachers, Teacher Aides, School Nurses, Bus Drivers, Librarians, Mental Health and Guidance Counselors, Administration Team, Occupational and Physical Therapists, Bookkeepers, Front Office Administration Staff, Data Clerks, School Resource Officers – work tirelessly to serve our children and communities with care and professionalism; and,

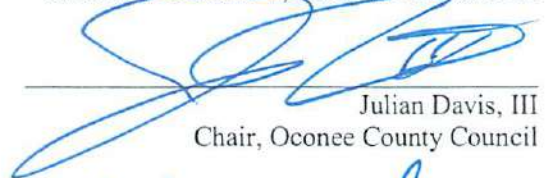
**WHEREAS**, schools bring together adults and children, educators and volunteers, business leaders, and elected officials in a common enterprise.

**NOW, THEREFORE**, we, the Oconee County Council, do hereby recognize and proclaim November 16, 2020 – November 20, 2020 as American Education Week in Oconee County, South Carolina.

**APPROVED AND ADOPTED** this 17<sup>th</sup> day of November, 2020.



OCONEE COUNTY, SOUTH CAROLINA

  
Julian Davis, III  
Chair, Oconee County Council

ATTEST:  
  
Katie D. Smith  
Clerk to County Council

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROCLAMATION 2020-11**

**A PROCLAMATION HONORING THE SENECA HIGH SCHOOL GIRLS'  
CROSS-COUNTRY TEAM AS STATE CHAMPIONS**

**WHEREAS**, the Oconee County Council (the "Council") acknowledges that sports and other recreational activities are beneficial for the health, general welfare, and overall sense of community of Oconee County citizens; and

**WHEREAS**, the SC High School League 3A Cross-Country State Qualifiers were run Friday, October 30, 2020 in Columbia; and

**WHEREAS**, the 2-time defending state champion Seneca High School Girls' Cross-Country team has realized an exceptional accomplishment in winning the 2020 3A "Even" race; and

**WHEREAS**, Council wishes to recognize the hard work and dedication displayed by the Seneca High School Girls' Cross-Country team for their athletic achievement.

**NOW, THEREFORE**, we, the Oconee County Council, extend our congratulations to the athletes and coaches of the Seneca High School Girls' Cross-Country team for their outstanding performance in the 2020 South Carolina State 3A Championship meet.

**APPROVED AND ADOPTED** this 17<sup>th</sup> day of November, 2020.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Julian Davis, III  
Chair, Oconee County Council

ATTEST:

\_\_\_\_\_  
Katie D. Smith  
Clerk to Oconee County Council



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2020-20**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND BASF CORPORATION; THE GRANTING OF A SPECIAL SOURCE CREDIT; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES**

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, the County and Project Urban Mine have previously entered into a Fee Agreement dated as of June 1, 2016 (the "Fee Agreement") and pursuant to the Act such Fee Agreement may be amended and extended upon the consent of the County and the Company (hereinbelow defined); and

WHEREAS, Project Urban Mine, a company duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and an Amended and Restated Fee Agreement (the "Amended Agreement") pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or building improvements, and machinery, apparatus, and equipment, for the purpose of the development of a manufacturing facility (the "Project") in which the anticipated level of new taxable investment will be a minimum of Forty Million Dollars (\$40,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5<sup>th</sup>) year following the year of execution of the Amended Agreement; and

WHEREAS, the Company has requested that the County provide a special source credit of sixty-five percent (65%) of the Company's fee in lieu of tax liability for the Project in the Park (as defined herein) for a term through the property tax year ending December 31, 2036 (the "SSC") based upon the Company's agreement to invest in new, taxable property in the Project equaling or exceeding \$40,000,000 within the initial five (5) years (following the year of the execution and delivery of the Fee Agreement) of investment,

which new investment will be maintained for not less than ten (10) years, with not less than Twenty Million Dollars (\$20,000,000), without regard to depreciation, in taxable value, of that new investment being maintained for the remaining term of the Amended Agreement.

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and an Amended Agreement and to that end has, by its Resolution adopted on September 1, 2020, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Amended Agreement"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Amended Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

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

WHEREAS, the Company is located within an existing multi-county industrial/business park with Pickens County pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Park").

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. (a) In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a manufacturing facility, the execution and delivery of an Amended Agreement with the Company for the Project is hereby authorized, ratified and approved. Further, the County agrees to provide an SSC of sixty five percent (65%) of the Company's fee in lieu of tax liability for the Project in the Park for a term through the property tax year ending December 31, 2036, provided the Company agrees to invest not less than Forty Million Dollars (\$40,000,000) in new, qualifying, taxable investment in the County by the end of the fifth (5<sup>th</sup>) year after the year of execution of the Amended Agreement, which new investment will be maintained for not less than ten (10) years, with not less than Twenty Million Dollars (\$20,000,000) of the new investment being maintained for the remaining term of the Amended Agreement.

Section 2. Based solely upon representations of the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, The Project will constitute a “project” as said term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

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

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

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

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Amended Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amended Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended Agreement in the name and on behalf of the County, and thereupon to cause the Amended Agreement to be delivered to the Company. The Amended Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amended Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amended Agreement and the performance of all obligations of the County under and pursuant to the Amended Agreement and this Ordinance.

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

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Amended Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2020

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Julian Davis III, Chairman  
Oconee County Council

ATTEST:

By: \_\_\_\_\_  
Katie Smith, Clerk to Council  
Oconee County Council

First Reading:           October 20, 2020  
Second Reading:       November 17, 2020  
Public Hearing:  
Third Reading:

**AMENDED AND RESTATED FEE AGREEMENT**

**between**

**OCONEE COUNTY, SOUTH CAROLINA**

**and**

**BASF CORPORATION,  
A Delaware Corporation**

**Dated as of December [], 2020**

**The County and the Company hereby agree to waive, to the full extent allowed by law, the requirements of Section 12-44-55 with regard to this Amended and Restated Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act, and provides copies of all such filings to the County.**

TABLE OF CONTENTS

	Page
Recitals.....	1
<b>ARTICLE I    DEFINITIONS .....</b>	<b>3</b>
<b>ARTICLE II   REPRESENTATIONS AND WARRANTIES</b>	
Section 2.1    Representations of the County .....	8
Section 2.2    Representations of the Company.....	9
<b>ARTICLE III   COMMENCEMENT AND COMPLETION OF THE PROJECT</b>	
Section 3.1    The Project.....	10
Section 3.2    Diligent Completion .....	11
Section 3.3    Filings .....	11
<b>ARTICLE IV   PAYMENTS IN LIEU OF TAXES</b>	
Section 4.1    Negotiated Payments .....	12
Section 4.2    Cost of Completion and Job Creation .....	14
Section 4.3    Payments in Lieu of Taxes on Replacement Property .....	16
Section 4.4    Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty .....	17
Section 4.5    Place and Allocation of Payments in Lieu of Taxes .....	17
Section 4.6    Removal of Equipment.....	17
Section 4.7    Damage or Destruction of Project.....	18
Section 4.8    Condemnation.....	18
Section 4.9    Maintenance of Existence .....	19
Section 4.10   Indemnification Covenants.....	19
Section 4.11   Confidentiality/Limitation on Access to Project.....	20
Section 4.12   Assignment and Subletting .....	21
Section 4.13   Events of Default.....	21
Section 4.14   Remedies on Default .....	21
Section 4.15   Remedies Not Exclusive .....	22
Section 4.16   Reimbursement of Legal Fees and Expenses.....	22
Section 4.17   No Waiver.....	23
Section 4.18   Special Source Revenue Credit.....	23

**ARTICLE V MISCELLANEOUS**

Section 5.1	Notices .....	24
Section 5.2	Binding Effect.....	25
Section 5.3	Counterparts.....	25
Section 5.4	Governing Law .....	25
Section 5.5	Headings .....	25
Section 5.6	Amendments.....	26
Section 5.7	Further Assurance.....	26
Section 5.8	Severability.....	26
Section 5.9	Limited Obligation .....	26
Section 5.10	Force Majeure.....	26

Oconee County, South Carolina

AMENDED FEE AGREEMENT

THIS AMENDED AND RESTATED FEE AGREEMENT (the "Amended Agreement" or "this Agreement") is made and entered into as of November 1, 2020, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and BASF Corporation (the "Company"), incorporated and existing under the laws of the State of Delaware.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into, amend and/or extend a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.



Pursuant to a fee in lieu of tax agreement between the Company and the County dated as of June 1, 2016 (the "Fee Agreement"), the Company has, on or before December 31, 2019, invested in excess of \$74,000,000 ("Current Investment"). The Fee Agreement includes a fixed millage rate for the term of the Fee Agreement of 215 mils. The Company is desirous of keeping the rate of 215 mils.

Pursuant to an Inducement Resolution adopted by the County on September 1, 2020, the Company has agreed to expand and equip by purchase, construction, lease-purchase, lease or otherwise, the Company's existing precious metal refining facility (the "Facility") which is located in the County, which will consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an additional new taxable investment of at least \$40,000,000 in the County within five (5) years from the end of the Company tax year in which this Agreement is executed, and the \$40,000,000 level of investment in Economic Development Property (hereinafter defined) shall be maintained for the initial ten (10) years of the Amended Agreement, without regard to depreciation and a \$20,000,000 level of investment in Economic Development Property, without regard to depreciation, shall be maintained for the remaining ten (10) years of the initial term of the Fee Agreement, all being maintained in accordance with the Act.

Pursuant to an Ordinance enacted on December [], 2020 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council authorized the County to enter into this Amended Agreement with the Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

For purposes of determining compliance with respect to any investment requirements of this Amended Agreement, the Company and the County do not intend for the Current Investment to be taken into consideration.

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

## ARTICLE I

### DEFINITIONS

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

"Act" shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Authorized Company Representative" shall mean the President of the Company or any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary, or senior personnel so designated by an officer of the corporation as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary, any assistant secretary or senior personnel so designated by an officer of the corporation.

Such certificates may designate an alternate or alternates and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

"Authorized County Representative" shall mean the Administrator of the County or his/her designee as evidenced by a written certificate of the County Administrator (hereinafter defined).

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina

"Clerk to County Council" shall mean the Clerk to the County Council of Oconee County, South Carolina.

"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.

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

"Company" shall mean BASF Corporation, a corporation incorporated under the laws of the State of Delaware and duly qualified to transact business in the State.

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

"County Administrator" shall mean the Administrator of Oconee County, South Carolina.

"County Council" shall mean the Oconee County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project,

or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean all items of tangible Real Property, Improvements and Equipment, as defined herein, comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures of the Project, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment, furniture and fixtures constitute Economic Development Property and thus become a part of the Project under this Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.13 of Fee Agreement.

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land acquired by, leased by or on behalf of the Company for the Project.

"Fee Agreement" and Amended Agreement shall have the meaning hereinabove assigned to each.

"Fee Term" or "Term" shall mean the period from the date of delivery of this Agreement until the last Phase Termination Date unless sooner terminated pursuant to the terms of this Agreement.

"FILOT Revenues" shall mean the payments in lieu of taxes which the Company is obligated to pay to the County for the Project in the Park pursuant to Section 4.1 hereof.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Agreement.

"Inducement Resolution" shall mean the resolution of the County Council adopted on September 1, 2020, authorizing the County to enter into this Agreement.

"Investment Period" shall mean the period commencing January 1, 2020, and ending on the last day of the fifth (5<sup>th</sup>) property tax year following the property tax year in which this Agreement is executed since the minimum statutory investment has heretofore been made within the statutory period, which is December 31, 2025.

"Minimum Investment" shall mean that the Company shall invest in Economic Development Property under and pursuant to this Agreement not less than Forty Million Dollars (\$40,000,000) in qualifying, new taxable investment in the Project by the end of the fifth (5<sup>th</sup>) year after the year of execution of this Agreement, and that the \$40,000,000 of investment shall be maintained for the initial ten (10) years of the this Agreement, without regard to depreciation and \$20,000,000 of that investment, without regard to depreciation, shall be maintained for the remaining ten (10) years of this Agreement, all being made and maintained in accordance with the Act.

"Park" shall mean the industrial and business park created by the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of an Industrial/Business Park for the Park between the County and Pickens County dated January 16, 2007, as amended from time to time.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2045, or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(21) of the Act, as amended, but only if the County subsequently agrees to such a maximum number of years exceeding twenty and such agreement is approved by the County Council and reduced to writing.

"Project" shall mean the Improvements and Equipment, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility, and any Real Property which qualifies as Economic Development Property under the Act and becomes part of the Project pursuant to the provisions of this Agreement. The Project involves an initial investment of sufficient sums to qualify as a Project under the Act.

"Real Property" shall mean the real property described in Exhibit A attached hereto, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto and at which the Improvements and Equipment that comprises part of the Project under the terms of this Agreement is located, as well as any real property which, itself, qualifies as part of the Project, as set forth herein.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of this Agreement:

(a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.4 hereof for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

"Special Source Revenue Credit" shall mean the credit against the fee in lieu of tax payments to be made by the Company to the County as authorized by Section 4-1-175 of the Code and Section 4.18 hereof.

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

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to

carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project, as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act. The Authorized County Representative is to take all administrative or managerial actions to be taken or consented to by the County pursuant to this Agreement.

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

(a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

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

(c) The Company intends to operate the Project as a "Project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of precious metal refining facility and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.



(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to locate the Facility and Project in the State.

(e) The Company anticipates that the cost of the project will be at least \$40,000,000 in qualifying new taxable investment in eligible, Economic Development Property in the County within five (5) years of the end of the Company tax year in which this Agreement is executed. The Company understands that the Company must invest not less than Forty Million Dollars (\$40,000,000) in Economic Development Property, subject to the fee in the Project by the end of the fifth succeeding tax year following the tax year of the execution of the Fee Agreement, or lose the benefits of this Agreement retroactively to the outset, with interest and repayment due to the County for both FILOT payments and Special Source Revenue Credit, as though the Minimum Investment requirements of the Act had not been met.

### ARTICLE III

#### COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project.

**Section 3.2 Diligent Completion.** The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2025. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due from and by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project, and may owe repayment to the County under the terms hereof in certain such circumstances.

**Section 3.3. Filings**

(a) On or before May 1 of each year up to and including the May 1 immediately following the preceding December 31 of the year in which the completion of the Project has occurred, the Company shall provide the Oconee County Auditor with a list of all Economic Development Property as was placed in service during the year ended as of the prior December 31.

(b) The Company shall deliver to the Oconee County Auditor copies of all annual filings made with the South Carolina Department of Revenue and Taxation with respect to the Project during the term of this Agreement, not later than thirty (30) days following delivery thereof to the Department.

(c) The Company shall cause a copy of this Agreement to be filed with the Oconee County Auditor, Oconee County Assessor and the South Carolina Department of Revenue and Taxation within thirty (30) days after the date of execution and delivery hereof.

(d) The Company shall be responsible to the County (i) for filing annual tax reports to the South Carolina Department of Revenue and Taxation, (ii) for computing the fee in lieu of tax owed to the County by the Economic Development Property and (iii) for paying the fee in lieu of tax and

any other amounts due hereunder to the County.

#### ARTICLE IV

##### PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax ("FILOT") arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representations of Section 2.2(e), hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2025, in non-exempt Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of

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

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.

Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect for the Project site pursuant to the Fee Agreement, which the parties acknowledge to be 215 mills (which millage rate shall remain fixed for the term of this Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Subject to the terms and provisions herein contained and with the consent of the County, with respect to each Phase, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the nineteenth (19<sup>th</sup>) year following the first year in which each Phase is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the term of this Agreement payment of all FILOT Payments under this Section 4.01 relating to the operation of the Project during such term have not been made, such term shall expire on such later date as such payments shall have been made in full or so provided for.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement for the investment in the Project without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was not and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2    Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$40,000,000 in non-exempt Economic Development Property, as required under Section 12-44-30(13) of the Act by December 31, 2025, at the Project in the Park by that date, then beginning with the next payment due, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property,

but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project, from and after January 1, 2020, through and including December 31, 2025, using the calculations described in this Section, over, (ii) the total net amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project, from and after January 1, 2020, through and including December 31, 2025. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act and shall be due no more than 60 days after the date on which *ad valorem* taxes would be due without penalty for the tax year ending December 31, 2025. Further, in the event, thereafter, that the Current Investment in the Project, without regard to depreciation falls below \$40,000,000, during the first ten (10) years that this Agreement is in effect, or below \$20,000,000 of the minimum new investment of \$40,000,000, without regard to depreciation, then during the second ten (10) years that this Fee Agreement is in effect, the payment in lieu of ad valorem taxes to be paid to the County by the Company from such respective point on, for the duration of this Fee Agreement shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period and Special Source Revenue Credit will be terminated at that point at which the investment in the Project, without regard to depreciation, falls below such \$40,000,000 or \$20,000,000, respectively.

Section 4.3    Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i)    to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, pursuant to subsequent written agreement with the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

**Section 4.4    Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.**

In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; subject, always, however to the terms and provisions of Section 4.2 hereof.

**Section 4.5    Place and Allocation of Payments in Lieu of Taxes.** The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

**Section 4.6    Removal of Equipment.** Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.2 and Section 4.4, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii)



hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

**Section 4.7**    **Damage or Destruction of Project.**

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

(b)    **Election to Rebuild.** In the event the Real Property in which the project is located is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.4, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c)    **Election to Remove.** In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components, subject to Section 4.2 and Section 4.4 hereof.

**Section 4.8**    **Condemnation.**

(a)    **Complete Taking.** If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Real Property shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the

Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Real Property or a transfer in lieu thereof, and subject to Section 4.2 and Section 4.4, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

Section 4.10 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County; the Company shall defend them in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the Indemnified Parties.

Section 4.11 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law or pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; or (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; and, the County (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 4.13 Events of Default. In addition to the specific events of default noted elsewhere herein, as to investment and job creation requirements, the following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section 4.13 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied.

Section 4.14 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement or Special Source Revenue Credit or both; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement, including, without limitation, those actions previously specified in this Agreement.

Section 4.15 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.16 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County. In addition to the generality of the foregoing, the Company shall pay the County's legal fees incurred with the preparation of this Amended Agreement and related documents, various conferences with County staff and counsel to the Company, and any attendance at County meetings, and other related matters, in an amount not to exceed \$3,500. Such amount shall be paid within 60 days of the Company counsel's receipt of an invoice for legal fees, which shall contain a basic, general (non-privileged) description of the services performed but need not include individual time entries and descriptions.

Further, this Section 4.16 shall in no way limit any rights of the County as contained in any other provision hereof.

Section 4.17 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 4.18 Special Source Revenue Credit. The County agrees that the Company shall be entitled to a Special Source Revenue Credit, to be taken as a set off against the FILOT payments for the Project in the Park owed, pursuant to Section 4.1, hereof, through the property tax year ending December 31, 2036, in an annual amount equal to Sixty five (65%) percent of the net FILOT payments (after payment of the MCIP partner county fee) generated by the Project in the Park, but not to exceed the actual cost of the Infrastructure, totally or in any given year. Provided, the Company agrees to and does invest not less than Forty Million Dollars (\$40,000,000) in new, qualifying, taxable investment in the County by the end of the fifth (5<sup>th</sup>) year after the end of the tax year of execution of the Amended Agreement, which is December 31, 2025, which investment by the Company will be maintained for not less than ten (10) years, with not less than Twenty Million Dollars (\$20,000,000) of that new investment being maintained for the remaining term of the Amended Agreement.

The Special Source Revenue Credit may be taken by the Company only to the extent that the Company has invested in qualifying improvements (“Qualified Improvements”) as defined in Section 12-44-70 of the Act and Section 4-29-68(A)(2) of the South Carolina Code of Laws, 1976, as amended. The Company shall be responsible for certifying to the County the amount of Qualified Improvements in which the Company has invested. Based on this certification, the Treasurer of the

County shall display and subtract the Special Source Revenue Credit from the fee in lieu of tax payment statement sent to the Company for the duration of the Special Source Revenue Credit as set forth above. At no time shall the aggregate of Special Source Revenue Credit received by the Company exceed the certified amount of Qualified Improvements. Should the Company fail to maintain the levels of investment in Economic Development Property, without regard to depreciation as described in Section 4.2 hereof during the term of this Agreement, the Company shall lose the benefit of any Special Source Revenue Credit granted pursuant to this Section 4.18 from the point at which such failure occurs and going forward and shall be required to repay a pro rata amount of any Special Source Revenue Credit received by the Company based on the percentage of the actual investment in Economic Development Property made or maintained, as applicable, by the Company compared to the \$40,000,000 or \$20,000,000, respectively, as provided in Section 4.2 hereof. Any amounts determined owing pursuant to the foregoing Section 4.18 hereof shall be subject to interest as provided in the Act and shall be due no more than 60 days after the date on which *ad valorem* taxes would be due without penalty for the tax year having most ended on the most recent December 31.

## ARTICLE V

### MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:

Oconee County, South Carolina  
415 South Pine Street

Prepared by J. Wesley Crum, III P.A.

24

Walhalla, South Carolina 29691  
Attention: County Administrator

WITH A COPY OF:  
(does not constitute notice)

Oconee County, South Carolina  
415 South Pine Street  
Walhalla, South Carolina 29691  
Attention: County Attorney

AS TO THE COMPANY:

BASF CORPORATION  
554 Engelhard Drive  
Seneca, South Carolina 29679

WITH A COPY TO:

BASF CORPORATION  
100 Campus Drive  
Florham Park, New Jersey 07932  
Attention: Tax Department

Section 5.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.



Section 5.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. To the extent recognized by the Act, and except for payment of the fees in lieu of taxes under Section 4.1, hereof, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

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

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Julian Davis III, Chairman  
Oconee County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Katie Smith, Clerk to Council  
Oconee County Council

BASF CORPORATION,  
a Delaware Corporation

By: \_\_\_\_\_  
Anthony S. Germinario  
Its: Assistant Secretary

EXHIBIT A  
BASF CORPORATION PROPERTY

This being the same property acquired by Engelhard Corporation (now known as BASF Corporation) by deed recorded in Deed Book 422 at page 217 and shown on the sketch attached hereto.

All that certain piece, parcel or tract of land situate, lying and being in Reedy Fork School District, Oconee County, South Carolina containing 93.00 acres as shown on plat of Michael L. Henderson, RLS dated May 27, 1985, and recorded in Plat Book P-51 at page 80.

STATE OF SOUTH CAROLINA )  
  )             **ORDINANCE NO. 2020-21**  
COUNTY OF OCONEE                 )

**AN ORDINANCE AUTHORIZING AND APPROVING (1) THE DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (FRIENDSHIP COURT PROPERTY) PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH ANDERSON COUNTY (THE "PARK") SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN ANDERSON COUNTY AND TO INCLUDE THE AFOREMENTIONED PROJECT; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH ANDERSON COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF *AD VALOREM* TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; (3) THE DISTRIBUTION OF REVENUES FROM THE PARK TO THE COUNTIES AND RELEVANT TAXING ENTITIES; AND (4) OTHER MATTERS RELATED THERETO.**

WHEREAS, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "Multi-County Park Act"), Anderson County, South Carolina ("Anderson County") and Oconee County, South Carolina ("Oconee County", and, collectively with Anderson County, the "Counties"), in order to promote economic development and thus encourage investment and provide additional employment opportunities, now propose to establish jointly a multi-county industrial/business park (the "Park") to be geographically located in Anderson County and to include, specifically but without limitation, certain property owned by Friendship SC Preservation, L.P.; and

WHEREAS, Anderson County and Oconee County have agreed to the specific terms and conditions of such arrangement as set forth in that certain Agreement for Establishment of a Multi-County Industrial/ Business Park (Friendship Court Park) proposed to be entered into by and between Anderson County and Oconee County as of such date as may be agreed to by Anderson County and Oconee County (the "Friendship Court Multi-County Park Agreement"), a form of which Friendship Court Multi-County Park Agreement has been presented to this meeting; and

WHEREAS, it appears that he Friendship Court Multi-County Park Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by Anderson County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL AS FOLLOWS:

**Section 1. Establishment of Friendship Court Multi-County Park; Approval of the Friendship Court Multi-County Park Agreement.** There is hereby authorized to be established, in conjunction with Anderson County, a multi-county industrial/business park to be known as the Friendship Court Multi-County Park and to include therein the Friendship Court property as more particularly described on Exhibit A. The form, provisions, terms and conditions of the Friendship Court Multi-County Park Agreement now before this meeting are hereby approved, and all of the provisions, terms and conditions thereof are hereby incorporated herein

by reference as if the Friendship Court Multi-County Park Agreement were set out in this Ordinance in its entirety. The County Administrator of Oconee County is hereby authorized, directed, and empowered to execute the Friendship Court Multi-County Park Agreement in the name and on behalf of Oconee County; the Clerk to Oconee County Council is hereby authorized, directed, and empowered to attest the same; and the County Administrator of Oconee County is further authorized, directed, and empowered to deliver the Friendship Court Multi-County Park Agreement to Anderson County.

The Friendship Court Multi-County Park Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of Oconee County thereunder and as shall be approved by the officials of Oconee County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Friendship Court Multi-County Park Agreement now before this meeting.

The County Administrator of Oconee County and the Clerk to the Oconee County Council, for and on behalf of Oconee County, are hereby each authorized and empowered to do any and all things necessary or proper to effect the development of the Friendship Court Multi-County Park and the performance of all obligations of Oconee County under and pursuant to the Friendship Court Multi-County Park Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

**Section 2. Payment of Fee in Lieu of Tax.** The businesses and industries located in the Friendship Court Multi-County Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Friendship Court Multi-County Park Agreement. The fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Anderson County. That portion of the fee allocated pursuant to the Friendship Court Multi-County Park Agreement to Oconee County shall, upon receipt by the Treasurer of Anderson County, be paid to the Treasurer of Oconee County in accordance with the terms of the Friendship Court Multi-County Park Agreement. Payments of fees in lieu of *ad valorem* taxes will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Anderson County and Oconee County, acting by and through their respective treasurers, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes. Nothing herein shall be construed to prohibit Oconee County from negotiating and collecting reduced fees in lieu of taxes pursuant to Title 4, Chapter 29 or Chapter 12, or Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, or any similar provision in South Carolina law.

The provisions of Section 12-2-90 of the Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

**Section 3. Sharing of Expenses and Revenues.** Sharing of expenses and revenues of the Friendship Court Multi-County Park by Anderson County and Oconee County shall be as set forth in the Friendship Court Multi-County Park Agreement.

Section 4. **Distribution of Revenues within Anderson County.** Revenues generated from industries and businesses in Anderson County located in the Friendship Court Multi-County Park and received by Oconee County shall be retained by Oconee County.

Section 5. **Governing Laws and Regulations.** The ordinances of Anderson County, as applicable, concerning zoning, health and safety regulations, and building code requirements will apply for the entire Friendship Court Multi-County Park.

Section 6. **Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Friendship Court Multi-County Park properties is vested with the Sheriff's Department of Anderson County. If any of the Friendship Court Multi-County Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 7. **Conflicting Provisions.** To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Oconee County Code or other Oconee County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 8. **Severability.** If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 9. **Effectiveness.** This Ordinance shall be effective upon third and final reading.

[End of Ordinance - Signature page to follow]

Enacted and approved, in meeting duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2020

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Julian Davis III, Chairman  
Oconee County Council

ATTEST:

By: \_\_\_\_\_  
Katie Smith, Clerk to Council  
Oconee County Council

First Reading: November 17, 2020  
Second Reading: \_\_\_\_\_, 2020  
Public Hearing: \_\_\_\_\_, 2020  
Third Reading: \_\_\_\_\_, 2020

Exhibit A  
Description of Friendship Court Property

That certain property located at 719 W. Mauldin Street, Anderson, SC, Tax Map Number 123-18-03-001-000, more particularly described as follows:

All those two certain parcels or tracts of land situate, lying and being in the State of South Carolina, County of Anderson, City of Anderson, having frontage on Mauldin Street, West End Avenue, Lee Street, Second Avenue and Third Avenue and being shown on that plat by Farmer & Simpson Engineers dated August 31, 1971 and entitled "Mauldin Street Apt's., Anderson, S. C.", Project No. 054-35076 NP SUP, which plat is of record in the Office of Clerk of Court for Anderson County in [Plat Book 71 at page 294](#). The said two tracts are intersected by and separated by Third Avenue and according to said plat, each tract may be more particularly described as follows:

1. BEGINNING at iron pin at the edge of the right-of-way at the intersection point of Lee Street and Second Avenue on the Northeastern side of such intersection, which iron pin marks the southwestern corner of this tract, thence N 7-29 W 698.1' along the right-of-way of Second Avenue to iron pin corner; thence N 34-31 E 74.7' along the right-of-way at the intersection of Second Avenue and Mauldin Street to iron pin corner; thence N 71-48 E 150.1' along the right-of-way of Mauldin Street to iron pin corner; thence S 7-20 E 778.9' along the right of way of Third Avenue to iron pin corner; thence S 81-43 W 195.5' along the right-of-way of Lee Street to iron pin of beginning corner. The afore-described tract is bound on the south by Lee Street; on the west by Second Avenue; on the north by Mauldin Street and on the east by Third Avenue.
2. BEGINNING at iron pin at the edge of the right-of-way at the intersection point of Lee Street and Third Avenue on the Northeastern side of such intersection, which iron pin marks the southwestern corner of this tract, thence N 7-37 W 502.9' along the right-of-way of Third Avenue to iron pin corner; thence N 77-59 E 79.2' to iron pin corner; thence S 7-33 E 85.8' to iron pin corner; thence N 51-13 E 86.8' to iron pin corner on the right-of-way for West End Avenue; thence S 38-35 E 120.0' along the right-of-way for West End Avenue to iron pin corner; thence S 51-25 W 158.7' to iron pin corner; thence S 7-33 E 70.0' to iron pin corner; thence N 84-48 E 57.3' to iron pin; thence N 84-48 E 52.0' to iron pin corner; thence S 38-35 E 60.0' to iron pin corner; thence N 51-25 E 103.5' to iron pin corner on the right-of-way of West End Avenue; thence S 38-35 E 120.0' along the right-of-way of West End Avenue to iron pin corner; thence S 51-25 W 103.5' to iron pin corner; thence N 38-35 W 44.5' to iron pin corner; thence S 8-40 E 90.5' to iron pin corner on the right-of-way of Lee Street; thence S 81-43 W 258.7' to iron pin of beginning corner. The said tract is bound on the South by Lee Street and property of Wells, on the West by Third Avenue; on the north by property of Nell Townsend Presbyterian Church; on the east by property of Nell Townsend Presbyterian Church, West End Avenue, property of Payne and property of Wells.



STATE OF SOUTH CAROLINA	)	AGREEMENT FOR DEVELOPMENT OF
	)	JOINT COUNTY INDUSTRIAL AND
	)	BUSINESS PARK TO BE KNOWN AS
COUNTY OF OCONEE	)	“ANDERSON-OCONEE MULTI-
	)	COUNTY PARK (FRIENDSHIP COURT
COUNTY OF ANDERSON	)	PARK)”

**THIS AGREEMENT** for the development of a joint county industrial and business park to be located initially in Anderson County, South Carolina, dated as of \_\_\_\_\_, 2020 is made and entered into by and between Oconee County, South Carolina and Anderson County, South Carolina, both political subdivisions of the State of South Carolina.

**RECITALS**

**WHEREAS**, Anderson County, South Carolina ("Anderson County") and Oconee County, South Carolina ("Oconee County") (collectively the "Counties") have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said Counties, and to increase the tax base of the Counties, there should be established, initially in Anderson County, a Joint County Industrial and Business Park (the "Park"), which Park shall be known as the "Anderson-Oconee Multi-County Park (Friendship Court Park)" and which shall be in addition to all previous joint county industrial and business parks previously established between the Counties; and

**WHEREAS**, as a consequence of the establishment of the Park, property therein shall be exempt from *ad valorem* taxation, during the term of this Agreement, but the owners or lessees of such property shall pay annual fees during that term in an amount equal to that amount of *ad valorem* taxes for which such owner or lessee would be liable 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 is hereby acknowledged, the parties hereby 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 the Counties, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D) of the Constitution of South Carolina provides that counties may jointly develop an industrial and 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 means by 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 for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(D), of the Constitution and provides the statutory vehicle whereby a joint county industrial and business park may be created.

**3. Location of the Park.**

(A) The Park consists of property located in Anderson County, as is hereinafter more specifically described in Exhibit "A", as amended from time to time by the parties. The Park shall consist initially only of property located in Anderson County and currently owned by Friendship SC Preservation, L.P. (the "Friendship Court Property"). It is specifically recognized that the Park may from time to time consist of non-contiguous properties.

(B) The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinance of Anderson County and by ordinance of the County Council of Oconee County. 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," as applicable, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with copies of the ordinances of Anderson County and Oconee County pursuant to which such enlargement or diminution was authorized.

(C) Notwithstanding anything in subparagraphs 3(A) and 3(B) above 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 South Carolina Code of Laws, 1976, as amended, Section 12-6-3360 (the "Non-qualifying Site"), Anderson County 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. Upon such removal, Anderson County shall provide notice to the Oconee County Administration office, with a copy to the Oconee County Attorney.

**4. Fee-in-Lieu of Taxes.** Property located in the Park shall be exempt from *ad valorem* taxation during the term of this Agreement. The owners or lessees of any property situated in the Park shall pay, in accordance with and during the term of this Agreement, an amount 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. Where, in this Agreement, reference is made to payment of *ad valorem* property taxes or other in-lieu of payments, such reference shall be construed, in accordance with this Paragraph 4, to mean the *ad valorem* property taxes or other in-lieu of payments that would otherwise have been due to be paid to Anderson County, after deduction of all applicable allowances, credits, deductions, and exemptions authorized or required by state law.

**5. Allocation of Park Expenses.** The Counties shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

With respect to property geographically located in Anderson County:

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

With respect to property geographically located in Oconee County:

A.	Anderson County	0%
----	-----------------	----

B. Oconee County 100%

6. **Allocation of Park Revenues.** The Counties shall receive an allocation of all revenue generated by the Park through payment of fees-in-lieu of ad valorem property taxes or from any other source in the following proportions:

With respect to property geographically located in Anderson County:

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

With respect to property geographically located in Oconee County:

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

The percentage of Park revenues allocable to Oconee County shall be net of any allowances, credits, deductions, and exemptions authorized by State law or by Anderson County pursuant to Section 8 of this Agreement. Any payment by Anderson County to Oconee County of its allocable share of the fees-in-lieu of taxes from the Park shall be made not later than fifteen (15) days from the end of the Anderson County fiscal year in which Anderson County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of a Park is made under protest or is otherwise in dispute, Anderson County shall not be obligated to pay to Oconee County more than Oconee County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. **Revenue Allocation Within Each County.** Park revenues allocable to Oconee County shall be retained by Oconee County, and Park revenues allocable to Anderson County shall be distributed to the political subdivisions and overlapping tax districts within Anderson County in the manner directed by Anderson County ordinance(s) relating thereto.

8. **Fees-in-Lieu of Taxes and Special Source Bonds or Credits Pursuant to Code of Laws of South Carolina.** It is hereby agreed that Anderson County may enter into any one or more negotiated fee-in-lieu of tax agreements with respect to property within the Park pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, and may issue special source bonds, may make special source payments or grant special source credits as provided in Section 4-1-175, South Carolina Code, 1976, as amended, or any related, successor or comparable statutes, payable in whole or in part from revenues derived by Anderson County pursuant to this Agreement or with respect to property located within the Park, and the terms of such agreements, bonds or credits shall be at the sole discretion of Anderson County.

9. **Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation of the Participating Taxing Entities of each of the Counties, and for the purpose of computing the index of taxpaying ability of any school district of either of the Counties pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to each County shall be identical to the percentage established for the allocation of revenue to such County pursuant to Paragraphs 6 and 7

respectively, subject, however, to the provisions of Section 4-29-68(E) of the Code of Laws of South Carolina, 1976, or any successor legislation.

10. **Records.** The Counties, parties to this Agreement, covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the taxes so imposed, all as such records become available in the normal course of County procedures. It is further agreed that none of the parties shall request such records from any other party more frequently than once annually, absent compelling justification to the contrary.

11. **Additional Provisions.**

(A) The applicable tax credits allowable by Section 12-6-3360 of the Code of Laws of South Carolina, 1976, as amended or any successor statute, will apply to any business enterprise locating in the Park.

(B) Any business enterprise locating in the Park shall pay a fee-in-lieu of ad valorem taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of ad valorem taxes shall be paid to the county treasurer for the County in which the premises is located. That portion of the fees from the Park premises allocated pursuant to the Agreement to Oconee County shall be paid by the Anderson County Treasurer to the Oconee County Treasurer within fifteen (15) days following the end of the Anderson County fiscal year of receipt for distribution, and such distribution shall be made in accordance with the Agreement. Payments shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. Anderson County, acting by and through the county tax collector for the county where the premises is located, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

(C) The administration, development, promotion, and operation of the Park shall be the responsibility of the county in which each premises of the Park is located. Provided, that to the extent any Park premises is owned by a private developer, the developer shall be responsible for development expenses as contained in the Agreement.

(D) In order to avoid any conflict of laws for ordinances between the Counties, the Anderson County ordinances will be the reference for such regulations or laws in connection with the Park premises. Nothing herein shall be taken to supersede any state or federal law or regulation. If any part of the Park is located within a municipality, the municipal ordinances of that municipality shall apply, in lieu of any County ordinances.

(E) The Anderson County Sheriff's Department will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park premises and fire, sewer, water and EMS service will be provided by the service district or other political unit within whose jurisdiction the Park premises are located. If any part of the Park is located within a municipality, the municipal police force will also have jurisdiction to make arrests and exercise police authority and power within the boundaries of the Park premises.

12. **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

13. **Term.** This Agreement shall have a term of twenty-five (25) years from the end of the first full calendar year following execution and delivery hereof by both Counties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS our hands and seals as of the \_\_\_\_\_ of \_\_\_\_\_, 2020.

**ANDERSON COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Rusty Burns  
County Administrator

(SEAL)  
ATTEST:

\_\_\_\_\_  
Lacey Croegaert  
Clerk to Council

WITNESS our hands and seals as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Amanda Brock  
County Administrator  
Oconee County, South Carolina

(SEAL)

ATTEST:

\_\_\_\_\_  
Katie Smith  
Clerk to County Council  
Oconee County, South Carolina

**EXHIBIT "A"**  
**To the Agreement for Development of**  
**Joint County Industrial and Business Park (Friendship Court Park) between**  
**Oconee County and Anderson County**  
**Dated as of \_\_\_\_\_, 2020**  
**(Anderson County Parcels)**

That certain property located at 719 W. Mauldin Street, Anderson, SC, Tax Map Number 123-18-03-001-000, more particularly described as follows:

All those two certain parcels or tracts of land situate, lying and being in the State of South Carolina, County of Anderson, City of Anderson, having frontage on Mauldin Street, West End Avenue, Lee Street, Second Avenue and Third Avenue and being shown on that plat by Farmer & Simpson Engineers dated August 31, 1971 and entitled "Mauldin Street Apt's., Anderson, S. C.", Project No. 054-35076 NP SUP, which plat is of record in the Office of Clerk of Court for Anderson County in [Plat Book 71 at page 294](#). The said two tracts are intersected by and separated by Third Avenue and according to said plat, each tract may be more particularly described as follows:

1. BEGINNING at iron pin at the edge of the right-of-way at the intersection point of Lee Street and Second Avenue on the Northeastern side of such intersection, which iron pin marks the southwestern corner of this tract, thence N 7-29 W 698.1' along the right-of-way of Second Avenue to iron pin corner; thence N 34-31 E 74.7' along the right-of-way at the intersection of Second Avenue and Mauldin Street to iron pin corner; thence N 71-48 E 150.1' along the right-of-way of Mauldin Street to iron pin corner; thence S 7-20 E 778.9' along the right of way of Third Avenue to iron pin corner; thence S 81-43 W 195.5' along the right-of-way of Lee Street to iron pin of beginning corner. The afore-described tract is bound on the south by Lee Street; on the west by Second Avenue; on the north by Mauldin Street and on the east by Third Avenue.
2. BEGINNING at iron pin at the edge of the right-of-way at the intersection point of Lee Street and Third Avenue on the Northeastern side of such intersection, which iron pin marks the southwestern corner of this tract, thence N 7-37 W 502.9' along the right-of-way of Third Avenue to iron pin corner; thence N 77-59 E 79.2' to iron pin corner; thence S 7-33 E 85.8' to iron pin corner; thence N 51-13 E 86.8' to iron pin corner on the right-of-way for West End Avenue; thence S 38-35 E 120.0' along the right-of-way for West End Avenue to iron pin corner; thence S 51-25 W 158.7' to iron pin corner; thence S 7-33 E 70.0' to iron pin corner; thence N 84-48 E 57.3' to iron pin; thence N 84-48 E 52.0' to iron pin corner; thence S 38-35 E 60.0' to iron pin corner; thence N 51-25 E 103.5' to iron pin corner on the right-of-way of West End Avenue; thence S 38-35 E 120.0' along the right-of-way of West End Avenue to iron pin corner; thence S 51-25 W 103.5' to iron pin corner; thence N 38-35 W 44.5' to iron pin corner; thence S 8-40 E 90.5' to iron pin corner on the right-of-way of Lee Street; thence S 81-43 W 258.7' to iron pin of beginning corner. The said tract is bound on the South by Lee Street and property of Wells, on the West by Third Avenue; on the north by property of Nell Townsend Presbyterian Church; on the east by property of Nell Townsend Presbyterian Church, West End Avenue, property of Payne and property of Wells.



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2020-08**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE ARMY / SECRETARY OF THE ARMY FOR A PUBLIC ROAD OR STREET LOCATED ON THE HARTWELL LAKE PROJECT; EASEMENT NO. DACW21-2-20-0049.**

**WHEREAS**, Oconee County, South Carolina (“County”) has need of easement rights as relates to .071 acres (the “Easement Premises”), more or less, of property of the United States of America, Department of the Army, Secretary of the Army (the “Secretary”) for purposes of County road operation, maintenance, and related uses;

**WHEREAS**, the County previously acquired such easement rights by Easement No. DACW21-2-95-1260, which now has, or soon will, expire;

**WHEREAS**, the Secretary has agreed to enter into a new easement agreement, which is attached hereto as Exhibit A, and which is identified as Easement No. DACW21-2-20-0049 (the “Easement”);

**WHEREAS**, the Oconee County Council (“Council”) has reviewed the form of the Easement and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Easement, and Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Easement and all related agreements and documents necessary or incidental thereto.

**NOW, THEREFORE**, it is hereby resolved by the Oconee County Council, in meeting duly assembled, that:

**Section 1. Easement Approved.** The Easement is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Easement in substantially the same form as Exhibit A, attached hereto.

**Section 2. Related Documents and Instruments; Future Acts.** The County Administrator is hereby authorized to negotiate such other documents and instruments which may be necessary or incidental to the Easement and to execute and deliver any such documents and instruments on behalf of the County.

**Section 3. Severability.** Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

**Section 4. General Repeal.** All orders, resolutions, and actions of the Oconee County

Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

**RESOLVED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2020.

**ATTEST:**

\_\_\_\_\_  
Clerk to Oconee County Council  
Katie Smith

\_\_\_\_\_  
Julian Davis, III  
Chair, Oconee County Council

EXHIBIT A

Easement No. DACW21-2-20-0049

**DEPARTMENT OF THE ARMY  
EASEMENT FOR PUBLIC ROAD OR STREET  
LOCATED ON  
HARTWELL LAKE PROJECT  
OCONEE COUNTY, SOUTH CAROLINA**

**THE SECRETARY OF THE ARMY**, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this Easement will be in the public's interest and will not substantially injure the interests of the United States, hereby grants to **OCONEE COUNTY**, South Carolina, duly organized and existing under and by virtue of the laws of the State of South Carolina, hereinafter referred to as the Grantee, a right of way Easement for continued operation and maintenance of Lakefront Road, consisting of 0.071 acres more or less, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified on **EXHIBIT "A"**, hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

**THIS EASEMENT** is granted subject to the following conditions.

**1. TERM**

This Easement is hereby granted for a term of **Fifty (50) years** beginning **November 1, 2020** and ending **October 31, 2070**.

**2. CONSIDERATION**

The consideration for this easement shall be the operation and maintenance of a public road for the benefit of the United States and the general public in accordance with the terms herein set forth.

**3. NOTICES**

All correspondence and notices to be given pursuant to this Easement shall be addressed, if to the Grantee, to 415 South Pine Street, Walhalla, South Carolina and, if to the United States, the Real Estate Contracting Officer, Attention: Chief, Real Estate Division, (Easement No. DACW21-2-20-0049), Savannah District, 100 West Oglethorpe Avenue, Savannah, Georgia, 31401-3604, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives. Any references to "Operations Manager" shall be interpreted to be the Corps of Engineers Operations Manager, Hartwell Lake Project, Georgia and include his/her duly authorized representatives.

**5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Real Estate Contracting Officer, Savannah District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

**6. APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

**7. CONDITION OF PREMISES**

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

**8. INSPECTION AND REPAIRS**

The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

**9. PROTECTION OF GOVERNMENT PROPERTY**

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this Easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

**10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the premises, to manipulate the level of the lake or pool in any manner whatsoever and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**11. RIGHT TO CONNECT**

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of the right-of-way herein granted.

**12. OTHER AGENCY AGREEMENTS**

It is understood that the provisions of the conditions on SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER, SAVANNAH DISTRICT and RIGHT TO ENTER above shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

**13. TERMINATION**

This Easement may be terminated by the Secretary upon 30 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this Easement, or for non-use for a period of two (2) years, or for abandonment.

**14. SOIL AND WATER CONSERVATION**

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this Easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

**15. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this Easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

**16. RECORD OF ENVIRONMENTAL CONSIDERATION**

A Record of Environmental Consideration (REC) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **EXHIBIT "B"**. Upon expiration, revocation or termination of this Easement, another REC shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on RESTORATION.

**17. HISTORIC PRESERVATION**

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

**18. NON-DISCRIMINATION**

a. The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The Grantee, by acceptance of this Easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 195) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Grantee, its agents, successors, transferees, and assignees.

**19. RESTORATION**

On or before the expiration or termination of this Easement, the Grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the Grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

**20. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this Easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. Section 403), Section 404 of the Clean Water Act (33 U.S.C. Section 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

**21. COMPLIANCE WITH EXECUTIVE ORDER (EO) NO. 13658**

(1) Any reference in this section to "prime contractor" or "contractor" shall mean the Grantee and any reference to "contract" shall refer to the Easement.

(a) The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

(b) **Minimum Wages.** (1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in

connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(c) **Withholding.** The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) **Contract Suspension/Contract Termination/Contractor Debarment.** In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government



may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

(g) Payroll Records. (1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s)
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner

discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(n) If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

## **22. COMPLIANCE WITH EXECUTIVE ORDER (EO) NO. 13706**

Any reference in this section to "prime contractor" or "contractor" shall mean the Grantee and any reference to "contract" shall refer to the Easement.

(a) Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

(b) Paid sick leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

(c) **Withholding.** The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

(d) **Contract Suspension/Contract Termination/Contractor Debarment.** In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;

- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
  - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
- (i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.
  - (ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or,
  - (iii) The contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.
- (3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
  - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements

in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

- (iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential

information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

- (i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or
- (iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

(l) Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

### **23. SPECIAL CONDITIONS**

This Easement replaces Easement No. DACW21-2-95-1260 which was granted to Oconee County for a twenty five (25) year term beginning October 31, 1995 and ending October 30, 2070.



THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the ARMY, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Carla J. Buatte  
Savannah District  
Management and Disposal Branch  
Real Estate Contracting Officer

\_\_\_\_\_  
Witness (1)

\_\_\_\_\_  
Witness (2)

STATE OF GEORGIA            )  
  ) ss  
COUNTY OF CHATHAM        )

BEFORE ME a Notary Public, in and for Chatham County, personally appeared Carla J. Buatte, Chief Management and Disposal Branch, Real Estate Division, U.S. Army Engineer District, Savannah, Georgia, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained

GIVEN under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THIS EASEMENT is also executed by the Grantee this \_\_\_\_ day of \_\_\_\_\_, 2020.

**OCONEE COUNTY, SOUTH CAROLINA**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Witness (1)

\_\_\_\_\_  
Witness (2)

STATE OF SOUTH CAROLINA    )  
  ) ss  
COUNTY OF OCONEE            )

**BEFORE ME**, a Notary Public in and for \_\_\_\_\_ County, personally appeared \_\_\_\_\_, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the said instrument by authority of Oconee County, South Carolina, for the purposes therein expressed as the act and deed of the Grantee.

**GIVEN** under my hand and seal, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

My commission expires on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## CERTIFICATE OF AUTHORITY

I \_\_\_\_\_ certify that I am the \_\_\_\_\_  
(name) (title)  
of the Oconee County, that \_\_\_\_\_ who signed the foregoing  
(signator of outgrant)  
instrument on behalf of the grantee was then \_\_\_\_\_ of Oconee County.  
(title of signator of outgrant)  
I further certify that the said officer was acting within the scope of powers delegated to this  
governing body of the grantee in executing said instrument.

### OCONEE COUNTY

Date: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary or  
Appropriate Officer

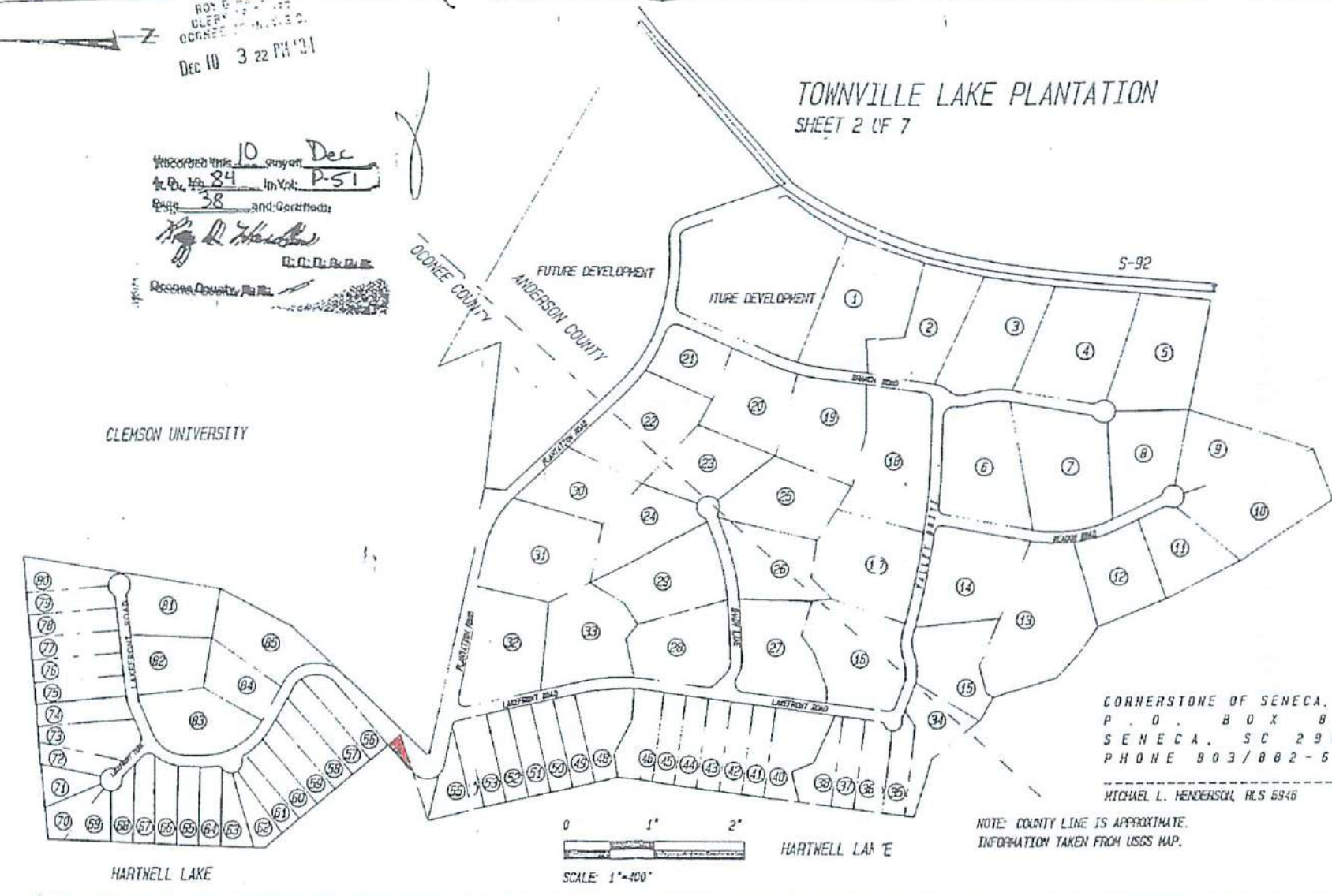
(AFFIX CORPORATE SEAL)

REC'D  
CLERK  
CORRESPONDENCE  
DEC 10 3 22 PM '91

Recorded this 10 day of Dec  
A.C. No. 84 In Vol. P-51  
Page 38 and Gertheds  
*Ray Q. Henderson*  
R.O.D.P.D.  
Seneca County, Pa. Pa.

# TOWNVILLE LAKE PLANTATION

SHEET 2 OF 7



CORNERSTONE OF SENECA, INC  
P. O. BOX 822  
SENECA, SC 29679  
PHONE 803/882-5476  
MICHAEL L. HENDERSON, R.L.S. 6946

NOTE: COUNTY LINE IS APPROXIMATE.  
INFORMATION TAKEN FROM USGS MAP.

0 1' 2'  
SCALE 1"=400'

HARTWELL LAKE

HARTWELL LAKE

CLEMSON UNIVERSITY

DOONEE COUNTY  
ANDERSON COUNTY

EXHIBIT "A" to  
DACW21-2-20-0049

S C GRID NORTH

PLAT # B-1228



3/4" Iron pipe/Corner Number SC 127  
N 130° 56' 16" E  
726.22'

TOWNVILLE LAKE  
PLANTATION  
N/F WARREN BURKHART

United States of America  
Lake Hartwell  
Tract T-2503-2C

783.77'  
S 30° 56' 16" E  
726.22'

3/4" Iron pipe/Corner Number SC 127

Project: Hartwell Lake Date: 09 March 1988  
Location: Oconee County, South Carolina Tract: Portion of Tract T-2503-2  
Owner: United States of America Acres: 0.071

United States of America  
Lake Hartwell  
Tract T-2503-2

5/8" Iron rod w/stop  
5/8" Iron rod w/stop

3/4" Iron pipe/Corner Number SC 127

0.071 Acres  
3089 square feet

All that land situated in the county of Oconee, State of South Carolina, being bounded on the west by the lands of United States of America, hereinafter referred to as the lake, and on the north, east, and south by Warren Burkhart and being more particularly described as follows:

Beginning at a 5/8" iron rod on the property line of the Lake and the land of Warren Burkhart (Townville Lake Plantation), which point as S 30° 56' 16" E 726.22 feet from Lake boundary line corner number SC 127 iron pipe having a coordinate value of N 501950.00 and E 1420534.48, thence along the Lake boundary line, with the land of Warren Burkhart, S 30° 56' 16" E 57.55 feet to a 3/4" iron pipe (corner # SC 131); thence S 73° 08' 47" W 115.87 feet to a 5/8" iron rod, thence through the land of the Lake, N 43° 30' 25" E 136.20 feet to point of beginning, and containing 0.071 acres (3089 square feet), more or less.

The bearings and coordinates show on the above description are based on South Carolina Plane Coordinate System, North Zone.

The land as described is part of the land conveyed by Will M. Parson to the United States of America, being part of Tract T-2503-2.

DESCRIPTION: P/O OF UNITED STATE OF AMERICA TRACT # Y-2503-2. REFERENCE PLAT RECORDED IN PLAT BOOK PAGE RECORDS OF OCONEE COUNTY.

LOCATION: STATE OF SOUTH CAROLINA, COUNTY OF OCONEE, CENTER TOWNSHIP

AREA OF PARCEL: 0.071 AC. ±

DATE: MARCH 9, 1988

PLAT PREPARED FOR:  
WARREN BURKHART

OCONEE COUNTY PLANNING  
COMMISSION

RISK PLAT/PLANT FILE NAME: PCOPR  
FIELD BOOK # PAGE



SCALE: 1"=100'

NO BOLD

LOCATION MAP



CORNERSTONE OF SENECA, INC.  
123 E. N. 1ST ST., PO BOX 822  
SENECA, SC 29679  
PHONE 803/882-6476

MICHAEL L. HENDERSON, RLS 6946 or  
J. ROBERT TUTEN, RLS 11913

I CERTIFY THAT THE RATIO OF PRECISION OF THE UNBALANCE FIELD TRAVERSE IS 1/7500 OR BETTER AND THAT THE AREA WAS DETERMINED BY THE DED METHOD OF AREA CALCULATION. THIS DOCUMENT DOES NOT CONVEY TITLE. PROPERTY SUBJECT TO ANY EASEMENTS ON RECORD.

EXHIBIT "A" to  
DACW21-2-20-0049

**SAVANNAH DISTRICT  
RECORD OF ENVIRONMENTAL CONSIDERATION (REC)**

**Project:** Oconee County, SC, Townville Lake Plantation, Hartwell Project

**Title of Action:** Easement Renewal of Road

It has been determined that the action qualifies for Categorical Exclusion in accordance with ER 200-2-2, dated 4 March 1988, Paragraph 9. k \_\_\_\_\_ and meets the following Screening Criteria:

TRUE	FALSE	
X		This action is not a major Federal Action which has the potential to significantly affect the quality of the human environment.
X		There are minimal or no individual or cumulative effects on the environment as a result of this action.
X		There is no extraordinary conditions associated with this project.
X		This project does not involve the use of unproven technology.
X		This project involves no greater scope or size than is normal for this category of action.
X		There is no potential of an already poor environment being further degraded.
X		This action does not degrade an environment that remains close to its natural pristine condition.
X		There are no threatened or endangered species (or critical habitat), significant archaeological resources, National Registered or National Register eligible historical sites, or other statutorily protected resources.
X		This action will not adversely affect prime or unique agricultural lands, Wetlands, coastal zones, wilderness areas, aquifers, flood plains, wild and scenic reverse, fish and wildlife management lands, wildlife refuges, or other areas of critical environmental concern.

**Prepared by:** GEORGE.ANNA.B.1247 Digitally signed by GEORGE.ANNA.B.1247760560 Date: 2020.06.22 14:39:19 -04'00' 760560 6/22/20  
Environmental Compliance Coordinator Date

**Prepared by:** POUGH.ROOSEVELT.III Digitally signed by POUGH.ROOSEVELT.III.1289158711 Date: 2020.07.14 10:30:12 -04'00' .1289158711 7/14/2020  
District Environmental Compliance Coordinator Date

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 17, 2020

## ITEM TITLE:

**Title:** Change Order # 1 PO 53362

**Department:** Solid Waste

**Amount:** 33,062.00

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2020-2021 budget process.

**Budget:** \$ 33,062.00

**Project Cost:** \$33,062.00

Finance Approval:

**Balance:** 0.00

*Ardale Price*

## BACKGROUND DESCRIPTION:

Smith Gardner has been the On Call Engineering Firm for Oconee County Solid Waste since February 2012 – Beginning with RFQ 11-10 which expired February of 2017. RFP 16-09 was issued and Awarded / Approved by County Council to Smith Gardner, Inc., for Engineering Services for Solid Waste on January 17, 2017.

On December 4, 2018 Council approved the award to Smith Gardner for Engineering Services for Preparations of the DHEC Permit Application Package for expansion of the County's Class Two landfill, in the Amount of \$93,850.05.

DHEC reviewed the Major Permit Modification Application and responded with comments requiring revisions to the engineered construction plans, revisions to the Stormwater plan and responses to numerous comments. This requested change order is for Smith and Gardner to make required changes, respond to DHEC comments and resubmission of documents to DHEC.

It is possible DHEC will respond with additional changes and / or request additional documentation after their review of the response to the current requests, therefore staff is requesting approval for an additional \$20,000.00 to cover any additional expenses, if required, related to DHEC permit 371001-1202.

## ATTACHMENT(S):

1. Smith Gardner Response to DHEC Comments Proposal \$13,062.00

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council

(1) Approve Change Order #1 to PO 53362 in the Amount of \$13,062.00 which brings the purchase order total to \$106,912.05

(2) Authorize the County Administrator to approve additional changes and / or additional documentation required after DHEC review up to \$20,000.00.

Submitted or Prepared By: *Tronda Popham*  
Tronda Popham, Procurement Director

Approved for Submittal to Council: *Amanda F. Brock*  
Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

**SMITH GARDNER**

ADDRESS TEL WEB  
14 N. Boylan Avenue, Raleigh, NC 27603 919.826.0577 www.smithgardner.com

October 1, 2020

Mr. Swain Still  
Solid Waste Director  
Oconee County  
P.O. Box 1766  
Seneca, South Carolina 29679

**RE: Proposal for Responses to DHEC Comments  
Permit Application Package for Class Two Landfill Expansion (Permit No. 371001-1202)  
Oconee County**

Dear Mr. Still:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for engineering and environmental services to be performed by S+G related to the proposed expansion of the County's Class Two landfill (Solid Waste Permit Number 371001-1202) located off Wells Highway in Seneca, South Carolina. Specifically, this proposal is for responding to comments generated by the South Carolina Department of Health and Environmental Control (DHEC) following their review of the Major Permit Modification Application<sup>1</sup> prepared by S+G for expansion of the County's Class Two landfill. The DHEC comments were provided to S+G in a letter dated August 25, 2020.

The following presents our proposed scope of services and budget to respond to the DHEC comments.

### **SCOPE OF SERVICES**

**Engineering Plans and Report:** S+G will revise the engineering plans and engineering report to address comments in the DHEC letter. Revised drawings and the engineering report will be prepared for submittal to the DHEC for their review.

**Stormwater Plan:** S+G will revise the stormwater plan included in the permit application to address the specific comments generated by the DHEC stormwater group and included in the DHEC comments letter. The revisions to the plan will include generation of additional calculations and drawings along with a Comprehensive Stormwater Pollution Prevention Plan (C-SWPPP). The revised stormwater plan and associated documents will be submitted to the DHEC for their review.

---

<sup>1</sup> Major Permit Modification Application, Class Two Landfill (Permit #371001-1202), Seneca, South Carolina, prepared by Smith Gardner, Inc., dated November 26, 2019



Mr. Swain Still  
October 1, 2020


**BUDGET**

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed budget amount of \$13,062.00 as itemized in the table below.

Personnel/Item	Labor Rate	Anticipated Hours	Expenses	Estimated Total
<i>Responses to DHEC Comments</i>				
Project Manager	\$142.00	4		\$568.00
Senior Engineer	\$205.00	2		\$410.00
Project Engineer	\$110.00	80		\$8,800.00
Senior Civil Designer	\$116.00	24	\$500.00	\$3,284.00
<b>TOTAL</b>				<b>\$13,062.00</b>

Smith Gardner, Inc. is pleased to be of continued service to Oconee County. If you should have any questions, or require additional information, please contact us at your earliest convenience.

Sincerely,  
**SMITH GARDNER, INC.**

DocuSigned by  
  
C. Kevin Anderson, P.G.  
Senior Geologist  
[kevin@smithgardnerinc.com](mailto:kevin@smithgardnerinc.com)

DocuSigned by  
  
Stacey A. Smith, P.E.  
Senior Engineer  
[stacey@smithgardnerinc.com](mailto:stacey@smithgardnerinc.com)

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 17, 2020

## ITEM TITLE:

Procurement #: Change Order #2 PO 54032

Department: Economic Development

Amount: \$55,214.28

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2019-2020 budget process.

Finance Approval:

*Audate Price*

Economic Development Fund - Budget: \$55,214.28

Project Cost: \$55,214.28

Balance: \$0.00

## BACKGROUND DESCRIPTION:

On June 2, 2020 Council Approved the Award of ITB 19-09 Seneca Rail Park Infrastructure to Cedar Farms & Construction, Inc in the amount of \$627,351.25 (Construction \$570,319.32 and 10% Contingency \$57,031.93). During construction an additional 350 CY of trench rock removal was required and resulted in Change Order #1. Change Order # 1 was in the amount of \$ 56,525.00 and was covered by the approved contingency.

We are requesting Council Approval for Change Order #2 which is a result of changes and additions required to complete the project. These changes are for

Additional 45ft of 10-inch DIP gravity sewer	\$ 5,509.35
Reduction for three 12in gate valves	(\$8,000.25)
Addition of three 8in gate valves	\$ 5,600.25
Additional 325.77 CY trench rock removal	\$52,611.86
Remaining Contingency	(\$ 506.93)
Total for Change Order #2	\$55,214.28

The Seneca Rail Park Infrastructure Project consists of: connection to existing 12-in water main; Construction of 384-LF of new 12-inch water main including steel cased bore under Shiloh Road and Railroad; Construction of 2,680-LF of 10-inch gravity sewer including ten (10) manholes; Connect gravity sewer to existing OJRSA manhole. All associated work required to install the above-described infrastructure.

## SPECIAL CONSIDERATIONS OR CONCERNS:

An Award approval from South Carolina Rural Infrastructure Authority, Grant # S-19-2048 was received May 28, 2020. Oconee County EDC funds, acct# 315-707-50830-00000, are sufficient to cover the documented overage for change order #2. Additionally, the Rural Infrastructure Authority has completed its review of the recently submitted change orders and found them to be satisfactory.

## ATTACHMENT(S):

1. Change Order No # 2

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

- 1) Approve Change Order # 2 PO # 54032 in the Amount of \$55,214.28 making the total purchase order amount \$ 682,565.53.

Submitted or Prepared By: *Tronda C. Popham*  
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: *Amanda F. Brock*  
Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

<b>Date of issuance:</b> 11/2/2020	<b>Effective Date:</b> 11/2/2020
<b>Owner:</b> Oconee County	<b>Owner's Contract No.:</b> ITB19-19
<b>Contractor:</b> Cedar Farms & Construction, Inc.	<b>Contractor's Project No.:</b>
<b>Engineer:</b> Goodwyn Mills & Cawood	<b>Engineer's Project No.:</b> CGRE190009
<b>Project:</b> Seneca Rail Park Infrastructure	<b>Contract Name:</b> Seneca Rail Park Infrastructure

The Contract is modified as follows upon execution of this Change Order:

**Description:**

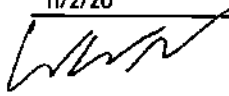
- Additional 45 feet of 10-inch DIP (P401) gravity sewer due to final field measurements of actual installed lengths.
  - Contract addition of \$5,509.35
- Removal of three (3) 12-inch gate valves due to field adjustments at water tie in location
  - Contract reduction of (\$8,000.25)
- Addition of three (3) 8-inch gate valves due to field adjustments at water tie in location
  - Contract addition of \$5,600.25
- Additional trench rock removal quantity of 325.77 CY at the bid unit rate of \$161.50.
  - Contract addition of \$52,611.86
- Reduction of all remaining available contract Contingency of (\$506.93).
- NET CHANGE IN CONTRACT VALUE = \$55,214.28

**Attachments:**

- 1) Updated Schedule of Values
- 2) Trench rock measurements and quantity summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:  \$ <u>627,351.25</u> (\$570,319.32 base bid + \$57,031.93 contingency)	Original Contract Times: Substantial Completion: <u>180 days</u> Ready for Final Payment: <u>01/04/2021</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>01</u> to No. <u>01</u> : \$0.00	[Increase] [Decrease] from previously approved Change Orders No. <u>  </u> to No. <u>  </u> : NA
Contract Price prior to this Change Order:  \$ <u>627,351.25</u> (\$626,844.32 + \$506.93 contingency)	Contract Times prior to this Change Order: Substantial Completion: <u>180 days</u> Ready for Final Payment: <u>01/04/2021</u>
[Increase] of this Change Order:  \$ <u>55,214.28</u>	[Increase] [Decrease] of this Change Order: NA
Contract Price incorporating this Change Order:  \$ <u>682,565.53</u> (\$682,565.53 + \$0.00 Contingency)	Contract Times with all approved Change Orders: Substantial Completion: <u>180 days</u> Ready for Final Payment: <u>01/04/2021</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Will Nading, PE</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____
Date: <u>11/2/20</u>	Date: _____	Date: _____



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## Schedule of Values

For (Contract):		Seneca Rail Park Infrastructure						
Revised:		Per Change Order 02						
Item		Contract Information						
Bid Item No.	Description	Item Quantity after CO-01	Revised Item Quantity	Units	Unit Price	Contract Value of Item following CO-01 (\$)	Revised Value of Item (\$)	Change in Contract Value of Item (\$)
1	Mobilization (3%)	1	1	LS	\$18,000.00	18,000.00	18,000.00	\$ -
2	WASTEWATER							\$ -
2.1	Connection to Existing Manhole	1	1	EA	\$1,035.00	\$1,035.00	\$1,035.00	\$ -
2.2	10-inch PVC, fittings & appurtenances	2080	2080	LF	\$86.05	\$178,984.00	\$178,984.00	\$ -
2.3	10-INCH DIP (P401) fittings & appurtenances	548	<b>593</b>	LF	\$122.43	\$67,091.64	\$72,600.99	<b>\$5,509.35</b>
2.4	18-inch Steel Cased Bore & carrier pipe	50	50	LF	\$682.39	\$34,119.50	\$34,119.50	\$ -
2.5	48-inch Manhole (all depths)	10	10	EA	\$3,247.00	\$32,470.00	\$32,470.00	\$ -
2.6	Trench Plug	2	2	EA	\$1,035.00	\$2,070.00	\$2,070.00	\$ -
3	WATER							\$ -
3.1	Connection to Existing Water Line	1	1	EA	\$5,210.00	\$5,210.00	\$5,210.00	\$ -
3.2	Blow-Off Assembly	1	1	EA	\$1,249.00	\$1,249.00	\$1,249.00	\$ -
3.3	12-Inch DIP, fittings & appurtenances	154	154	LF	\$89.92	\$13,847.68	\$13,847.68	\$ -
3.4	12-inch Gate Valve	6	<b>3</b>	EA	\$2,666.75	\$16,000.50	<b>\$8,000.25</b>	<b>-\$8,000.25</b>
3.4a	8-inch Gate Valve	0	<b>3</b>	EA	\$1,866.75	\$ -	<b>\$5,600.25</b>	<b>\$5,600.25</b>
3.5	20-inch Steel Cased Bore & Carrier pipe	230	230	LF	\$464.20	\$106,766.00	\$106,766.00	\$ -
4	SITE WORK							\$ -
4.1	Clearing & Grubbing	1	1	LS	\$25,700.00	\$25,700.00	\$25,700.00	\$ -
4.2	Trench Rock Excavation	500	<b>\$25.77</b>	CY	\$161.50	\$80,750.00	<b>\$133,361.86</b>	<b>\$52,611.86</b>
4.3	Sediment & Erosion Control	1	1	LS	\$39,805.00	\$39,805.00	\$39,805.00	\$ -
4.4	Seeding & Site Restoration	1	1	LS	\$3,746.00	\$3,746.00	\$3,746.00	\$ -
	Owner Controlled Contingency					\$506.93	\$ -	<b>-\$506.93</b>
	<b>Totals</b>					<b>\$627,351.25</b>	<b>\$682,565.53</b>	<b>\$55,214.28</b>

Seneca Rail Park Infrastructure  
Trench Rock Excavation Quantities  
As measured in the field and confirmed by Engineer  
(calculation and quantities revised 10.27.20)



Station	Contractor Reported Rock Thickness (ft)	Distance for Calculation (ft)	Width (ft) 18" either side of pipe, per specs	Depth used for calculation (ft)	Volume of Rock (ft <sup>3</sup> )	Volume of Rock (CY)	Cumulative Rock Volume (CY)
0+00	0	--	3.83	--	0.0	0	0
1+63	0	163	3.83	0	0.0	0	0
1+77	3	14	3.83	1.5	80.4	2.98	2.98
1+91	5	14	3.83	4	214.5	7.94	10.92
2+05	5.5	14	3.83	5.25	281.5	10.43	21.35
2+19	5.5	14	3.83	5.5	294.9	10.92	32.27
2+33	6	14	3.83	5.75	308.3	11.42	43.69
2+47	6	14	3.83	6	321.7	11.92	55.61
2+61	6.5	14	3.83	6.25	335.1	12.41	68.02
2+75	5	14	3.83	5.75	308.3	11.42	79.44
2+89	7.5	14	3.83	6.25	335.1	12.41	91.85
3+03	6	14	3.83	6.75	361.9	13.41	105.25
3+17	6	14	3.83	6	321.7	11.92	117.17
3+31	4.5	14	3.83	5.25	281.5	10.43	127.60
3+45	4	14	3.83	4.25	227.9	8.44	136.04
3+59	3	14	3.83	3.5	187.7	6.95	142.99
3+73	3	14	3.83	3	160.9	5.96	148.94
3+87	3	14	3.83	3	160.9	5.96	154.90
4+01	2.5	14	3.83	2.75	147.5	5.46	160.36
4+15	1	14	3.83	1.75	93.8	3.48	163.84
4+29	0	14	3.83	0.5	26.8	0.99	164.83
4+43	1	14	3.83	0.5	26.8	0.99	165.82
4+57	2	14	3.83	1.5	80.4	2.98	168.80
4+71	4.5	14	3.83	3.25	174.3	6.45	175.26
4+85	8.5	14	3.83	6.5	348.5	12.91	188.17
4+99	10	14	3.83	9.25	496.0	18.37	206.54
5+13	14	14	3.83	12	643.4	23.83	230.37
5+27	10.5	14	3.83	12.25	656.8	24.33	254.70
5+44	14	17	3.83	12.25	797.6	29.54	284.24
5+55	14	11	3.83	14	589.8	21.85	306.08
5+69	12	14	3.83	13	697.1	25.82	331.90
5+83	11.5	14	3.83	11.75	630.0	23.33	355.23
5+97	11	14	3.83	11.25	603.2	22.34	377.57
6+11	11.5	14	3.83	11.25	603.2	22.34	399.92
6+25	11.5	14	3.83	11.5	616.6	22.84	422.75
6+39	11.5	14	3.83	11.5	616.6	22.84	445.59
6+53	11.5	14	3.83	11.5	616.6	22.84	468.43
6+67	12	14	3.83	11.75	630.0	23.33	491.76
6+81	13	14	3.83	12.5	670.3	24.82	516.59
6+95	13	14	3.83	13	697.1	25.82	542.41
7+09	13	14	3.83	13	697.1	25.82	568.22
7+23	13	14	3.83	13	697.1	25.82	594.04
7+37	12	14	3.83	12.5	670.3	24.82	618.86
7+51	12	14	3.83	12	643.4	23.83	642.70
7+65	10	14	3.83	11	589.8	21.85	664.54
7+79	8	14	3.83	9	482.6	17.87	682.41
7+93	8	14	3.83	8	429.0	15.89	698.30
8+07	8	14	3.83	8	429.0	15.89	714.19
8+14	0	14	3.83	4	214.5	7.94	722.13
10+92	0	278	3.83	0	0.0	0.00	722.13
11+06	2	14	3.83	1	53.6	1.99	724.12
11+20	2.5	14	3.83	2.25	120.6	4.47	728.59
11+34	2	14	3.83	2.25	120.6	4.47	733.05
11+48	1	14	3.83	1.5	80.4	2.98	736.03
11+62	0	14	3.83	0.5	26.8	0.99	737.03
17+26	0	564	3.83	0	0.0	0.00	737.03
17+40	1	14	3.83	0.5	26.8	0.99	738.02
17+54	1.5	14	3.83	1.25	67.0	2.48	740.50
17+68	3	14	3.83	2.25	120.6	4.47	744.97
17+82	3	14	3.83	3	160.9	5.96	750.93
17+92	4	10	3.83	3.5	134.1	4.96	755.89
18+10	4	18	3.83	4	275.8	10.21	766.11
18+24	5	14	3.83	4.5	241.3	8.94	775.04
18+38	4	14	3.83	4.5	241.3	8.94	783.98
18+52	4	14	3.83	4	214.5	7.94	791.92
18+66	4	14	3.83	4	214.5	7.94	799.87

Seneca Rail Park Infrastructure  
Trench Rock Excavation Quantities  
As measured in the field and confirmed by Engineer  
(calculation and quantities revised 10.27.20)



Station	Contractor Reported Rock Thickness (ft)	Distance for Calculation (ft)	Width (ft) 18" either side of pipe, per specs	Depth used for calculation (ft)	Volume of Rock (ft <sup>3</sup> )	Volume of Rock (CY)	Cumulative Rock Volume (CY)
18+80	0	14	3.83	2	107.2	3.97	803.84
23+42	0	462	3.83	0	0.0	0.00	803.84
23+56	2	14	3.83	1	53.6	1.99	805.82
23+70	2	14	3.83	2	107.2	3.97	809.80
23+84	3	14	3.83	2.5	134.1	4.96	814.76
23+98	3	14	3.83	3	160.9	5.96	820.72
24+12	2	14	3.83	2.5	134.1	4.96	825.68
24+26	2	14	3.83	2	107.2	3.97	829.66
26+80	0	254	3.83	0	0.0	0.00	829.66

Total Calculated Rock by GMC                    829.7  
Contractor Requested Rock Quantity Compensation    825.8    OK

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 17, 2020

## ITEM TITLE:

**Title: John Deere 1050K Crawler Dozer with Trash Rack**

**Department: Solid Waste**

**Amount: \$627,401.50**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2020-2021 budget process.

Finance Approval: Sadale Price

Budget: **\$627,401.50** Project Cost: **\$627,401.50**

Balance: **\$ 0.00**

(See description of lease purchase option discussed below.)

## BACKGROUND DESCRIPTION:

This purchase is for a 2018 John Deere 1050K Crawler Dozer. Due to the landfill going vertical, pushing waste uphill is very tenuous and stressful on landfill compactors. Landfill compactors are designed to spread and compact waste but not push waste uphill or for long distances. Over the past several years the landfill has started receiving extreme amounts of waste, much of which is large bulky waste such as tree stumps. The dozer is designed to push very heavy loads and will extend the life of compactor.

## SPECIAL CONSIDERATIONS OR CONCERNS:

Pricing for this purchase is from Sourcewell national purchasing cooperative, contract number 032119-JDC for John Deere equipment. Sourcewell contracts are bid and awarded on a national level and allow governmental agencies to purchase from the awarded contracts, insuring enhanced competitive procurement.

This Sourcewell contract allows government agencies to purchase directly from the manufacturer or an authorized dealer. Flint Equipment Company, of Simpsonville, SC, is an Authorized Dealer for John Deere.

Solid Waste is currently renting this piece of equipment and Flint Equipment is allowing the amount paid (\$70,000.00) for the rental to be applied to the purchase.

John Deere Financial has offered the option to lease this equipment at a 1.45% interest rate. John Deere Financial will lease the equipment and Flint Equipment Company will service the equipment for any warranty work required. There will be two payments to John Deere Financial and a \$1.05 buyout at the end of the lease. The payments will be as follows:

Payment 1: \$313,700.23 due on November 15, 2021

Payment 2: \$313,700.23 due on November 15, 2022

Buy Out : \$ 1.05 due on November 15, 2022

## ATTACHMENT(S):

1. Flint Equipment Company Quote with Sourcewell Pricing, contract # 032119-JDC
2. Pricing Breakdown
3. John Deere Financial Lease Purchase Agreement

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*A calendar with due dates marked may be obtained from the Clerk to Council.*



**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council;

1. Approve the lease purchase of a 2018 John Deere 1050K Crawler Dozer from John Deere Financial in the amount of \$627,401.50; which includes equipment price (\$579,176.40), sales tax (\$35,513.29) and interest (\$12,711.81).
2. Authorize the County Administrator to execute the Lease Purchase Agreement in substantially the same form as attached hereto (or with such material changes as benefit the County, upon advice of the County Attorney), along with such other documents necessary to effect this purchase.

Submitted or Prepared By: Tronda C. Popham by  
Tronda C. Popham, Procurement Director

Katie M. Brown

Approved for Submittal to Council: Amanda F. Brock  
Amanda F. Brock, County Administrator

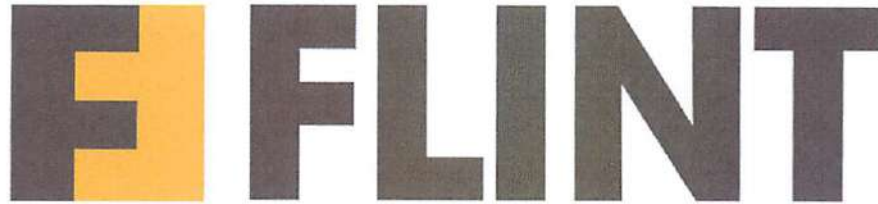
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*A calendar with due dates marked may be obtained from the Clerk to Council.*

Quote Id: 22119983

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Prepared For:  
**OCONEE COUNTY**



Prepared By: **COLBY HYDUKE**

Flint Equipment Company  
116 Corporate Drive  
Simpsonville, SC 29681

Tel: 864-963-5835  
Fax: 864-963-7405  
Email: [chyduke@flintequipco.com](mailto:chyduke@flintequipco.com)

**Quote Summary**

**Prepared For:**  
 OCONEE COUNTY  
 415 S PINE ST  
 WALHALLA, SC 29691  
 Business: 638-4141

**Sourcewell Contract # 032119-JDC**

**Prepared By:**  
 COLBY HYDUKE  
 Flint Equipment Company  
 116 Corporate Drive  
 Simpsonville, SC 29681  
 Phone: 864-963-5835  
 chyduke@flintequipco.com

**Quote Id:** 22119983  
**Created On:** 12 June 2020  
**Last Modified On:** 04 November 2020  
**Expiration Date:** 31 July 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2018 JOHN DEERE 1050K CRAWLER DOZER - 1T01050KVJF327275	\$ 883,270.98	\$ 595,826.40 X	1 =	\$ 595,826.40
John Deere Preventative Maintenance-UU Plan		\$ 53,318.00 X	1 =	\$ 53,318.00
John Deere Extended Warranty-5YR/ 5000 HR COMP		\$ 0.00 X	1 =	\$ 0.00
<b>Sub Total</b>				<b>\$ 649,144.40</b>
<b>Equipment Total</b>				<b>\$ 649,144.40</b>

**Quote Summary**

Equipment Total	\$ 649,144.40
SubTotal	\$ 649,144.40
Sales Tax	\$
Total	\$ 649,144.40
Down Payment	(0.00)
Rental Applied	(70,000.00)
<b>Balance Due</b>	<b>\$ 579,144.40</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

Quote Id: 22119983

Customer: OCONEE COUNTY FINANCE DIRECTOR

## 2018 JOHN DEERE 1050K CRAWLER DOZER - 1T01050KVJF327275

Hours: 135  
 Stock Number: 0101F632826

**Suggested List**

\$ 883,270.98

**Selling Price**

\$ 595,826.40

Code	Description	Qty	Unit	Extended
2430T	1050K PRODUCTION CRAWLER	1	\$ 722,577.00	\$ 722,577.00
<b>Standard Options - Per Unit</b>				
170C	JDLINK ULTIMATE 5 YEARS	1	\$ 0.00	\$ 0.00
0940	ENGINE FT4	1	\$ 21,044.00	\$ 21,044.00
1040	STANDARD TRACK OUTSIDE DZR	1	\$ 0.00	\$ 0.00
2575	NOT TOPCON READY	1	\$ 0.00	\$ 0.00
2605	ENGLISH OPERATOR MANUAL	1	\$ 0.01	\$ 0.01
2775	NO TOPCON RADIO INSTALLATION	1	\$ 0.00	\$ 0.00
4502	24" ES W/46 LUBE CHAIN	1	\$ 7,878.00	\$ 7,878.00
5885	AIR SUSP CLOTH SEAT	1	\$ 0.00	\$ 0.00
7050	156"S-U BLADE W/RR&WP	1	\$ 25,072.00	\$ 25,072.00
7780	4 SP VALVE - OSD W/DUAL AUX	1	\$ 4,436.00	\$ 4,436.00
8010	GREASE,OIL,FUEL&COOLANT	1	\$ 0.00	\$ 0.00
9015	ETHER COLD START AID	1	\$ 343.00	\$ 343.00
9035	POWER PITCH	1	\$ 15,177.00	\$ 15,177.00
9060	FUEL LINE & FITTING SEV DUTY	1	\$ 531.00	\$ 531.00
9065	CHROME EXHAUST	1	\$ 136.00	\$ 136.00
9075	QUICK SERVICE	1	\$ 508.00	\$ 508.00
9085	FAST FUEL	1	\$ 2,153.00	\$ 2,153.00
9185	SINGLE SHANK RIPPER	1	\$ 42,541.00	\$ 42,541.00
9186	HYDRAULIC PIN PULLER	1	\$ 1,577.00	\$ 1,577.00
9335	HVAC POWERED PRECLEANER	1	\$ 1,030.00	\$ 1,030.00
9501	XM SATELITE RADIO	1	\$ 1,095.00	\$ 1,095.00
9530	ENGINE COOLANT HEATER-120 V	1	\$ 141.00	\$ 141.00
<b>Standard Options Total</b>				<b>\$ 123,662.01</b>
<b>Service Agreements</b>				
John Deere Preventative Maintenance - UU Plan		1	\$ 53,318.00	\$ 53,318.00
John Deere Extended Warranty - 5YR/5000 HR COMP		1	\$ 0.00	\$ 0.00
<b>Service Agreements Total</b>				<b>\$ 53,318.00</b>
<b>Other Charges</b>				
48Mo/3000 Hr Comp Warranty		1	\$ 17,503.00	\$ 17,503.00
Trash Rack		1	\$ 19,528.97	\$ 19,528.97
<b>Other Charges Total</b>				<b>\$ 37,031.97</b>
<b>Suggested Price</b>				<b>\$ 936,588.98</b>

# Selling Equipment

**Quote Id:** 22119983

**Customer:** OCONEE COUNTY FINANCE DIRECTOR

Customer Discounts		
<b>Customer Discounts Total</b>	<b>\$ -287,444.58</b>	<b>\$ -287,444.58</b>
<b>Total Selling Price</b>		<b>\$ 649,144.40</b>

**Original Factory Build Codes**

Code	Description
0940	ENGINE FT4
1040	STANDARD TRACK OUTSIDE DZR
170C	JDLINK ULTIMATE 5 YEARS
2575	NOT TOPCON READY
2605	ENGLISH OPERATOR MANUAL
2775	NO TOPCON RADIO INSTALLATION
4502	24
5885	AIR SUSP CLOTH SEAT
7050	156
7780	4 SP VALVE - OSD W/DUAL AUX
8010	GREASE,OIL,FUEL&COOLANT
9015	ETHER COLD START AID
9035	POWER PITCH
9060	FUEL LINE & FITTING SEV DUTY
9065	CHROME EXHAUST
9075	QUICK SERVICE
9085	FAST FUEL
9185	SINGLE SHANK RIPPER
9186	HYDRAULIC PIN PULLER
9335	HVAC POWERED PRECLEANER
9501	XM SATELITE RADIO
9530	ENGINE COOLANT HEATER-120 V

**Warranty Coverage**

Warranty Type	Coverage Term	Expiration Date	Days Remaining
BASIC WARRANTY	BASIC 12M	31-Dec-2020	57
FACTORY UNDERCARRIAGE	FACTORY U/C 36M/4000 H	30-Dec-2022	786
STRUCTURALL	STRUCTURAL 36M/10000H	30-Dec-2022	786
EXTENDED WARRANTY (COMPREHENSIVE)	EXT FULL W/ DIAG 48 M/3000 H D200	30-Dec-2023	1151
EMISSIONS WARRANTY	EMISSION 60M/3000H	31-Dec-2024	1518



### Extended Warranty Proposal

**2018 JOHN DEERE 1050K CRAWLER DOZER**

Date : November 4, 2020

Machine/Use Information		Plan Description	Price	
Manufacturer	JOHN DEERE	Application	Deductible	
Equipment Type	1050K PRODUCTION CRAWLER	Coverage	List	\$ 0.00
Model	1050K PRODUCTION CRAWLER	Total Months		
Country	US	Total Hours		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

I ACCEPT the Extended Warranty

I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note :** This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

**What Extended Warranty is :**

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

**What Extended Warranty is not :**

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

**Features/Benefits:**

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

**2018 JOHN DEERE 1050K CRAWLER DOZER**

Date: November 4, 2020

Machine/Use Information		Plan Description	Price	
Manufacturer	JOHN DEERE	Application	Deductible	
	1050K			
Equipment Type	PRODUCTION CRAWLER	Coverage	List	\$ 53,318.00
	1050K			
Model	PRODUCTION CRAWLER	Total Months		
Country	US	Total Hours		

John Deere Preventative Maintenance Proposal Prepared for:

I have been offered this Preventative Maintenance agreement and

-----  
Customer Name - Please Print

I ACCEPT John Deere Preventative Maintenance

-----  
Customer Signature

I DECLINE John Deere Preventative Maintenance

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note** :This is not a contract. For specific John Deere Preventative Maintenance coverage terms and conditions, please refer to the actual John Deere Preventative Maintenance contract for more information and the terms, conditions and limitations of the agreement.

	Manufacturer List Price	Sourcewell Discount Rate	Discount Amount	Sales Price
John Deere Suggested Manufacture List Price per Sourcewell Contract #032119-JDC	\$726,190.00			
Additional Discount	\$3,613.00			
John Deere150K - Flint List Price Before Discounts	\$722,577.00	33.000%	\$238,450.41	\$484,126.59
Added Options				
Engine FT	\$21,044.00			
English Operator Manual	\$0.01			
24" ES W/46 Lube Chain	\$7,878.00			
156" S-U Blade w/RR&WP	\$25,072.00			
4 SP valve - OSD w/Dual Aux	\$4,436.00			
Ether Cold Start Aid	\$343.00			
Power Pitch	\$15,177.00			
Fuel Line & Fitting Sev Duty	\$531.00			
Chrome Exhaust	\$136.00			
Quick Service	\$508.00			
Fast Fuel	\$2,153.00			
Single Shank Ripper	\$42,541.00			
Hydraulic Pin Puller	\$1,577.00			
HVAC Powered Precleaner	\$1,030.00			
XM Satelite Radio	\$1,095.00			
Engine Coolant Heater - 120 V	\$141.00			
	\$123,662.01	33.000%	\$40,808.46	\$82,853.55
Other Charges				
John Deere Extended Warranty - 5YR / 5000 HR Comp	\$17,503.00	0.000%	\$0.00	\$17,503.00
Trash Rack	\$19,528.97	33.000%	\$6,444.56	\$13,084.41
	\$883,270.98			\$30,587.41
Maintenance - UU Plan	\$53,318.00			\$53,318.00
Total Manufacturer List Price w/ added Options	\$936,588.98		Total Crawler Dozer with added Options	\$650,885.55
Rent Paid				-\$70,000.00
			Sub-Total	\$580,885.55
Additional Dealer Discount				\$1,741.15
				\$579,144.40
			John Deere Processing Fee	\$32.00
			Final Total	\$579,176.40

Leasing at 1.45% Breakdown	Principal	Interest	Sales Tax	Total
Payment 1 Due November 15, 2021	287,489.50	8,454.11	17,756.62	313,700.23
Payment 2 Dye November 15, 2022	291,685.91	4,257.70	17,756.62	313,700.23
Buy Out Due November 15, 2022	0.99		0.06	1.05
Total Lease and Buy Out	579,176.40	12,711.81	35,513.29	627,401.50





**LEASE PURCHASE AGREEMENT**

<b>LESSEE'S NAME AND PHYSICAL ADDRESS</b>			
OCONEE COUNTY 415 S PINE ST WALHALLA, SC 29691-2145	LESSEE'S TAX ID NUMBER **,*0391	LESSEE'S PHONE NO. 864-638-4141	TYPE OF BUSINESS County Government
LESSEE RESIDES IN (County/State) OCONEE, SC		LESSEE AGREES TO KEEP GOODS IN (County/State) See Equipment Location and County for each Item of Equipment below	
NAME AND TITLE OF SIGNING OFFICER AMANDA BROCK - COUNTY ADMINISTRATOR			

<b>LESSOR'S NAME AND ADDRESS</b>		PHONE NUMBER
Deere Credit, Inc. P.O. Box 6600 Johnston, IA 50131-2945		800-828-8297

This Lease Purchase Agreement, ("Lease Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your").

Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Lease Agreement.

<b>EQUIPMENT LEASED</b>					
Year	Manufacturer	Equipment Description	Equipment Location	County	Outside City Limits
2018	JOHN DEERE	1050K PRODUCTION CRAWLER	WALHALLA, SC	OCONEE	No
ADDITIONAL DETAILS CAB / AC					
Product ID	Engine Hour Meter	Asset Level Payment*	Selling Price		
1T01050KVJF327275	1	\$295,943.61	5595,826.40		

\*Asset Level Payments may not include applicable sales taxes. For purposes of this Lease Agreement, "Lease Payments" means the Lease Payment as identified below.

<b>LEASE PAYMENTS</b>				
LEASE TERM START DATE: November 15, 2020 LEASE TERM END DATE: November 15, 2022				
<i>The first Lease Payment Due Date is November 15, 2021 and each successive Lease Payment is due on the same day of the Year thereafter, (the "Billing Period"), unless otherwise provided below</i>				
NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	LEASE PAYMENT	DUE DATE
2	\$295,943.61	\$17,756.62	\$313,700.23	November 15, 2021

**Amortization Schedule**

<b>Nominal Annual Rate</b>		1.45%			
Payment Number	Date	Lease Payment	Interest	Principal	Principal Balance
1	November 15, 2021	\$295,943.61	\$8,454.11	\$287,489.50	\$291,686.90
2	November 15, 2022	\$295,943.61	\$4,257.70	\$291,685.91	\$0.99

**THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE**

DOC7001	Settlement Nbr: 13242610	Equipment Type: Construction & Forestry Commercial	Application ID: 13242610	Version Number: 9	11/10/2020 09:53 AM	Page 1 of 4
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## TERMS AND CONDITIONS

- 1. Lease Term; Payments.** You agree to lease from us the Equipment described in this Lease Agreement for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized in this Lease Agreement and all replacements, parts and repairs to the Equipment shall form part of the Equipment. This Lease Agreement is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit the Lease Payments indicated above each Billing Period and all other amounts (including applicable sales, use and property taxes) when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 4.000% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.
- 2. Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Lease Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease Agreement in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.
- 3. Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for taxes paid by you.
- 4. Ownership; Missing Information.** You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease Agreement and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on this Lease Agreement, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds.
- 5. Equipment Maintenance, Operation and Use.** You agree to (a) not move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (iii) insurance policy terms and requirements; (c) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install or use any accessory or device on the Equipment which may damage or otherwise negatively affects the value, manufacturer warranty coverage, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (e) remove any non-financed accessory or device which is not otherwise prohibited under subsection (d) above before lease expiration or earlier termination, without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.
- 6. Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made part of this Lease Agreement), naming Deere Credit, Inc. (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days prior written notice before any cancellation of, or material change to, the policy.  
Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (a) protect your interests; or (b) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Lease Agreement. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.
- 7. Loss or Damage.** Until the Equipment is returned to us in satisfactory condition you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Lease Agreement will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, the Principal Balance, as determined by us of the day before such Event of Loss occurred. Upon receipt of the Principal Balance, we will transfer to you (or the insurance company) all of our rights, title and interest in such Item(s) of Equipment (each, an "Item of Equipment") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.  
All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us. "Discount Rate" shall mean the Internal Rate of Return minus two percentage points (2%).

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7001

Settlement Nbr: 13242610

Equipment Type: Construction & Forestry Commercial

Application ID: 13242610

Version Number: 9

11/10/2020 09:53 AM

Page 2 of 4

Revision Date: 20 September 2020



8. **Return of Equipment.** If this Lease Agreement is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Lease Agreement you agree to return all Equipment to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted.

9. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of this Lease Agreement and fail to cure such breach within 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under this Lease Agreement.

10. **Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default (b) declare any other agreements between you and us (or any of our affiliates) in default; (c) terminate any of your rights (but none of your obligations) under this Lease Agreement and any other agreement between you and us (or any of our affiliates); (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorney's fees and court costs; (h) exercise any other remedy available at law or in equity; and if you are in default of subsection (d) of Section 5 above the Termination Value as of the date of such default; (i) take on your behalf (at your expense) any action required by this Lease Agreement which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in this Lease Agreement or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign this Lease Agreement or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

12. **Indemnity.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorney's fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You agree to not bring any action for Claims against us. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

13. **Time Price.** You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price. "Time Price" shall be equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Origination Fee. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Lease Agreement, and covenant to us so long as this Lease Agreement is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

You represent and warrant to us, as of the date you signed this Schedule, that (a) the Equipment was selected by you; (b) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (c) the safe operation and the proper servicing of the Equipment were explained to you; (d) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (e) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (f) the Equipment is in good condition and repair (operating and otherwise); (g) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (a) we did not select, manufacture or supply any of the Equipment; (b) we acquired the Equipment at your direction; (c) you selected the supplier of the Equipment; (d) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (e) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (f) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508-522 of Article 2A of the Uniform Commercial Code.

**THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE**



15. **Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. This Lease Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 10(c) no part of this Lease Agreement can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Lease Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Lease Agreement to be invalid or unenforceable, the remainder of this Lease Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under this Lease Agreement shall remain in effect after the expiration of the Lease Term or termination of this Lease Agreement.

You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment.

Notwithstanding any other election you make, you agree that (a) we can access, retain and use, at any times we elect any information regarding the location, maintenance, operation and condition of the Equipment; (b) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request until our security interest in the Equipment is terminated; (c) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (d) we may reactivate any such device.

16. You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

THE TERMS OF THIS LEASE AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS LEASE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE AGREEMENT. THIS LEASE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

OCONEE COUNTY

By:

(Date Signed)

AMANDA BROCK, COUNTY ADMINISTRATOR

Accepted By: Deere Credit, Inc. (Lessor)

6400 NW 86th Street, Johnston, IA 50131-6600

By:

(Date Agreement Signed)

(Authorized Signature)

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7001

Settlement Nbr: 13242610

Equipment Type: Construction & Forestry Commercial

Application ID: 13242610

Version Number: 9

11/10/2020 09:53 AM

Page 4 of 4

Revision Date: 20 September 2020





# JOHN DEERE FINANCIAL

## Automatic Payment Enrollment

I accept Autopay enrollment at this time.

I decline Autopay enrollment at this time.

### Bank Account Information

Name of Person or Entity on Bank Account: \_\_\_\_\_

Type of Account:  Checking  Savings

Routing Number # (9 digit): \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

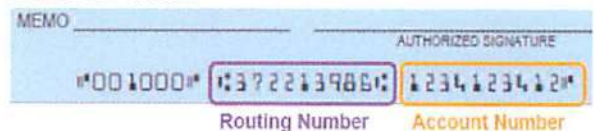
Enrollment Confirmation Email Address: \_\_\_\_\_

**Examples:** (a voided check is not required)

#### Personal Check



#### Business Check



John Deere Financial Account Number / App ID #	Accountholder Name	Accountholder Phone Number	Month to begin automatic payments:
13242610	OCONEE COUNTY	864-638-4141	11/15/2021

### JOHN DEERE FINANCIAL AUTOMATIC PAYMENT AUTHORIZATION FORM

My signature authorizes Deere Credit Services, Inc. and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial accounts is closed due to an Add-On transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operating Rules and Guidelines applicable to electronic debit entries to my bank account.

**I understand any payment due prior to the month I requested above for each individual account must be made in order to be eligible for automatic payment for that account.**

\_\_\_\_\_  
Bank Account Owner Signature    Date

\_\_\_\_\_  
Bank Account Owner Phone Number





<b>LESSEE:</b>	OCONEE COUNTY 415 S PINE ST, WALHALLA, SC 29691-2145
<b>LESSOR:</b>	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the Lease Agreement.

You hereby represent and warrant that: (a) all of the Equipment more fully described in the Lease Agreement was selected by you; (b) all of the Equipment and the Operator's Manuals have been delivered to, and received by, you; (c) you received the manufacturer's written warranty applicable to the Equipment and you understand that your rights are subject to the limitations outlined therein; (d) the safe operation and the proper servicing of the Equipment has been explained to you; (e) all of the Equipment has been inspected by you and is in good working order and repair (operating or otherwise); (f) the Equipment shall be used only for the purpose indicated in the Lease Agreement; (g) all of the Equipment is unconditionally and irrevocably accepted by you for all purposes under the Lease Agreement; and (h) all information you provide to us is true and correct.

Signed by Lessee's duly authorized representative on the date shown below.

OCONEE COUNTY

By:

(Date Signed)

AMANDA BROCK, COUNTY ADMINISTRATOR





<b>LESSEE:</b>	OCONEE COUNTY 415 S PINE ST, WALHALLA, SC 29691-2145
<b>LESSOR:</b>	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

**LIABILITY INSURANCE** on the Lease Purchase Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency:	Fax Number of Agency:

**PHYSICAL DAMAGE INSURANCE** on the Lease Purchase Agreement will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency:	Fax Number of Agency:

If an insurance certificate is available, in place of the above information, it should be provided to:

**ADDITIONAL INSURED and LOSS PAYEE:**

Deere Credit, Inc.  
Its Successors &/or Assigns  
6400 NW 86<sup>th</sup> St  
Johnston, IA 50131

I agree and understand that, pursuant to the provisions of Section 6 of the Lease Purchase Agreement, I must at all times (a) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and its successors and assigns) as additional insured; and (b) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made part of the Lease Purchase Agreement), naming Deere Credit, Inc. (and its successors and assigns) as sole loss payee.

**NOTICES TO LESSEE- DO NOT SIGN THIS PHYSICAL DAMAGE/LIABILITY INSURANCE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE PHYSICAL DAMAGE/LIABILITY INSURANCE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.**

OCONEE COUNTY

By:

(Date Signed)

AMANDA BROCK, COUNTY ADMINISTRATOR





Lease Purchase Agreement Application ID/ Account No.	13242610
---	----------

<b>LESSEE:</b>	OCONEE COUNTY 415 S PINE ST, WALHALLA, SC 29691-2145
<b>LESSOR:</b>	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Maintenance Addendum to that Certain Lease Purchase Agreement entered into as of the 15th day of November, 2020 (the "Lease Agreement") by and between Deere Credit, Inc. ("Lessor") and OCONEE COUNTY ("Lessee").

**RECITALS**

**WHEREAS**, Lessee and FLINT EQUIPMENT COMPANY ("Dealer") entered into an arrangement (the "Maintenance Contract") pursuant to which Dealer agreed to provide certain maintenance services for the leased equipment;

**WHEREAS**, Dealer and Lessee requested that Lessor collect and receive the maintenance payments due and payable by Lessee under the terms of the Maintenance Contract, subject to the terms and conditions of this Addendum;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties hereto agree as follows:

1. Capitalized terms not defined in this Addendum shall have the meaning given to them in the Lease Agreement.
2. Pursuant to the terms of the Maintenance Contract, Lessee is responsible for making monthly maintenance payments to Dealer in consideration of Dealer agreeing to provide certain maintenance services. Dealer and Lessee shall be responsible for establishing the amount of such maintenance payments and shall notify Lessor of any changes in the amount of such maintenance payments. Dealer and Lessee agree that such maintenance payments shall be made to Lessor.
3. Lessee acknowledges that the Maintenance Contract is optional and has not been required by either Dealer or Lessor. Lessee further acknowledges that if Lessee shall fail to make a full payment of all amounts due and payable to Lessor and Dealer, the payment shall be applied first to the obligations of Lessee under the Lease and then to the obligations of Lessee under the Maintenance Contract.
4. Lessee expressly agrees that (i) the Lease Agreement is independent of the Maintenance Contract and the obligations of Lessee thereunder are not dependent upon the performance of the maintenance obligations by Dealer, and (ii) Lessor has no obligation to Lessee to perform maintenance services under the Maintenance Contract. Therefore, Lessee agrees that Lessee shall continue to make payments to Lessor in the amounts and at the times specified in the Lease, even if Dealer shall fail to comply with its obligations to Lessee.
5. Except as expressly modified by this Addendum, the Lease Agreement shall remain in full force and effect. This Addendum shall only be modified by a written instrument signed by both parties. This Addendum shall be governed by and construed in accordance with the laws of the State of Iowa.

**IN WITNESS WHEREOF**, the parties have executed this Addendum as of the date first above written.

OCONEE COUNTY

By:

(Date Signed)

AMANDA BROCK, COUNTY ADMINISTRATOR

Accepted By: **Deere Credit, Inc. (Lessor)**

6400 NW 86th Street, Johnston, IA 50131-6600

By:

(Date Agreement Signed)

(Authorized Signature)





Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Offico]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart			
							2019-2022	2017-2020	2019-2022	2017-2020	2017-2020	2019-2022	2017-2020	2019-2022
							District I	District II	District III	District IV	District V	At Large	At Large	Ex-Officio
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	David Bryant [1]	Auby Perry [3]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [2]	Michael Gray [<1]	
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Kim Alexander [1]	Doug Hollifield [<1]	Sandra Gray [2]	VACANT	Amanda Callahan	Debbie Sewell [2]	Rex Blanton [1]	Kerrie Roach [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Libby Imbody [1]	Thomas Jones [<1]	VACANT	Mike Phillips	Daniel Dreher [1]	Suzette Cross [1]	
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Jim Codner [2]	Gwen Fowler [1]	Bill Gilster [2]	Marty McKee [<2]	VACANT	John Eagar [1]	Charles Morgan [<1]	
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March	Matt Rochester [2] Kenneth Owen [1]; Kevin Knight [1]; John Sandifer [1]			Joshua Lusk [1]; Osceola Gilbert [1] ; VACANT				
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Laura Havran [1]	Andrew Smith [1]	D. Ryan Keese [1]	Marvin Prater [2]	VACANT	Emily Hitchcock [1]	VACANT	
Destination Oconee Action Committee														
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [1]; Andrew Conkey [1]; Kevin Evans [2]			Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1]			Alex Butterbaugh [1]	
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Stanley Powell [1]	
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	Clifton Powell [<1, 1/7/2020]; Diane Smathers [1, 1/19]; Katherine Smith [1, 1/19]			B. Brackett [1/17][1]; A. Griffin [1/17][1]; K. Holleman [1/17][2]; A. Suddeth [1/17][2]; C. Morrison [1/17][1]; VACANT				
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	Andrew Gramling [1]	Alex Vassey [2]	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail [2]	Mike Johnson [2]	
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open							
Capital Project Advisory Committee (end 1.17)														
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV							
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Ms. Amanda Brock, County Administrator; Mr. Sammy Dickson							
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge							
ACOG BOD				N/A	NO	January	Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen							
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]							
[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.														
[SHADING = reappointment requested - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED														
<b>Bold Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.</b>														

## Oconee County Council

Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691

Phone: 864-718-1023  
Fax: 864 718-1024

E-mail:  
[ksmith@oconeesc.com](mailto:ksmith@oconeesc.com)

John Elliott  
Chair Pro Tem  
District I

Wayne McCall  
District II

Paul A. Cain  
Vice Chair  
District III

Julian Davis, III  
Chairman  
District IV

J. Glenn Hart  
District V



The Oconee County Council will meet in 2020 on the first and third Tuesday of each month with the following exceptions:

- April, July, August, & November meetings, which will be **only** on the third Tuesday of each of the four months.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat from 9:00 a.m. to 12:00 p.m. on Tuesday, February 11, 2020 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 5, 2021 in Council Chambers at which point they will establish their 2021 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Tuesday, March 10, 2020 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2020 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4 p.m. on the following dates: February 4, March 17, July 21, & October 6, 2020.

The Transportation Committee at 4:30 p.m. on the following dates: February 18, May 19, August 18, & October 20, 2020.

The Real Estate, Facilities, & Land Management Committee at 4 p.m. on March 17 and 4:30 p.m. on the following dates: June 16, September 15, & November 17, 2020.

The Budget, Finance, & Administration Committee at 4:30 p.m. on the following dates: March 10 [Budget Workshop], April 21, May 5, May 19, & June 2, 2020.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 3, June 2, September 1, & November 17, 2020.

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#### LEGAL NOTICES

#### LEGALS

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**PUBLISHER'S AFFIDAVIT**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**OCONEE COUNTY COUNCIL**

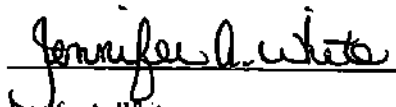
**IN RE: NOTICE OF MEETING SCHEDULE AND EXCEPTIONS FOR 2020**

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 01/10/2020 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

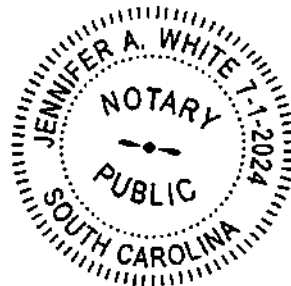


Hal Welch  
General Manager

Subscribed and sworn to before me this  
01/10/2020



Jennifer A. White  
Notary Public  
State of South Carolina  
My Commission Expires July 1, 2024



Beam 11' 5", Draft 27". Weight 10,000 lbs, fuel cap. 180 gal., water cap .40 gal, 2 sleeping areas (private), dining area, cooking (refrigerator, stove & microwave) Bathroom (shower & head), AC & heat **Too many items to list here.** Total specifications and all items included with boat sale are detailed in package. If interested Call Al @ 843-290-9812 for full set of pictures and comprehensive list of all boat information which we will mail to you. Boat currently docked at Lake Hartwell, GA, Marina. You can stay at Marina if desired. Full boat services are available. Boat is ready to go! Trailer not included.

**TRANSPORTATION**

**MOTORCYCLES**

**2012 HARLEY DAVIDSON FLTRX, Road Glide Custom, Chrome Yellow. Complete Stage 4 Engine Build. All Accessories, 39K, \$15,900. (864)557-9796**



**2014 Road King**  
103 motor, classic black color, 45,294 miles.  
**Reduced...\$10,800.**  
Plus IMF & Tag

**Warren & Son  
Motorcycles, LLC**

**1602 Blue Ridge Blvd.  
Seneca, S.C.  
Call 864-973-8462**



**2016 Harley Davidson  
Dyna 103 Switchback**  
Beautiful red color!  
Only 2,104 miles.  
**\$10,900. plus IMF & tag**  
**Warren & Son  
Motorcycles, LLC**

**1602 Blue Ridge Blvd.  
Seneca, S.C.  
Call 864-973-8462**

**LEGALS**

Greenleaf Self-Storage  
600 & 605 Shiloh Rd.  
Seneca, SC 29578  
Phone: 864-973-9099

Online auction of storage unit  
Q22 April Myers.

Unit contains household items, toys, furniture. Items to be sold in online auction closing at 12:00 noon on 9/10/20at www.storage-treasures.com to the highest bidder unless balance is paid prior to auction. Credit/Debit card only.

Notice of Variance  
City of Clemson  
Board of Zoning Appeals  
Regular Meeting

Thursday, September 17, 2020  
at 6:00 p.m.  
1250 Tiger Blvd., Suite 2  
City Hall - City Council Chamber

All Meetings are being live streamed. Click here to be directed to the City of Clemson YouTube channel: Citizens are encouraged to not attend the meeting in person but to submit comments to staff. No later than 5:00 p.m. Wednesday, September 16, 2020 You can email Jacob Peabody at jpeabody@cityofclemson.org to express your concerns or ask questions 2020-V-02: Applicant Judith Fairley of 218 Strawberry Lane, Clemson SC, is requesting approval for a Variance from Table 19-304 Lot Width and Section 15-30.3(f) of Land Development Regulations. This Variance, if approved, would allow the applicant to subdivide her lot into three lots.

**Public Notice**

The Oconee County Council meetings scheduled for 6pm, or otherwise advertised, for the remainder of 2020, will have changes to the Public Comment Session and/or the Public Hearings as indicated below. Due to the Novel Coronavirus pandemic and the ongoing state of emergency, in-person attendance at this Council meeting by members of the general public will be limited. Attendance will be limited to twenty percent of the stated maximum occupancy, which equates to thirty-four (34) persons (including Council members, other elected officials, and staff). Attendees will be required to sit in designated seats, appropriately spaced. In-person attendance will be allowed on a "first-come" basis. Please contact Katie Smith, Clerk to Council at ksmith@oconeesc.com or 864-718-1023 regarding the following:

If you are unable to attend in person and have a comment you would like to submit, please contact our Clerk to Council to receive your comment and read into the record. If you are unable to attend in person and would like to be heard during the public hearings, please contact our Clerk to Council so that she may coordinate your participation by telephone.

The Oconee County Real Estate, Facilities, & Land Management Committee meeting scheduled for 4:30 p.m., Tuesday, September 15, 2020 has been CANCELLED.

**Cleaning, INC.**



Serving  
Oconee County  
Veteran & Family  
Owned And Operated

(864)  
**557-0380**

**HOME IMPROVEMENT**

*A Touch of Fire*  
Gas Logs & Fireplace Service



**Fireplace Construction**  
Gas Lines &  
Logs Installation  
Wood Stoves &  
Gas Appliances Install

**VETERAN'S DISCOUNT**

**"We Will Beat Any Competitors Price"**

Insured & Certified

Call or Email Andrew  
**864-888-7328**  
Elwood8323@AOL.co



Construction & Roofing, LLC  
**WC & Insured**

- Roofing
- Deck & Dock Restoration
- Painting
- Gutters Inst. & Clean
- Siding

**864-784-1148**  
cesars.progcs@gmail.co

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

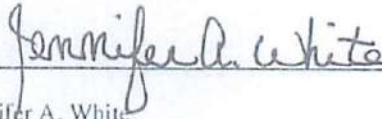
IN RE: Public Notice Oconee County Council Meetings

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 09/03/2020 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch  
General Manager

Subscribed and sworn to before me this  
09/03/2020



Jennifer A. White  
Notary Public  
State of South Carolina  
My Commission Expires July 1, 2024





November 17, 2020

**Public Comment**  
**SIGN IN SHEET**  
**6:00 PM**

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

**PLEASE PRINT**

	FULL NAME	PURPOSE OF COMMENT
1	Frankie Pearson	—
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.