

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 21, 2025

ITEM TITLE:

Title: 2025 Kenworth T-880 with Roll-Off Cable Hoist

Department: Solid Waste

Amount: \$273,431.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2024-2025 budget process.

Budget: \$273,431.00 Project Cost: \$273,431.00 Balance: \$0.00

Finance Approval: _____

(Funding from Capital Equipment / (325) Vehicle Fund)

BACKGROUND DESCRIPTION:

This Roll-Off truck is a 2025 Kenworth T-880 cab and chassis with a Galbreath hoist. The hoist system consists of the rail system and cables used to pick-up waste containers and a tarp system to cover any open containers. The truck will be used to service roll-off containers at the County's 11 recycling centers, parks, and other departments as needed, as well as, recycling activities at industries and commercial facilities that participate in the commercial recycling program. The 2025 Kenworth Roll-Off truck meets the specifications required by the Solid Waste department.

Due to having multiple aging trucks and instability of parts availability, this will be an addition to the Solid Waste roll-off truck fleet until several newer trucks can be acquired to ensure there is no disruption of service for the recycle centers. The Vehicle Maintenance Director approves this purchase.

SPECIAL CONSIDERATIONS OR CONCERNS:

Pricing for the Kenworth Truck is from the Sourcewell national purchasing co-operative, contract number 032824-KTC for Kenworth Trucks. The contract discount is from 7.0% up to 42.8% off MSRP. For this purchase, the discount amount for Cab and Chassis is 34.5% off MSRP and for added items 0% markup. The Sourcewell contract allows government agencies to purchase directly from an authorized dealer. Sourcewell contracts are bid and awarded on a national level and purchases may be fulfilled by authorized local or state dealers. Worldwide Equipment Enterprises, Inc. of Columbia, SC is an Authorized Dealer for Kenworth.

This contract allows the Authorized Dealer to include added equipment or options at a cost of no more than 5% of the cost of the Cab and Chassis.

Worldwide Equipment has opted not to charge the 5% markup allowed to include the Hoist and Tarp System. Worldwide Equipment Enterprises, Inc. will coordinate the installation of the Hoist and Tarp System; therefore, the County will issue one Purchase Order to Worldwide Equipment Enterprises, Inc.

ATTACHMENT(S):

1. Worldwide Equipment Enterprises, Inc. Quote and Truck Specifications
2. Sourcewell Contract Information for Kenworth Trucks

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of a 2025 Kenworth T-880 with Hoist and Tarp System to Worldwide Equipment Enterprises, Inc. of Columbia, SC in the amount of \$273,431.00, per Sourcewell Contract Number 032824-KTC.

Submitted or Prepared By: _____

Tronda Popham, Procurement Director

Approved for Submittal to Council: _____

Amanda 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.

Kenworth Trucks & Parts

Class 5-8 chassis with related equipment

#032824-KTC

Maturity Date: 7/9/2028

Website: kenworth.com/resources/trucks 

Contact Information 

Products & Services

Sourcewell contract 032824-KTC gives access to the following types of goods and services:

- Class 5, 6, 7, and 8 trucks and tractors
- Medium- and heavy-duty trucks and tractors
- Gross weight ratings from 19,500 to 120,000+ lbs.
- Medium-duty zero emissions – battery electric
- Heavy-duty zero emissions – battery electric
- Medium-duty near zero emissions – natural gas
- Heavy-duty near zero emissions – natural gas
- Custom-configured bodies for municipal fleets
- Heavy-haul tractors
- Dump, flatbed, refuse, plow, salt, and roll-off trucks
- Sweeper trucks

Locate your local dealer or representative

(nongovernment site)

Kenworth #032824-KTC

Pricing for contract #032824-KTC offers Sourcewell participating agencies the following discounts:

- 7% - 42.8% discount off chassis list price, depending on specific model
- 0% - 62.96% (US) and 0% - 60.81% (Canada) discount off PACCAR parts list price
- Discounts on used trucks will vary depending on a variety of specifications
- In addition, a volume discount may be considered on a case-by-case basis

WORLDWIDE EQUIPMENT ENTERPRISES, INC.
COLUMBIA DIVISION



December 16, 2024

**Oconee County
415 South Pine Street
Walhalla, SC 29691**

Quote for 2025 T880 Kenworth Rolloff Truck

KENTUCKY
Lexington
Middlesboro
Prestonsburg
Somerset

WEST VIRGINIA
Charleston
Huntington
Jane Lew
Princeton

VIRGINIA
Abingdon

TENNESSEE
Chattanooga
Knoxville

OHIO
Cincinnati
Dayton

SOUTH CAROLINA
Charleston
Columbia
Greenville

MSRP List Price **\$317,597**
Sourcewell Contract Discount (34.5%) **-\$109,570**

Add body install fee & Transport **\$ 2,404**

Sub-Total Chassis **\$210,431**

Add CES 60k Galbreath rolloff Body **\$ 62,500**

Sub-total chassis & dump body **\$272,931**
Add SC Tax (IMF) **\$ 500**

Grand Total **\$273,431**

Thank you,

Adam Gaffney

**WORLDWIDE
EQUIPMENT
LEASING, INC.**

**WORLDWIDE
FABRICATING
&
MANUFACTURING**

UNIT TYPE 2 OF FLEET 155114 THRU 155117
SPECIAL REQUIREMENTS

SPECIAL RESTRICTIONS 0098025 U.S. DOMESTIC REGISTRY

ENGINEERING ASSIGNED RATINGS

GAWR FRONT: 18,740.00 LBS
GAWR FIRST INTER 18,500.00 LBS SECOND INTER 23,000.00 LBS
GAWR REAR: 23,000.00 LBS
GVWR: 83,240.00 LBS

CODE	DESCRIPTION	PUB CD	PRICE

BASE MODEL			
0000810	T880 SERIES CONVENTIONAL	P	234,126
0070060	T880	P	0
0080310	EPA CLEAN IDLE LABEL - CUMMINS ENGINES	P	107
0090000	NONSLEEPER	P	0
	With rear axle capacity less than 59K		
0098430	STATE OF REGISTRY: NEW JERSEY	P	0
ENGINE AND ENGINE EQUIPMENT			
0130357	ENG: CUMMINS X15 500V, 2024	P	11,510
	500@1900 1850@900, PRODUCTIVITY SERIES		
N0920	C399 120...STANDARD MAXIMUM SPEED LIMIT		
N0922	C402 0.....EXPIRATION DISTANCE (C402)		
N0924	C209 120...HARD MAXIMUM SPEED LIMIT (C2		
N0926	C121 65....MAXIMUM ACCELERATOR PEDAL VE		
N0930	C128 65....MAXIMUM CRUISE SPEED (C128)		
N0936	C400 252...RESERVE SPEED FUNCTION RESET		
N0938	C334 0.....MAXIMUM CYCLE DISTANCE (C334		
N0940	C401 10....MAXIMUM ACTIVE DISTANCE (C40		
N0942	C333 0.....RESERVE SPEED LIMIT OFFSET (
N0944	C234 YES...ENGINE PROTECTION SHUTDOWN (
N0946	C231 NO....GEAR DOWN PROTECTION (C231)		
N0948	C132 1400..MAX PTO SPEED (C132)		
N0950	C239 NO....CRUISE CONTROL AUTO RESUME (
N0952	C238 NO....AUTO ENGINE BRAKE IN CRUISE		
N0954	C395 0.....EXPIRATION DISTANCE (C395)		
N0956	C225 YES...ENABLE IDLE SHUTDOWN PARK BR		
N0958	C133 5.....TIMER SETTING (C133)		
N0960	C396 YES...ENABLE IMPENDING SHUTDOWN WA		
N0962	C397 60....TIMER FOR IMPENDING SHUTDOWN		
N0964	C206 35....ENGINE LOAD THRESHOLD (C206)		
N0968	C233 NO....IDLE SHUTDOWN MANUAL OVERRUL		
N0972	C382 YES...ENABLE HOT AMBIENT AUTOMATIC		
N0974	C188 40....LOW AMBIENT TEMPERATURE THRE		
N0976	C189 60....INTERMEDIATE AMBIENT TEMPERA		
N0978	C190 80....HIGH AMBIENT TEMPERATURE THR		
1000046	EPA EMISSIONS WARRANTY ENGINE	P	0
1000122	2024 SERIES EMISSIONS ENGINE	U	0
1000151	PREMIERSPEC	P	0
1000244	PT Optimization analysis: Balance	P	0
	power/economy blend results		
1000256	Customer's Typical Operating Spd:64 MPH	P	0
1000524	Year of Registration: 2024	U	0
1000684	Effective VSL Setting NA	P	0
1000858	Engine Idle Shutdown Timer Disabled	P	0
1000891	Eff EIST NA Expiration Miles	P	0
	Use only with MX and Cummins engines		
1002080	AIR COMP: CUMMINS 18.7 CFM NATURALLY	P	211
	ASPIRATED FOR CUMMINS X15 AND X15N ENGS		

UNIT TYPE 2 OF FLEET 155114 THRU 155117

CODE	DESCRIPTION	PUB CD	PRICE
1051200	Air Cleaner: composite firewall mounted PACCAR or Cummins engines	P	0
1105220	FAN HUB: HORTON 2-SPEED FOR X15/X15N	P	24
1123555	COOLING MODULE: 1330 SQIN	P	0
1160208	BUG SCREEN: BETWEEN HOOD AND GRILLE SEMI RIGID. NOT REMOVABLE	P	128
1247251	EXH: SING CAN 2024 RH UND W/DUAL SOC TP	P	1,525
1290236	Tailpipe: 5" Dual 36" 45 Deg Curved	P	121
1292944	Dual Lower Chrome Exhaust Elbow	P	692
1321110	Fuel Filter:PACCAR Ext. Serv. Interval Fuel/Water Separator, 2017 and Later	P	101
1321205	Run Aid:Fuel Heat *For Fuel Filter	P	0
1321305	Start Aid:12V Heat *For Fuel Filter	P	0
1504005	IMMERSION ENG BLOCK HTR:110-120V/1500W PLUG LOC UNDER DOOR C5, T6, T8 & W9	P	150
1812163	ALTERNATOR: PACCAR HDS 160 AMP BRUSHED	P	0
1821210	BATT: 3 PACCAR GP31 THR (700-730) 2100-2190 CCA DUAL PURPOSE BATTERIES	P	0
1836106	MITSUBISHI 105P55 12V STARTER W/CUMMINS AND FX ENGINES	P	0
1840065	12V LOW VOLTAGE DISCONNECT FOR BATTERY PROTECTION	P	0
1900996	JUMP START TERMINALS MTD UNDER HOOD	P	276
1901017	REMOTE PTO/THROTTLE, 12-PIN, ENG BAY REMOTE CONTROL PROVISION	P	0
MAIN TRANSMISSION AND CLUTCH			
2016627	TRANS:ALLISON 4500RDS 6 SPD GEN 6,W/PTO W/O RETARDER	P	26,055
N2060	188857 7/3/2024 12:35:50 PM		
2406467	D/L: 3 DANA SPL250SF W/ 2 CB	P	2,339
2410018	TORQUE CONVERTER INCLD W/ALLISON TRANS	P	0
2410019	TRANSMISSION APPROVAL RECEIVED, SEE NAR NARRATIVE N2060 FOR RECEIVAL DATE	U	0
2410151	PUSH BTN CTRL: CONSOLE MTD FOR ALLISON	P	0
2410204	ALLISON FUEL SENSE: DELETE	P	0
2410244	J1939 Park Brake Auto Neutral	P	0
2410310	ALLISON NEUTRAL AT STOP	P	0
2410426	ALLISON RDS PACKAGE 223 FOR 3000, 3500, 4000, 4500, 4700 TRANS	U	0
2410541	TORQUE CONVERTER:TC541 F/4000 SERIES USE WITH HD, 4000 & 4500 EVS, HS & RDS	U	0
2429358	Trans PTO Rear Trans Supt Spring(s)	P	92
2429378	C/I 1st Allison Trans PTO-8 OClock POS Allison 3000/4000	P	0
FRONT AXLE AND EQUIPMENT			
2536002	FR PACCAR FX-20 ST AXLE RATED @ 20K 4" DROP STD TRACK	P	0
2621078	FR BRK:BENDIX ES 16.5X6 MAX CAP 22K	P	513-
2690035	FR BRK DRUM:CAST 16.5X6" 22K	P	177-
2702020	FR IRON HUB PIL MNT MAX CAP20K16.5X6" OR 7" OR AIR DISC BRKS 11.25" BC 10BLT	P	185-
2741970	FR CONMET PRESET PLUS HUB PKG	P	0
2750001	FR HUBCAP VENTED	P	0

UNIT TYPE 2 OF FLEET 155114 THRU 155117

CODE	DESCRIPTION	PUB CD	PRICE
2765001	FR AUTO SLACK ADJ FOR DRUM BRKS	P	0
2866020	FR SPRG TAPERLEAF 20K W/SHOCKS	P	0
2893642	PWR STRG DUAL GEARS, TRW THP60 16K-22K NOT F/USE ON T3	P	73
2899336	PWR STRG COOLER RADIATOR MTD	P	0
2900616	THREADED BUSHINGS F/TAPERLEAF SPRG 16K, 18/20K, 22K, 40K RPL RUBBER	P	103
REAR AXLE AND EQUIPMENT			
3142170	RR MERITOR RT46-164EH 46K 16MM HSG DUAL SING RED	P	801
3200410	REAR AXLE RATIO-4.10	P	0
3334004	RR BRK:BENDIX ES S-CAM 16.5X7" DUAL 46K MAX/EXT SERVICE	P	1,567-
3392002	RR BRK DRUM: CAST HEAVY DUTY TANDEM FOR USE W/ 16.5X7 OR 16.5X8.625" BRK	P	915-
3407050	RR HUB:AL HUB-PIL DUAL 11.25" BC 46K REQS "R" SERIES OUTER ENDS	P	0
3441972	RR CONMET PRESET PLUS HUB PKG:DUAL	P	0
3465002	RR AUTO SLACK ADJUST:TANDEM FOR DRUM BRKS	P	286
3485209	RR SPRING BRK:3030 HIGH OUTPUT DUAL. FOR DRUM BRKS.	P	331
3495226	ABS:BENDIX 4S/4M	P	3,688-
3500006	FR WHL+2 GRP RR WHL*AVL ONLY W/AIR BRK INVERTED BRK CHAMBERS*TO 52K CAP*F/16.5	P	6
3500062	X7 BRKS*AVL W/HEND BEAM/KW6-50/CHALMERS I/A D/L: 1 DANA SPL170SF *TANDEM ONLY*	P	159-
3511420	CROSSLOCK: MERITOR 40-52K FWD RR/RR RR* W/CAB CNTRL*N/A W/-185, 380 OR RT52-160	P	2,676
3749203	CHALMERS 854-46-L-HS 46K DUAL 54" AS HIGH CENTER OF GRAVITY APPLICATION	P	3,249
INCLUDES AXLE			
3820083	STRBL PSHR BRK:BENDIX NON-RSD 16.5X6" USE W/ 20K AXLE	P	0
3820562	STRBL PSHR CAST BRK DRUM:16.5X6" F/USE W/ 20K AXLE	P	0
3821153	STRBL PSHR HUB:IRON,HUB PIL/10-HOLE *11.25" BC/ F/USE W/ 20K AXLE	P	297-
3828333	PSHR/TAG:GAU/SWITCH DASH-MT;GAU&PRESS REG MNTD BOC LOWER LH SIDE	P	0
3830145	DELETE STD HD AIR SPRINGS F/ RR SUSP FOR CREDIT ONLY	P	24-
3832026	SHOCK ABSORBERS: CHALMERS, MAX CAP 52K	P	635
3836500	HEAVY DUTY GUSSETS F/ FWD SUSP C/M: AG400/460, HEND BEAM, CHALMERS SUSP	P	103
3841052	1ST PSHR LOC: 52" FROM C/L FWD RR/SING RR AXLE	P	0
TIRES, WHEELS & RIMS			
4017181	FR MN XZY3 385/65R22.5 18PR AP PART: MN385/65R225JXZY3 FET: 56	P	497-
4210003	RR MN X WORKS Z 11R24.5 16PR PART: MN78261 FET: 280	P	80
4781181	STRBL PSHR: 2 MN XZY3 385/65R22.5 18PR AP	P	415

UNIT TYPE 2 OF FLEET 155114 THRU 155117

CODE	DESCRIPTION	PUB CD	PRICE
4900008	REAR TIRE QUANTITY: 8		0
5045216	FR WHL ALCOA 82362 22.5X12.25 AL HUB PIL, ADB COMPAT, LVL1 HIGH POLISH	P	5-
5245275	RR WHL ALCOA 98U63 24.5X8.25 AL ULTRA ONE HIGH POLISH WHL	P	2,128
5781516	STRBL PSHR 2 ALCOA 82362 22.5X12.25 AL HUB PIL, ADB COMPAT, LVL1 High Polish	P	984
5859010	SING FR AXLE DURA-BRIGHT MIRROR POLISH OUTBRD SURFACE OF WHEELS (QTY2) -1DB	P	308
5859012	DUAL RR AXLE DURA-BRIGHT MIRROR POLISH OUTBRD SURFACE OF OUTER WHLS(QTY 4)-2DB	P	820
5859031	PSHR DURA-BRIGHT OUTBRD 2 WHLS MIRROR POLISH MTD SAME AS FR, STRBL OR NSTRBL	P	320
5900008	REAR WHEEL/RIM QUANTITY: 8		0
FRAME AND EQUIPMENT			
6056600	FRAME RAILS: 10-3/4 X 3/8" STL 337-416" SECTION MOD:17.80, RBM:2,132,000 LBS	P	1,001
6141600	FULL STL INSERT F/ 10-5/8" OR 10-3/4" STL 337-416" OR 2ND INSERT F/ 11-5/8"	P	2,785
6302461	BUMPER: TAPERED CHROME STL CHANNEL REQS BUMPER SETTING CODE	P	598
6319485	48.5 INCH BUMPER SETTING *REQS BUMPER CODE	P	0
6324025	FRONT TOW HOOK: CAST CENTER MTD C5 REQS STL,T8 REQS IRON FRT DRIVE BRKT	P	303
6390083	CUSTOM FRAME LAYOUT COMPLETE	U	0
6390086	VEHICLE LAYOUT SENT PENDING APPROVAL	U	0
6391225	Custom Frame Layout: 25-49 chassis	P	40
6401233	BATT BOX: CANTLVR STL BOC, SMOOTH ALUM COVER, VOCATIONAL STYLE	P	754
6409902	BATTERY BOX LOCATION: RH SIDE	P	116
6451090	C5, T6, T8: NON-POL DPF/SCR OR CNG DP COVER W/STEP. CAB ACCESS RH UNDER	P	0
6679856	FINAL EOF CUT-OFF DIMENSION WILL BE MODIFIED TO LESS THAN OR EQUAL TO 45 IN	P	0
6679962	***DLR/CUST ACCEPTS FINAL CHASSIS FRAME RAKE BASED ON PRE-BILL REVIEW** RAKE BASED ON PRE-BILL REVIEW**	U	0
6721102	RR MUDFLAP ARMS:BETTS B25 STD DUTY STRAIGHT (KIT INCL B1732 MTG BRKTS)	P	0
6722000	RR MUDFLAP SHIELDS:WHITE PLASTIC KW LOGO, ANTISAIL	P	0
6742009	SQUARE END OF FRAME: W/O C/M	P	0
FUEL TANKS AND EQUIPMENT			
7210100	FUEL TANK: 100 US GAL 24.5" AL UND RPL	P	176
7722153	DEF TANK: SMALL ROUND, 14 GAL 2021 OR LATER EMISSIONS	P	0
7831008	F/T STEPS: 6" WIDE LOWER*1 22" OR 24.5" TANK LH	P	90
7840015	POLISH ONLY: 1 ALUMINUM TANK	P	477
7840038	POLISHED COVER: 1 DEF TANK ANY SIZE	P	356
7889061	POL STRAPS: 1 TANK ANY SIZE	P	87
7889203	DEF TO FUEL FILL RATIO 2:1 OR GREATER	P	0
7889245	ANTI-SIPHON DEVICE F/TANK FILLER NECK ANY NUMBER OF TANKS	P	0

UNIT TYPE 2 OF FLEET 155114 THRU 155117

CODE	DESCRIPTION	PUB CD	PRICE
7889604	DEF TANK LOC: LH	P	0
7920100	Location: 100 gal fuel tank LH under ca		
	CAB AND EQUIPMENT		
8025301	CAB: STAMPED ALUM, PANORAMIC CURVED WINDSHLD, W/ LED MARKER LIGHTS, SIGNALS	P	0
8090604	HOOD: T880 SET-BACK MEDIUM LENGTH. 122.6" BBC W/ STD BUMPER	P	350
8098212	Bright Engine Air Intake	P	109
8108011	Htr/Air Con w/defrst & auto temp ctrl *48K BTU/hr heater *Daycab/40in SLPR	P	0
8190138	Shutoff Vlvs to Isolate Primary Heater Remote mtd on frame und cab	P	58
8201043	STRG Whl: 18" Leather*Smartwheel Integrated radio & cruise ctrls	P	94
8201051	COLUMN MTD RETARDER CTRL, RH SIDE	P	0
8201200	STRG COLUMN:ADJ TELESCOPNG TILT *CODE F/18" OR F/20" STRG WHEEL*	P	0
8203060	5 SETS OF KEYS. REPLACES STANDARD (2 SETS OF KEYS).	P	32
8203184	SW/WRG: C/I CAB PANEL LTS	P	101
8203197	DASH MTD - COMPACT TRAILER BRAKE VALVE NON-SELF RETURNING	P	60
8205135	INFO FOR C/I PTO: MUNCIE 10 BOLT	P	0
8205139	KW DOES NOT GUARANTEE PTO CLEARANCE W/ ALLISON TRANSMISSIONS	U	0
8205177	DASH SWITCH:1ST ALLISON-MOUNTED PTO	P	242
8208496	SW: 3 SPARES WIRED TO POWER	P	133
8221137	GAU: TRLR AIR APPLICATION	P	64
8222404	GAU: DD VIRTUAL GAUGE - OIL TEMP ENG	P	0
8222409	GAU: DD VIRTUAL GAUGE - AIR FILTER RESTRICTION	P	0
8222413	GAU: DD VIRTUAL GAUGE - MANIFOLD PRESSURE BOOST	P	0
8222414	GAU: DD VIRTUAL GAUGE - ENGINE PERCENT TORQUE	P	0
8222712	GAU: FUEL FILTER RESTRICTION	P	139
8225658	GAU:AXLE OIL TEMP DUAL DR AXLE(2 GAU) W/INTEGRAL WARN LT	P	227
8226667	GAU: OIL TEMP MAIN TRANSMISSION	P	62
8282027	MAIN INSTRUMENT PKG 15" DISPLAY	P	0
8282107	LARGE FLAT PANEL ON RD SIDE DASH FOR C/I CNTRLS REDUCES GAUGE COUNT BY 6	P	40
8291002	SW: FOR BACKUP ALARM MUTE W/BUZZER	P	195
8300008	INTERIOR COLOR: SLATE GRAY	P	0
8330102	INTERIOR PACKAGE: VANTAGE DAYCAB	P	0
8390634	FLOORMAT: RUBBER MATERIAL	P	0
8410277	DR SEAT: KW GT702 HB ULTRALEATHER INTEGRAL HEAT/AIR-RIDE SUSP	P	558
8480104	RD SEAT: KW GT100 HB TOOLBOX SEAT VINYL	P	244
8490181	SEAT COLOR: BLACK	P	0
8497005	AIR LINE FITTING @ DR SEAT FOR C/I AIR CHUCK*N/A W/8700042*	P	66
8601432	KENWORTH RADIO DEA710 AM/FM/WB/USB, BLUETOOTH	P	36

UNIT TYPE 2 OF FLEET 155114 THRU 155117

CODE	DESCRIPTION	PUB CD	PRICE
8601881	CB RADIO: COBRA 29 *W/HDR MTD QUICK RELEASE CB MOUNT *SEP SPKR*	P	589
8698982	SPKRS: Mid Level Audio System- Daycab: High Performance Door and B-Pillar	P	49
8700188	REMOTE KEYLESS ENTRY*REQ ELEC DOOR LOCK*REQ DAYLITE DOOR	P	418
8700196	TURN SIGNAL: SELF-CANCELLING	P	273
8700283	LH & RH TRIP LEDGE RAIN DEFLECTORS	P	0
8700406	Stainless steel permit panel on cab *driver side only*	P	108
8700663	Kenworth TruckTech+ Formerly Remote Diagnostics	U	0
8800260	GRABHANDLE: 1 LONG RH MTD SOC EXHAUST	P	67
8800262	GRABHANDLE: 1 LONG LH MTD SOC EXHAUST	P	67
8800402	GRABHANDLES: DUAL CAB-INTERIOR,A-PILLAR MTD DASH WRAP & B-PILLAR MTD HANDLES	P	0
8832113	DAYLITE DOOR: KW W/ STD LH/RH ELEC DOOR LOCKS AND LH/RH ELEC WINDOW CONTROLS	P	0
8841618	AIR HORN: DUAL RECT 23" LH/RH ROOF INCL AIR HORN COVERS	P	249
8850139	LOOK-DOWN, PASS. DOOR, BLACK 11X6	P	0
8865003	MIRR: DUAL KW AERO MOTOR HTD 7"X13" CHROME SHELL-ARMS BLK W/ 6"X7" CX MIRR	P	358
8871446	RR CAB WINDOW: FIXED 19"X36" NOT AVAILABLE W/SLEEPER	P	0
8879917	RR CAB WINDOW: 2 ADD'L19"X12" OUTBOARD	P	469
8890038	3.5 X 11.5IN PLASTIC RECORD HLDR MTD RR CAB PANEL*N/A W/SLPR OR 2 PERSON BENCH	P	64
8890101	WINDSHIELD: 1-PC BONDED-IN W/ CURVED GLASS	P	0
8890135	SUNVISOR:EXTERIOR STAINLESS STEEL	P	921
8890300	FENDER CLOSE-OUT BELOW HEADLAMP BEHIND BUMPER *NOT W/ 3-PC BUMPER	P	214
8890348	Wheelwell FNDR Extension: 4.5"	P	45
8890876	KENWORTH CAB/SLEEPER AIR SUSPENSION	P	0
LIGHTS AND SIGNALS			
9010553	Headlamps: SAE Dual Halogen Complex Reflector	P	0
9022137	MARKER LIGHTS: 5 RECTANGULAR LED	P	0
9030016	TURN SIGNAL LIGHTS: FLUSH MTD LED MTD AT TOP OF FENDER WHEEL ARC	P	0
9030052	LED STOP/TURN/TAIL: WITH 2 LED B/U LIGHTS AND W/ LED LICENSE PLATE	P	0
9049825	SW/WRG: C/I FOG LTS *CODE F/CUTOOTS SEPARATELY, IF REQUIRED	P	59
9052008	FLOODLIGHTS: DUAL LED FLUSH 1ST SET	P	202
9059921	1ST SET LOC: LOW F/DUAL (LH IF SINGLE)	P	0
9090039	INTERRUPTER SWITCH FOR MARKER LTS B-CAB:INCL IN TURN SIGNAL;T3 IN DASH	P	0
9090049	Omit Brake Light W/ Engine Brake	P	0
9090115	REFLECTORS: 2 AMBER MIDFRM-MTD F/FULL TRUCK*FOR TRACTOR USE 9090117*	P	24
9090126	BACKUP ALARM: ELECTRIC	P	175
9090849	POLYSWITCHES REPL FUSES: SWITCH WILL AUTO RESET AFTER REMOVAL OF EXCESS LOAD	P	49

UNIT TYPE 2 OF FLEET 155114 THRU 155117

CODE	DESCRIPTION	PUB CD	PRICE
9101219	AIR DRYER: BENDIX AD-HF HTD PURAGUARD & EXTENDED PURGE	P	148
9108001	MOISTURE EJT VLV: PULL CABLE DRAIN	P	0
9110020	FULL TRUCK KIT	P	981
9140020	NYLON AIR TUBING: FRAME/CAB	P	0
9140085	BENDIX LQ-5 RATIO VLV F/KW INSTLD PSHR/TAG OR F/CI PSHR/TAG W/SPEC AIR SYSTEM	P	174
9140254	Locate air dryer inside RH rail BOC. (Req custom frame L/O code)	P	0
9140288	AIR TANKS CLEAR OF TRANS AREA (Req custom frame L/O code)	P	0
9140328	TRAILER ABS ELECT SUPPLY THRU SAE J560 7 PIN CONNECTOR (PER TMC RP137)	P	0
N9100	9999995 393473-393513		
N9150	CFL A/T:234579		
	ORDER REVIEWED BY APPLICATIONS TECH:		
9290226	Andy.Leedom@paccar.com 740-774-5495	U	0
	GLIDER KITS AND ASSEMBLIES		
9400061	SHIPPING ADDRESS CHANGE, SEE VMQI	U	0
	SPECIAL EQUIPMENT		
9409852	GHG Secondary Manufacturer: Does Not Apply	P	0
9490003	OFF HIGHWAY/SPECIALTY COMPONENT TRUCK ADDITIONAL LEADTIME REQUIRED	P	0
9490206	WARNING TRIANGLE REFLECTOR KIT: 3 TRIANGLES IN PLASTIC CASE	P	56
9490406	FIRE EXT: ONE 5# DRY CHEMICAL TYPE MTD OUTBOARD OF RD. SEAT. Class ABC.	P	151
9491659	VMUX Architecture	P	0
N9450	155114-155118 AA L0006EY WHITE		
N9451	155119-155120 AA L3781EY VIPER RED		
N9452	155121-155121 AA L0216EY BLACK		
N9453	155114-155118 FR N0001EA BLACK		
N9454	155119-155120 FR N0001EA BLACK		
N9455	155121-155121 FR N0001EA BLACK		
	PROMOTIONS		
	PAINT COLOR NUMBER		
9700000	PAINT COLOR NUMBER(S)	P	0
N9702	A - SEE PAINT NARRATIVES		
N9720	FRAME SEE PAINT NARRATIVES		
	NOTES		
9800001	***NOTE:REQUESTS PRECEDED BY N98XX ARE DISAPPROVED-OAR GRP #469-946-5351	U	0
N9801	9510935 2024 SCHEDULING CODE - FLEET		
N9802	9510935 2024 SCHEDULING CODE - FLEET		
N9803	9510935 2024 SCHEDULING CODE - FLEET		
	PAINT		
9943004	BUMPER UNPAINTED	P	0
9943048	DAY CAB BULK PAINT	P	0
9943050	Day Cab Standard Paint	P	0
9944820	1 Color Paint Day Cab White If No Color Specified	P	0
9960006	***PAINT SKETCH VERIFIED***	U	0
9965510	PAINT:BASE COAT/CLEAR COAT*REQS PAINT EXTERIOR & PAINT COLOR L SERIES CODES*	P	0

KENWORTH
VMXXR036-1

CHASSIS FINAL BILL
FOR VIN 1NKZX4TX2SJ155115

PAGE 009
AS OF 08/31/24

UNIT TYPE 2 OF FLEET 155114 THRU 155117

CODE	DESCRIPTION	PUB CD	PRICE
9999995	CANCEL/REORDER CHASSIS	P	0
N9994	EMAIL: CRAIG.STOLLINGS@THETRUCKPEOPLE.C		
N9995	CELL PHONE: 276-608-6973		
N9996	SALESPERSON ID: CRAIG STOLLINGS		
N9997	DEALER CONTACT		
N9998	NAME: CRAIG STOLLINGS PH: (276) 628-81		
N9999	JAL 07/08/24 OC016		

** TOTAL ESTIMATED WEIGHT

TOTAL LIST PRICE 317,597

BELOW CHARGES NOT INCLUDED IN TOTAL LIST PRICE

9510938 - 2024 SCHEDULING CODE - PROGRAM 0

9511043 - TC570 2H 2024 CLASS 8 SALES PROGRAM 0

ADJUSTED LIST PRICE 317,597

PROMOTION PROGRAM CODE 0000859 @ 0.00 % 0

TC570 2H 2024 SALES PROGRAM US - X15

SURCHARGE/OPTIONS NO DISC

9212021 - PROGNOSTICS CONNECTION FEE 100

9212651 - TRUCKTECH+ RD - 3YR SUB 499

CUMMINS ENGINES

9220001 - BASE WARR: EMISSIONS 0

5YR/100K MI - EPA ENGINE

TOTAL SURCHARGE/OPTIONS NOT SUBJECT TO DISC 599

OPTIONAL EXT WTY & PRV MNT

9200021 - BASE WARR: STANDARD SERVICE HEAVY DUTY 0

12 MONTHS/100K MI/160K KM

TOTAL OPTIONAL EXT WTY & PRV MNT 0

TOTAL TIRE FET INCLUDED -- AS PRODUCED 392

MARKETING AND TECHNOLOGY FEE 1,395

** WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE
UNPUBLISHED OPTIONS. ACTUAL "SHIPPING" WEIGHT MAY VARY.

Carolina Environmental Systems, Inc.

*306 Pineview Drive, Kernersville, NC 27284
2701 White Horse Road, Greenville, SC 29611
500 Lee Industrial Blvd, Austell, Ga 30168*

Phone: 800-239-7796

336-869-9900

HOIST QUOTE

11/25/24

WorldWide Equipment
Mr. Craig Stollings

We would like to submit the following specifications and pricing on one (1) new Galbreath Rolloff hoist and Pioneer tarper mounted on a 2025 Kenworth T880 chassis with Allison 4500RDS Transmission.

Hoist Specs

New Galbreath 60,000 lbs. reeving type outside rail

Model – U5-OR-174

48 degree dump angle

Front – automatic nose roller container lock, rear ratchet straps

Main frame – 8"x4"x1/2" A500 tubing

Cylinders: Lift 6"x4.5" rod x 72", Reeving 7"x3" rod x 80"

Low pressure hydraulics – 1850 PSI

50 gallon oil tank with filter

Hot Shift PTO for Allison 4500

Inside air controls, outside levers

Hoist up – in cab – light

Automatic rear folding ICC bumper, back up alarm

Rear light bar with 4" recessed bulbs, 4-red LED, 2-clear regular, LED side markers

Mid body turn signals – LED

Steel tool box – 48" x 20" x 16"

Tandem steel fenders

Work lights on tarp gantry

Mud flaps

Hucks bolts used on mounting at CES facility

RP4500SARG Pioneer rack and pinion tarp system with integrated valve

Galbreath warranty – 1 year excluding cable, 2 year hydraulic

High gloss black paint

Overspeed PTO/Pump Protection

Mounted Price:

\$ 62,500.00 Each

Price does not include any applicable taxes, FET, or delivery

Price is subject to change due to steel surcharge changes.

We sincerely appreciate the opportunity to submit the above quotation. If we may answer any questions or be of service to you in any way, please do not hesitate to contact us at 1-800-239-7796.

Sincerely,

Jimmy Davis

Carolina Environmental Systems

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: **January 21, 2024**

ITEM TITLE:

Procurement #: ITB 24-01 Title: Detention Center Sewage Screen Department(s): Detention Center Amount: \$441,790.00
Contingency 10%: \$ 44,179.00
Total: \$485,969.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2024-2025 budget process. Finance Approval: _____
Budget: **485,969.00** Project Cost: **485,969.00** Balance: **\$0.00**

BACKGROUND DESCRIPTION:

There are excessive amounts of debris being flushed at the Oconee County Detention Center, which is causing problems in the City of Walhalla's sewage pump station. The present screening system at the Detention Center is inadequate to address the waste material coming into the sewer at that point. A new screening system that can adequately remove the trash and other materials that are being discarded is required to avoid financial penalties resulting from Consent Orders from the Oconee Joint Regional Sewer Authority.

On February 8, 2022, under Ordinance Sec. 2-436. - Professional services, the County entered into an agreement with Goldie and Associates of Seneca, SC to provide an assessment of the current issues of the screen in place, to include; identification of the existing screen system, measuring the existing facilities so that a new screen system could be sized, identify alternative screen systems and provide budgetary pricing for design.

On September 5, 2024, formal sealed bids were opened for the Detention Center Sewage Screen Project. Ten (10) companies were originally notified of the bid opportunity. Three (3) companies submitted bids, with Greenstone Construction of Seneca, SC submitting the lowest, responsive bid. Base Bid \$430,000.00, Add Alternate \$11,790.00 for a total Bid in the amount of \$441,790.00.

Staff is requesting a 10% owner's contingency to allow for unforeseen items that may arise.

ATTACHMENT(S):

1. Bid Tab

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve ITB 24-01 Detention Center Sewage Screen to Greenstone Construction, LLC of Seneca, SC in the amount of \$441,790.00, plus a 10% contingency in the amount of \$44,179.00, for a total award of \$485,969.00.
2. Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.
3. Authorize the County Administrator to transfer funds to the appropriate line items.

Submitted or Prepared By: _____ Approved for Submittal to Council: _____
Tronda C. Popham, Procurement Director 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.

Bidders				Greenstone Construction, LLC	Harper General Contractors, Inc.	Moorhead Construction, Inc.			
Address				Seneca, SC	Greenville, SC	Anderson, SC			
1	1	LS	Mobilization	17,660.00	17,660.00	29,071.64	29,071.64	12,740.00	12,740.00
2			Equipment Purchase (including sales tax freight, markup, etc)						
a	1	LS	Aqualitec DV400 FC Vertical Bar Screen	167,140.00	167,140.00	175,387.34	175,387.34	169,160.00	169,160.00
b	1	LS	Aqualitec CC 200 Compactec	75,030.00	75,030.00	86,969.57	86,969.57	81,920.00	81,920.00
3	1	LS	Install Bar Screen	90,260.00	90,260.00	96,801.81	96,801.81	149,310.00	149,310.00
			a.Saw cut concrete area and excavate for bar screen						
			b.Install 6" stone base for bar screen unit						
			c.Place compacted 6" stone base for bar screen unit						
			d.Install bar screen unit with concrete box						
			e.Pour concrete to new bar screen structure and on 6x6 WWF and insert dowel rods						
			f.Cut existing 8" PVC sewer pipe and connect to bar screen						
4	1	LS	Install Water Service	11,650.00	11,650.00	8,885.70	8,885.70	33,490.00	33,490.00
			a. Connect to existing plumbing with reducer as needed						
			b. 1" ball valve						
			c. Connect with new 1" pex Approximately 36 feet of 1" pex to bar screen						
			c. Core through brick wall and patch						
			d. Run pipe into the ground. Insulate exposed pipe						
			e. Cut and replace concrete and gravel as needed						
			f. Connect to bar screen unit						
			g. RPZ backflow preventer assembly with added electrical as shown on the drawings						
5	1	LS	Install Electrical Service	58,950.00	58,950.00	51,169.98	51,169.88	48,210.00	48,210.00
			a. Replace disconnect at cooler compressor with new J-box .						
			b. Change labels in existing control panel inside the building for bar screen						
			c. Route new electrical wire in conduit under eave and along ceiling of shelter to new disconnect						
			d.Install new disconnect and mount to existing wall						
			e.Install new control panel and mount to existing wall						
			f. Install electrical wire and conduit from panel to bar screen. Cut and replace concrete as needed.						
			g. Connect to bar screen unit						
6	1	LS	Remove interior fencing and gates	3,310.00	3,310.00	6,606.79	6,606.79	3,790.00	3,790.00
7	1	LS	Cut existing fence and install two 6-foot gates (existing onsite gates may be used if desired)	4,200.00	4,200.00	7,794.10	7,794.10	3,000.00	3,000.00
8	1	LS	Add fencing as needed to complete fence enclosure	1,800.00	1,800.00	7,794.10	7,794.10	3,000.00	3,000.00
Grand Total without Alternate 1					430,000.00		470,480.93		504,620.00
9	1	LS	Alternate 1 Remove existing island, repair asphalt, install new manhole cover and lid flush with new asphalt	11,790.00	11,790.00	28,969.64	28,969.64	15,000.00	15,000.00
Grand Total with Alternate 1					441,790.00		499,450.57		519,620.00

Attended Bid Opening:
In-person: Tronda Popham, Heather Downing and Madison Addington Via Zoom: Justin Brooks - Moorhead Construction, Calvin Mitchell - Greenstone General Contractors, Pam Williams and Bob Schmidt - Goldie and Associates

LINDER

INVOICE NO RRG000782-2	INVOICE DATE 12-04-2024
PAYMENT TERMS N10 PROX	

LINDER INDUSTRIAL MACHINERY
525 OLD JONES ROAD
GREER SC 29651
PH 864-877-8962

CUSTOMER NO BP0008529
CUSTOMER PO 56330

RENTAL INVOICE

INVOICE TO:

OCONEE COUNTY
VEHICLE MAINT
15026 WELLS HWY
SENECA SC 29678

SHIP TO:

OCONEE COUNTY
15031 Wells HwySolid Wast
Seneca SC 29678

SOLD TO : BP0008529
SALESMAN : Halbert, Tyler T.
CONTACT : SCOTT(EMAIL) DURHAM

RENTAL CONTRACT : RRG000782

SET	UNIT	QTY	PRICE	TOTAL
10	E00064116 D65PX-18 CRAWLER DOZER / WASTE KOMATSU MODEL:D65PX-18 S/N:96304 BILLING PERIOD: 11-18-2024 THRU: 12-15-2024	1	28,000.00	28,000.00

SALES TAX DETAILS:

SC99 -SOUTH CAROLINA STATE : 1,680.00

TOTAL RENTAL	28,000.00
MISC CHARGES	0.00
SALES TAX	1,680.00
TOTAL AMOUNT (USD)	29,680.00

PLEASE REMIT TO:
P.O. BOX 743637, ATLANTA, GA 30374-3637

TERMS: All charges during any month are due by the 10th of the following month. Any invoice not paid by the 25th day of the month following shall be subject to a late charge at eighteen percent (18%) per annum.
In the event of default of any description, Applicant agrees to pay all costs of collection, including reasonable attorney's fees incurred by LIMCO, whether involving litigation or not, whether incurred prior to or after entry of judgement or other relief for LIMCO. Failure of Applicant to notify LIMCO of any objection to any invoice charges for parts and/or services within 30 days of the date of the invoice is applicant's unconditional agreement to pay such invoice charges without dispute and that all charges are validly due and owing.

GRANTS - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: January 21, 2025

ITEM TITLE:

Council consideration and approval of payment allocation for Amendment #3 to Owner-Engineer Agreement between the Oconee Joint Regional Sewer Authority [OJRSA] and David & Floyd Engineering for additional services related to a permanent creek crossing and water service for the Welcome Center Pump Station for Sewer South Phase II.

Amendment Amount: \$89,313

Total Project Cost (Amended) \$513,813

FINANCIAL IMPACT:

On May 2, 2023, Oconee County Council approved funding in the amount of \$424,500 for engineering and professional services, plus an additional contingency amount of \$575,500. The contingency is designated for any unforeseen costs that may arise.

Original Approved Amount: \$424,500

Original Approved Contingency Amount: \$575,500

Project Total: \$1,000,000

Amended Amount: \$513,813 (Increase \$89,313)

Amended Contingency Amount: \$486,187 (Decrease \$89,313)

Project Total: \$1,000,000

Budget: **\$1,000,000**

Project Cost: **\$379,762**

Balance: \$620,238

Funding will be provided through the Economic Development Capital Projects (315) Fund.

BACKGROUND DESCRIPTION:

OJRSA and Davis and Floyd, Inc., entered into an Owner-Engineer agreement on May 4, 2023 for engineering services related to Sewer South Phase II.

On December 13, 2024, Davis and Floyd submitted Amendment #3 for the design, permitting, bidding assistance and limited construction administration / observation of a new permanent creek crossing and water service.

On December 19, 2024, the Oconee Joint Regional Sewer Authority received its permit to operate the I-85 Corridor sewer service for Sewer South Phase II. Because this was the longest project in the Rural Infrastructure Authority's history, there was much push to complete and close out the project documents.

Remaining items related to water service and permanent easement access were determined to be necessary for the future maintenance of the system. The Amendment is for engineering services for a permanent creek crossing consisting of reinforced embankment over a stream crossing; and a water service line routed from an existing 8-inch water main owned and operated by Pioneer Rural Water District. An easement or encroachment is needed for this new water line.

Staff anticipates this to be the last necessary Amendment for Professional Services related to the maintenance and operations of the Sewer South Phase II system.

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.

SPECIAL CONSIDERATIONS OR CONCERNS:

ATTACHMENT(S):

1. Amendment to Owner-Engineer Agreement #3
2. Exhibit A- Preliminary Creek Crossing Drawings by GeoTrack Technologies, Inc.
3. Exhibit B- Preliminary Creek Crossing Cost Estimate by Don Moorhead Construction Company
4. Exhibit C – Preliminary Water Service Drawing
5. Exhibit D – Preliminary Water Service Cost Estimate by Don Moorhead Construction Company

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve payment allocation for Amendment #3 to the Owner-Engineer Agreement between the Oconee Joint Regional Sewer Authority and Davis and Floyd, Inc. in the amount of \$89,313.

Submitted or Prepared By: _____

Approved for Submittal to Council: _____

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.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 4/24/2023.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3**

The Effective Date of this Amendment is: 12/16/2025.

Background Data

Effective Date of Owner-Engineer Agreement: 05/04/2023

Owner: Oconee Joint Regional Sewer Authority (OJRSA)

Engineer: Davis & Floyd, Inc.

Project: I-85 Corridor Sewer Expansion

Nature of Amendment:

Additional Services to be performed by Engineer

Modifications of payment to Engineer

Description of Modifications:

Stream crossing embankment and water service (see attached scope).

Agreement Summary:

Original agreement amount:	\$ <u>424,500.00</u>
Net change for prior amendments:	\$ <u>10,663.00</u>
This amendment amount:	\$ <u>78,650.00</u>
Adjusted Agreement amount:	\$ <u>513,813.00</u>

Change in time for services (days or date, as applicable): N/A

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

Oconee Joint Regional Sewer Authority

By: _____

Print

name: Christopher R. Eleazer, MPA

Title: Executive Director

Date Signed: _____

ENGINEER:

Davis & Floyd, Inc.

By: _____

Print

name: Michael V. Horton, PE, CFM, LEED-AP

Title: Chief Engineering Officer

Date Signed: 12/13/2024

DAVIS & FLOYD

PLAN | DESIGN | ENGINEER

I-85 Corridor Sewer Expansion Oconee Joint Regional Sewer Authority

Amendment 3 – Stream Crossing for Gravity Sewer Access at Broomway Pump Station & New Water Service Extension at Welcome Center Pump Station

Amendment 3 - Project Understanding & Approach

Davis and Floyd, Inc. (D|F) understands that the Oconee Joint Regional Sewer Authority (Client), in conjunction with Oconee County, is requesting Professional Services for design, permitting, bidding assistance, and limited construction administration/observation of a new permanent creek crossing and water service.

The permanent creek crossing would consist of a reinforced embankment installed over the unnamed USACE jurisdictional stream south of the recently constructed Broomway Lane Pump Station. The purpose of the creek crossing is to establish vehicular access to the newly constructed portion of gravity sewer bounded by the I-85 right-of-way on the south side and the unnamed USACE jurisdictional stream on the north side. The creek crossing embankment would be installed within Client's existing 30-foot permanent gravity sewer easement. As part of the I-85 Corridor Sewer Expansion Project, D|F provided preliminary drawings developed by GeoTrack Technologies, Inc. (D|F's subconsultant) and a preliminary cost estimate prepared by Don Moorhead Construction Company (general contractor). The preliminary drawings and cost estimate are attached as Exhibits A and B, respectively.

The water service would consist of a water line routed from the existing 8-inch water main at the dead end of SC-11 on the south side of I-85 to the recently constructed Welcome Center Pump Station. The purpose of the water line is to provide water for pump station maintenance, cleanup, and periodic flushing of the pump station due to initial low influent flow. The existing 8-inch water main is owned and operated by Pioneer Rural Water District and lies on South Carolina Highway Department (SC Hwy. Dept. a.k.a. SCDOT) property. The new water line would be routed through the SC Hwy. Dept. property and the SCPRT property to the Client's existing 20-foot permanent sewer force main easement, and then run approximately 2,140 linear feet (LF) to the Welcome Center Pump Station. Based on the assumed route, the Client will need to acquire an easement or encroachment permit from the SC Hwy. Dept. and an easement from SCPRT for the new water line. A preliminary drawing of the water line route is included in Exhibit C and a preliminary cost estimate provided by Don Moorhead Construction Company for 2,000 LF of 1" and 2" HDPE water service line is included in Exhibit D.

Project Assumptions

This Scope of Services is based upon the following assumptions:

- The Client's coverage under the USACE Nationwide Permit No. 58 (SAC-2022-00039) for the I-85 Corridor Sewer Expansion Project will be will need to be modified for the additional permanent stream impacts of the reinforced embankment. It's assumed that a mitigation plan will not be required.
- A SCDHEC NPDES Less-Than-One-Acre Permit will suffice for all the project land disturbance areas, including areas which were already permitted as part of the I-85 Corridor Sewer Expansion project.
- A SCDOT encroachment permit will be required for the water line.
- SCDOT and SCPRT will approve of the proposed water line route shown in Exhibit C.

- The Client will be responsible for acquiring all easements.
- Additional survey data for the water service connection on SC-11, and survey to update the creek crossing existing conditions plan is required.
- No additional hydraulic stormwater design for the creek crossing is required.
- The creek crossing details provided by GeoTrack Technologies, Inc. will be used to supplement D|F's site plan for the creek crossing. No other drawings will be provided for the creek crossing.
- Construction contract time will be 3 months or less.
- Only 1 construction contract will be administered by D|F.
- No pre-bid conference or construction progress meetings will be held. D|F will provide Client with brief construction progress updates as needed.
- The Contractor will provide survey verifications and redlined record drawings.
- The Client will be solely responsible for project funding and requires no assistance from D|F for coordination with others for funding related matters.
- The Client will directly pay all fees associated with the new water service.
- Project documents will be kept electronically. Paper copies of project documents will be provided at D|F's discretion. Client requested paper copies of project documents will be billed as a reimbursable expense according to D|F's standard rates.

Task A – Design & Permitting

1. Limited Project Management and Coordination
Internal tasks associated with project setup, closeout, emails, accounting, project management, quality control, quality assurance, correspondence, addressing client review comments, etc.
2. Initial Site Visit
D|F will conduct 1 site visit to review the existing conditions and establish proposed route for field survey of new water service to the Welcome Center Pump Station.
3. Field Survey of Existing Conditions:
D|F will provide field survey for the creek crossing to provide an accurate existing conditions drawing. D|F will also provide field survey for a limited area near the existing 8" water line on SC 11 to supplement survey data from the I-85 Corridor Sewer Expansion Project.
4. Easement Sketches:
D|F will provide easement sketches for the water service where it crosses SCDOT and SCPRT properties. The easement sketches will be similar to attached sample easement sketch (Exhibit E). Note that an easement may not be required for the SCDOT property if SCDOT indicates that an encroachment permit will suffice.
5. Drawings
Drawings for creek crossing and water service with supplemental sheets provided by GeoTrack Technologies, Inc.
6. Project Manual
EJCDC front-end contract documents and technical specifications

7. Revision to USACE Nationwide Permit No. 58
Lowrys Environmental & Ecological Services, LLC has provided a quote for professional services to have the permit revised for the additional impacts, which is included in D|F's fee for this amendment.
8. SCDHEC NPDES Less-Than-One-Acre Permit Application
Preparing/submitting application. No review comments anticipated due to type of permit.
9. SCDOT Encroachment Permit Application
Preparing/submitting application for proposed water service through SCDOT property. Address 2 rounds of review comments. Note that an easement may be required in lieu of encroachment permit.

Task B – Bidding Assistance

1. Bid Document Distribution and Distribution List Management
D|F will distribute bid documents using D|F's FTP site. Bidders must register with D|F to receive access. D|F will periodically update and upload a distribution list indicating which entities have registered as bidders.
2. Addenda and Responses to Bidder Questions
D|F will respond to technical bidder questions submitted in accordance with the conditions of the Bid Documents and prepare up to 1 addendum.
3. Bid Opening
D|F will lead the bid opening and summarize the results.
4. Bid Tabulation
D|F will prepare a certified tabulation of bids.
5. Award Recommendation
D|F will provide an award recommendation letter.

Task C – Limited Construction Contract Administration

1. Document Management
Assist with updating, organizing, and distributing contract documents such as Notice of Award, Agreement, and Notice to Proceed.
2. Pre-Construction Conference
D|F will lead the pre-construction conference, provide agenda, and provide meeting minutes.
3. Submittal Review
D|F will review Contractor's submittals for general conformance with the contract documents.
4. General CA
D|F will review Contractor's requests for information and pay applications, and will provide limited assistance to Client for field orders, change orders, certificate of substantial completion, and notice of acceptability of work.

5. Inspection and Testing for Stream Crossing
Schedule third-party testing for the creek crossing reinforced embankment and review results for general conformance with construction documents (GeoTrack Technologies, Inc. has provided a scope of services and fee).
6. Limited Construction Observation
Provide limited periodic construction observation of construction progress, discuss field conditions, document site visits, and witness testing for water service. DJF's scope includes 4 visits (4 hours per visit) for the creek crossing and 2 visits (4 hours per visit) for the water line.
7. Project Close Out Site Visits
DJF will provide 1 site visit upon Contractor's notice of substantial completion to observe Contractor's progress. DJF will provide 1 site visit upon Contractor's notice of final completion to observe Contractor's progress.
8. Record Drawings
DJF will provide Client with record drawings in PDF file format. DJF will rely on Contractor's record drawing markups and survey data verifications.
9. Compile and Submit Project Closeout Documents
DJF will compile project records and submit to Client.

Deliverables

1. Bid Documents
Drawings, project manual, and addendum (if needed).
2. Certified Bid Tab
Bid tabulation certified by a Professional Engineer licensed in South Carolina.
3. Engineer's Award Recommendation
Engineer's award recommendation letter signed by a Professional Engineer licensed in South Carolina.
4. Record Drawings
Record drawings incorporating survey data and markups provided by Contractor.
5. Closeout Documents
Project records such as shop drawings, release of liens, substantial completion certificate, final completion certificate, and other documents at DJF's discretion.

Attachments: Exhibit A: Preliminary Creek Crossing Drawings
Exhibit B: Preliminary Creek Crossing Cost Estimate
Exhibit C: Preliminary Water Service Drawing
Exhibit D: Preliminary Water Service Cost Estimate
Exhibit E: Sample Easement Sketch

(End of Scope of Services)

EXHIBIT A

Preliminary Creek Crossing Drawings by GeoTrack Technologies, Inc.

GENERAL REINFORCED SLOPE NOTES

GENERAL INFORMATION AND BASIS FOR DESIGN

INFORMATION USED BY GEOTRACK IN PREPARATION FOR THE DESIGN INCLUDED THE FOLLOWING:
 CIVIL PLANS: PLAN SHEET C320 OF THE PHASE 2A GRAVITY SEWER PROJECT, DATED MAY 2023, PREPARED BY DAVIS & FLOYD.
 ACCESS ROAD EXHIBIT DATED 9/12/23, PREPARED BY DAVIS & FLOYD.
 CREEK CROSSING PROFILE EXHIBIT, DATED 5/15/24, PREPARED BY DAVIS AND FLOYD.
 FILL BELOW CHW, DATED 5/22/24, PREPARED BY DAVIS AND FLOYD.
 GEOTECHNICAL REPORT: REPORT OF EMBANKMENT FOUNDATION SOIL EVALUATION, DATED 3/22/24, PREPARED BY GEOTRACK.

ANY CHANGES MADE TO THE ABOVE DOCUMENTS EITHER BEFORE OR AFTER THE SLOPE DESIGN, MAY INFLUENCE THE DESIGN. ANY DESIGN CHANGES OR ANY SITE CONDITIONS (EXISTING OR PROPOSED) THAT DIFFER FROM THESE PLANS SHOULD BE BROUGHT TO THE DESIGNER'S ATTENTION.

MATERIALS

THE WIRE FORMS SHALL BE 18" BY 18" WELDED WIRE FABRIC MANUFACTURED FOR SOIL SUPPORT. EXAMPLE PRODUCTS INCLUDE STRATASLOPE AND RIDGESCAPE PRODUCTS. THE WIRE FORMS AND SUPPORT STRUTS SHALL BE HOT DIP GALVANIZED. FORMS DESIGNED TO RETAIN COARSE CRUSHED STONE SHALL HAVE MAXIMUM VERTICAL WIRE SPACING OF 2 INCHES.

ACCEPTABLE GEOGRID PRODUCTS INCLUDE STRATAGRID SQU80 AND MIRAGRID 3XT.

FILTER FABRIC, IF APPLICABLE, SHALL BE STRATA ST-160, OR SIMILAR.

MATERIAL SUBSTITUTIONS SHALL BE APPROVED BY THE DESIGNER.

FOR STONE-FACED SLOPES, THE SURFACE STONE SHALL BE CRUSHED STONE HAVING A MINIMUM SMALLEST PARTICLE DIMENSION OF 3 INCHES.

THE REINFORCED AND RETAINED FILL ZONES SHALL BE CRUSHED STONE, INCLUDING NO. 57 STONE, OR SIMILAR, WHERE SPECIFIED. COMPACTED CRUSHER-RUN OR GRADED AGGREGATE BASE MAY BE SUBSTITUTED FOLLOWING FOUNDATION STABILIZATION.

SOIL FILL (COMPACTED STRUCTURAL FILL) MAY BE USED TO CONSTRUCT THE EMBANKMENT, INCLUDING RETAINED SOIL ZONES, WHERE SHOWN IN THE TYPICAL PROFILE. COMPACTED STRUCTURAL FILL SHALL HAVE A STANDARD PROCTOR MAXIMUM DRY DENSITY OF AT LEAST 90 POUNDS PER CUBIC FOOT, A MAXIMUM OF 45 PERCENT PASSING THE NO. 200 SIEVE, LESS THAN 5 PERCENT ORGANICS, A MAXIMUM LIQUID LIMIT OF 50, A MAXIMUM PLASTICITY INDEX OF 15, AND LESS THAN 5 PERCENT ROCK FRAGMENTS OR OTHER COARSE PARTICLES EXCEEDING THREE INCHES IN GREATEST DIMENSION.

ALL SOIL FILL AND CRUSHER-RUN ASSOCIATED WITH THE SLOPE SYSTEMS (INCLUDING REINFORCED FILL, FILL TO ACHIEVE FOUNDATION GRADES, AND UTILITY/CONFINED EXCAVATION BACKFILL BELOW OR BEHIND THE SLOPE) SHALL BE COMPACTED TO AT LEAST 95% OF THE MATERIAL'S STANDARD PROCTOR MAXIMUM DRY DENSITY. THE MOISTURE CONTENT OF THE FILL, AT THE TIME OF PLACEMENT, SHALL GENERALLY BE WITHIN PLUS OR MINUS 3 PERCENT OF THE OPTIMUM MOISTURE CONTENT.

DESIGN

THE SLOPE DESIGN CONFORMS TO THE COMMON STANDARDS OF ENGINEERING PRACTICE FOR SIMILAR INSTALLATIONS IN THE SITE AREA, FOR SIMILAR PROJECTS, AND AT THE TIME OF THE DESIGN. DESIGN PROCEDURES AND MATERIAL SPECIFICATIONS MAY VARY IN OTHER AREAS.

SOIL STRENGTHS USED IN THE DESIGN ARE SUMMARIZED BELOW, ALONG WITH REFERENCED INFORMATION SOURCES:
 REINFORCED ZONE: ANGLE OF INTERNAL FRICTION (ϕ) = 45°; COHESION = 0 POUNDS PER SQUARE FOOT (PSF); MOIST UNIT WEIGHT = 105 POUNDS PER CUBIC FOOT (PCF)
 RETAINED ZONE: ϕ = 45°; COHESION = 0 PSF; MOIST UNIT WEIGHT = 105 POUNDS PER CUBIC FOOT (PCF)
 FOUNDATION SOILS: VARIABLE; SEE GEOTECHNICAL REPORT.

THE DESIGN INCLUDED SURCHARGE PRESSURES ABOVE THE SLOPE TO ACCOUNT FOR VEHICULAR LOADS, PEDESTRIAN ACTIVITIES, LANDSCAPING, AND MAINTENANCE. THE DESIGN DID NOT CONSIDER CONCENTRATED SURCHARGES DIRECTLY BEHIND THE WIRE FORMS.

THE FOUNDATION SOIL CONDITIONS SHALL BE CORRECTED AS NEEDED, AS OUTLINED IN THE GEOTECHNICAL RECOMMENDATIONS.

DETAILED FENCE OR GUARD RAIL DESIGN IS NOT INCLUDED AS PART OF THIS WALL DESIGN. THE ANCHOR POST DETAIL SHOWN HEREIN ADDRESSES GRID PENETRATIONS. THE RAILING SYSTEM SHOULD BE DESIGNED AND INSTALLED BY OTHERS.

INSTALLATION

THE LOCATIONS, DIMENSIONS, AND ELEVATIONS OF ALL CRITICAL SLOPE COMPONENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS. CRITICAL COMPONENTS INCLUDE, BUT NOT BE LIMITED TO: STRIPPING AND STABILITY OF THE FOUNDATION (FILL SUPPORTING) SOILS, THE OVERALL SLOPE SECTION HEIGHTS, REINFORCING GEOGRIDS, AND DRAINAGE/EROSION CONTROL SYSTEMS. ANY FIELD CONDITIONS PREVENTING THOSE INSTALLATIONS SHALL BE BROUGHT TO THE DESIGNER'S ATTENTION.

THE GEOGRIDS SHALL BE INSTALLED TO WITHIN 3 INCHES OF THE VERTICAL FORM SECTIONS AND BEHIND THE WIRE FORMS.

WIRE TIES OR NYLON ZIP-TIES SHALL BE USED, AS NECESSARY, TO MAINTAIN WIRE FORM AND GRID ALIGNMENT DURING CONSTRUCTION.

THE STRONG AXIS OF THE PRIMARY GEOGRIDS SHALL BE PERPENDICULAR TO THE SLOPE FACE.

THE FILTER FABRIC SHALL BE OVERLAPPED AT LEAST 4 INCHES ALONG EDGES.

ALL GEOGRIDS SHALL BE CONTINUOUS (NO GAPS) ALONG THE SLOPE FACE. GEOGRIDS SHALL BE LAID FLAT AND PULLED TAUT BEFORE BACKFILLING. LANDSCAPING STAPLES OR OTHER SATISFACTORY MEANS SHALL BE USED TO KEEP THE GRIDS FLAT AND TAUT DURING BACKFILLING.

GRIDS SHALL NOT BE CONTINUOUS ACROSS THE EMBANKMENT BETWEEN OPPOSING WIRE FORMS. SEPARATE GRIDS SHALL BE PLACED FOR EACH FACE FORM. GRIDS SHALL OVERLAP WHERE NECESSARY, WITH MINIMUM 3 INCHES OF SOIL SEPARATION BETWEEN GRIDS.

THE GRIDS MAY OCCASIONALLY BE INCLINED SLIGHTLY TO ACCOMMODATE OTHER INSTALLATIONS SUCH AS CURBS, PAVEMENT, SLABS, AND PIPING.

CONSTRUCTION EQUIPMENT SHALL NOT OPERATE DIRECTLY ON THE GRIDS. AT LEAST 6 INCHES OF SOIL SHALL SEPARATE TRACKED EQUIPMENT FROM THE GRIDS.

THE INSTALLATION OF ALL BACKFILL OBSTRUCTIONS SHALL BE COORDINATED BY THE GENERAL CONTRACTOR CONCURRENTLY WITH SLOPE INSTALLATION. SUCH OBSTRUCTIONS SHALL INCLUDE (BUT NOT NECESSARILY BE LIMITED TO) PIPELINES AND CONDUITS, CURBS AND PAVEMENT STRUCTURES, WIRING, ETC. THE GEOGRIDS SHALL NOT BE CUT OR DISTURBED AFTER INSTALLATION EXCEPT TO INSTALL FENCE/GUARDRAIL POSTS.

THE AREAS ABOVE THE SLOPES SHALL NOT BE USED FOR CONSTRUCTION STAGING, MATERIAL STORAGE, OR STOCKPILES.

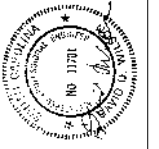
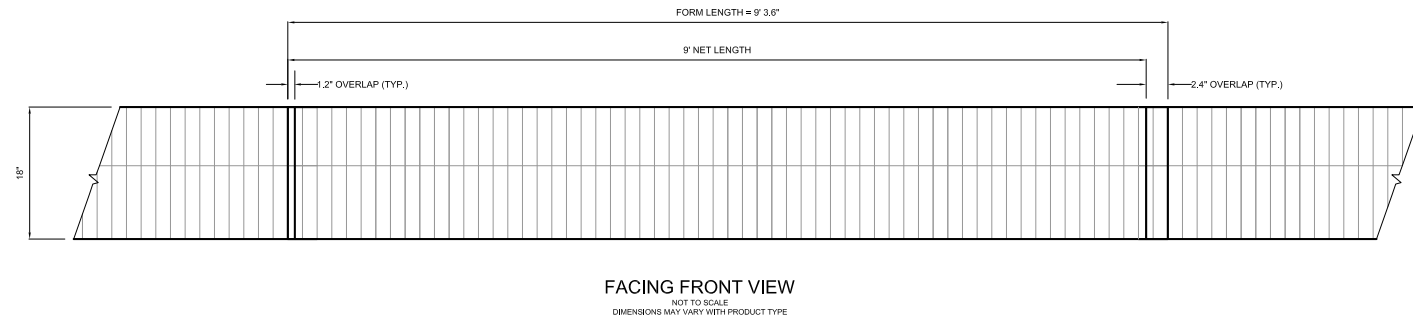
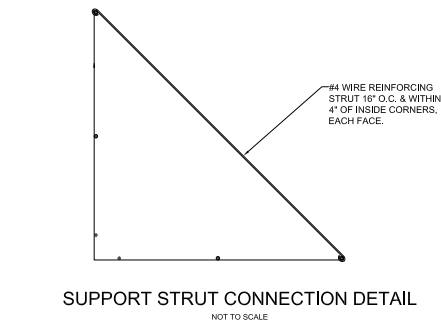
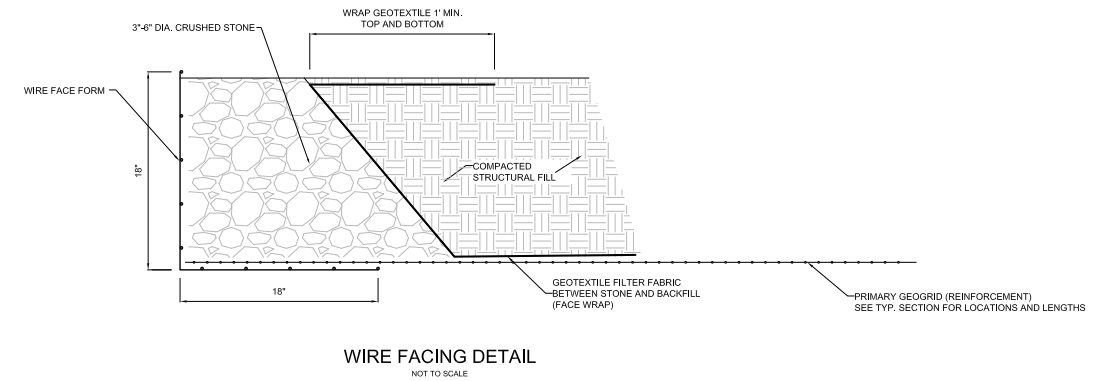
THE AREAS IMMEDIATELY ABOVE THE SLOPES SHALL NOT BE USED FOR TEMPORARY OR PERMANENT STORM WATER STORAGE OR EROSION CONTROL. DURING ALL PHASES OF CONSTRUCTION, INTERIM LIFTS OF REINFORCED FILL SHALL BE PLACED TO DIRECT TEMPORARY DRAINAGE AWAY FROM THE SLOPE TOP.

OPERATION AND MAINTENANCE

AFTER INSTALLATION IS COMPLETE, THE SLOPES SHALL BE PROTECTED FROM OTHER CONSTRUCTION AND MAINTENANCE ACTIVITIES. ANY INADVERTENT DAMAGE SHALL BE PROMPTLY CORRECTED USING METHODS ACCEPTABLE TO THE DESIGNER.

MAINTENANCE AND PERIODIC REPAIRS WILL BE NEEDED DURING THE SERVICE LIFE OF THE FACILITY. THE DESIGNER SHALL BE CONTACTED TO PROPERLY EVALUATE AND MODIFY THE SLOPE DESIGN IF CHANGES IN THE SITE USAGE ALTER GRADES NEAR THE SLOPE OR THE SURCHARGE LOADINGS.

MSE INSTALLATIONS ARE VULNERABLE TO EROSION, PARTICULARLY IN STEEPLY SLOPED AREAS. EROSION CONTROL MEASURES (RIP-RAP, ETC.) SHALL BE DESIGNED, INSTALLED, AND MAINTAINED BY OTHERS TO PREVENT DAMAGE TO THE SLOPES BY FLOWING WATER.



GEOTRACK
 Technologies, Inc.
 3620 PELHAM ROAD, P.O. BOX # 292
 GREENVILLE, SC 29615-5044
 864-329-0013

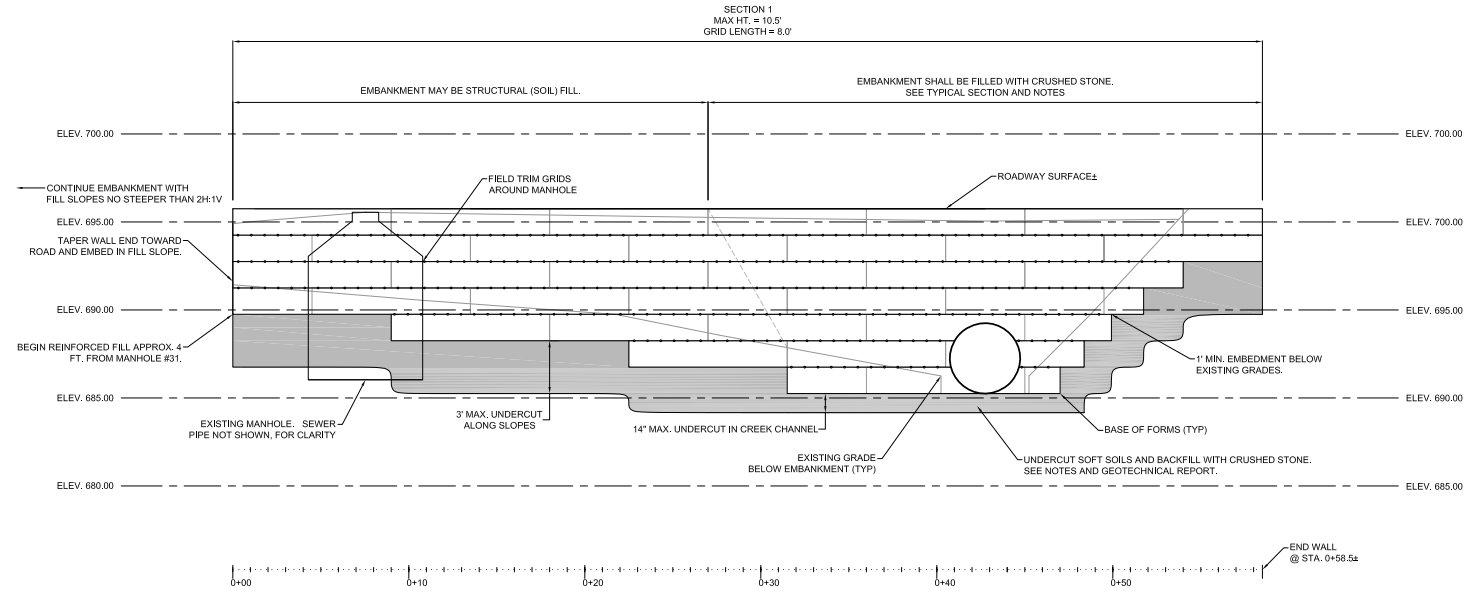
GEOTRACK PROJ. NO. 24-7491
 APRIL 12, 2024
 REVISED JUNE 11, 2024
 REVISED JULY 1, 2024

REINFORCED EMBANKMENT PLAN
 PERMANENT CREEK CROSSING
 I-85 SEWER PROJECT
 OCONEE COUNTY, SC

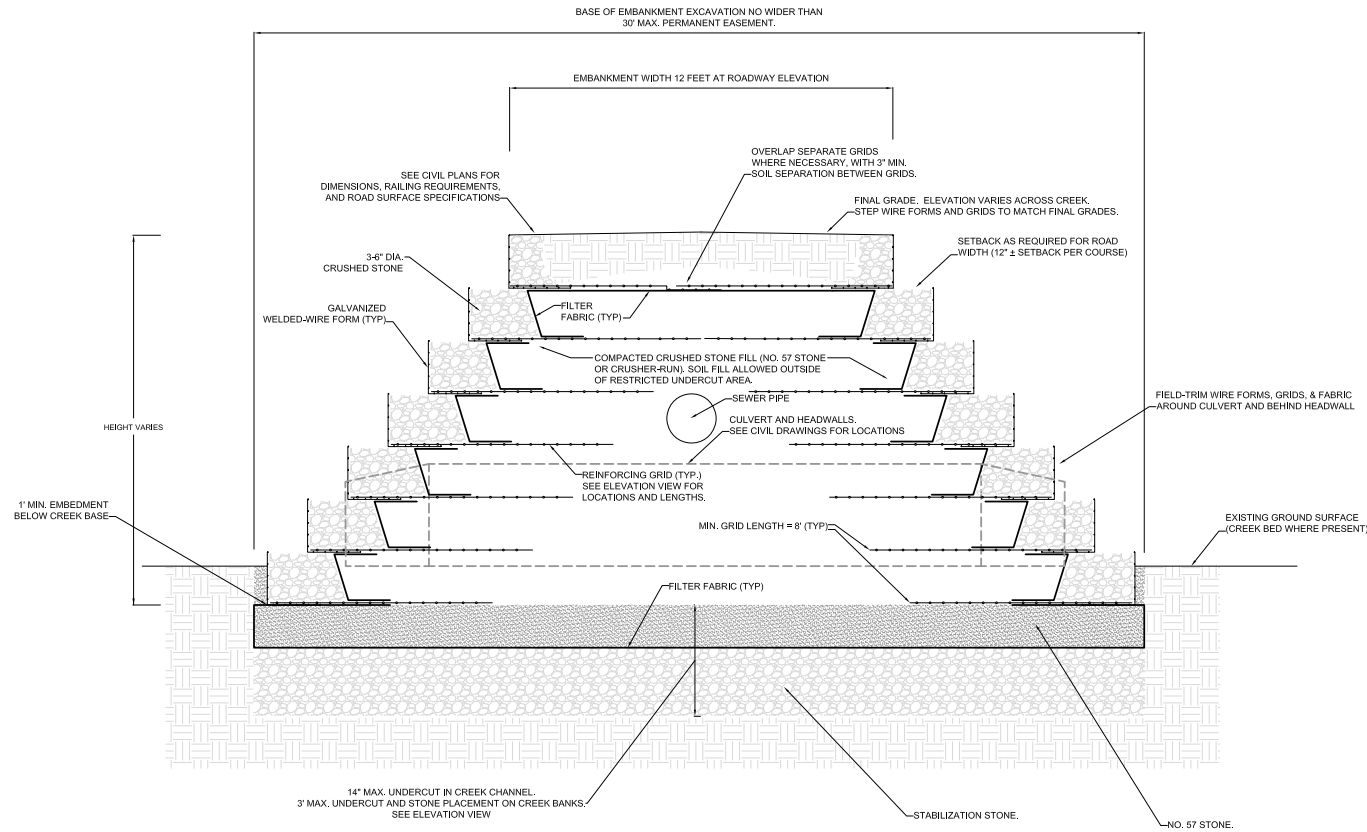
RS-2
 NOTES AND DETAILS

SHEET

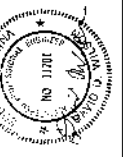
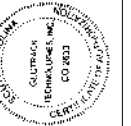
ELEVATION NOTES:
 THE ELEVATION VIEW IS BASED ON THE CIVIL DOCUMENTS REFERENCED IN THE GENERAL REINFORCED SLOPE NOTES.
 GRID LENGTHS ARE MEASURED FROM THE WIRE FORM FACES.
 WIRE FORM SIZES SHOWN ARE NOMINALLY 9 FEET LONG FULL-LENGTH AND 4.5 FOOT LONG HALF-LENGTH. ACTUAL SIZES OF FORMS MAY VARY WITH PRODUCT TYPE.
 FORMS MAY BE FIELD TRIMMED TO CONFORM TO FINAL GRADES. THEREFORE, TOP AND BOTTOM STEPS ARE APPROXIMATE. ACTUAL STEPS AND WALL HEIGHTS MAY VARY SLIGHTLY.



TYPICAL REINFORCED EMBANKMENT ELEVATION



TYPICAL SECTION
 NOT TO SCALE



GEOTRACK
 Technologies, Inc.
 3620 PELHAM ROAD, PMB # 292
 GREENVILLE, SC 29615-5044
 864-329-0013

GEOTRACK PROJ. NO. 24-7491
 REVISED JUNE 11, 2024
 REVISED JULY 1, 2024

REINFORCED EMBANKMENT PLAN
 PERMANENT CREEK CROSSING
 I-85 SEWER PROJECT
 OCONEE COUNTY, SC

SHEET
RS-1
 TYPICAL ELEVATION VIEW
 AND TYPICAL SECTION

EXHIBIT B

**Preliminary Creek Crossing Cost Estimate by Don Moorhead Construction
Company**

MOORHEAD



CONSTRUCTION INC.

Change Order Request

CO#	Owner Name:	Attention:	Date:
2	OJRSA	Ryan Love	1/2/2024

Summary:	Project Number:
Creek Crossing and Gabion Reinforced Slopes	

Description	Qty	Unit	Rate	Sub-Totals	Total Amount
Concrete Headwall and Materials	1	LS	\$ 32,116.05	\$ 32,116.05	
Fill Materials	1	LS	\$ 7,530.72	\$ 7,530.72	
Fill Materials Haul	1	LS	\$ 15,689.00	\$ 15,689.00	
Rip Rap as Required (Culvery Outlets)	1	SY	\$ 65.00	\$ 65.00	
Crushed Stone Surface (6" x 12' W)	20	TN	\$ 54.81	\$ 1,096.20	
Gabion Baskets	250	LF	\$ 15.00	\$ 3,750.00	
Gabion Fill Stone (Rip-Rap)	40	CY	\$ 125.00	\$ 5,000.00	
Geo - Grid	1000	LF	\$ 5.25	\$ 5,250.00	
Sub-Total				\$ 70,496.97	
Sales Tax				\$ 4,934.79	

Materials Total: \$ 75,431.76				
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Labor and Fees	Qty.	Unit	Rate	Total Amount
Project Management	8	Hour	\$ 140.00	\$ 1,120.00
Administration	8	Hour	\$ 75.00	\$ 600.00
Construction Crew	15	Day	\$ 3,400.00	\$ 51,000.00
Site Operations	15	Day	\$ 45.00	\$ 675.00
Labor and Fees Total:				\$53,395.00

Equipment Description	Qty.	Unit	Rate	Total Amount
Full Size Excavator or Loader	15	Day	\$ 750.00	\$ 11,250.00
Mini Excavator or Sklid Steer	15	Day	\$ 250.00	\$ 3,750.00
Service Truck	15	Day	\$ 75.00	\$ 1,125.00
Equipment Subtotal: \$				16,125.00

Change Order Subtotal			\$ 144,951.76
P/O: 15.00%	Contractor's Profit and Overhead		\$ 21,742.76

Contract Days		Additional Bonding (1%)	\$ 1,666.95
Current Final Completion Date:	4/11/2024	Total Change Order Request:	\$ 168,361.47
Additional Days Requested:	45	Previous Contract Amount	\$ 11,843,452.20
Revised Final Completion Date:	5/26/2024	Revised Contract Amount	\$ 12,011,813.67

Approvals

Moorhead Construction

Owner

Date

Date

EXHIBIT C

Preliminary Water Service Drawing

EXHIBIT D

**Preliminary Water Service Cost Estimate by Don Moorhead Construction
Company**

Ryan C. Love, PE

From: Justin Brooks <justin@moorheadconstruction.com>
Sent: Monday, May 6, 2024 4:06 PM
To: Ryan C. Love, PE
Subject: RE: Water service costs

Ryan,

It looks like it will cost about \$42,000 to run 2" hdpe and about \$38,000 to run 1" hdpe, based on 2k LF. I'm not sure we can get to this and have it done before the contract runs out.

This includes the materials, equipment, bond, fusing / fusing tech and grassing disturbed area back. It would take us about a week to install it.

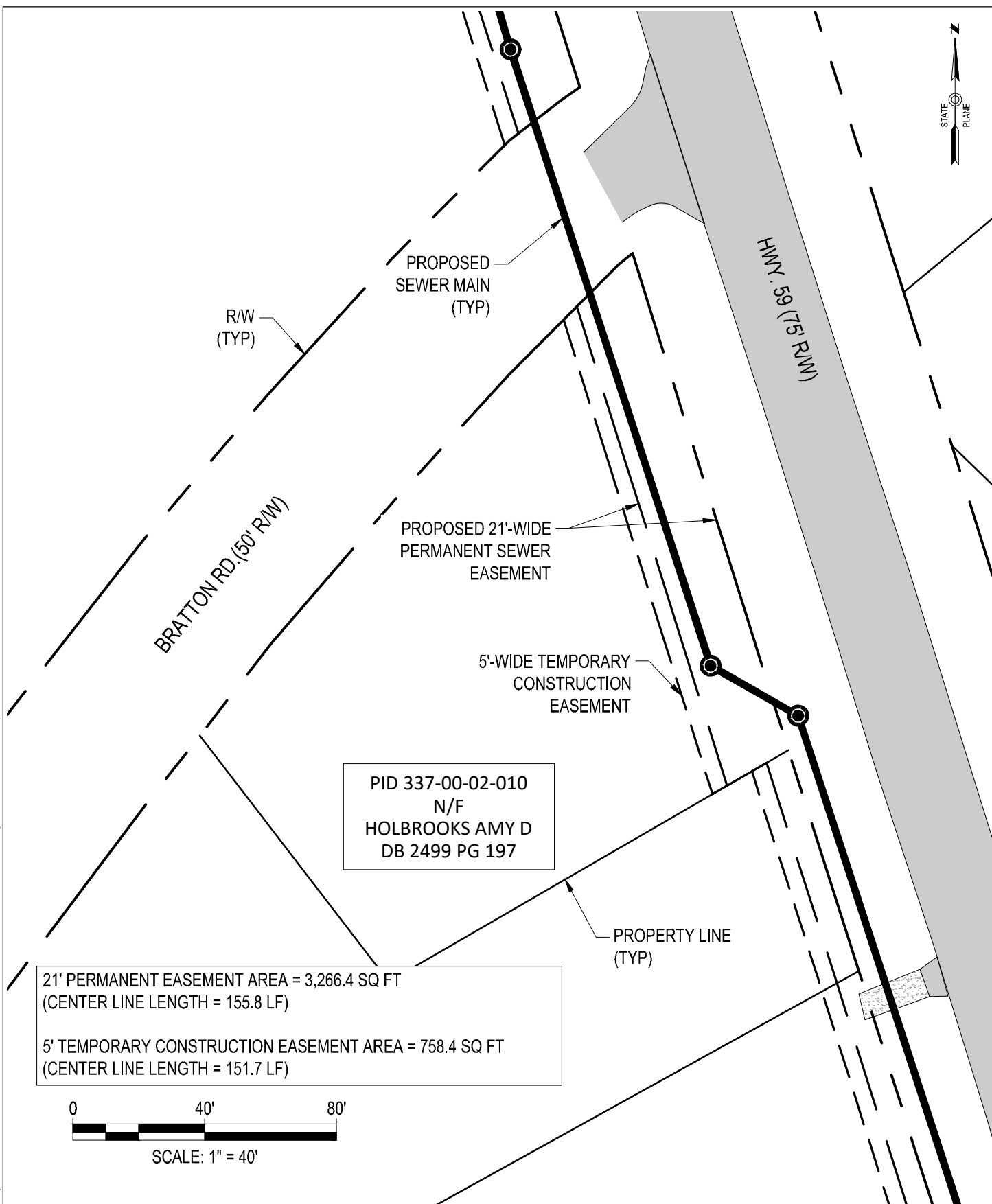
Thanks,

JB



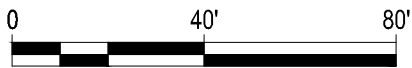
EXHIBIT E

Easement Sketch Example



21' PERMANENT EASEMENT AREA = 3,266.4 SQ FT
(CENTER LINE LENGTH = 155.8 LF)

5' TEMPORARY CONSTRUCTION EASEMENT AREA = 758.4 SQ FT
(CENTER LINE LENGTH = 151.7 LF)



SCALE: 1" = 40'

K:\Jobserver\45004-01\Production\Civil\Drawings\CAD\Plan Sheets\45004.01_PHASE 1A GRAVITY SEWER - EASEMENT EXHIBITS.dwg, 12/16/2023 11:12:02 AM, ryan c. love, eit

DESIGNED RCL	CHECKED JER	OWNER OCONEE JOINT REGIONAL SEWER AUTHORITY	DRAWING TITLE EASEMENT SKETCH PID #337-00-02-010	DATE DECEMBER 2023
DRAWN JPN	APPROVED JER	PROJECT TITLE I-85 CORRIDOR SEWER EXPANSION	SKETCH REFERENCE PHASE 1A GRAVITY SEWER	JOB NO. 045004.01
DAVIS & FLOYD SINCE 1884 WWW.DAVISFLOYD.COM		PROJECT LOCATION FAIR PLAY, SOUTH CAROLINA		EXHIBIT-12

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2024-28**

AN ORDINANCE AMENDING CHAPTER 10 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, EFFECTING A LIMITATION ON CERTAIN EMERGENCY POWERS AND DESIGNATING THE EMERGENCY MANAGEMENT DIRECTOR AS THE PRIMARY POINT OF CONTACT FOR THE COUNTY WITH OTHER JURISDICTIONAL AUTHORITIES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (“Code of Ordinances”), as amended;

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Chapter 10 of the Code of Ordinances by removing certain delineated emergency powers and by designating the emergency management director as the primary point of contact for the county with other jurisdictional authorities in the event of a declared emergency; and

WHEREAS, County Council has therefore determined to modify Chapter 10 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

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

1. Section 10-275 of Chapter 10 of the Code of Ordinances, entitled Emergency Management Division, is hereby revised, rewritten, and amended to read as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Attached hereto as Exhibit B is a

version of Exhibit A which reflects the changes to the prior provisions; Exhibit B is for illustrative purposes only and shall not be codified.

2. County Council hereby approves and adopts Exhibit A and directs that it be codified in the Oconee County Code of Ordinances.

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

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Chapter 10, not amended hereby, directly or by implication, shall remain in full force.

6. This ordinance is effective at its approval following a public hearing and third reading.

ORDAINED in meeting, duly assembled, this _____ day of _____, 20__.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: December 03, 2024
Second Reading: January 21, 2025
Public Hearing: February 04, 2025
Third Reading: February 04, 2025

Exhibit A

[See attached]

EXHIBIT B

[See attached]

EXHIBIT A

Sec. 10-275. Emergency management division.

(a) *Administrative procedures.*

- (1) There is hereby created the position of emergency management director, who shall be responsible for directing the day-to-day operations of the emergency management division and coordinating the activities of various county and municipal governments during a period of disaster. The emergency management director shall be hired by the county administrator. The emergency management director shall be empowered and required to coordinate and render assistance to county and city officials in the development of plans for the use of all facilities, equipment, manpower and other resources of the city and county for the purpose of minimizing or preventing damage to persons or property in disaster situations. City and county personnel shall include in such plans the restoration of governmental services and public utilities necessary for public health, safety and welfare. The emergency management director shall further direct the efforts of the emergency management division in the implementation of the provisions of this article.
- (2) All county and city officials and employees of the county, together with those volunteer forces enrolled to aid them during a disaster and persons who may by agreement or operation of law be charged with duties incident to the protection of life and property in the county during times of disaster, shall constitute the emergency management division.
- (3) The county council shall be responsible for meeting the problems and dangers to the county and its residents resulting from disasters of any origin and upon a declaration of a State of Emergency by the Governor of the State of South Carolina, the county council may issue proclamations and regulations concerning disaster relief and related matters which, during such an emergency situation, shall have the full force and effect of law.
 - a. A state of disaster emergency may be declared by the Governor of the State of South Carolina if he finds a disaster has occurred or that a threat thereof is imminent and extraordinary emergency measures are deemed necessary to cope with the existing or anticipated situation. Once declared, the state of emergency shall continue until terminated by proclamation of the Governor of the State of South Carolina.
 - b. In addition to any other powers conferred by law, when a state of emergency has been declared by the Governor of the State of South Carolina, in cooperation with the State Emergency Preparedness Agency, the county council may, under the provisions of this Act, authorize the following:
 1. The suspension of existing laws and regulations prescribing the procedures for conduct of county business if strict compliance with the provisions of any statute, order, rule or regulation would in any way prevent, hinder or delay necessary action in coping with an emergency;
 2. The utilization of all available resources of county government as reasonably necessary to cope with a disaster emergency;
 3. The transfer of the direction, personnel or functions of county departments and agencies or units thereof for purpose of facilitating or performing emergency services as necessary or desirable;
 4. Action to compel performance by elected and appointed county government officials and employees of the duties and functions assigned in the county disaster plan;
 5. Contract, requisition and compensate for goods and services from private sources;

-
6. Warn and advise for evacuation of all or parts of the population from any stricken or threatened area within the county, if such action is deemed necessary for preservation of life or other disaster mitigation, response or recovery;
 7. Prescribe routes, modes of transportation and destinations in connection with evacuations;
 8. The making of provision for the availability and use of temporary housing;

(b) *Emergency management director.*

- (1) The emergency management director shall maintain liaison with the state and federal authorities, and the authorities of other nearby political subdivisions, so as to insure the most effective operation of the emergency plan. Further, unless otherwise determined by local, state, or federal law, the emergency management director or his designee shall be the primary point of contact for the county with local, state, and federal authorities whenever a state of emergency has been declared by the Governor of the State of South Carolina.
- (2) His/her duties shall include, but shall not be limited to, the following:
 - a. Development and publication of emergency plans in conformity with state emergency plans for the immediate use of all of the facilities, equipment, manpower, and other resources of the county for the purpose of minimizing or preventing damage to persons or property, and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety, and welfare.
 - b. Control and necessary record-keeping for civil defense funds and property which may be made available from federal, state, county and municipal governments.
 - c. Submission of annual budget requirements to the state and federal government and to the county council.
 - d. Signing such documents as are necessary in the administration of the county disaster preparedness program to include project applications and billing for purchases under project applications.
 - e. Through public information programs, educating the civil population as to the actions necessary and required for the protection of their persons and property in case of enemy attack, or natural disaster.
 - f. Conducting simulated exercises and public practice alerts to insure efficient operations of the emergency management division and to familiarize residents of the county with civil defense regulations, procedures, and operations.
 - g. Coordinating the activity of all other public and private agencies engaged in any emergency preparedness program.
 - h. Coordinate in conjunction with the department of social services in negotiation with owners or persons in control of buildings or other property for the use of such buildings or property for civil defense purposes, and designating suitable buildings as public fallout shelters.
 - i. Coordinate in conjunction with the department of social services in the development of a community shelter plan, which will have as its ultimate goal an assigned fallout shelter space for every citizen of the county.
 - j. Assume such authority and conduct such activity as may be necessary to promote and execute the emergency operations plan.

(c) *Jurisdiction.*

-
- (1) All employees of departments, commissions, boards, institutions, and other agencies of the county, designated as civil emergency forces, shall cooperate with the coordinator in formulation of the county emergency operations plan, and shall comply with the orders of the emergency management director when such orders are issued pursuant the provisions of this article.
 - (2) All such civil emergency forces shall notify the emergency management director of conditions in the county resulting from enemy attack or natural disaster, and they shall inform the emergency management director of any conditions threatening to reach the proportions of a natural disaster as defined herein. Failure to notify the emergency management director, however, shall not prevent the emergency management director from exercising any authority assigned to him/her by this article.
 - (3) The emergency management director may at any time appoint or authorize the appointment of volunteer citizens to augment the personnel of a department in time of civil emergency. Such volunteer citizens shall be enrolled as civil emergency volunteers in cooperation with the heads of the county departments affected, and they shall be subject to the rules and regulations set forth by the emergency management director for such volunteers.
 - (4) The emergency management director may appoint volunteer citizens to form the personnel of a civil emergency service for which the county has no counterpart. He/she may also appoint volunteer citizens as public shelter managers who, when directed by the emergency management director shall open public shelters and take charge of all stocks of food, water, and other supplies and equipment stored in the shelter, admit the public according to the community shelter plan and take whatever control measures are necessary for the protection and safety of the occupants.
 - (5) County and municipal employees assigned to duty as a part of the civil emergency forces pursuant to the provision of this Act shall retain all the rights, privileges, and immunities of employees, and shall receive the compensation incident to their employment.
- (d) *Enforcement and penalties.*
- (1) This article is an exercise by the county of its governmental functions for the protection of the public peace, health, and safety, and the county or agents and representatives of the county, or any individual, receiver firm, partnership, corporation, association, or trustee, or any of the agents, thereof in good faith carrying out, complying with, or attempting to comply with any order, rule, or regulation promulgated pursuant to the provisions of this article shall not be liable for any damage sustained to persons or property as a result of such activity.
 - (2) Any person owning or controlling real estate or other premises who voluntarily and without compensation grants the county the right to inspect, designate, and use the whole or any part or parts of such real estate or premises for the purposes of sheltering persons during an actual, impending, or threatened enemy attack or during an authorized civil emergency practice exercise, shall not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege, or other permission, or for the loss of, damage, to, the property of such person.
 - (3) It shall be unlawful for any person to violate any of the provisions of this Act of the regulations issued pursuant to the authority contained herein, or to willfully obstruct, hinder, or delay any member of the civil emergency organization in the enforcement of the provisions of this Act or any regulation issued thereunder. Any violation of this section shall be considered as a misdemeanor and shall be punished by a fine of not more than \$500.00 or confinement of not more than 30 days.
-

EXHIBIT B

Sec. 10-275. Emergency management division.

(a) *Administrative procedures.*

- (1) There is hereby created the position of emergency management director, who shall be responsible for directing the day-to-day operations of the emergency management division and coordinating the activities of various county and municipal governments during a period of disaster. The emergency management director shall be hired by the county administrator. The emergency management director shall be empowered and required to coordinate and render assistance to county and city officials in the development of plans for the use of all facilities, equipment, manpower and other resources of the city and county for the purpose of minimizing or preventing damage to persons or property in disaster situations. City and county personnel shall include in such plans the restoration of governmental services and public utilities necessary for public health, safety and welfare. The emergency management director shall further direct the efforts of the emergency management division in the implementation of the provisions of this article.
- (2) All county and city officials and employees of the county, together with those volunteer forces enrolled to aid them during a disaster and persons who may by agreement or operation of law be charged with duties incident to the protection of life and property in the county during times of disaster, shall constitute the emergency management division.
- (3) The county council shall be responsible for meeting the problems and dangers to the county and its residents resulting from disasters of any origin and upon a declaration of a State of Emergency by the Governor of the State of South Carolina, the county council may issue proclamations and regulations concerning disaster relief and related matters which, during such an emergency situation, shall have the full force and effect of law.
 - a. A state of disaster emergency may be declared by the Governor of the State of South Carolina if he finds a disaster has occurred or that a threat thereof is imminent and extraordinary emergency measures are deemed necessary to cope with the existing or anticipated situation. Once declared, the state of emergency shall continue until terminated by proclamation of the Governor of the State of South Carolina.
 - b. In addition to any other powers conferred by law, when a state of emergency has been declared by the Governor of the State of South Carolina, in cooperation with the State Emergency Preparedness Agency, the county council may, under the provisions of this Act, authorize the following:
 1. The suspension of existing laws and regulations prescribing the procedures for conduct of county business if strict compliance with the provisions of any statute, order, rule or regulation would in any way prevent, hinder or delay necessary action in coping with an emergency;
 2. The utilization of all available resources of county government as reasonably necessary to cope with a disaster emergency;
 3. The transfer of the direction, personnel or functions of county departments and agencies or units thereof for purpose of facilitating or performing emergency services as necessary or desirable;
 4. Action to compel performance by elected and appointed county government officials and employees of the duties and functions assigned in the county disaster plan;
 5. Contract, requisition and compensate for goods and services from private sources;

-
6. Warn and advise for evacuation of all or parts of the population from any stricken or threatened area within the county, if such action is deemed necessary for preservation of life or other disaster mitigation, response or recovery;
 7. Prescribe routes, modes of transportation and destinations in connection with evacuations;
 - ~~8. The control of ingress and egress to and from a disaster area, the movement of persons within the area, and the occupancy of premises threatened;~~
 - ~~9. The suspension or limitation upon the sale, dispensing or transportation of alcoholic beverages, firearms, explosives and combustibles;~~
 - ~~8.10.~~ The making of provision for the availability and use of temporary housing;
 - ~~11. The suspension or limitation of non-emergency activities and the prohibition of public assemblies including the imposition of a curfew.~~

(b) *Emergency management director.*

- (1) The emergency management director shall maintain liaison with the state and federal authorities, and the authorities of other nearby political subdivisions, so as to insure the most effective operation of the emergency plan. Further, unless otherwise determined by local, state, or federal law, the emergency management director or his designee shall be the primary point of contact for the county with local, state, and federal authorities whenever a state of emergency has been declared by the Governor of the State of South Carolina.
 - (2) His/her duties shall include, but shall not be limited to, the following:
 - a. Development and publication of emergency plans in conformity with state emergency plans for the immediate use of all of the facilities, equipment, manpower, and other resources of the county for the purpose of minimizing or preventing damage to persons or property, and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety, and welfare.
 - b. Control and necessary record-keeping for civil defense funds and property which may be made available from federal, state, county and municipal governments.
 - c. Submission of annual budget requirements to the state and federal government and to the county council.
 - d. Signing such documents as are necessary in the administration of the county disaster preparedness program to include project applications and billing for purchases under project applications.
 - e. Through public information programs, educating the civil population as to the actions necessary and required for the protection of their persons and property in case of enemy attack, or natural disaster.
 - f. Conducting simulated exercises and public practice alerts to insure efficient operations of the emergency management division and to familiarize residents of the county with civil defense regulations, procedures, and operations.
 - g. Coordinating the activity of all other public and private agencies engaged in any emergency preparedness program.
 - h. Coordinate in conjunction with the department of social services in negotiation with owners or persons in control of buildings or other property for the use of such buildings or property for civil defense purposes, and designating suitable buildings as public fallout shelters.
-

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- i. Coordinate in conjunction with the department of social services in the development of a community shelter plan, which will have as its ultimate goal an assigned fallout shelter space for every citizen of the county.
 - j. Assume such authority and conduct such activity as may be necessary to promote and execute the emergency operations plan.
- (c) *Jurisdiction.*
- (1) All employees of departments, commissions, boards, institutions, and other agencies of the county, designated as civil emergency forces, shall cooperate with the coordinator in formulation of the county emergency operations plan, and shall comply with the orders of the emergency management director when such orders are issued pursuant the provisions of this article.
 - (2) All such civil emergency forces shall notify the emergency management director of conditions in the county resulting from enemy attack or natural disaster, and they shall inform the emergency management director of any conditions threatening to reach the proportions of a natural disaster as defined herein. Failure to notify the emergency management director, however, shall not prevent the emergency management director from exercising any authority assigned to him/her by this article.
 - (3) The emergency management director may at any time appoint or authorize the appointment of volunteer citizens to augment the personnel of a department in time of civil emergency. Such volunteer citizens shall be enrolled as civil emergency volunteers in cooperation with the heads of the county departments affected, and they shall be subject to the rules and regulations set forth by the emergency management director for such volunteers.
 - (4) The emergency management director may appoint volunteer citizens to form the personnel of a civil emergency service for which the county has no counterpart. He/she may also appoint volunteer citizens as public shelter managers who, when directed by the emergency management director shall open public shelters and take charge of all stocks of food, water, and other supplies and equipment stored in the shelter, admit the public according to the community shelter plan and take whatever control measures are necessary for the protection and safety of the occupants.
 - (5) County and municipal employees assigned to duty as a part of the civil emergency forces pursuant to the provision of this Act shall retain all the rights, privileges, and immunities of employees, and shall receive the compensation incident to their employment.
- (d) *Enforcement and penalties.*
- (1) This article is an exercise by the county of its governmental functions for the protection of the public peace, health, and safety, and the county or agents and representatives of the county, or any individual, receiver firm, partnership, corporation, association, or trustee, or any of the agents, thereof in good faith carrying out, complying with, or attempting to comply with any order, rule, or regulation promulgated pursuant to the provisions of this article shall not be liable for any damage sustained to persons or property as a result of such activity.
 - (2) Any person owning or controlling real estate or other premises who voluntarily and without compensation grants the county the right to inspect, designate, and use the whole or any part or parts of such real estate or premises for the purposes of sheltering persons during an actual, impending, or threatened enemy attack or during an authorized civil emergency practice exercise, shall not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege, or other permission, or for the loss of, damage, to, the property of such person.
 - (3) It shall be unlawful for any person to violate any of the provisions of this Act of the regulations issued pursuant to the authority contained herein, or to willfully obstruct, hinder, or delay any member of the civil emergency organization in the enforcement of the provisions of this Act or any regulation issued
-

thereunder. Any violation of this section shall be considered as a misdemeanor and shall be punished by a fine of not more than \$500.00 or confinement of not more than 30 days.

December _12_, 2024

VIA ELECTRONIC MAIL WITH DELIVERY RECEIPT (abrock@oconeesc.com)

Amanda Brock
Oconee County Administrator
415 Pine St.
Walhalla, SC 29691

RE: *Amended and Restated Network Master Agreement between Oconee County and Upcountry Fiber, LLC effective March 17, 2022
Notice of Request to Assign Remaining Fixed Wireless Assets and Customers to Net Doctors SC, LLC and to Waive County's 180-day right of first refusal period*

Dear Ms. Brock:

Pursuant to our prior conversations on this subject, please accept this correspondence as Upcountry Fiber, LLC's ("Upcountry") request for the following:

- (1) consent pursuant to Sections 12 of the Amended and Restated Network Master Agreement between Oconee County (the "County") and Upcountry Fiber, LLC ("A&RNMA") to assign the remaining fixed wireless network assets (the "Fixed Wireless Assets," an inventory of which is attached as Schedule A of this letter), to Net Doctors SC, LLC ("Net Doctors"), including customer contracts as described below for customers served with those assets, that were purchased by Upcountry from OneTone Telecom, Inc. ("OneTone") pursuant to the 2022 Asset Purchase Agreement between those parties; and
- (2) per A&RNMA Section 10.1, the County's waiver of its right of first refusal and the accompanying 180-day notice period to exercise that right with respect to the Fixed Wireless Assets.

A&RNMA Section 12 states, in pertinent part, the following:

An assignment by Upcountry is subject to Award conditions, and Upcountry may not assign its rights under this Agreement without the prior written consent of Oconee County, which consent the County shall not unreasonably withhold, condition, or delay. Any such assignment shall be subject to the provisions of Section 10 (County's Right of First Refusal).

Section 10.1 additionally states that

Upcountry agrees that within the Term it will not attempt to transfer any material interest that it acquires under this Agreement or that it acquires in the OneTone Transaction... without first having given the County one hundred eighty (180) days' prior written notice of its intention to do so. Upcountry agrees that the County will have a right of first refusal to claim any such interest. Should Upcountry attempt to transfer any Network improvement

/ Upcountry Asset, the County shall also have a right of first refusal with respect to that improvement.

The Fixed Wireless Assets were not funded by BTOP grant funds and are therefore not subject to NTIA award conditions as referenced in Section 12 above. A summary of the Fixed Wireless Assets and the number of customers they served at the time Upcountry's OneTone asset purchase was consummated and currently serve as of the date of this request, follows with additional information regarding the broad deployment of a fiber-based internet network in Oconee County by the Blue Ridge Electric Cooperative/WC Fiber Upcountry Fiber venture (the "Venture").

The Venture's Oconee Deployment Efforts Since 2022

When Upcountry consummated its asset purchase with OneTone and assumed obligations under the A&RNMA in the first half of 2022, there were 925 fixed wireless customers who were being served by OneTone off the Oconee FOCUS network. Among other points of nonperformance, OneTone had not met its modest network expansion and capital expenditure obligation (\$1 million) under its original Network Master Agreement with the County.

In renegotiating this agreement with the County, Upcountry agreed in A&RNMA Section 6.4.2 that the Venture would invest a minimum of \$2.5 million to expand fiber infrastructure in the County. Upcountry and the County further agreed that the penultimate lease payment due to the County would be subject to reduction if the Venture invested \$25 million and passed 20 percent of County address points with fiber, and to a further reduction if the Venture's capital investment reached \$35 million and the fiber network passed 30 percent of the County's address points (A&RNMA Section 6.4.3). The AR&NMA set a deadline for reaching these milestones of December 31, 2031.

As of the date of this letter, the Venture has already passed more than 50 percent of Oconee County's address points and invested well in excess of \$35 million, thereby meeting both performance milestones, a full seven years ahead of the agreed deadline.

One of the County's stated concerns in renegotiating the A&RNMA with Upcountry was the fate of the 925 fixed wireless customers that were being served by OneTone. A&RNMA Section 6.4.1 specifically addressed these customers, stating as follows:

The County acknowledges that Upcountry intends to focus its build-out, expansion and Network upgrades for retail broadband service on providing fiber-to-premises access to customers. Subject to the terms of any applicable subscriber service agreements assumed by Upcountry under the OneTone Transaction, Upcountry shall continue to support or cause to be supported fixed wireless broadband service to each such existing customer (i) for the lesser of two (2) years from the Effective Date or (ii) until a replacement fiber-to-the-premises service can be offered to such customers.

Per the above-quoted provision, the Venture committed to converting as many fixed wireless customers to fiber-to-the-premises ("FTTP") service as possible, but in acknowledging that it might not be financially

feasible to accomplish this with all 925 customers, the parties agreed that the Venture would continue serving those customers, regardless of the technology used to serve them, for two years.

To date, the Venture has converted 908 of those 925 customers (or 98.2%) to FTTP service. And more than nine months beyond the expiration of its obligation to do so, the Venture continues to serve the remaining 17 fixed wireless customers.

Upcountry's request for the County's consent to transfer the Fixed Wireless Assets and remaining 17 customers served by those assets for nominal consideration to Net Doctors constitutes a win for all involved. First and foremost, the 17 fixed wireless customers for whom FTTP service isn't and will not be financially feasible in the foreseeable future will continue to receive internet service from Net Doctors, a Seneca-based service provider, through network capacity provided by the Venture. And the Venture, which continues its deployment of high-speed, fiber-based network infrastructure in unserved and underserved areas of Blue Ridge Electric Cooperative's five-county electric service territory, will be able to continue focusing on its core business model of facilitating and providing FTTP access to residences and businesses.

As a part of this request, Upcountry additionally respectfully asks that the County waive its right of first refusal under A&RNMA Section 10.1 to purchase/repurchase the Fixed Wireless Assets and the 180-day notice requirement so that Upcountry may transfer the assets and customers to Net Doctors as soon as practicable. (This lengthy notice period was included in the A&RNMA to provide the County with sufficient time to obtain potentially tens of millions in financing if Upcountry provided notice of an intention to convey a substantial part/all of the defined Network and Improvements; in the present case, the Fixed Wireless Assets are a small amount of legacy technology and are being conveyed to Net Doctors for nominal consideration to ensure that the customers being served by them continue to receive service.)

Please do not hesitate to contact me if the County requires additional information to facilitate consideration and approval of our requests. We would finally ask that the County memorialize its consent to transfer the Fixed Wireless Assets to Net Doctors and its waiver of its right of first refusal and corresponding 180-notice period by having a duly authorized representative of the County execute the document where indicated below. Thank you in advance for your attention to our request and for your consideration. With kindest regards, I remain

Sincerely yours,

Zachary D. Hinton
Chief of Staff
Blue Ridge Electric Cooperative (sole member of Upcountry Fiber, LLC)

With a copy by electronic mail to David A. Root, County Attorney (david@kingkozlarek.com)

[remainder of page intentionally left blank; County consent/signature on next page]

Oconee County, South Carolina hereby:

- 1) Consents to Upcountry Fiber, LLC's transfer of the Fixed Wireless Assets as defined herein and accompanying customer service contracts for 17 customers to Net Doctors SC, LLC pursuant to A&RNMA Section 12.*
- 2) Waives (a) its right of first refusal under A&RNMA Section 10.1 relating to the assets referenced in Item 1 immediately preceding; and (b) the 180-day notice period as set forth in that section.*

**OCONEE COUNTY, SOUTH CAROLINA,
a public body corporate and politic
of the State of South Carolina**

By: _____

Print: _____

Title: _____

Date: _____

SCHEDULE A

Inventory of Fixed Wireless Assets

Network Site	Access Point
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Walhalla PD Site	West LiteAP
	East LiteAP

Moores Mens Wear	LiteBeam to Depot
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Bantam Chef	Bantam Chef Cambium AP
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224 E Main St	West LiteAP
	South LiteAP
	East Cambium AP

Diedrick St	South ePMP-AP
	West ePMP-AP
	Wilkie ePMP PtP

Wilkie Auto Restoration	South Cambium AP

Customer	Receiving Unit Type	Router Type
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Bantam Chef	NanoBeam-5AC	Cambium
Walhalla Chamber of Commerce	NanoBeam-5AC	Ubiquiti
Alexanders Office Supply-	NanoStation-5AC	Draytek
Blue Daisies Boutique	LiteBeam 5AC Gen2	Tenda
Ken's Pharmacy	NanoBeam 5AC Gen2	Draytek
Ketterman Casbah	NanoBeam 5AC Gen2	TP-Link Deco
Moore's Mens Wear	NanoStation 5AC	Draytek
Twenty 8 West	NanoBeam 5AC Gen2	TP-Link Deco

Depot	NanoBeam 5AC Gen2	Tenda
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RCI	Cambium SM	Tenda
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Palmetto Fade Company	NanoBeam 5AC Gen2	Tenda
McClain's Custom Silk Floral Designs	LiteBeam 5AC Gen2	TP-Link Deco
Walhalla Tire Company	Cambium SM	Tenda
Warther Shop (Must move from Singleton 1st)	Cambium SM	Tenda

Corner Stone Masonary	Cambium SM	Tenda
Mandy Wright	Cambium SM	Tenda
Wilkie	Cambium SM	TP-Link Deco

Walhalla City Maintenance Office Building	Cambium SM	Netgear
Walhalla City Maintenance Garage Building	Cambium SM	Netgear

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: January 21, 2025
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE: [Brief Statement]

Request for approval on the recommendation from OCCB to support and fund a grant request of \$20,000 for a conservation easement on Stevenson Century Farm, a fourth-generation family farm situated in an area of Oconee County designated for agricultural preservation by the 2020 Comprehensive Plan.

BACKGROUND DESCRIPTION:

On December 10, 2024, the Oconee County Conservation Bank Board voted to approve the grant request.

SPECIAL CONSIDERATIONS OR CONCERNS: [only if applicable]

The board met, followed all procedures and policies stated in Policy No. 003 (Grant Procedures), reviewed the grant, and scored the submitted grant above the required minimum score of 30 for farmland.

FINANCIAL IMPACT:

Funding for the \$20,000 grant will come from our current bank balance of \$359,590.

ATTACHMENTS

Sec. 2-404 (b) (4) FINDINGS

Oconee County Conservation Bank Evaluation Scoresheet from December 10, 2024

Appraisal separating Oconee County portion of the land

The complete grant application can be found on the Conservation Bank Board website.

<https://oconeesc.com/documents/council/committees/conservation-bank-board/2024/backup-material/2024-12-10-backup.pdf>

STAFF RECOMMENDATIONS:

Oconee County Conservation Bank Board recommends approval of support and funding of a grant request of \$20,000 by Council for a conservation easement on Stevenson Century Farm.

Submitted or Prepared By:

Emelyn G. Jones
OCCB Board Chair

Department Head/Elected Official

Approved for Submittal to Council:

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.



OCONEE COUNTY CONSERVATION BANK BOARD SEC. 2-404(b)(4) FINDINGS

Date: 12/10/24

Applicant's Name: Upstate Forever

Recommended Award: \$20,000

Parcel Name: Stevenson Century Farm

Owner: Andrew and Ashley Stevenson

Acres: 50.98 in Oconee County

Location: 1332 Fair Play Road, Townville, SC 29689

Tax Map(s): 327-00-03-008

A. How the applicant meets the criteria set forth in section 2-403

- The applicant has met the minimum score of 30 for farmland. The grant is 9.8% of the conservation value of the project. The Anderson County portion of the property was not considered for purposes of this grant evaluation.

B. The purpose of the award and the use to which the land will be put

- The majority of the property is dedicated to agriculture production.

C. The party responsible for managing and maintaining the land

- Landowners Andrew and Ashley Stevenson

D. The party responsible for monitoring and enforcing any conservation easements or other restrictions upon the land

- Upstate Forever is a nationally accredited Land Trust that currently holds 30,000 acres of land in Upstate South Carolina under conservation, with almost 5,000 of those acres in Oconee County.

E. How the parties designated in items c. and d. possess the expertise and financial resources to fulfill their obligations

- Upstate Forever and the landowners have committed to protect and preserve the property. The landowners have articulated a credible plan for sustaining agriculture operations on the farm.

F. The availability of funds in the OCCB fund for the award

- The \$20,000 award represents less than 6% of our current funds of \$359,590. This is considered a small grant application.

G. Conservation Value and Cost Per Acre for OCCB to support project

- The conservation value of the property is \$205,000. The cost per acre is \$392.31.

H. Any other findings or information relevant to the award

Batson Company, Inc. appraised the Oconee County portion of the property separate from the Anderson County portion.

Stevenson Century Farm, a fourth-generation family farm situated in an area of Oconee County designated for agricultural preservation by the 2020 Comprehensive Plan.



Oconee County Conservation Bank Evaluation Scoresheet

Property/Project Name	Stevenson Century Farm
Acquisition Type	Conservation Easement
Amount Applied For	\$20,000
Conservation Value	\$205,000
Landowner	Andrew and Ashley Stevenson
Eligible OCCB Applicant	Upstate Forever
Acres	50.98 in Oconee County
Location	1332 Fair Play Road, Townville, SC 29689

Met ALL Mandatory Requirements

Yes No

If no, application fails and will not be processed until corrected.

Conservation Criteria Evaluation

	Score
1. Environmental Sensitivity	13
2. Share Boundary With Protected Land	0
3. Historic or Cultural Features	1
4. Prime or Important Soil Types	6
5. Actively Farmed	6
6. Public Visibility of Property	1
7. Scenic View	1
8. Public Access	1
9. Location to Park, Forest, Municipality	2
10. Threat of Development	5
11. Size of Property	2
12. Water Quality Impact	3
13. Plans for Property	2
TOTAL SECTION I – Max 85	43

Financial Criteria Evaluation

Points

Notes

	Yes or No	If no, will not recommend award to Council
1. Financial Resources - Enforcement	Yes	
2. Funding Percentage Requested	3	9.8%
3. Matching Funds	5	\$200,000, SC Conservation Bank
4. Partnerships, Etc.	3	Natural Resources Conservation Service/USDA
5. Cost Per Acre	2	\$392.31
6. Other Economic Benefits	1	
TOTAL SECTION II – Max 15	14	

TOTAL Evaluation Max 100	57				
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Farmland must score a minimum of 30.

Comments

Batson Company, Inc. appraised the Oconee County portion of the property separate from the Anderson County portion.

Stevenson Century Farm,
Townville, SC
October 25, 2024

The report has been prepared for, and the professional fee billed to Client. It is intended for use by your internal management and may not be relied upon by other third-party entities without our written permission.

Per a request by the intended users, we allocate values between the separate parcels (one for each county). Parcel 008-00-06-001 and 008-00-06-001, are located in Anderson County and totals 75.70 acres. Parcel 327-00-03-008 is located in Oconee County and totals 50.98 acres. The three adjoining parcels totaling 126.68 acres form the larger parcel and operate as one economic unit. However, we show the concluded value for the larger parcel and each county both before and after the easement. The allocated value is based on the concluded values per acre.

Based on our investigation and analysis, and subject to the attached assumptions and limiting conditions, we have formed the following value conclusion:

Final Opinion of Market Value						
Property	Appraisal Premise	Interest	Effective Date	Market Value	Anderson County	Oconee County
Stevenson Century Farm	Before the Easement	Fee Simple	September 23, 2024	\$1,013,000	\$603,000	\$410,000
Stevenson Century Farm	After the Easement	Fee Simple	September 23, 2024	\$507,000	\$302,000	\$205,000
Stevenson Century Farm	Conservation Easement Fair Market Value	Fee Simple	September 23, 2024	\$506,000	\$301,000	\$205,000

The analyses, opinions, and conclusions developed and presented in this report have been prepared to conform with our interpretation of the requirements and recommendations established in the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), and Title XI Regulations.

If there are any questions concerning the report or if we can be of further service, please feel free to contact me.

Best regards,



A. Keith Batson, MAI
SC Certified General Appraiser
Certificate No. CG1627
Expires 6/30/26



Grant Turner
SC Certified General Appraiser
Certificate No. CG7883
Expires 6/30/26

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Retreat, 1110, 1010, 1215.....	4BR/4BA.....	Range from \$2,400-\$2,900
113 Strode Circle.....	4BR/2BA.....	\$2,600
104 EB Ave, Easley.....	2BR/2BA.....	\$1,700
102 UR.....	2BR/2BA, Internet.....	\$2,900
114 UR.....	2BR/2BA, Internet.....	\$2,900
1709 A Refuge.....	3BR/2.5BA.....	\$1,800
101 West Lane #1017.....	4BR/4BA.....	\$2,600
150 Ligon St.....	2BR/2BA, Furnished.....	\$1,200
150 Ligon St.....	2BR/2BA.....	\$950
1613 E Tamassee.....	3BR/2.5BA, Fenced Backyard.....	\$1,650
210 Woodhaven.....	3BR/2.5BA.....	\$1,500
212 C Woodhaven.....	3BR/2BA.....	\$1,200
101 Carrie Lane.....	4BR/2.5BA.....	\$1,900
Crawford Falls.....	4BR/4BA.....	\$2,800

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864-654-1000
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www.clemsonrentals.com

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HOUSES FOR SALE

PUBLISHERS NOTICE
All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitation or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

AUTOS FOR SALE



2019 Chevy Spark For Sale!
- Clean Title, no issues
- 122k Miles
- Great gas mileage
- Great condition
- Good tires
\$6,000
Call 864-710-8032

LEGALS

NOTICE TO CREDITORS OF ESTATES
NOTICE TO CREDITORS OF ESTATES

All persons having claims against the following estates MUST file their claims on FORM #371ES with the Probate Court of OCONEE County, the address of which is 415 S PINE STREET WALHALLA, SC 29691 ,within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (SCPC62-3-801, et seq.), or such persons shall be forever barred as to their claims. All claims are required to be presented in written statements on the prescribed form (FORM #371ES) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.
Estate: CHARLES HENRY BREAZEALE
Date of Death: 11/30/2024
Case Number: 2025ES3700002

Personal Representative: PEGGY J BREAZEALE
Address: 124 LOLA DRIVE FAIR PLAY, SC 29643
Estate: EDWARD TATE ZEIGLER SR
Date of Death: 9/22/2024
Case Number: 2024ES3700851
Personal Representative: EDWARD T ZEIGLER JR
Address: 38 LANNEAU DRIVE GREENVILLE, SC 29605

The Oconee County Council will meet in 2025 on the first and third Tuesday of each month with the following exceptions: July, August, and November meetings, which will be only on the third Tuesday of each of these months; March, June and December meetings, which will be only on the first Tuesday of each of these 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 beginning at 9:00 a.m. on Thursday, February 20, 2025 to establish short- and long-term goals. This meeting will be held off-site in the Tri-County Technical College, Oconee Campus, conference room located at 552 Education Way, Westminster, South Carolina.

Oconee County Council will also meet on Tuesday, January 6, 2026 in Council Chambers at which point they will establish their 2026 Council and Committee meeting schedules.

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

Oconee County Council Committees will meet in 2025 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 4:30 p.m. on the following dates: February 18, May 20, July 15, & September 16, 2025.

The Transportation Committee at 4:30 p.m. on the following dates: February 18, May 20, July 15, & September 16, 2025.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: April 1, June 3, August 19, & October 21, 2025.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: April 1, June 3, August 19, & October 21, 2025.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 20 [Strategic Planning Retreat] and 4:30 p.m. on the following dates: March 4 [4 p.m.], April 15, & May 6, 2025.

NOTICE OF APPLICATION
Notice is hereby given that Ash Petro LLC intends to apply to the

South Carolina Department of Revenue for a license/permit that will allow the sale and On Premises consumption of Beer, Wine and Liquor at 671 Highway 123 Bypass Seneca SC 29678.

To object to the issuance of this permit/license, written protest must be postmarked no later than January 26, 2025.

For a protest to be valid, it must be in writing, and should include the following information:

- (1) The name, address and telephone number of the person filing the protest;
- (2) The specific reasons why the application should be denied;
- (3) That the person protesting is willing to attend a hearing (if one is requested by the applicant);
- (4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,
- (5) The name of the applicant and the address of the premises to be licensed. ent of Revenue, ABL SECTION, P.O. Box 125, Columbia, SC 29214-097.

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Product/features not available in all states. Contact us for complete details about this insurance solicitation. To find a network provider, go to physiciansmutual.com/find-dentist. This specific offer not available in CO, NV, NY, VA - call 1-800-969-4781 or respond for a similar offer in your state. Certificate C254/B465, C250A/B438 (ID: C254ID; PA: C254PA); Insurance Policy P154/B469, P150/B439 (GA: P154GA; OK: P154OK; TN: P154TN).

Oconee County Council

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

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

E-mail:
jennifercadams@oconeesc.com

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
Vice Chairman
District III

Thomas James
District IV

J. Glenn Hart
Chairman Pro Tem
District V



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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)



Public Comment
SIGN IN SHEET
6:00 PM

January 21, 2025

The Public Comment Sessions at this meeting is limited to a total of 50 minutes, 5 minutes per person. Please be advised that citizens not utilizing their full four [5] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
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None

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.