

# PROCUREMENT - AGENDA ITEM SUMMARY

## OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 4, 2025

### ITEM TITLE:

**Title: Pumper Fire Apparatus with Upfit and Loose Equipment      Department(s): Emergency Services / Fire      Amount: \$841,200.00**

### FINANCIAL IMPACT:

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

Budget: **\$841,200.00**    Project Cost: **\$841,200.00**      **Balance: \$0.00**      Finance Approval: \_\_\_\_\_

*(Funding from Emergency Services Capital Equipment / Vehicle Fund (335))*

### BACKGROUND DESCRIPTION:

This Fire Apparatus is a 2024 KME Pumper with a Metro Star Cab, 4 door, Full-Tilt, Aluminum Cab, Formed Aluminum body, single axle apparatus. It is on a Panther Chassis with a Cummins L9 450HP Engine, a Waterous CSU 1500 GPM Pump, a 1000 Gallon water tank, a 20-gallon foam tank, booster reel in the dunnage compartment, FoamPro 1600 Foam System, Ground Ladders, Pike Poles, EMS compartment in the cab, backboard storage beside the water tank on the officer's side of the body and an aluminum hose bed cover.

This Apparatus will replace the 2003 Frontline truck stationed at Bountyland Fire Station, which will be transferred into the Emergency Service Reserve Fleet to support Response during service and repair periods of other apparatuses. This apparatus will be sent for mechanical repairs and full refurbish to ensure it continues to support the fleet. Since April 2024 the 2003 Frontline Fire Truck has been out of service over 86 days due to Mechanical issues.

The County is utilizing the H-GAC (Houston-Galveston Area Council of Governments) contract through a cooperative purchasing agreement. H-GAC cooperative purchasing allows government agencies to purchase directly from the manufacturer or authorized dealers. H-GAC contracts are bid and awarded on a national level and purchases may be fulfilled by the manufacturer and / or authorized local or state dealers. The Fleet Maintenance Director also approves this purchase.

### SPECIAL CONSIDERATIONS OR CONCERNS:

Allsource Enterprises, LLC d/b/a Safe Industries was awarded H-GAC contract number FS12-23 for KME Fire Apparatuses.

Allsource Enterprises, LLC d/b/a Safe Industries is an Authorized Dealer / Service Center for KME Fire Apparatuses and will provide any service or warranty repairs required.

### ATTACHMENT(S):

1. HGAC Contract FS12-23 Information
2. HGAC Contract Pricing Worksheet
3. Pricing Spreadsheet
4. Allsource Enterprises d/b/a Safe Industries Proposal
5. Fire Equipment Sales and Services Quote # EST36034
6. Allsource Enterprises d/b/a Safe Industries Quote # EST36107

*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.*

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council the purchase of a 2024 KME Pumper Apparatus and Loose Equipment to Allsource Enterprises, LLC d/b/a Safe Industries of Easley, SC in the amount of \$841,200.00, per H-GAC Contract No. FS12-23.

**Submitted or Prepared By:** \_\_\_\_\_ **Approved for Submittal to Council:** \_\_\_\_\_  
**Tronda C. Popham, Procurement Director** **Amanda F. Brock, County Administrator**

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

## Product Information

### Product Description

Panther Chassis, 4-Door, Full-Tilt, Aluminum Cab, Formed Aluminum Body, Single Axle, 1250 GPM Pump, 750 Gal Tank - Pumper

### Manufacturer

KME Fire Apparatus

### Product Code

FS230C03 - Panther chassis

### Contract

FS12-23 Fire Apparatus and Related Vehicles

### Contract Category

General Purpose, Emergency & Autonomous Vehicles

### Price

\$671,108.43

### Discount

5%

### Keyword(s)

Panther chassis

## Vendors Offering This Product

### Allsource Enterprise LLC dba Safe Industries

Taylor Dowling  
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Phone: 864-845-7175

Fax: 864-845-7176

### Allsource Enterprise LLC dba Safe Industries

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Phone: 570.249.0324

**Allsource Enterprise LLC dba Safe Industries**

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**Allsource Enterprise LLC dba Safe Industries**

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**Kovatch Mobile Equipment Corp T/A KME Fire Apparatus**

Timothy Besser  
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**Kovatch Mobile Equipment Corp T/A KME Fire Apparatus**

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Fax: 570-669-5124

**Contact HGACBuy**

**Joshua Cadoree**

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**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES Only

Contract No.: FS12-23

Date Prepared: 2/12/2025

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency: Oconee County	Contractor: Allsource Enterprises, LLC. dba Safe Industries
Contact Person:	Prepared By: Meredith Martin
Phone: 864-638-4141	Phone: 803-960-0052
Fax: 864-638-4142	Fax: 864-845-7176
Email:	Email: <a href="mailto:mmartin@safeindustries.com">mmartin@safeindustries.com</a>

Product Code: FS230C03 - Panther chassis	Description: Panther Chassis, 4-Door, Full-Tilt, Aluminum Cab, Formed Aluminum Body, Single Axle, 1250 GPM Pump, 750 Gal Tank - Pumper
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** \$637,553.01

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
KME-OP2275: Upgrade to Waterous CSU-C20 pump, any rating from 1250 gpm through 1750	\$15,000	KME-OP1443: Three (3) INNOVATIVE CONTROLS LIGHTED STEP(S), BODY FRONT, DRIVER SIDE	\$2,178
KME-OP2285: Upgrade OS Primary discharge to 4" w/ Hand wheel Control	\$5,000	KME-OP829: Twelve (12) WHELEN M6 SUPER LEDS	\$9,184
KME-OP2282: Add additional 1-1/2" discharge (Crosslay #3)	\$2,500	KME-OP831: Two (2) WHELEN M9 SUPER LEDS	\$2,096
KME-OP2283: Upgrade crosslay discharge to 2-1/2"	\$500	KME-OP603: WHELEN #M6 LED BRAKE, REVERSE, & TURN	\$1,770
KME-OP2287: Add additional 1-1/2" discharge	\$4,500	KME-OPPA5941: Rr Wam Lts Controller Sw Pnl Whelen TACTL5 Traf Advsr	\$1,630
KME-OP1085: FOAMPRO 1600 CLASS "A" FOAM SYSTEM	\$9,659	KME-OPPA4365: Side Scene Lts Whelen Pioneer LED 12V PCH2 Rf Radius Mnt	\$5,496
KME-OP1226: UPGRADE TO 1,000 GALLON WATER TANK	\$1,500	KME-OP663: Two (2) WHELEN M9 SERIES LED SCENE LIGHTS ON OFFICER (& DRIVER) SIDE OF B6	\$3,461
KME-OP0092: Add 3" Manual extend-a-gun	\$2,417	KME-OPA008: Cab Style EMFD 10" Raised Roof	\$4,691
KME-OP2288: Add 2-1/2" rear discharge	\$5,500	KME-OPA2741: Frt Axle Hendrickson STEERTEK NXT Fabricated Box Beam 20000#	\$6,121
KME-OP2302: Add 1-1/2" front bumper discharge	\$4,000	KME-OPPA6435: Mechanical Siren Federal Signal Q2B Pedestal Mnt	\$3,818
KME-OP1483: Six (6) ADJUSTABLE SHELVES	\$3,644	<b>Subtotal From Additional Sheet(s):</b>	\$80,092
KME-OP1436: INTERMEDIATE REAR STEP, 10" X 48" BOLT-ON	\$565	<b>Subtotal B:</b>	\$175,322

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Additional upfits	\$3,080	Full Height Officer's Side Compartments	\$4,212
QW Part # 50-34-0000 Use with A-frame cover: Rear hosebed covers vinyl black w/elastic cord	\$579	<b>Subtotal From Additional Sheet(s):</b>	\$0
		<b>Subtotal C:</b>	\$7,871

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: **1%**

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

Quantity Ordered: 1	X Subtotal of A + B + C:	\$820,746	=	Subtotal D:	\$820,746
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**E. H-GAC Order Processing Charge (Amount Per Current Policy)** Subtotal E: \$2,000

**F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
FES Upfits as Specified on EST36034	\$25,130	5% HGAC Discount off List Price Published Options	-\$8,766
Loose Equipment as Specified on EST36107	\$1,590		
SC Auto Sales Tax	\$500	<b>Subtotal F:</b>	\$18,454

**Delivery Date:** April 2025-June 2025 **G. Total Purchase Price (D+E+F):** \$841,200

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
KME-OPPA3250: Frt Tire 385/65R 22.5 Michelin X Multi HL Z	\$444	KME-OPPA275: Seat Back FFO SCBA Bostrom	\$1,827
KME-OPPA3337: Frt Wheel Accuride 22.5 x 12.25 Alum (Two (2))	\$324	KME-OPPA296: Seat Back FFC SCBA Bostrom	\$1,827
KME-OPPA3379: Balance Wheels & Tires Counteract Beads	\$424	KME-OPPA175: Seat Crew FFC Bostrom Firefighter	\$1,014
KME-OPPA3354: Wheel Trim Baby Moon & Nut Covers SS	\$292	KME-OPPA1109: Lighted Grab Handles Clear LED	\$203
KME-OPPA3009: Rr Brakes Meritor EX225 Disc 17"	\$718	KME-OPPA1411: Exterior Trim Rear Corner Treadplate	\$1,027
KME-OPPA3030: Brake Chambers TSE 20/30 H.O.T.	\$100	KME-OPPA1201: Cab Fender SS Wide	\$448
KME-OPPA3063: Aux Air Reservoir 2084 Cu In w/80 PSI Pressure	\$518	KME-OPPA4270: Headlights 4 Headlamps LED, Firetech	\$709
KME-OPPA3051: Moisture Ejectors Auto Htd w/Cable	\$384	KME-OPPA4299: Frt Turn Signals Whelen M6 LED	\$203
KME-OPPA3115: Aux Air Inlet Connection	\$270	KME-OPPA4626: Frt Scene Lts FireTech FT-B-72-ML-B	\$6,922
KME-OPPA2309: Rear Tow Device	\$556	KME-OP1191: MONSTER WATER LEVEL GAUGE,	\$1,816
KME-OPPA2312: Frt Bumper Structural Steel Channel Severe Duty	\$1,556	KME-OPPA6704: Air Horn Foot Switch LH Linemaster	\$400
KME-OPPA2342: Frt Bumper Extension Length 21"/Inverted	\$402	KME-OPPA6712: Mechanical Siren Foot Switch LH	\$400
KME-OPPA2415: Frt Bumper Apron For 21" Extension w/Shiploose	\$100	KME-OPPA6699: Audible Warning LH Foot Switch Air	\$134
KME-OPPA2417: Frt Bumper Cmpnt Cover Hardware Gas Cylinder/D-	\$163	KME-OPPA6727: Audible Warning RH Foot Switch	\$67
KME-OPPA2444: Frt Bumper Cmpnt Ctr Full Size 38.00"Wx10.88"D	\$1,461	KME-OPPA6733: Audible Warn LH Ft Sw Double Brkt	\$400
KME-OPPA6457: Elect Siren Speaker 100W Whelen SP123BMC	\$378	KME-OPPA6751: Electric Siren Auxiliary Activation	\$467
KME-OPPA2700: Cab Tilt Aux Pump Manual Mnt w/Tilt Pump	\$349	KME-OP1242: DIRECT TANK FILL, 2-1/2" AKRON, 2-	\$1,814
KME-OPPA2707: Cab Tilt Limit Sw Preset Limit	\$123	KME-OP1229: Add integral foam cell (Class A or B)	\$2,000
KME-OPPA2012: Cabin Air Filtration System Active Air Pur Upr	\$2,488	KME-OP1479: HOSEBED COVER - 4 HINGED	\$7,323
KME-OPPA1451: Under Cab Insulation Eng Tnl & Cab Floor	\$2,926	KME-OPPA6900: Camera RH Teardrop	\$385
KME-OPPA772: Cab Modification - Tunnel Rear Chassis Special	\$1,058	KME-OPPA6862: Aux Comm Ant Base Laird MABT8	\$473
KME-OPPA3846: Pwr Pnt Dash Mnt Batt Dir (2) Sw Pnl (2)	\$300	KME-OPPA6839: Comm Ant Base Laird MABT8 RH	\$473
KME-OPPA762: Step Trim Kickplate Treadplate	\$379	KME-OPPA6817: Two-Way Radio Wiring Conduit	\$1,151
KME-OPPA224: Seat Back Officer SCBA Bostrom SecureAll	\$1,827	KME-OPPA6821: Two-Way Radio Exterior Conduit to	\$143
KME-OPPA6815: Radio Jensen WB/AM/FM/iPod/Sat/BT	\$804	KME-OP1155: AIR HORN CONTROL BUTTON ON	\$308
KME-OPPA6896: Vehicle Connectivity Antenna LH Fwd Cab Roof	\$100	KME-OPPA3208: Rear Susp Reyco 79KB 24001-27000#	\$2,534
KME-OPPA6935: Radio Speakers (2) Front	\$100	KME-OP144: Three (3) INNOVATIVE CONTROLS	\$2,171
KME-OPPA2678: Front Bumper Discharge 2.0" RH w/ Vert Chicksan	\$2,647	KME-OPPA1076: Glass Tint Side Mid LH Automotive	\$26
KME-OPPA3375: Rr Whl Alcoa Dura-Bright 22.5 x 8.25 Alum	\$130	KME-OPPA1077: Glass Tint Side Rr RH Automotive	\$26
KME-OPPA2959: Air Dryer Wabco System Saver 1200 Bhd LH Batt	\$903	KME-OPPA1078: Glass Tint Side Rr LH Automotive	\$26
KME-OPPA3552: Aux Acc Pwr 6 Fuse Blue Sea Pnl Bhd Sw Pnl	\$355	KME-OP1388: TREAD PLATE OVERLAY, FRONT OF	\$632
KME-OPPA3668: Addl Acc Pwr 6 Fuse Blue Sea Pnl Bhd Off Seat	\$455	KME-OP1359: PAINTED ROLLUP DOORS - PAINTED	\$693
KME-OPPA3700: Extra Acc Pwr 6 Fuse Blue Sea Pnl Lwr Ctr Rr	\$608	KME-OP1357: ROBINSON ROLL-UP DOORS,	\$4,808
KME-OPPA2928: Fuel Filter/Wtr Separator Fleetguard FS20121 Htd	\$525	KME-OP1377: PULL DOWN STRAPS FOR ROLL-UP	\$605
KME-OPPA2897: Fuel Tank 68 Gallon	\$224	KME-OP1378: STAINLESS STEEL SILL	\$800
KME-OPPA2767: Power Steering Gear TRW TAS 85 w/Assist	\$858	KME-1405: STORAGE WELL IN RUNNING BOARD	\$1,826
KME-OPPA3133: Air Tank Spacers Inboard 3.0"	\$134	KME-OP1511: BACKBOARD MODULE	\$1,577
KME-OPPA3134: Air Inlet Location LH Lwr Frt Step Rwd	\$200	KME-OPPA1183: Windshield Wiper System, Prk Brk	\$414
KME-OP150: FUEL LINE SHUT OFF VALVE	\$330	KME-OPPA5054: Ground Lt Actv Prk Brk, Disp, Rev &	\$100
KME-OPPA1073: Glass Tint Rr Door RH Automotive Dark Gray	\$26	KME-OPPA6215: Cab Front Lightbar Position 4 - Red	\$240
KME-OPPA1074: Glass Tint Rr Door LH Automotive Dark Gray	\$26	KME-OP2287: Add Booster Reel Package to Dunnage	\$4,500
KME-OPPA1075: Glass Tint Side Mid RH Automotive Dark Gray	\$26	KME-OP1485: 250# FLOOR MOUNTED ROLLOUT	\$1,189
		<b>Subtotal of Options Addtl</b>	<b>\$80,092</b>

**2024 KME Pumper Truck Price Breakdown  
HGAC Contract FS12-23 / Product Code FS23OC03**

Description	Price
Panther Chassis, 4-Door, Full-Tilt, Aluminum Cab, Formed Aluminum Body, Single Axle, 1250 Gpm Pump, 750 Gal Tank - Pumper	
MSRP List Price	\$671,108.43
<b>Published Build Options</b>	
Upgrade To Waterous Csu-C20 Pump, Any Rating From 1250 Gpm Through 1750 Gpm	\$15,000.00
Upgrade Os Primary Discharge To 4" W/ Hand Wheel Control	\$5,000.00
Add Additional 1-1/2" Discharge (Crosslay #3)	\$2,500.00
Upgrade Crosslay Discharge To 2-1/2"	\$500.00
Add Additional 1-1/2" Discharge	\$4,500.00
Foampro 1600 Class "A" Foam System	\$9,659.00
Upgrade To 1,000 Gallon Water Tank	\$1,500.00
Add 3" Manual Extend-A-Gun	\$2,417.00
Add 2-1/2" Rear Discharge	\$5,500.00
Add 1-1/2" Front Bumper Discharge	\$4,000.00
Six (6) Adjustable Shelves (\$607.33 Each)	\$3,644.00
Intermediate Rear Step, 10" X 48" Bolt-On	\$565.00
Three (3) Innovative Controls Lighted Step(S), Body Front, Driver Side	\$2,178.00
Twelve (12) Whelen M6 Super Leds (\$765.33 Each)	\$9,184.00
Two (2) Whelen M9 Super Leds	\$2,096.00
Whelen #M6 Led Brake, Reverse, & Turn	\$1,770.00
Rr Warn Lts Controller Sw Pnl Whelen Tactl5 Traf Adv	\$1,630.00
Side Scene Lts Whelen Pioneer Led 12V Pch2 Rf Radius Mnt (\$2748.00 Each)	\$5,496.00
Two (2) Whelen M9 Series Led Scene Lights On Officer (& Driver) Side Of Body (\$1730.50 Each)	\$3,461.00
Cab Style Emfd 10" Raised Roof	\$4,691.00
Frt Axle Hendrickson Steertek Nxt Fabricated Box Beam 20000#	\$6,121.00
Mechanical Siren Federal Signal Q2B Pedestal Mnt	\$3,818.00
Frt Tire 385/65R 22.5 Michelin X Multi HI Z (Two (2)) (\$222.00 Each)	\$444.00
Frt Wheel Accuride 22.5 X 12.25 Alum (Two (2)) (\$162.00 Each)	\$324.00
Balance Wheels & Tires Counteract Beads	\$424.00
Wheel Trim Baby Moon & Nut Covers Ss Shiploose	\$292.00
Rr Brakes Meritor Ex225 Disc 17"	\$718.00
Brake Chambers Tse 20/30 H.O.T.	\$100.00
Aux Air Reservoir 2084 Cu In W/80 Psi Pressure Protection Valve	\$518.00
Moisture Ejectors Auto Htd W/Cable	\$384.00
Air Inlet Connection	\$270.00
Rear Tow Device	\$556.00
Frt Bumper Structural Steel Channel Severe Duty	\$1,556.00
Frt Bumper Extension Length 21"/Inverted Extensions	\$402.00
Frt Bumper Apron For 21" Extension W/Shiploose Labels	\$100.00
Frt Bumper Cmpt Cover Hardware Gas Cylinder/D-Ring	\$163.00
Frt Bumper Cmpt Ctr Full Size 38.00"Wx10.88"D W/Cover	\$1,461.00
Elect Siren Speaker 100W Whelen Sp123Bmc	\$378.00

**2024 KME Pumper Truck Price Breakdown  
HGAC Contract FS12-23 / Product Code FS23OC03**

Description	Price
Cab Tilt Aux Pump Manual Mnt W/Tilt Pump	\$349.00
Cab Tilt Limit Sw Preset Limit	\$123.00
Cabin Air Filtration System Active Air Pur Upr Rear Wall Horiz Ign/Shore Pwr	\$2,488.00
Under Cab Insulation Eng Tnl & Cab Floor W/Removable Alum Tunnel Overlay	\$2,926.00
Cab Modification - Tunnel Rear Chassis Special Option Provisional Pocket	\$1,058.00
Pwr Pnt Dash Mnt Batt Dir (2) Sw Pnl (2) Powerwerx Comb Usb/Type-C 3.1A Sw Pnl	\$300.00
Step Trim Kickplate Treadplate	\$379.00
Seat Back Officer Scba Bostrom Secureall W/Quick-Adjust/Prk Brk Release	\$1,827.00
Radio Jensen Wb/Am/Fm/Ipod/Sat/Bt	\$804.00
Vehicle Connectivity Antenna Lh Fwd Cab Roof	\$100.00
Radio Speakers (2) Front (\$50.00 Each)	\$100.00
Front Bumper Discharge 2.0" Rh W/ Vert Chicksan Termination On Apron W/Guard	\$2,647.00
Rr Whl Alcoa Dura-Bright 22.5 X 8.25 Alum	\$130.00
Air Dryer Wabco System Saver 1200 Bhd Lh Batt Box W/Alcohol Evap	\$903.00
Aux Acc Pwr 6 Fuse Blue Sea Pnl Bhd Sw Pnl W/40A Fuse Batt Dir	\$355.00
Addl Acc Pwr 6 Fuse Blue Sea Pnl Bhd Off Seat 40A Batt Dir	\$455.00
Extra Acc Pwr 6 Fuse Blue Sea Pnl Lwr Ctr Rr Wall 40A Batt Dir	\$608.00
Fuel Filter/Wtr Separator Fleetguard Fs20121 Htd W/Lt & Alarm Outside Frame Rail	\$525.00
Fuel Tank 68 Gallon	\$224.00
Power Steering Gear Trw Tas 85 W/Assist	\$858.00
Air Tank Spacers Inboard 3.0"	\$134.00
Air Inlet Location Lh Lwr Frt Step Rwd	\$200.00
Fuel Line Shut Off Valve	\$330.00
Glass Tint Rr Door Rh Automotive Dark Gray	\$26.00
Glass Tint Rr Door Lh Automotive Dark Gray	\$26.00
Glass Tint Side Mid Rh Automotive Dark Gray	\$26.00
Seat Back Ffo Scba Bostrom Secureall W/Sls W/Quick-Adjust/Prk Brk Release	\$1,827.00
Seat Back Ffo Scba Bostrom Secureall W/Sls W/Quick-Adjust/Prk Brk Release	\$1,827.00
Seat Crew Ffc Bostrom Firefighter Fixed 500 Series	\$1,014.00
Lighted Grab Handles Clear Led	\$203.00
Exterior Trim Rear Corner Treadplate Wide	\$1,027.00
Cab Fender Ss Wide	\$448.00
Headlights 4 Headlamps Led, Firetech Ft-4X6-4Kit (\$177.25 Each)	\$709.00
Frt Turn Signals Whelen M6 Led Above Frt Warn Rad Mnt W/Clr Lens	\$203.00
Frt Scene Lts Firetech Ft-B-72-MI-B 12V Led 72" Black	\$6,922.00
Monster Water Level Gauge, Ea. Side Of Cab - Frc Maxvision Typical	\$1,816.00
Air Horn Foot Switch Lh Linemaster 491-S	\$400.00
Mechanical Siren Foot Switch Lh Linemaster 491-S	\$400.00
Audible Warning Lh Foot Switch Air Horn & Siren	\$134.00
Audible Warning Rh Foot Switch Siren	\$67.00
Audible Warn Lh Ft Sw Double Brkt 30Deg Tplate	\$400.00
Electric Siren Auxiliary Activation Interlock Master Warn & Prk Brk	\$467.00
Direct Tank Fill, 2-1/2" Akron, 2-1/2" Nst Fitting	\$1,814.00
Add Integral Foam Cell (Class A Or B Foam) Up To 20 Gallons (Includes Foam Level Gauge)	\$2,000.00
Hosebed Cover - 4 Hinged Tread Plate Doors With Fixed Center (Sanded)	\$7,323.00



**2024 KME Pumper Truck Price Breakdown  
HGAC Contract FS12-23 / Product Code FS23OC03**

Description	Price
Camera Rh Teardrop	\$385.00
Aux Comm Ant Base Laird Mabt8 Lh Fwd Cab Roof Chassis Sply	\$473.00
Comm Ant Base Laird Mabt8 Rh Fwd Cab Rf Chassis Sply	\$473.00
Two-Way Radio Wiring Conduit Center Dash To Back Of Cab W/25" Coil	\$1,151.00
Two-Way Radio Exterior Conduit To Under Rh Seat	\$143.12
Air Horn Control Button On Pump Panel	\$308.00
Rear Susp Reyco 79Kb 24001-27000# Parabolic 5 Leaf	\$2,534.00
Three (3) Innovative Controls Lighted Step(S), Body Front, Officer Side (\$723.67 Each)	\$2,171.00
Glass Tint Side Mid LH Automotive Dark Gray	\$26.00
Glass Tint Side Rr RH Automotive Dark Gray	\$26.00
Glass Tint Side Rr LH Automotive Dark Gray	\$26.00
Tread Plate Overlay, Front Of Side Compartments (Non-Wrap Around)	\$632.00
Painted Rollup Doors - Painted Curtain, Top Gutter(Six Doors) (\$115.47 Each)	\$693.00
Robinson Roll-Up Doors, Painted Finish (Six Doors) (\$801.31 Each)	\$4,808.00
Pull Down Straps For Roll-Up Doors (Six Doors) (\$100.84 Each)	\$605.00
Stainless Steel Sill Protectors (Six Doors) (\$133.40 Each)	\$800.00
Storage Well In Running Board (Two) (\$913.00 Each)	\$1,826.00
Backboard Module	\$1,577.00
Windshield Wiper System, Prk Brk Interlock w/Disp Override	\$414.00
Ground Lt Actv Prk Brk, Disp, Rev & Turn Sig	\$100.00
Cab Front Lightbar Position 4 - Red	\$240.00
Add Booster Reel Package to Dunnage Area	\$4,500.00
250# Floor Mounted Rollout Tray	\$1,189.00
Additional Build Upfits	\$3,080.00
Use with A-frame cover: Rear hosebed covers vinyl black w/elastic cord (add 15 days)	\$579.00
Full Height Officers Side Compartments	\$4,212.00
Order Processing Fee	\$2,000.00
Fire Equipment Sales and Service (FSE) Upfit Quote EST36035	\$25,130.00
AllSource Enterprises, LLC dba Safe Industries Loose Equipment Quote EST36107	\$1,590.00
<b>Sub Total</b>	<b>\$883,021.55</b>
HGAC 5 % Discount off MSRP	<b>-33,555.42</b>
HGAC 5% Discount Off Published Options	<b>-8,766.13</b>
SC State Sales Tax	\$500.00
<b>Grand Total</b>	<b>\$841,200.00</b>

## Official Proposal for Oconee County

All Source Enterprises LLC. dba Safe Industries herewith submits a proposal to Oconee County for a fire apparatus manufactured by KME:

<b><u>Package:</u></b>	Retail Unit GSO 11909 – KME Pumper with a Metro Star Cab, a Cummins L9 450HP Engine, a Waterous CSU 1500 GPM Pump, a 1000 Gallon Water Tank, a 20 Gallon Foam Tank, Booster Reel in the Rear Compartment, FoamPro 1600 Foam System, Ladder, Pike Poles and Backboard Storage Beside the Water Tank on the Officer’s Side Of the Body and an Aluminum Hose Bed Cover. <i>(Pricing is for Truck with Published Options and includes 5% Discount Off Truck MSRP and 5% Discount Off Published Options)</i>	<b>\$804,109.00</b>
<ul style="list-style-type: none"> <li>• Prior to Delivery of the Apparatus, Safe Industries Will Perform a Bumper to Bumper Inspection and Pump Test at No Cost to the Customer.</li> <li>• FES Upfits as Specified on EST36034</li> <li>• Loose Equipment as Specified on EST36107</li> <li>• Graphics / Unpublished Options</li> <li>• Order Processing Fee</li> <li>• SC Auto Sales Tax</li> </ul>		<p>Included</p> <p>\$25,130.00</p> <p>\$1,590.00</p> <p>\$7,871.00</p> <p>\$2,000.00</p> <p>\$500.00</p>
<b><u>Total of Package:</u></b>		<b><u>\$841,200.00</u></b>

Bidding Organization Name: All Source Enterprises LLC. DBA Safe Industries  
 Bidding Organization Address: 5031 Hwy 153  
Easley, SC 29642

Signature of Bidder's Representative: 

Name: Cameron Marler  
 Title: Apparatus Sales Representative  
 Phone: (864) 245-7937  
 Email: [cmarler@safeindustries.com](mailto:cmarler@safeindustries.com)

Delivery is to be made to the Customer subject to all clauses of the attached contract, within approximately 2-4 months from receipt of the signed and accepted sales contract by the Manufacturer, KME Fire Apparatus. Proposed delivery days subject to change based on shelving and upfit modifications determined by the department. Safe Industries (the Company) shall not be held liable for any delay, failure to make delivery due to, war, fire, labor disputes, acts of God, governmental regulations, supplier issues beyond KME’s reasonable control, breakdown of machinery, or any other causes or circumstances beyond the reasonable control of the Company which prevent or hinder the Company’s manufacture and/or delivery of the Apparatus. Any changes after order submittal, including those made during a pre-construction conference, may void any penalty clauses or require that delivery and penalty be re-negotiated in good faith by both parties. The Bidder's right to withdraw this proposal, if not accepted within thirty (30) days from the above date is hereby acknowledged. The above price is good until March 6, 2025. After the March 6, 2025 date, the apparatus price shall increase \$5,000.



# Quote

## Fire Equipment Sales & Services

1665 Stamey Livestock Rd  
 Sumter, SC 29153  
 (803) 494-6005

Date	Quote #
1/7/2025	EST36034

Bill To
Safe Industries 5031 Highway 153 Easley SC 29642 United States

Ship To
Safe Industries 5031 Highway 153 Easley SC 29642 United States

Expires	Terms	Ship Method	Sales Rep
2/6/2025	Due on receipt		

QTY	UoM	Item	Description	Comments	Price	Ext Price
1	Ea	Service Parts	Oconee County Upfits- GSO 11909 K180			
			Smooth aluminum for adjustable shelf in L1		120.00	120.00
3	HR	Service Labor	Service Labor to fabricate and install adjustable shelf in L1		175.00	525.00
1	Ea	Service Parts	Smooth aluminum for toolboard (hat channel) for back wall in L1		228.00	228.00
4	HR	Service Labor	Service Labor to toolboard and install in L1		175.00	700.00
1	Ea	Service Parts	Smooth aluminum, latch, pivot and locking pin for swing out toolboard in R2		584.00	584.00
6	HR	Service Labor	Service Labor to fabricate toolboards, install pivot and hardware in R2		175.00	1,050.00
1	Ea	Service Parts	Smooth aluminum for floor mounted pull out tray in bottom of R3		185.00	185.00
5	HR	Service Labor	Service Labor to fabricate tray, install slidemaster in bottom of R3		175.00	875.00
1	Ea	Service Parts M Charge	Service Parts M Charge Slidemaster roll out for R3		1,255.00	1,255.00
1	Ea	Service Parts	Smooth aluminum for floor mounted pull out tray in bottom of RC		190.00	190.00
1	Ea	Service Parts M Charge	Service Parts M Charge Slidemaster roll out for RC		1,255.00	1,255.00
5	HR	Service Labor	Service Labor to fabricate tray, install Slidemaster in bottom of RC		175.00	875.00
12	HR	Service Labor	Service Labor - Move the booster reel that is located in the rear compartment to be on top of the tank at the front of the body. Add blank off rollers to the driver and officer sides to allow the hose to be deployed off either side.		175.00	2,100.00
1	Ea	Service Parts	FH3 hose rollers, hardware and plumbing fittings to modify existing booster reel and hose pipe to top of tank		589.00	589.00



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Date	Quote #
1/7/2025	EST36034

QTY	UoM	Item	Description	Comments	Price	Ext Price
2	Ea	Service Parts	Aluminum, tubing and uni strut for one shelf each, to add an EMS compartment to the driver and officer side rear facing seat positions. The compartments shall be 17" wide x 43" tall x 23" deep. The compartments shall have a ROM roll up doors. Each should have a blue sea fuse block and a household power strip, one of the fuse blocks will be moved from location already existing in cab.		1,241.00	2,482.00
2	Ea	Service Parts	120V receptacles for EMS compartment		30.50	61.00
1	Ea	5026B Blue Sea 12 circuit fuse block	78151 5026B Blue Sea 6 circuit fuse block		258.00	258.00
2	Ea	Service Parts	Raptor Liner to paint EMS compartments to match interior of compartment of truck		138.00	276.00
24	HR	Service Labor	Service Labor to fabricate, wire and install receptacle, blue sea fuse blocks and install ROM doors in EMS cabinets. Labor to paint job color to match interior		175.00	4,200.00
1	Ea	Service Parts	Smooth aluminum to guard battery box from DEF spilling		59.00	59.00
2.5	HR	Service Labor	Service Labor to fabricate and install guard		175.00	437.50
1	Ea	Service Parts M Charge	Service Parts M Charge- Xantrex Freedom XC Pro 3000		2,795.00	2,795.00
1	Ea	Service Parts	120V receptacle for L1 compartment		31.00	31.00
1	Ea	Service Parts M Charge	Service Parts M Charge- Kussmaul receptacle and cover		140.00	140.00
12	HR	Service Labor	Service Labor to wire and install Xantrex Freedom XC Pro 3000, power strip L1 compartment high on the rear wall, connect wires to the power strips in the EMS cabinets that are added in cab and a receptacle on the rear fender with weather proof cover		175.00	2,100.00
1	Ea	Service Parts	Electrical wire, terminals and loom for harnesses needed		349.00	349.00
1	Ea	Service Parts	RW Wheel trim kit - baby moons, high hats, lug nut covers		529.00	529.00
1.5	HR	Service Labor	Service Labor to install customer supplied Federal Q switch on the floor of officer's side		175.00	262.50
1		Delivery	Shipping costs for items delivered to FES from vendors		619.00	619.00
					Total	\$25,130.00



EST36034



**WORLDWIDE EQUIPMENT ENTERPRISES, INC.**  
COLUMBIA DIVISION

February 6, 2025

Oconee County  
415 South Pine Street  
Walhalla, SC 29691



THE TRUCK PEOPLE

**KENTUCKY**

Lexington  
Middlesboro  
Prestonsburg  
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**WEST VIRGINIA**

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**OHIO**

Cincinnati  
Dayton

**SOUTH CAROLINA**

Charleston  
Columbia  
Greenville

**WORLDWIDE  
EQUIPMENT  
LEASING, INC.**

**WORLDWIDE  
FABRICATING  
&  
MANUFACTURING**

**Quote for 2026 T880 Kenworth Tri Axle Dump Truck**

**MSRP List Price** \$306,227  
**Sourcewell Contract Discount (36.5%)** -\$111,773

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

**Sub-Total Chassis** \$196,858

**Add Logan AR450 Dump Body** \$ 39,270

**Sub-total chassis & dump body** \$236,128  
**Add SC Tax (IMF)** \$ 500

**Grand Total** \$236,628

**\*\*\*\*\*Additional Dealer Discount** -\$ 4,814

**New Total** \$231,814

Thank you,

**Adam Gaffney**

707 CHEROKEE LANE • WEST COLUMBIA, SOUTH CAROLINA 29169  
(803) 926-2900  
WWW.THETRUCKPEOPLE.COM





WORLDWIDE KENWORTH - WEST COLUMBIA (W040)  
 707 CHEROKEE LANE  
 WEST COLUMBIA, South Carolina 29169

OCONEE COUNTY  
 15026 WELLS HWY  
 SECECA, South Carolina 29678  
 United States of America

Adam Gaffney  
 Cell Phone: 803-807-0702  
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 Email: adam.gaffney@thetruckpeople.com

SWAIN STILL  
 Cell Phone: 8647235519  
 Email: sstill@oconeesc.com

## Vehicle Summary

Model:	Unit	Fr Axle Load (lbs):	20000
Type:	T880 Series Conventional	Rr Axle Load (lbs):	46000
Description 1:	FULL TRUCK	G.C.W. (lbs):	80000
Description 2:	Oconee County Tri Axle		
Intended Serv.:	Application	Road Conditions:	
Commodity:	Construction: Vehicles used in the cons	Class A (Highway)	84
Type:	Gravel/Crushed Rock/Sand	Class B (Hwy/Mtn)	10
Length (ft):	Body	Class C (Off-Hwy)	5
Height (ft):	End Dump	Class D (Off-Road)	1
Max Laden Weight (lbs):	18	Maximum Grade:	6
	13.5	Wheelbase (in):	214
	4000	Overhang (in):	62
		Fr Axle to BOC (in):	74
No. of Trailer Axles:	Trailer	Cab to Axle (in):	140
Type:	0	Cab to EOF (in):	202
Length (ft):	0	Overall Comb. Length (in):	324.5
Height (ft):	0		
Kingpin Inset (in):	0	Special Req.	
Corner Radius (in):	0	U.S. Domestic Registry, 50-state.	
	Restrictions		
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		

Approved by: \_\_\_\_\_

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

Note: All sales are F.O.B. designated plant of manufacture.



Std/ Opt	Description	Weight
<b>Model</b>		
S	T880 Series Conventional	15,549
S	T880	0
O	<b>Chassis Operation Will Not Incl. Stationary</b> application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0
O	<b>CARB Low NOX Omnibus Registration Guidelines</b> Dealer/Customer acknowledges that this vehicle is NOT intended for registration or domicile/primary use in the State of California.	0
O	<b>EPA Clean Idle Label - Cummins Engines</b>	0
S	<b>Non-Sleeper w/ Rear Axle Capacity less than 59K.</b>	0
O	<b>State of Registry: South Carolina</b>	0
<b>Engine &amp; Equipment</b>		
O	<b>Cummins X15 450V 450@1900 1750@900, 2024</b> with Intebrake, Productivity Series N09420 C333 0.....Reserve Speed Limit Offset ( ) N09380 C334 0.....Maximum Cycle Distance (C334 ) N09360 C400 252...Reserve Speed Function Reset N09200 C399 100...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (C40 ) N09220 C402 0.....Expiration Distance (C402 ) N09540 C395 0.....Expiration Distance (C395 ) N09260 C121 65....Maximum Accelerator Pedal Ve N09440 C234 YES...Engine Protection Shutdown ( ) N09460 C231 NO....Gear Down Protection (C231 ) N09580 C133 5.....Timer Setting (C133 ) N09680 C233 NO....Idle Shutdown Manual Overrul N09480 C132 1900..Max PTO Speed (C132 ) N09300 C128 65....Maximum Cruise Speed (C128 ) N09500 C239 NO....Cruise Control Auto Resume ( ) N09520 C238 NO....Auto Engine Brake in Cruise N09240 C209 100...Hard Maximum Speed Limit (C2 ) N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown- N09640 C206 35....Engine Load Threshold (C206 ) N09560 C225 YES...Enable Idle Shutdown Park Br	470
O	<b>EPA Emissions Warranty Engine</b>	0

*Idol shutoff disabled*





Std/ Opt	Description	Weight
S	PremierSpec	0
O	Gearing Analysis: Balance power/economy blend results.	0
O	Customer's Typical Operating Spd: 63 MPH	0
	RegistrationYear Year of Registration: 2025	0
O	Effective VSL Setting NA	0
O	Engine Idle Shutdown Timer Disabled	0
O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
O	Air Compressor: Cummins 18.7 CFM, Naturally Aspirated for Cummins X15 and X15N engines	0
S	Air Cleaner: Composite Firewall Mounted PACCAR or Cummins Engines	0
O	Fan Hub: Horton 2-Speed for X15/X15N	0
S	Cooling module: 1330 square inches. Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant.	0
S	EXH: Single Can 2024 RH Under with RH Side-of-Cab Vertical Tailpipe	0
O	Tailpipe: 5 in. Single 18 in. 45 degree curved.	0
O	Fuel Filter:PACCAR Extended Service Interval Fuel/Water Separator, 2017 and Later Emissions	0
S	Run Aid:Fuel Heat *For Fuel Filter	0
S	Start Aid:12V Heat *For Fuel Filter	0
O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	6
S	Alternator: PACCAR HDS 160 AMP Brushed	0
S	Batteries: 3 PACCAR GP31 Threaded Post (700-730) 2100-2190 CCA dual purpose.	0
O	PACCAR Premium 12V Starter W/ Cummins X15 Engines PACCAR 12 volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12- volt light system with circuit protection circuits number & color coded.	0
S	Remote PTO/Throttle, 12-Pin, Engine Bay	0

Price Level: January 1, 2024  
Deal: Oconee County Tri Axle  
Printed On: 2/3/2025 10:40:19 AM

100% Complete

Date: February 03, 2025  
Quote Number: QUO-1037339-Y0L3K6



Std/ Opt	Description	Weight
	Remote Control Provision	
<b>Transmission &amp; Clutch</b>		
O	<b>Transmission: Allison 4500RDS 6-speed, With PTO</b> drive gear. No Retarder. 6th Generation controls. For vocational applications. Includes shift control, transmission oil temperature gauge, oil level sensor & heat exchanger. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	478
O	<b>Driveline: 2 Dana SPL170XL 1 Centerbearing</b>	45
O	<b>Torque Converter Included W/ Allison</b> Transmission.	0
O	<b>Pushbutton Control Center Console Mounted.</b> Class 8 with Allison Transmission.	0
O	<b>Allison Fuel Sense: Delete</b>	0
O	<b>J1939 Park Brake Auto Neutral</b>	0
O	<b>Allison Neutral at Stop</b>	0
O	<b>Rear Transmission Support Springs for</b> transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	0
O	<b>Customer Installed Transmission PTO in the LH</b> Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0
<b>Front Axle &amp; Equipment</b>		
O	<b>Meritor MFS20 Front Axle rated 20K</b> 3.5 in. drop, standard track.	-7
O	<b>Front Brakes: 22K Bendix ES S-Cam 16.5x6 in.</b>	-46
O	<b>Front Brake Drum: 20K Meritor X30 light weight</b> 16.5x6 in.	42
O	<b>Front Hubs Iron Hub Pilot 20,000 lbs. 10 Bolt</b> 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.	80
S	<b>ConMet PreSet Plus Hub Package; Front Axle.</b>	0
S	<b>Hubcap: Front Vented.</b>	0
O	<b>Front Auto Slack Adjuster for Drum Brakes.</b>	0
S	<b>Front Springs: Taperleaf 20K W/ Shock Absorbers</b> w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. Not available on W900L. W900B use 2866021.	0
S	<b>Dual Power Steering Gear: 16-22K TRW THP60</b> Not for use on T3.	54

Price Level: January 1, 2024  
 Deal: Oconee County Tri Axle  
 Printed On: 2/3/2025 10:40:19 AM

100% Complete

Date: February 03, 2025  
 Quote Number: QUO-1037339-Y0L3K6





Std/ Opt	Description	Weight
S	Power Steering Cooler:Radiator Mounted Air-to-Oil	0
O	Threaded Bushings for Taperleaf Spring 16K, 18/20K, 22K, 40K replacing rubber.	0
<b>Rear Axle &amp; Equipment</b>		
S	Dual Meritor RT46-160 Rear Axle rated at 46K. Tandem rear axles.	0
O	Rear Axle Ratio - 4.30.	0
O	Dual Rear Brakes 16-1/2x7 in. to 46K; Bendix ES-extended service S-cam.	0
O	Dual Rear Brake Drums: Cast. For use with 16.5X7" or 16.5X8.625" brake.	208
S	Dual Rear Hubs: Aluminum Hub Pilot 46K; 11.25" bolt circle. Requires "R" series outer ends.	0
S	ConMet PreSet Plus Hub Package; Dual Rear Axle.	0
O	Tandem Rear Axle Automatic Slack Adjusters. For use with drum brakes.	0
O	Spring Brake: 3036 Dual 30 Square Inches; 36 square inches spring chamber. For drum brakes.	100
O	Bendix 4S/4M Anti-Lock Brake System.	0
O	Inverted Chambers for 16-1/2 x 7 in. Brakes; Replaces standard mount w/ higher mount.	0
O	Interaxle Driveline: 1 Dana SPL170XL Tandem Rear Axles Only	-2
O	Driver Controlled Differential Lock (Crosslock) for Meritor Axles 40K to 52K forward rear & rear rear axle. Under Speed Interlock is standard on T680.	39
O	Tandem Hendrickson HAULMAAX EX (HMX) 460 46K. 54 in. axle spacing, 17.5 in. saddle height. With shocks, track rods and rubber bolster bushings. Unladen Height: 12.5 in. Laden Height: 10.5 in.	180
O	1 Steerable Pusher: Watson-Chalin 13.5K SL13	1,245
O	1 Steerable Pusher Brakes: Bendix Non-RSD 15x4 Use with 13.5Kaxle.	0
O	1 Steerable Pusher Brake Drum 15x4 for Use With 13.5K axle.	0
O	1 Steerable Pusher Hubs Aluminum Hub Pilot for use with 13.5K axle.	0
O	Pusher or Tag: Gauge/ Switch and Pressure regulator dash-mounted. Reduces gauge count by 7 (1-gauge, 6- regulator mounting panel)	0
O	Delete Standard Heavy-Duty Air Springs for Rear suspension.	-28
O	1st Pusher Location: 52 in. From C/I Forward tandem axle or single rear axle.	0

Price Level: January 1, 2024  
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Std/ Opt	Description	Weight
<b>Tires &amp; Wheels</b>		
O	<b>Front Tires: Michelin XZUS2 315/80R22.5 20PR</b> 42.8 in. Diameter, All Position.. 19.8 in. SLR.	98
O	<b>Rear Tires: Michelin X Multi D+ 11R24.5 16PR</b>	0
O	<b>1 Steerable Pusher: 2 Goodyear Endurance RSA</b> 295/75R22.5 14PR, 40.6 in. diameter, all position. 19.0 in. SLR.	14
O	<b>Rear Tire Quantity: 8</b>	0
O	<b>Front Wheel: Accuride 29039 22.5X9 steel</b> Steel Armor(TM) powder coat, hub-pilot mount. 10000lb. maximum rating. 5-hand holes.	70
O	<b>Rear Wheel: Accuride 28827 24.5x8.25 steel</b> Steel Armor(TM) powder coat, hub-pilot mount. 8000lb. maximum rating. 2-hand hole. Code is priced per pair of wheels.	140
O	<b>1 Steerable Pusher Wheel: 2 Accuride 50344</b> 22.5x8.25. Steel Armor(TM) powder coat, hub-pilot mount. 8000lb. maximum rating. 5-hand holes.	20
O	<b>Powder Coat White Steel Wheel. Use in Conjunction</b> with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
O	<b>Rear Wheel/Rim Quantity: 8</b>	0
<b>Frame &amp; Equipment</b>		
O	<b>Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to</b> 285 in. to 336 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80, RBM is 1,776,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	160
O	<b>Full Steel Insert: for 10-5/8 in. or 10-3/4 in.</b> Steel 285 in. to 336 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model. See databook addendum section 7.2.	609
O	<b>Bumper: Tapered Polished Aluminum Channel.</b> Requires a bumper setting code.	-6
S	<b>48.5 in. Bumper Setting. Requires a Bumper Code.</b>	0
O	<b>Front Tow Hook: Center Mounted, Cast.</b> Requires iron front drive brackets.	28
O	<b>Battery Box Cantilever Aluminum BOC with</b> fiberglass cover.	8
O	<b>Battery Box Location: RH Side.</b>	15

Double  
Frame →





Std/ Opt	Description	Weight
S	<b>C5, T6, T8 Non-Polished DPF/SCR or CNG Cover</b> diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.	0
O	<b>Final End-of-Frame Cut-Off Dimension Will be</b> modified to 56 in. to 60 in.	0
S	<b>Rear Mudflap Arms: Betts B-25 Standard-Duty,</b> straight. Includes B1732 mounting brackets as standard.	0
S	<b>Rear Mudflap Shields: White Plastic Antisail W/</b> Kenworth logo.	0
S	<b>Square End-of-Frame W/O Crossmember; Non-Towing.</b>	0

**Fuel Tanks & Equip**

O	<b>Fuel Tank: 100 US Gallon 24.5 in. Aluminum Under</b> replace. Class 8 fuel tanks w/o locking caps include an anti-siphon device on the filler neck.	0
S	<b>Small Round DEF Tank, 14 Gallons.</b> The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0
O	<b>Heavy-Duty 7 in. Steel Supports/ Straps for One</b> 24.5 in tank. Two supports per tank.	18
S	<b>DEF to Fuel Fill Ratio 2:1 or Greater.</b>	0
S	<b>Anti-Siphon Device in Fuel Tank Filler Neck.</b> For any number of fuel tanks.	0
S	<b>DEF Tank Location is LH.</b>	0
O	<b>Location: 100 gal fuel tank LH under cab</b>	0

100 gal tank →

**Cab & Equipment**

S	<b>Cab: Stamped Aluminum Cab with Panoramic Curved</b> glass windshield. Standard with stamped aluminum doors, heavy duty in-swinging hinges, and triple sealed doors. Manufactured using self-piercing rivets and structural adhesive. Includes LED exterior marker lights and turn signals.	0
O	<b>Hood: T880 Set-Back Medium Length. 122.6 inch</b> BBC W/Std Bumper.	15
S	<b>Cab HVAC - Day Cab and 40 in. Sleeper</b> System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0

Price Level: January 1, 2024  
Deal: Oconee County Tri Axle  
Printed On: 2/3/2025 10:40:19 AM

100% Complete

Date: February 03, 2025  
Quote Number: QUO-1037339-Y0L3K6



Std/ Opt	Description	Weight
S	<b>Kenworth Smartwheel: 18 in. Non-Leather With Integrated Radio and Cruise Controls.</b>	0
O	<b>Column Mtd Retarder Control, RH Side</b> Use with Manual & Allison Transmissions Only.	0
S	<b>Adjustable Telescoping Tilt Steering Column.</b>	0
O	<b>5 Sets of Keys. Replaces Standard 2 Sets of Keys.</b>	0
O	<b>Dash Mounted Compact Trailer Brake Valve.</b> Non-Self Returning.	0
O	<b>Information for Customer-Installed PTO Muncie</b> 10-bolt.	0
O	<b>Dash Switch:1st Allison-Mounted PTO.</b> Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	0
S	<b>Gauge: DD Virtual Gauge - Oil Temp Engine</b>	0
S	<b>Gauge: DD Virtual Gauge - Manifold Pressure Boost</b>	0
S	<b>Gauge: DD Virtual Gauge - Engine Percent Torque</b>	0
S	<b>Main Instrument Package: 15" Digital Display.</b> Includes Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, OAT and Voltmeter, and Air Application.	0
O	<b>Interior Color: Tan</b>	0
S	<b>Interior Package: Vantage Daycab</b> Includes durable headliner and vinyl sidewalls with geometric patterned trim and anodized aluminum accents throughout. Convenient overhead storage cubbies, full size glove box, two center console cupholders, and large door pad map pocket. Standard LH/RH power windows, electric door locks, interior LED lighting, nighttime-friendly red ambient lighting for dash and footwell, and door mounted courtesy light. Includes two standard 12V power outlets. Driver sunvisor includes strap.	0
S	<b>Rubber Floormat</b>	0
O	<b>Driver Seat: GT701 HB with Vinyl material.</b> The GT701 is standard with a single air bag, scissor linkage seat suspension. It includes a single chamber lumbar support, 10in Fore/Aft adjustment, 7in Up/Down adjustment, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. DR seat standard w/ dual armrests.	0
O	<b>Rider Seat: GT100 Toolbox HB with Vinyl Material.</b> The GT100 seats are standard with fixed base. Includes 3-point matching seat belts. Rider seat standard w/ LH armrest.	0
S	<b>Seat Color: Black</b>	0

Price Level: January 1, 2024  
 Deal: Oconee County Tri Axle  
 Printed On: 2/3/2025 10:40:19 AM

100% Complete

Date: February 03, 2025  
 Quote Number: QUO-1037339-Y0L3K6





Std/ Opt	Description	Weight
O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	0
S	Base Level Audio System - Daycab:High Performance Door Speakers.	0
O	Ashtray Insert: W/ Cigar Lighter Located in center console. Deletes 1 12V outlet & 1 cupholder.	0
O	Turn Signal: Self-Cancelling	0
S	LH and RH Trip Ledge Rain Deflectors	0
S	Global Telematics Unit	0
O	Long Grabhandle RH Side Mounted to Side-of-Cab exhaust.	2
O	Grabhandle: LH, Exterior, Side of Cab - Ergonomic Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit.	3
S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0
S	Kenworth Daylite Door With Standard LH/RH electric door locks and LH/RH electric window controls.	0
O	Dual Rectangular Air Horn 23 in. LH & RH Top of roof. Includes air horn covers.	4
S	Look-Down, Pass. Door, Black 11x6	0
O	Mirror: LH Hood Mounted, Round Convex, Chrome	4
O	Mirror: RH Hood Mounted, Round Convex, Chrome	4
S	Aero Mirror: Dual Kenworth Aerodynamic Motorized heated mirrors, 7in X 13in with cab color mirror shell and black mirror arms. Also includes LH/RH heated 6in X 7in convex mirrors. Mirror brackets set for 8-1/2 ft load width. Mirror controls located on driver side door pad.	0
S	Rear Cab Stationary Window 19in x 36in	0
O	3.5in x 11.5in Plastic Records Holder:Mounted On Rear Cab Panel. Not available With Sleeper Or 2 Person Bench Seat.	0
S	One-Piece Bonded-In Windshield With Curved Glass. Standard.	0
S	Exterior Stainless Steel Sunvisor.	19
S	Wheelwell Fender Extension: 2.5 Inches	0
S	Kenworth Cab/Sleeper Air Suspension.	0
U	TC575 1H SPTC Narr TC575 1H SPTC	0

Grab handles both sides

### Lights & Instruments

Price Level: January 1, 2024  
 Deal: Oconee County Tri Axle  
 Printed On: 2/3/2025 10:40:19 AM

100% Complete

Date: February 03, 2025  
 Quote Number: QUO-1037339-Y0L3K6



Std/ Opt	Description	Weight
S	Headlamps: SAE Dual Halogen Complex Reflector	0
S	Marker Lights: Five Rectangular LED.	0
S	Turn Signal Lights: Flush Mounted LED. Mounted at top of fender wheel arc.	0
S	LED Stop, Turn, Tail: With Two LED Backup Lights and With An LED License Plate.	0
S	Marker Lights: Interrupter Switch. Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0
S	Omit Brake Light with Engine Brake. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0
<b>Air Equipment</b>		
O	Air Dryer: Bendix AD-HF Extended Purge Heated With Puraguard	0
S	Moisture Ejection Valve W/ Pull Cable Drain.	0
O	Full Truck Kit Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	15
S	Nylon Air Tubing in Frame & Cab, Excluding Hoses subject to excessive heat or flexing.	0
O	Trailer ABS Electric Supply Through SAE J560 7-pin connector per TMC RP137).	0
O	Air Tanks: Aluminum Replacing Steel All Tanks. *Not air tanks on lift axles.	-44
<b>Extended Warranty</b>		
S	Base Warranty - Standard Service Heavy Duty 12 months / 100,000 miles / 160,000 km.	0
O	Allison 4000 Series Transmission Surcharge	0
O	TruckTech+ RD - 5YR Sub Cummins Engines	0
O	Base Warranty: Emissions 5YR/100K MI - EPA Engine	0
<b>Miscellaneous</b>		
O	GHG Secondary Manufacturer: Does Not Apply	0
O	Additional Lead Time Required for Off Highway &	0

Price Level: January 1, 2024  
Deal: Oconee County Tri Axle  
Printed On: 2/3/2025 10:40:19 AM

100% Complete

Date: February 03, 2025  
Quote Number: QUO-1037339-Y0L3K6





Std/ Opt	Description	Weight
	/or specialty component truck.	
O	<b>Warning Triangle Reflector Kit: Shipped Loose.</b> Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	4
S	<b>EMUX Architecture</b>	0

**Promotions**

**Paint**

O	<b>Paint Color Number(s).</b> N9702 A - L0006 WHITE N9720 FRAME N0001 BLACK	0
O	<b>Bumper Unpainted</b>	0
O	<b>Day Cab Bulk Paint</b>	0
O	<b>Day Cab Standard Paint</b>	0
S	<b>1 - Color Paint - Day Cab</b> Color will be White if no other color is specified.	0
S	<b>Base Coat/ Clear Coat.</b> The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0

**Special Requirements**

- Special Requirement 1 0098025
- Special Requirement 2
- Special Requirement 3
- Special Requirement 4

**Order Comments**

<b>Total List Price (W/O Freight &amp; Warranty &amp; Surcharges )</b>	\$306,227
<b>Marketing and Service Support Fee</b>	\$1,555
<b>Prepaid Freight</b>	\$3,625
<b>Total Surcharge/Options Not Subject To Discount</b>	\$2,399
<b>Total Weight (lbs)</b>	19,613

Price Level: January 1, 2024  
 Deal: Oconee County Tri Axle  
 Printed On: 2/3/2025 10:40:19 AM

100% Complete

Date: February 03, 2025  
 Quote Number: QUO-1037339-Y0L3K6



## Prices and Specifications Subject to Change Without Notice.

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Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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### **PRICING DISCLAIMER**

*While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information*



Shipping Destinations

Intermediate Destination:

Final Destinations	Quantity
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www.logancorp.com

124 Ward Road  
Salyersville, KY 41465  
Phone: (606)349-1744  
Fax: (606)349-1144

Quote Date: 2/3/2025  
Prepared by: Dennis Smith  
Quote #: 9171

Reference: 17-1/2' LE

<b>CUSTOMER:</b> 880511 WORLDWIDE EQUIP OF SC INC #87 DBA - WORLDWIDE KENWORTH OF SC 707 CHEROKEE LANE WEST COLUMBIA SC 29169 ATTN: Adam Gaffney 803.926.2900	<b>SHIP TO:</b> WORLDWIDE EQUIP OF SC INC #87 DBA WORLDWIDE KENWORTH OF SC 707 CHEROKEE LANE WEST COLUMBIA SC 29169
--	---

**Chassis Info:**

OEM:  
VIN:  
Cab to Body:  
Transmission:

C/A-C/T:  
Pivot:  
Overhang: 22"-23"  
Cab Height:

**Body:**

Model: LE  
Installation: Installed  
Length: 17 1/2'  
Inside Width/Outside Width: 86" Inside 96" Outside

**Understructure:**

Deck: 3/16" AR 450  
Longsills: FORMED W/2" RUBBER

X-Members: NONE, FULLY X-MEMBERLESS  
X-Member Spacing: NONE, FULLY X-MEMBERLESS

**Sides:**

Side Height: 56"  
Side Material: 3/16" AR 450  
Bottom Rail / Fender: 10GA HIGH TENSILE  
Side Boards: 2 X 2 X 1/4" INVERTED ANGLE  
Aluminum Fender Covers: ALUMINUM DIAMOND PLATE

Top Rail: FORMED SELF-SHEDDING  
Vertical Side Bracing: NOT INCLUDED  
Horizontal Side Bracing: NOT INCLUDED  
Boarding Ladder: TREAD GRIP STEPS W/INTEGRATED HAND GRIPS

**Bulkhead:**

Bulkhead Height: NEED  
Bulkhead Material: 3/16" AR 450  
Shovel Holder: BRACKETS WELDED TO BULKHEAD  
Inside Steps: DRIVER'S SIDE, INTEGRAL ANTI-SLIP DESIGN

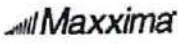
Cabshield: FULL WIDTH, W/FORMED IN WIND DEFLECTOR, 10GA  
Cabshield Length: 24" Width:  
Cabshield Material: 10GA HIGH TENSILE

**Tailgate:**

Tailgate Height: 60"  
Tailgate Material: 3/16" AR 450  
Top Hinge Style: HD HIGH LIFT, W/CYLINDERS UNDER TOP RAIL  
Tailgate Safety Chains: 3/8" HIGH GRADE, W/PROTECTIVE SLEEVE  
Stoker Door: NOT INCLUDED  
Apron: NOT INCLUDED

Tailgate Slope: 14 DEGREE (APPROX 12") ASPHALT TAPER  
# Panels: 1  
Bottom Latch Style: OVERSLUNG, PLATE STEEL W/BRASS BUSHINGS  
Bottom Latch Controls: ALUMINUM AIR CYLINDER OPERATED  
Wing Latches: NOT INCLUDED  
Tailgate Options: \* TREAD PLATE PROTECTIVE COVER AT SAFETY CHAIN AREA \* INVERTED ANGLE ON TOP OF GATE



**Lights:** All Lights are LED by:  Maxxima

Bottom Side Markers: 2  
Rear Stop/Tail/Turn: 1  
Front Strobes: 2

Top Side Markers: 0  
Cabshield Markers: 2  
Rear Strobes: 2  
Light Options:

**Hydraulics:** Logan's standard hoists by:  Custom Hoists, Inc.

Hoist Model: CUSTOM HOISTS 73-151  
Pump: DIRECT MOUNT 2.5" GEAR  
Pump Controls: AIR FEATHERING  
Pump Cutoff: AIR  
Axle Controls: NOT INCLUDED

PTO: HOT SHIFT FOR AUTO TRANS  
PTO Controls: WIRED TO SWITCH IN DASH  
Console: ALUMINUM, WITH INSPECTION COVER  
Hydraulic Tank: ALUMINUM UPRIGHT, 26GAL

**Paint:** All bodies coated with  AXALTA  
Body Primer: AXALTA TUF-COTE, HIGH SOLIDS ALKYD PRIMER  
Body Topcoat: AXALTA IMRON ELITE, POLYURETHANE ENAMEL

Top Coat Paint Code:  
Side Boards: NOT INCLUDED

**Chassis Components:**


Rear Hinge: 1 3/4" PIN STRAP STYLE, WITH FULL PIN  
Body Safety Prop: INTEGRATED WITH REAR HINGE  
Subframe: FORMED 36" Z BAR, INCLUDED INTEGRAL RETAINER PLATES  
Backup Alarm: INCLUDED

Rear Frame Bumper: NOT INCLUDED  
Front Flaps: STEEL MUD GUARDS  
Rear Mud Flaps: STANDARD HD LOGAN RUBBER FLAPS

**Tarp:**

Type: MOUNTAIN ELECTRIC FLIP TARP SYSTEM  
Wind Deflector: FORMED IN CAB SHIELD

Material: ASPHALT VINYL  
Tarp Options:

 **Smart DUMP™** Accident Prevention System: NOT INCLUDED

**Options Included:**

	Qty		Qty
1: OP GREASE LINE TOP&BOTTOM PIN	1	6: OP CUST AIR ELEC INST	1
2: OP GREASE MANIFOLD 8 POINT	1	7:	
3: OP ELECTRIC VIBRATOR INST	1	8:	
4: OP 3/4" PINTLE PLATE INST	1	9:	
5: OP 30TON PINTLE HOOK INST	1	10:	

**Special Options:**

All Marker Lights 3/4"  
2) 3/4" Lights Top Rail  
2) 3/4" Lights Bottom Rail  
Banjo Plates on side of rear post

*\*\*\* Added vibrator to the order per: Dennis Smith  
Price is held!!*

## Quote Summary

Quoted Amount per unit	\$38,140.00
Material Surcharge	
Federal Excise Tax	
Estimated KY State Sales Tax	
Assumed KY delivery Delivery	\$1130
<b>TOTAL QUOTED AMOUNT</b>	<b>\$39,270.00</b>

**TERMS:**

Above pricing reflects the current pricing based on the latest material surcharges.  
Changes to material pricing will change the above pricing. All pricing is valid for 30 days.  
Unless an exemption certificate is received, state sales tax in state where delivered will be added to invoice.  
Dealer to collect all applicable taxes including Federal Excise Tax and state sales tax.  
Balance due per terms or when the unit is sold, whichever comes first.  
A purchase order and signed quote is required before the above body is ordered.  
All orders are subject to credit approval before order will be placed.  
Please return a signed copy of these spec's with the purchase order.

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Quote #: 9171

Date: 2/3/2025

# Kenworth Trucks & Parts

## Class 5-8 chassis with related equipment

#032824-KTC

Maturity Date: 7/9/2028

Website: [kenworth.com/resources/trucks](https://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



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROCLAMATION 2025-02**

**A PROCLAMATION RECOGNIZING DEPUTY CHIEF SCOTT SMITH, THE  
SOUTH CAROLINA EMERGENCY MANAGEMENT ASSOCIATION'S 2024  
EMERGENCY MANAGEMENT PROFESSIONAL OF THE YEAR**

**WHEREAS**, Scott Smith began working at Oconee County on June 30, 2014; and,

**WHEREAS**, since then, Deputy Chief Smith has served as a Firefighter I & II, Assistant Chief, Training Officer, Radiological Emergency Operations Planner and, currently, Deputy Chief of Emergency Services; and

**WHEREAS**, Deputy Chief Smith has also served in the United States Air Force and Air National Guard; and

**WHEREAS**, utilizing thirty years of fire and emergency services expertise, Deputy Chief Smith coordinates with local, state and federal agencies for emergency situations and is responsible for equipment management, grants, planning, and conducting training exercises; and

**WHEREAS**, Deputy Chief Smith works diligently to ensure safe operations and oversees Oconee County Emergency Services' Special Operations Teams, including HazMat, Dive and Special Rescue; and

**WHEREAS**, Deputy Chief Smith provides peer support for Emergency Services personnel, as well as volunteer fire and rescue squads, and leads the Mental Health / Critical Incident Stress Management Program; and

**WHEREAS**, Deputy Chief Smith's commitment to public service goes above and beyond the call to duty in any situation; and

**WHEREAS**, Deputy Chief Smith was named the South Carolina Emergency Management Association's 2024 Emergency Management Professional of the Year.

**NOW, THEREFORE**, we, the Oconee County Council, do hereby recognize and express our sincere gratitude for Deputy Chief Smith's dedication to protect the health and safety of the citizens of Oconee County and congratulate him on earning the 2024 Emergency Management Professional of the Year Award.

**APPROVED AND ADOPTED** this 4th day of March, 2025.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Matthew Durham, Chairman of County Council  
Oconee County, South Carolina

Attest:

\_\_\_\_\_  
Jennifer C. Adams, Clerk to County Council  
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2025-05**

**AN ORDINANCE TO PROHIBIT THE USE OF COUNTY FUNDS  
FOR DIVERSITY, EQUITY, AND INCLUSION INITIATIVES AND  
TO ENSURE FAIRNESS AND EQUALITY UNDER THE LAW.**

**WHEREAS**, the Oconee County Council (Council) is committed to promoting fiscal responsibility, limited government, and equal opportunities for all residents;

**WHEREAS**, the Council recognizes that the principles of fairness and equality under the law must remain free of preferential treatment based on race, gender, or other characteristics;

**WHEREAS**, the use of public funds for Diversity, Equity, and Inclusion (DEI) initiatives may result in divisive policies that contradict the values of individual merit, responsibility, and equal opportunity;

**WHEREAS**, Oconee County seeks to ensure that all hiring, contracting, and governmental decisions are based solely on merit and qualifications, without consideration of race, gender, or other personal characteristics unrelated to performance or ability; and

**NOW, THEREFORE, BE IT ORDAINED** by the Oconee County Council, in a duly assembled meeting, as follows:

**SECTION 1. PROHIBITION ON FUNDING FOR DEI INITIATIVES**

1. **Definition of DEI Initiatives:** For the purposes of this ordinance, "Diversity, Equity, and Inclusion (DEI) initiatives" are defined as any program, training, policy, or activity that:
  - a. Promotes differential treatment, preferences, or quotas based on race, color, ethnicity, national origin, gender, sexual orientation, or gender identity.
  - b. Seeks to advance concepts of "equity" that promote equality of outcomes rather than equality of opportunity.
  - c. Encourages or requires political or social activism related to race, gender, or similar characteristics as a condition of employment or contracting.
2. **Prohibited Expenditures:** No funds from the Oconee County general budget, special revenue funds, or other sources may be appropriated or expended for DEI initiatives as defined in this ordinance. Programs, processes, agencies, or titles that otherwise meet the definition of DEI initiatives, as stated herein, shall not avoid or circumvent application of this ordinance by way of renaming, reassigning, rebranding, disguising, or otherwise misrepresenting their nature or intent.
3. **Exceptions:** This prohibition does not apply to:
  - a. Compliance with federal or state laws or court orders respecting civil rights or discrimination based on race, color, religion, sex, or national origin.

- b. Programs required to ensure compliance with the Americans with Disabilities Act (ADA) or other non-discrimination statutes.
- c. Compliance with the terms of previously executed grant awards or agreements.
- d. Equal employment opportunity training and practices as mandated by state or federal law for all Americans.
- e. Autonomous actions of duly-elected officials, as protected under state law.<sup>1</sup>

**SECTION 2. MERIT-BASED GOVERNANCE**

- 1. All hiring, promotion, and contracting decisions made by Oconee County shall be based on objective, merit-based criteria, including qualifications, skills, and experience.
- 2. County employees shall not be required to attend mandatory training or participate in activities that promote ideological concepts related to DEI as a condition of employment.

**SECTION 3. REPORTING AND ACCOUNTABILITY**

- 1. The County Administrator shall conduct a review of all existing county-funded programs to ensure compliance with this ordinance.
- 2. The County Administrator shall provide an annual report to the County Council detailing the implementation and enforcement of this ordinance, including any expenditures or programs identified as non-compliant.

**SECTION 4. MISCELLANEOUS**

- 1. Sections 1, 2, and 3, above, shall be codified in the Oconee County Code of Ordinances at Section 2-133, which shall be cross-referenced in Section 2-449.
- 2. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.
- 3. All other terms, provisions, and parts of the Oconee County Code of Ordinances, not supplemented, revised, or amended hereby, directly or by implication, shall remain in full force.
- 4. This ordinance is effective at its approval following a public hearing and third reading.

**ORDAINED** in meeting, duly assembled, this \_\_\_ day of \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_  
 Jennifer C. Adams  
 Clerk to Oconee County Council

\_\_\_\_\_  
 Matthew Durham  
 Chair, Oconee County Council

First Reading: February 04, 2025  
 Second Reading: February 18, 2025  
 Public Hearing: March 04, 2025  
 Third Reading: March 04, 2025

<sup>1</sup> See e.g., S.C. Code §§ 4-9-30(7), 4-9-620, and 4-9-650.

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2025-06**

**AN ORDINANCE AMENDING CHAPTER 26 OF THE  
OCONEE COUNTY CODE OF ORDINANCES WITH  
RESPECT TO THE “PROGRAM TO DESIGNATE OCONEE  
COUNTY’S SCENIC HIGHWAYS.”**

**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 26 of the Code of Ordinances by revising certain provisions of Article III thereof regarding the County’s scenic highway program; and

**WHEREAS**, County Council has therefore determined to modify Article III of Chapter 26 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. Article III of Chapter 26 of the Code of Ordinances, entitled “A Program to Designate Oconee County’s Scenic Highways” 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 26, 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 \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
Matthew Durham  
Chair, Oconee County Council

First Reading: February 18, 2025  
Second Reading: March 4, 2025  
Public Hearing: April 1, 2025  
Third Reading: April 1, 2025

Exhibit A

*[See attached]*

**EXHIBIT B**

*[See attached]*

**ARTICLE III. A PROGRAM TO DESIGNATE OCONEE COUNTY'S SCENIC HIGHWAYS;  
ESTABLISHED**

**Sec. 26-151. Oconee County scenic highways.**

Highways located within Oconee County, South Carolina and found to be of special value to the citizens may be designated as scenic highways pursuant to the rules, regulations, and criteria set forth below.

(Ord. No. 2017-22, § 1(Exh. A), 9-19-2017)

**Sec. 26-152. Definitions.**

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

*Highway* means all those roads, streets and highways within the federal, state or Oconee County highway system.

*Intrinsic qualities* means those significant tangible and intangible resources found within a scenic corridor that are known to be distinct within the region. "Intrinsic qualities" include:

- (1) *Scenic*: The composition of features that are regionally representative, associative or inspirational. These features are memorable, distinct, visually impressive, and continuous across the view.
- (2) *Historic*: Landscapes and structures that educate and stir an appreciation for the legacy of Oconee County's past.
- (3) *Cultural*: Activities or objects that represent unique and distinctive expressions of community life, customs or traditional ways and identify a place, region or culture.
- (4) *Recreational*: Passive and active leisure activities directly dependent on the scenic qualities of the area and usually associated with outdoor recreation as we seek to refresh and renew our spirits.
- (5) *Natural*: Relatively undisturbed and visually pleasing natural areas and/or ecologically sensitive landscapes representing natural occurrences including landforms, water, vegetation and wildlife characteristics.
- (6) *Archaeological*: Sites, artifacts or structures recognized by the scientific or academic communities as being representative of past human life and activities.

*Scenic highway* means a highway or segment of a highway receiving a designation as such pursuant to the provisions contained in this article and based on it deserving such recognition due to scenic vistas, cultural or historical significance, or other criteria specified by county council. All scenic highways shall be divided into two route categories:

- (1) Highways with limited development visible from the highway, yet still retaining special characteristics worthy of preservation, shall be designated a category I scenic highway.
- (2) Highways with little or no development visible from the highway lying outside primary growth areas, shall be designated a category II scenic highway.



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### **Sec. 26-153. Designation process.**

- (a) Applications shall be submitted in writing to the planning department by a sponsoring organization (see section 25-154(B)), or by a property owner or group of property owners whose property is contiguous to the proposed scenic highway. Applications shall contain the contact information of person designated by the submitting group as the primary contact for purposes of the designation process and subsequent regulatory and related activities if the proposed highway receives the scenic designation.
- (b) All persons or entities owning property that is contiguous to the right-of-way of the proposed scenic highway must sign the application for designation as a scenic highway.
- (c) Upon receipt of an application for the designation of a highway as a scenic highway, the planning director, or their designee, shall forward the application to the staff liaison for the planning commission, who shall then place review of the application on the next appropriate planning commission agenda for consideration.

Notice of the date, time, and nature of the planning commission's meeting to consider the application for designation as a scenic highway shall be published in a newspaper of general circulation in the county at least fifteen (15) days prior to the meeting. Additionally, signs measuring at least nine (9) square feet and noting that consideration of an application for designation of the subject highway as a scenic highway, and containing contact information for the planning commission's staff liaison, shall be posted at the beginning and end of the proposed scenic highway and at increments of no less than one mile along the length of the proposed scenic highway. These signs shall remain in place until county council takes final action on the application, as provided for herein.

- (d) The planning commission shall review applications for compliance with the criteria for designating a scenic highway established in this article (see section 26-156, appendix B). Upon completion of the review, the planning commission shall by vote determine a recommendation regarding the designation of the subject highway. The planning commission's recommendation shall be forwarded to county council. In the event county council determines the proposed highway merits designation as a scenic highway, it shall so indicate its decision by ordinance. Prior to enactment of such ordinance, county council shall hold a public hearing on the question of the proposed scenic highway designation. Notice of the public hearing shall be published in a newspaper of general circulation in the county at least fifteen (15) days prior to the subject meeting, and written notice containing all pertinent information related to the public hearing shall be sent by first class mail to the owner of each parcel that is contiguous to the proposed scenic highway at least fifteen (15) days prior to the hearing. For the purposes of this section, the name and address of the owner of the parcel shall be as listed on the tax records maintained by the county tax assessor.
- (e) Any highway proposed for designation as a scenic highway that is rejected for designation by county council, may not be proposed again for a period of one year from the date of publication of the decision.

### **Sec. 26-154. Regulations.**

- (a) It shall be unlawful for any person other than the owner, owner's agent, or other individual with the full knowledge and consent of the owner of a property situated along the right-of-way of a designated and properly identified scenic highway to dig, pull up, gather, remove, cut, maim, break, or injure in any way a public or private property, to include any injury done by fires intentionally set, and to include any injury done to any wild, cultivated, or ornamental plants, shrubs, and trees. These provisions shall not apply where the acts hereby prohibited are done by or under the instructions of county or state authorities lawfully in charge of such public roads, highways or lands, or by a utility in the lawful pursuit of installation or maintenance of their facilities. Violation of this provision of this article shall be punishable by a fine not to exceed \$500.00.
- (b) The sponsoring organization or property owner(s) submitting an application to the county for designation of a highway as a scenic highway shall be responsible for the removal of trash along the portion of the highway so designated as a scenic highway no fewer than three times each year. Permits and/or required notifications

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related to any and all activities inside a right-of-way shall be the responsibility of the sponsoring organization or property owner(s). Any individual taking part in trash removal duties, or any other activities related to the standards of this article, shall comply with any and all standards and practices utilized by the entity responsible for maintenance of the highway.

- (c) A member of the county staff shall be designated by the county administrator to review the status of all county designated scenic highways every two years, or more frequently if deemed necessary by the county administrator or the designated staff member. In the event it is determined that a route fails to meet the criteria established in this article, a report shall be made to the planning commission, which shall notify the sponsoring organization or property owner(s) of the nature of the failure(s) and provide a forty-five (45) day period for corrective action. The Planning Commission shall thereafter recommend a course of action to county council if necessary. Such recommendations may include, but are not limited to, reclassification to a lower category and/or redesignation.
- (d) Regulations contained in this section shall apply equally to both category I and category II scenic highways; however, category II scenic highways shall receive preference in the pursuit of funding to be utilized in maintaining and enhancing the intrinsic values leading to their designation.
- (e) A determination of this issue must be made within six months of the county receiving an application.

**Sec. 26-155. Appendix A.**

A scenic highway corridor management plan shall include the following components:

- (1) A detailed description of the section of the highway to be designated, including two or more of the intrinsic qualities as defined in this article; a specification as to how the highway in question fits the criteria; an identification of any problem areas that may impact the scenic highway designation.
- (2) A marked map clearly indicating the section of the highway the applicant is proposing for designation.
- (3) Photographs or videos of areas which the applicant considers to be of intrinsic value or significance.
- (4) Letters of support from citizens, businesses, civic groups, and other organizations.
- (5) A maintenance plan outlining proposed litter collection activities.
- (6) Any additional proposed actions intended to enhance and maintain the highway if designated a scenic highway.

**Sec. 26-156. Appendix B.**

Criteria for designating a highway as a scenic highway.

- (a) The planning commission shall consider the following in determining whether a highway should be designated as a scenic highway.
  - (1) Intrinsic qualities (as defined by this article).
  - (2) Additional amenities and support (such as but not limited to):
    - a. Hospitality features.
    - b. Length of route.
    - c. General support for proposed route.
    - d. Financial commitment.
    - e. Role in regional/statewide strategy.

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- f. Protective easements, zoning overlays, or other land use restrictions.
- (3) Features negatively impacting the scenic qualities of the highway, (such as but not limited to):
- a. Junkyards/litter.
  - b. Dilapidated/unattractive structures.
  - c. Excessive advertising.
  - d. Heavy traffic uses.
  - e. Mining/lumbering scars.
  - f. Heavy industry.
  - g. Parallel and visible utilities along highway.
  - h. Landfills/other pollutants visible from route.
- (4) Feasibility of maintenance plan and responsibilities.

**ARTICLE III. A PROGRAM TO DESIGNATE OCONEE COUNTY'S SCENIC HIGHWAYS;  
ESTABLISHED**

**Sec. 26-151. Oconee County scenic highways.**

Highways located within Oconee County, South Carolina and found to be of special value to the citizens may be designated as scenic highways pursuant to the rules, regulations, and criteria set forth below.

(Ord. No. 2017-22, § 1(Exh. A), 9-19-2017)

**Sec. 26-152. Definitions.**

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

*Highway* means all those roads, streets and highways within the federal, state or Oconee County highway system.

*Intrinsic qualities* means those significant tangible and intangible resources found within a scenic corridor that are known to be distinct within the region. "Intrinsic qualities" include:

- (1) *Scenic*: The composition of features that are regionally representative, associative or inspirational. These features are memorable, distinct, visually impressive, and continuous across the view.
- (2) *Historic*: Landscapes and structures that educate and stir an appreciation for the legacy of Oconee County's past.
- (3) *Cultural*: Activities or objects that represent unique and distinctive expressions of community life, customs or traditional ways and identify a place, region or culture.
- (4) *Recreational*: Passive and active leisure activities directly dependent on the scenic qualities of the area and usually associated with outdoor recreation as we seek to refresh and renew our spirits.
- (5) *Natural*: Relatively undisturbed and visually pleasing natural areas and/or ecologically sensitive landscapes representing natural occurrences including landforms, water, vegetation and wildlife characteristics.
- (6) *Archaeological*: Sites, artifacts or structures recognized by the scientific or academic communities as being representative of past human life and activities.

*Scenic highway* means a highway or segment of a highway receiving a designation as such pursuant to the provisions contained in this article and based on it deserving such recognition due to scenic vistas, cultural or historical significance, or other criteria specified by county council. All scenic highways shall be divided into two route categories:

- (1) Highways with limited development visible from the highway, yet still retaining special characteristics worthy of preservation, shall be designated a category I scenic highway.
- (2) Highways with little or no development visible from the highway lying outside primary growth areas, shall be designated a category II scenic highway.

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### Sec. 26-153. Designation process.

- (a) Applications shall be submitted in writing to the planning department by a sponsoring organization agency (see section 25-154(B)), or by a property owner or group of property owners whose property is contiguous to the proposed scenic highway. Applications shall contain the contact information of person designated by the submitting group as the primary contact for purposes of the designation process and subsequent regulatory and related activities if the proposed highway receives the scenic designation.
- (b) All persons or entities owning property that is contiguous to the right-of-way of the proposed scenic highway must sign the application for designation as a scenic highway.
- (c) Upon receipt of an application for the designation of a highway as a scenic highway, the planning director, or their designee, shall forward the application to the staff liaison for the planning commission, who shall then place review of the application on the next appropriate planning commission agenda for consideration.  
Notice of the date, time, and nature of the planning commission's meeting to consider the application for designation as a scenic highway shall be published in a newspaper of general circulation in the county at least fifteen (15) days prior to the meeting. Additionally, signs measuring at least nine (9) square feet and noting that consideration of an application for designation of the subject highway as a scenic highway, and containing contact information for the planning commission's staff liaison, shall be posted at the beginning and end of the proposed scenic highway and at increments of no less than one mile along the length of the proposed scenic highway. These signs shall remain in place until county council takes final action on the application, as provided for herein.
- (d) The planning commission shall review applications for compliance with the criteria for designating a scenic highway established in this article (see section 26-156, appendix B). Upon completion of the review, the planning commission shall by vote determine a recommendation regarding the designation of the subject highway. The planning commission's recommendation shall be forwarded to county council. In the event county council determines the proposed highway merits designation as a scenic highway, it shall so indicate its decision by ordinance. Prior to enactment of such ordinance, county council shall hold a public hearing on the question of the proposed scenic highway designation. Notice of the public hearing shall be published in a newspaper of general circulation in the county at least fifteen (15) days prior to the subject meeting, and written notice containing all pertinent information related to the public hearing shall be sent by first class mail to the owner of each parcel that is contiguous to the proposed scenic highway at least fifteen (15) days prior to the hearing. For the purposes of this section, the name and address of the owner of the parcel shall be as listed on the tax records maintained by the county tax assessor.
- (~~ed~~) Any highway proposed for designation as a scenic highway that is rejected for designation by county council, may not be proposed again for a period of one year from the date of publication of the decision.

### Sec. 26-154. Regulations.

- (a) It shall be unlawful for any person other than the owner, owner's agent, or other individual with the full knowledge and consent of the owner of a property situated along the right-of-way of a designated and properly identified scenic highway to dig, pull up, gather, remove, cut, maim, break, or injure in any way a public or private property, to include any injury done by fires intentionally set, and to include any injury done to any wild, cultivated, or ornamental plants, shrubs, and trees. These provisions shall not apply where the acts hereby prohibited are done by or under the instructions of county or state authorities lawfully in charge of such public roads, highways or lands, or by a utility in the lawful pursuit of installation or maintenance of their facilities. Violation of this provision of this article shall be punishable by a fine not to exceed \$500.00.
  - (b) The sponsoring organization or property owner(s) group submitting an application to the county for designation of a highway as a scenic highway shall be responsible for the removal of trash along the portion
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of the highway so designated as a scenic highway no fewer than three times each year. Permits and/or required notifications related to any and all activities inside a right-of-way shall be the responsibility of the sponsoring organization or property owner(s) group. Any individual taking part in trash removal duties, or any other activities related to the standards of this article, shall comply with any and all standards and practices utilized by the entity responsible for maintenance of the highway.

- (c) A member of the county staff shall be designated by the county administrator to review the status of all county designated scenic highways every two years, or more frequently if deemed necessary by the county administrator or the designated staff member. In the event it is determined that a route fails to meet the criteria established in this article, a report shall be made to the planning commission, which shall notify the sponsoring organization or property owner(s) of the nature of the failure(s) and provide a forty-five (45) day period for corrective action. The Planning Commission shall thereafter recommend a course of action to county council if necessary. Such recommendations may include, but are not limited to, reclassification to a lower category and/or redesignation.
- (d) Regulations contained in this section shall apply equally to both category I and category II scenic highways; however, category II scenic highways shall receive preference in the pursuit of funding to be utilized in maintaining and enhancing the intrinsic values leading to their designation.
- (e) ~~All county rules and regulations concerning scenic highways shall apply immediately to a nominated highway until a determination is made as to whether or not the highway shall be designated a scenic highway.~~ A determination of this issue must be made within six months of the county receiving an application.

### **Sec. 26-155. Appendix A.**

A scenic highway corridor management plan shall include the following components:

- (1) A detailed description of the section of the highway to be designated, including two or more of the intrinsic qualities as defined in this article; a specification as to how the highway in question fits the criteria; an identification of any problem areas that may impact the scenic highway designation.
- (2) A marked map clearly indicating the section of the highway the applicant is proposing for designation.
- (3) Photographs or videos of areas which the applicant considers to be of intrinsic value or significance.
- (4) Letters of support from citizens, businesses, civic groups, and other organizations.
- (5) A maintenance plan outlining proposed litter collection activities.
- (6) Any additional proposed actions intended to enhance and maintain the highway if ~~awarded~~ awarded designated a scenic highway.

### **Sec. 26-156. Appendix B.**

Criteria for designating a highway as a scenic highway.

- (a) The planning commission shall consider the following in determining whether a highway should be designated as a scenic highway.
  - (1) Intrinsic qualities (as defined by this article).
  - (2) Additional amenities and support (such as but not limited to):
    - a. Hospitality features.
    - b. Length of route.
    - c. General support for proposed route.

- 
- d. Financial commitment.
  - e. Role in regional/statewide strategy.
  - f. Protective easements, zoning overlays, or other land use restrictions.
- (3) Features negatively impacting the scenic qualities of the highway, (such as but not limited to):
- a. Junkyards/litter.
  - b. Dilapidated/unattractive structures.
  - c. Excessive advertising.
  - d. Heavy traffic uses.
  - e. Mining/lumbering scars.
  - f. Heavy industry.
  - g. Parallel and visible utilities along highway.
  - h. Landfills/other pollutants visible from route.
- (4) Feasibility of maintenance plan and responsibilities.

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
RESOLUTION 2025-01**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN OCONEE COUNTY AND THE TOWN OF WEST UNION FOR THE PROVISION OF A COUNTY MAGISTRATE TO ACT AS A MUNICIPAL JUDGE FOR THE TOWN OF WEST UNION; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the “County”), is a body politic and corporate and a political subdivision of the State of South Carolina;

**WHEREAS**, the Town of West Union (the “Town”) has established a municipal court, which is part of the South Carolina Unified Judicial System, to hear and determine all cases within its jurisdiction;

**WHEREAS**, pursuant to § 14-25-25 of the South Carolina Code of Laws (the “Act”) a municipality may, after establishing a municipal court by ordinance, contract with a county governing authority for the services of a magistrate to serve as its municipal judge and may designate such magistrate as its municipal judge;

**WHEREAS**, the County and the Town entered into an Intergovernmental Agreement, dated August 13, 2010 (the “2010 Agreement”), whereby the County agreed to provide, and the Town agreed to pay for, the services of a county magistrate to act as a municipal judge to hear and determine all cases under the Town’s jurisdiction; the 2010 Agreement was amended by way of a 2016 Intergovernmental Agreement, dated December 7, 2016; a copy of the 2010 Agreement and the 2016 Agreement are attached hereto as Exhibit A and incorporated herein by reference;

**WHEREAS**, it remains impracticable for some municipalities, including the Town, to continue to operate municipal courts on an efficient, economical basis; and,

**WHEREAS**, the Town acknowledges that the Oconee County Magistrate’s Office (“County Magistrate’s Office”) continues to have the capability to provide the Town with a county magistrate to act as a municipal judge to hear and determine all cases under the Town’s jurisdiction, thereby providing this vital service to the citizens of the Town on an uninterrupted basis with maximum cost efficiency;

**WHEREAS**, the Town desires to increase its compensation to the County for providing the Town with a county magistrate to act as a municipal judge, and thus the Town has formally requested that the 2010 Agreement, as modified by the 2016 Agreement, be amended so that the County Magistrate’s Office may make a county magistrate available to be designated by the Town as a municipal judge with an increase in the county magistrate’s compensation;

**WHEREAS**, the County and the County Magistrate’s Office continue to be willing to provide the Town with a county magistrate, to act as a municipal judge to hear and determine all cases under the Town’s jurisdiction in return for compensation from the Town;

**WHEREAS**, the County and the Town recognize that such an arrangement continues to efficiently serve the taxpayers of both governmental entities;

**WHEREAS**, on December 2, 1982, the Chief Justice of the South Carolina Supreme Court



issued an Order (the “Order”), authorizing the Chief Magistrate of Oconee County to assign any county magistrate as the municipal judge for the Town;

**WHEREAS**, through the authority granted by the Act, and in accordance with the Order, the Town and the County desire to enter into an amended intergovernmental agreement (the “Agreement”) in the form attached hereto as Exhibit “B” and incorporated herein by reference;

**WHEREAS**, pursuant to the Agreement, Oconee County intends to continue to pay the assigned magistrate additional and clearly separable compensation solely for additional duties as a municipal judge for the Town, over and above and not as a part of the compensation received by such assigned magistrate for his or her duties as magistrate pursuant to § 22-8-40 of the South Carolina Code of Laws, only if the assigned magistrate signs a document acknowledging that the compensation is separable and solely for such additional duties as municipal judge.

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

1. Oconee County, acting by and through the Oconee County Council, hereby approves the Agreement.
2. The Oconee County Administrator is authorized to execute and deliver the Agreement, in substantially the same form as attached hereto, on behalf of Oconee County and may take all other steps and actions as are necessary or appropriate to enter into and enforce the Agreement.
3. The Oconee County Administrator shall ensure that any payments made to the assigned magistrate pursuant to or as a result of the Agreement are additional and clearly separable compensation solely for such additional duties as a municipal judge for the Town, over and above, and not as a part of the compensation received by such assigned magistrate for his or her duties as county magistrate pursuant to § 22-8-40 of the South Carolina Code of Laws, and the Oconee County Administrator shall ensure that before any payment is made, the assigned magistrate signs a document acknowledging that the compensation is separable and solely for such additional duties as municipal judge and will last only so long as the assigned magistrate is performing such duties.
4. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
5. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

RESOLVED in meeting, duly assembled, this \_\_\_\_ of \_\_\_\_\_, 2025.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Matthew Durham  
Chair, Oconee County Council

ATTEST:

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

Exhibit A

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 13 day, of August, 2010, by and between Oconee County, South Carolina (the "County"), and the Town of West Union, South Carolina, (the "Town").

WHEREAS, the Town has established a municipal court, which is part of the South Carolina unified judicial system, to hear and determine all cases within its jurisdiction; and,

WHEREAS, pursuant to §14-25-25 of the South Carolina Code of Laws, 1976, as amended (the "Act"), a municipality may, after establishing a municipal court by ordinance, contract with a county governing authority for the services of a magistrate to serve as its municipal judge and may designate such magistrate as its municipal judge; and,

WHEREAS, significant changes in South Carolina laws have made it unfeasible for some municipalities to continue to operate municipal courts on an efficient, economical basis; and,

WHEREAS, the Town acknowledges that the Oconee County Magistrate's Office ("County Magistrate's Office") has the capability to provide the Town with a County magistrate, to act as a municipal judge to hear and determine all cases under the Town's jurisdiction thereby providing this vital service to the citizens of West Union on an uninterrupted basis with maximum cost efficiency; and,

WHEREAS, the Town is willing to compensate the County Magistrate's Office for providing the Town with a County magistrate, to act as a municipal judge and the Mayor and Town Council of the Town have formally requested a contractual arrangement with the County so that the County Magistrate's Office is authorized to make a magistrate available to provide the service required by the Town and be designated by the Town as a municipal judge; and,

WHEREAS, the County and the County Magistrate's Office are willing to provide the Town with a County magistrate, to act as a municipal judge to hear and determine all cases under the Town's jurisdiction in return for compensation from the Town; and,

WHEREAS, the County and the Town recognize that such an arrangement would efficiently serve the taxpayers of both governmental entities; and,

WHEREAS, on December 2, 1982, the Chief Justice of the South Carolina Supreme Court issued an Order (the "Order"), attached as Exhibit A, and incorporated by this reference, authorizing the Chief Magistrate of the County to assign any magistrate of the County as the municipal judge for the Town; and,

WHEREAS, through the authority granted by the Act, and in accordance with the Order, the Town and the County desire to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Town and the County agree as follows:

1. **Services Provided By County and County Magistrate's Office:**

- a. The County agrees to authorize the County Magistrate's Office to provide judicial services and perform judicial duties for the Town by assigning a magistrate by and through a request made to the Chief Justice of the South Carolina Supreme Court, pursuant to the Chief Justice's powers as administrative head of the unified judicial system, to act as the municipal judge for the Town, in addition to the assigned

magistrate's normal duties as a magistrate for the County. The County will pay the assigned magistrate additional, clearly separable compensation solely for such additional duties as Municipal Judge, over and above, and not as a part of the compensation received by such assigned magistrate for his or her duties as magistrate pursuant to §22-8-40 of the South Carolina Code of Laws, 1976, as amended, and the assigned magistrate will sign a document acknowledging that the compensation is separable and solely for such additional duties as Municipal Judge.

- b. The assigned magistrate will:
  - i. Hold Court at least once a month; and,
  - ii. Conduct jury and bench trials for the Town on an as needed basis. All trials will be scheduled by the County Magistrate's Office; and,
  - iii. Issue arrest warrants and search warrants on a prompt and reasonable basis and based upon appropriate standards, hold bond hearings and preliminary hearings, and be responsible for all other judicial duties as required by law; and,
  - iv. Be on call, but only within the hours prescribed for the conduct of his or her duties for the Town and not as an extension of his or her County hours, it being understood and agreed by all parties hereto that the assigned magistrate's duties as municipal judge are in addition to, separate, and apart from his or her duties as a magistrate for the County for purposes of pay and determination as a full-time or part-time magistrate for the County.
  - v. Should the regular duties of the assigned magistrate conflict with providing services to the Town, the assigned magistrate will always handle any duties in connection with the County Magistrate's Office first.

**2. Reimbursement for Municipal Judge and Responsibilities of Town:**

- a. The Town shall reimburse the County **\$400.00 (Four Hundred Dollars)** per month, in advance, on or before the 1<sup>st</sup> day of each month on and after the effective date of this Agreement, which will be the amount of additional compensation paid to the assigned magistrate by the County, solely for his or her additional duties as the municipal judge.
- b. The Town further agrees to:
  - i. Reimburse the County the sum of **\$25.00 (Twenty-Five Dollars)** per month, in advance, on or before the 1<sup>st</sup> day of each month on or after the effective date of this Agreement, for office supplies and postage needed for summoning of jurors, keeping of docket records and forwarding various notices to defendants, attorneys and to the South Carolina Court Administration ("Court Administration");
  - ii. Reimburse the County for the actual juror costs incurred by the County for jury trials conducted on behalf of the Town, on or before the thirtieth (30<sup>th</sup>) day after receiving an invoice from the County that details the actual costs incurred by the County; and,

- iii. Designate the assigned magistrate as the Town's municipal judge for purposes of this Agreement.
  - c. The Town acknowledges and understands that the assigned magistrate will still have his or her regular duties in connection with the County Magistrate's Office, for which the assigned magistrate will receive his or her usual County pay pursuant to §22-8-40 of the South Carolina Code of Laws, 1976, as amended.
  - d. The Town acknowledges that, in the sole discretion of the Chief Magistrate of the County, all activities of the assigned magistrate and the assigned clerk of court pursuant to this Agreement may be conducted outside of the city limits of the Town of West Union, and specifically, that such activities may be conducted at the office of the assigned magistrate and the assigned clerk of court.
3. **Term of Agreement:** The term of this Agreement will commence on 9/1/10, and shall thereafter be renewed automatically on a monthly basis.

4. **Termination of Agreement:** Either party may terminate this Agreement with thirty (30) days written notice of termination. This Agreement is always subject to appropriation of funds. In the event of non-appropriation by either party, this Agreement will be deemed terminated ninety (90) days following such non-appropriation.

5. **Notice to the County and the Town:** Unless otherwise specifically provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party to this Agreement shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

County:	Administrator Oconee County 415 South Pine Street Walhalla, SC 29691	(with copy to):	Chief Magistrate, Oconee County 207-A E.N. 1 <sup>st</sup> Street Seneca, SC 29678
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Town: Town of West Union  
1442 W. Main St.  
West Union, SC

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

6. **Breach of Agreement:** Failure of either party to perform any of its covenants or conditions under the Agreement is a breach of the Agreement, and, in the event of breach, the non-breaching party will have the right to any legal remedy provided under the laws of the State of South Carolina.

7. **Unavoidable Delay - Force Majeure:** If either party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or

other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act will be excused for the period of the delay; and the period for the performance of any such act will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse the Town from the prompt payment of any fee or other charge required of the Town except as may be expressly provided elsewhere in this Agreement.

8. **Inconsistent Terms:** To the extent that any provisions of the Town's or the County's ordinances are inconsistent with the terms of the Agreement, the Town or the County will waive said ordinance provisions and said provisions will not apply to the Town or County for purposes of this agreement, its terms and provisions, application and implementation. The Agreement shall be approved by ordinances enacted by the Town and the County, in order to constitute binding legal authority of each.

9. **Severability of Agreement:** In the event any portion of this Agreement is declared invalid or unenforceable, the remaining portions hereof shall remain in full force and effect.

10. **Waivers and Amendments to Agreement:** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

11. **No Waiver of Breach:** No failure by either the County or Town to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

12. **Captions:** Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

13. **Controlling Law:** This Agreement shall be construed and enforced under the laws of the State of South Carolina.

OCONEE COUNTY

BY:   
IFS: Administrator

DATE: 9/22/10

TOWN OF WEST UNION

BY:   
IFS: Mayor

DATE: 8-19-10

CHIEF ADMINISTRATIVE JUDGE

BY:   
DATE: 8/13/10

Exhibit A

The Supreme Court of South Carolina

ORDER

I find that the governing body of Oconee County has entered into an agreement with the municipality of West Union to permit a magistrate to preside over the West Union municipal court.

Pursuant to the powers vested in the Chief Justice by Section 4, Article V of the South Carolina Constitution,

IT IS ORDERED that, commencing December 1, 1982, any magistrate in Oconee County may be assigned to service as the municipal judge for the municipality of West Union. Assignment of magistrates to such service shall be made by the Chief Judge for Administrative Purposes for Oconee County.

The magistrate assigned to serve as municipal judge shall retain the powers, duties and jurisdiction conferred upon magistrates. The magistrate shall not be compensated for his service by the municipality.

IT IS FURTHER ORDERED that the magistrate who is assigned to a municipal court shall be held responsible for the maintenance of separate and distinct records for both the magisterial court and the municipal court.

ROD

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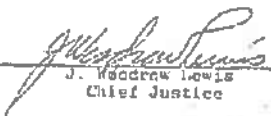
EXHIBIT A

The Supreme Court of South Carolina

All reports, such as the monthly summary reports required by Order of the Chief Justice, dated June 26, 1960, shall be filed separately. All record-keeping, including docket books, arrest warrant books, checking accounts and receipt books, as well as all supplies of forms, shall be maintained separately.

The foregoing assignment shall remain in full force and effect until amended or revoked by order of the Chief Justice.

RECEIVED  
CLERK OF SUPREME COURT  
JAN 10 1963

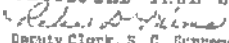
  
J. Woodrow Lewis  
Chief Justice

December 2, 1962  
Darlington, South Carolina

We consent.

  
Norman D. Craige, Chairman  
Georgetown Council

  
Larry A. Hurdon, Mayor  
Town of West Union

<sup>3</sup>  
JERIFIED TRUE COPY.  
  
Deputy Clerk, S. C. Supreme Court



ACKNOWLEDGEMENT

THIS ACKNOWLEDGEMENT (the "Acknowledgement") is made this 15 day, of September, 2010, by WF DERRICK.

WHEREAS, the Town of West Union (the "Town") has entered into an intergovernmental agreement with the County (the "Intergovernmental Agreement"), attached as Exhibit A (herein incorporated by reference), so that the County Magistrate's Office may make one or more Oconee County magistrates available to act, as an additional and separate legal function, as a municipal judge for the Town, to hear and determine all cases under the Town's jurisdiction in return for compensation from the Town; and,

WHEREAS, this Acknowledgement is intended to fulfill the requirement set forth in Section 1 of the Intergovernmental Agreement.

NOW THEREFORE, at all times that I serve as the municipal judge for the Town, I freely and willingly acknowledge as follows:

1. **Compensation Separable:**

My duties as municipal judge for the Town are in addition to, separate, and apart from my duties as a magistrate for the County for purposes of pay and determination as to whether I am a full-time or part-time magistrate for the County. Any payment made by the County to me for judicial services provided to the Town is additional and separable compensation, given solely for additional duties and services provided by me as municipal judge for the Town. Such compensation is over and above, and not as a part of any compensation received by me for my duties as magistrate for the County pursuant to §22-8-40 of the South Carolina Code of Laws, 1976, as amended.

2. **Duties as Municipal Judge:**

Should my regular duties as a Magistrate for the County conflict with providing services to the Town, I acknowledge that I will handle any duties in connection with the County Magistrate's Office first. The responsibilities of the municipal judge for the Town as set forth in the Intergovernmental Agreement are as follows:

- a. Hold Court at least once a month; and,
- b. Conduct jury and bench trials for the Town on an as needed basis. All trials will be scheduled by the County Magistrate's Office; and,
- c. Issue arrest warrants and search warrants on a prompt and reasonable basis and based upon appropriate standards, hold bond hearings and preliminary hearings, and be responsible for all other judicial duties as required by law; and,
- d. Be on call, but only within the hours prescribed for the conduct of my duties for the Town and not as an extension of my County hours or duties.

Will F. Derrick

WILL F. DERRICK

Print Name

DATE: 9/15/10

~~EXHIBIT B~~

**AMENDED INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 7<sup>th</sup> day of December, 2016 by and between Oconee County, South Carolina (the "County") and the Town of West Union, South Carolina (the "Town").

**WHEREAS**, the County is a body politic and corporate and a political subdivision of the State of South Carolina; and,

**WHEREAS**, the Town has established a municipal court, which is part of the South Carolina Unified Judicial System, to hear and determine all cases within its jurisdiction; and,

**WHEREAS**, pursuant to § 14-25-25 of the South Carolina Code of Laws, 1976, as amended (the "Act"), a municipality may, after establishing a municipal court by ordinance, contract with a county governing authority for the services of a magistrate to serve as its municipal judge and may designate such magistrate as its municipal judge; and,

**WHEREAS**, the County and the Town entered into an Intergovernmental Agreement, dated August 13, 2010, whereby the County agreed to provide, and the Town agreed to pay for, the services of a county magistrate to act as a municipal judge to hear and determine all cases under the Town's jurisdiction (the "2010 Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and,

**WHEREAS**, it remains impracticable for some municipalities, including the Town, to continue to operate municipal courts on an efficient, economical basis; and,

**WHEREAS**, the Town acknowledges that the Oconee County's Magistrate's Office ("County Magistrate's Office") continues to have the capability to provide the Town with a county magistrate to act as a municipal judge to hear and determine all cases under the Town's jurisdiction, thereby providing this vital service to the citizens of the Town on an uninterrupted basis with maximum cost efficiency; and,

**WHEREAS**, the Town desires to increase its compensation to the County for providing the Town with a county magistrate to act as a municipal judge, and thus the Town has formally requested that the 2010 Agreement be amended so that the County Magistrate's Office may make a county magistrate available to be designated by the Town as a municipal judge with an increase in the county magistrate's compensation and to include compensation for a clerk; and,

**WHEREAS**, the County and the County Magistrate's Office continue to be willing to provide the Town with a county magistrate, to act as a municipal judge to hear and determine all cases under the Town's jurisdiction in return for compensation from the Town; and,

**WHEREAS**, the County and the Town recognize that such an arrangement continues to efficiently serve the taxpayers of both governmental entities; and,

**WHEREAS**, on December 2, 1982, the Chief Justice of the South Carolina Supreme Court issued an Order (the "Order"), authorizing the Chief Magistrate of Oconee County to assign any county magistrate as the municipal judge for the Town; and,

**WHEREAS**, through the authority granted by the Act, and in accordance with the Order, the Town and the County desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the Town and the County agree as follows:

**1. Services Provided By County and County Magistrate's Office:**

- a. The County agrees to authorize the County Magistrate's Office to provide judicial services and perform judicial duties for the Town by assigning a magistrate by and through a request made to the Chief Justice of the South Carolina Supreme Court, pursuant to the Chief Justice's powers as administrative head of the Unified Judicial System, to act as the municipal judge for the Town, in addition to the assigned magistrate's normal duties as a magistrate for the County. The County will pay the assigned magistrate additional and clearly separable compensation solely for such additional duties as Municipal Judge, over and above, and not as a part of the compensation received by such assigned magistrate for his or her duties as county magistrate pursuant to § 22-8-40 of the South Carolina Code of Laws, 1976, as amended, and the assigned magistrate will sign a document acknowledging that the compensation is separable and solely for such additional duties as municipal judge.
- b. The assigned magistrate will:
  - i. Hold court at least once a month;
  - ii. Conduct jury and bench trials for the Town on an as needed basis. All trials will be scheduled by the County Magistrate's Office;
  - iii. Issue arrest warrants and search warrants on a prompt and reasonable basis and based upon appropriate standards, hold bond hearings and preliminary hearings, and be responsible for all other judicial duties as required by law;
  - iv. Be on call, but only within the hours prescribed for the conduct of his or her duties for the Town and not as an extension of his or her County hours, it being understood and agreed by all parties hereto that the assigned magistrate's duties as municipal judge are in addition to, separate, and apart from his or her duties as a magistrate for the County for purposes of pay and determination as a full-time or part-time magistrate for the County; and
  - v. Should the regular duties of the assigned magistrate conflict with providing services to the Town, the assigned magistrate will always handle any duties in connection with the County Magistrate's Office first.

**2. Reimbursement for Municipal Judge and Responsibilities of Town:**

- a. The Town shall reimburse the County Five Hundred and 00/100 (\$500.00) Dollars per month, in advance, on or before the first (1<sup>st</sup>) day of each month on and after the effective date of this Agreement, which will be the amount of additional compensation paid to the assigned magistrate by the County, solely for his or her additional duties as the municipal judge;
- b. The Town further agrees to:
  - i. Reimburse the County the sum of Twenty-Five and 00/100 (\$25.00) Dollars per month, in advance, on or before the first (1<sup>st</sup>) day of each month on or after the effective date of this Agreement, for office supplies and postage needed for the summoning of jurors, keeping of docket records, and forwarding various notices to defendants, attorneys, and the South Carolina Court Administration;

- ii. Pay the sum of One Hundred, Fifty and 00/100 (\$150.00) Dollars per month, in advance, on or before the first (1<sup>st</sup>) day of each month on and after the effective date of this Agreement, for compensation for a clerk to the assigned magistrate;
  - iii. Reimburse the County for the actual juror costs incurred by the County for jury trials conducted on behalf of the Town, on or before the thirtieth (30<sup>th</sup>) day after receiving an invoice from the County that details the actual costs incurred by the County; and,
  - iv. Designate the assigned magistrate as the Town's municipal judge for purposes of this Agreement.
- c. The Town acknowledges and understands that the assigned magistrate will still have his or her regular duties in connection with the County Magistrate's Office, for which the assigned magistrate will receive his or her usual County pay pursuant to § 22-8-40 of the South Carolina Code of Laws, 1976, as amended.
  - d. The Town acknowledges that, in the sole discretion of the Chief Magistrate of the County, all activities of the assigned magistrate pursuant to this Agreement may be conducted outside of the city limits of the Town of West Union, and specifically, that such activities may be conducted at the office of the assigned magistrate.
3. **Term of Agreement:** The term of this Agreement will commence on \_\_\_\_\_ and shall thereafter be renewed automatically on a monthly basis.
4. **Termination of Agreement:** Either party may terminate this Agreement upon thirty (30) days written notice of termination to the other party. This Agreement is always subject to appropriation of funds. In the event of non-appropriation by either party, this Agreement will be deemed terminated ninety (90) days following such non-appropriation.
5. **Notice to the County and the Town:** Unless otherwise specifically provided for in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party to this Agreement shall be in writing and shall be deemed duly served, given, delivered, and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

County: Oconee County Administrator  
415 South Pine Street  
Walhalla, SC 29691

With a copy to

Oconee County Chief Magistrate  
207-A E. North 1<sup>st</sup> Street  
Seneca, SC 29678

Town: Town of West Union

Office of the Mayor  
1442 W. Main Street  
West Union, SC 29696

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in this paragraph.

6. **Breach of Agreement:** Failure of either party to perform any of its covenants or conditions under the Agreement is a breach of the Agreement, and, in the event of breach, the non-breaching party will have the right to any legal remedy provided under the laws of the State of South Carolina.
7. **Unavoidable Delay / Force Majeure:** If either party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act will be excused for the period of the delay; and the period for the performance of any such act will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse the Town from the prompt payment of any fee or other charge required of the Town except as may be expressly provided elsewhere in this Agreement.
8. **Inconsistent Terms:** To the extent that any provisions of the Town's or the County's ordinances are inconsistent with the terms of the Agreement, the Town or the County will waive said ordinance provisions, and said provisions will not apply to the Town or County for purposes of this agreement, its terms and provisions, application and implementation. The Agreement shall be approved by resolutions enacted by the Town and the County, in order to constitute binding legal authority of each.
9. **Severability of Agreement:** In the event any portion of this Agreement is declared invalid or unenforceable, the remaining portions hereof shall remain in full force and effect.
10. **Waivers and Amendments to Agreement:** No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.
11. **No Waiver of Breach:** No failure by either the County or Town to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.
12. **Captions:** Captions or headings in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or any of the terms hereof.
13. **Controlling Law:** This Agreement shall be construed and enforced pursuant to the

laws of the State of South Carolina.

Witnesses:

Amanda F. Probst  
Donna S. Spearman

Oconee County

By: [Signature]

Its: Administrator

Witnesses:

Josephine A. Keller  
Sherry Atkinson

Town of West Union

By: [Signature]

Its: Mayor

## EXHIBIT B

### AMENDED INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (“the “Effective Date”) by and between Oconee County, South Carolina (the “County”) and the Town of West Union, South Carolina (the “Town”).

**WHEREAS**, the County is a body politic and corporate and a political subdivision of the State of South Carolina;

**WHEREAS**, the Town has established a municipal court, which is part of the South Carolina Unified Judicial System, to hear and determine all cases within its jurisdiction;

**WHEREAS**, pursuant to § 14-25-25 of the South Carolina Code of Laws (the “Act”), a municipality may, after establishing a municipal court by ordinance, contract with a county governing authority for the services of a magistrate to serve as its municipal judge and may designate such magistrate as its municipal judge;

**WHEREAS**, the County and the Town entered into an Intergovernmental Agreement, dated August 13, 2010 (the “2010 Agreement”), whereby the County agreed to provide, and the Town agreed to pay for, the services of a county magistrate to act as a municipal judge to hear and determine all cases under the Town’s jurisdiction; the 2010 Agreement was amended by way of a 2016 Intergovernmental Agreement, dated December 7, 2016 (“2016 Agreement”); a copy of the 2010 Agreement and the 2016 Agreement (collectively “Prior Agreements”) are attached hereto as Exhibit A and incorporated herein by reference;

**WHEREAS**, it remains impracticable for some municipalities, including the Town, to continue to operate municipal courts on an efficient, economical basis;

**WHEREAS**, the Town acknowledges that the Oconee County Magistrate’s Office (“County Magistrate’s Office”) continues to have the capability to provide the Town with a county magistrate to act as a municipal judge to hear and determine all cases under the Town’s jurisdiction, thereby providing this vital service to the citizens of the Town on an uninterrupted basis with maximum cost efficiency;

**WHEREAS**, the Town desires to increase its compensation to the County for providing the Town with a county magistrate to act as a municipal judge, and thus the Town has formally requested that the Prior Agreements be amended so that the County Magistrate’s Office may make a county magistrate available to be designated by the Town as a municipal judge with an increase in the county magistrate’s compensation;

**WHEREAS**, the County and the County Magistrate’s Office continue to be willing to provide the Town with a county magistrate, to act as a municipal judge to hear and determine all cases under the Town’s jurisdiction in return for compensation from the Town;

**WHEREAS**, the County and the Town recognize that such an arrangement continues to efficiently serve the taxpayers of both governmental entities;



**WHEREAS**, on December 2, 1982, the Chief Justice of the South Carolina Supreme Court issued an Order (the "Order"), authorizing the Chief Magistrate of Oconee County to assign any county magistrate as the municipal judge for the Town; and,

**WHEREAS**, through the authority granted by the Act, and in accordance with the Order, the Town and the County desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the Town and the County agree as follows:

**1. Services Provided By County and County Magistrate's Office:**

- a. The County agrees to authorize the County Magistrate's Office to provide judicial services and perform judicial duties for the Town by assigning a magistrate by and through a request made to the Chief Justice of the South Carolina Supreme Court, pursuant to the Chief Justice's powers as administrative head of the Unified Judicial System, to act as the municipal judge for the Town, in addition to the assigned magistrate's normal duties as a magistrate for the County. The County will pay the assigned magistrate additional and clearly separable compensation solely for such additional duties as Municipal Judge, over and above, and not as a part of the compensation received by such assigned magistrate for his or her duties as county magistrate pursuant to § 22-8-40 of the South Carolina Code of Laws, and the assigned magistrate will sign a document acknowledging that the compensation is separable and solely for such additional duties as municipal judge.
- b. The assigned magistrate will:
  - i. Hold court at least once a month;
  - ii. Conduct jury and bench trials for the Town on an as needed basis. All trials will be scheduled by the County Magistrate's Office;
  - iii. Issue arrest warrants and search warrants on a prompt and reasonable basis and based upon appropriate standards, hold bond hearings and preliminary hearings, and be responsible for all other judicial duties as required by law;
  - iv. Be on call, but only within the hours prescribed for the conduct of his or her duties for the Town and not as an extension of his or her County hours, it being understood and agreed by all parties hereto that the assigned magistrate's duties as municipal judge are in addition to, separate, and apart from his or her duties as a magistrate for the County for purposes of pay and determination as a full-time or part-time magistrate for the County; and
  - v. Should the regular duties of the assigned magistrate conflict with providing services to the Town, the assigned magistrate will always handle any duties in connection with the County Magistrate's Office first.

**2. Reimbursement for Municipal Judge and Responsibilities of Town:**

- a. The Town shall reimburse the County Eight Hundred, Fifty and 00/100 (\$850.00) Dollars per month, in advance, on or before the first (1<sup>st</sup>) day of each month on and after the effective date of this Agreement, which will be the amount of additional compensation paid to the assigned magistrate by the County, solely for his or her additional duties as the municipal judge;
- b. The Town further agrees to:
  - i. Reimburse the County the sum of Twenty-Five and 00/100 (\$25.00) Dollars per month, in advance, on or before the first (1<sup>st</sup>) day of each



- month on or after the effective date of this Agreement, for office supplies and postage needed for the summoning of jurors, keeping of docket records, and forwarding various notices to defendants, attorneys, and the South Carolina Court Administration;
- ii. Pay the sum of Two Hundred and 00/100 (\$200.00) Dollars per month, in advance, on or before the first (1<sup>st</sup>) day of each month on and after the effective date of this Agreement, for compensation for a clerk to the assigned magistrate;
  - iii. Reimburse the County for the actual juror costs incurred by the County for jury trials conducted on behalf of the Town, on or before the thirtieth (30<sup>th</sup>) day after receiving an invoice from the County that details the actual costs incurred by the County; and,
  - iv. Designate the assigned magistrate as the Town's municipal judge for purposes of this Agreement.
- c. The Town acknowledges and understands that the assigned magistrate will still have his or her regular duties in connection with the County Magistrate's Office, for which the assigned magistrate will receive his or her usual County pay pursuant to § 22-8-40 of the South Carolina Code of Laws.
  - d. The Town acknowledges that, in the sole discretion of the Chief Magistrate of the County, all activities of the assigned magistrate pursuant to this Agreement may be conducted outside of the city limits of the Town of West Union, and specifically, that such activities may be conducted at the office of the assigned magistrate.
3. **Term of Agreement:** The term of this Agreement will commence on the Effective Date and shall thereafter be renewed automatically on a monthly basis.
  4. **Termination of Agreement:** Either party may terminate this Agreement upon thirty (30) days written notice of termination to the other party. This Agreement is always subject to appropriation of funds. In the event of non-appropriation by either party, this Agreement will be deemed terminated ninety (90) days following such non-appropriation.
  5. **Notice to the County and the Town:** Unless otherwise specifically provided for in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party to this Agreement shall be in writing and shall be deemed duly served, given, delivered, and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

County:           Oconee County Administrator  
                      415 South Pine Street  
                      Walhalla, SC 29691

With a copy to

Oconee County Chief Magistrate  
208 Booker Drive

Town: Town of West Union  
Office of the Mayor  
1442 W. Main Street  
West Union, SC 29696

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in this paragraph.

6. **Breach of Agreement:** Failure of either party to perform any of its covenants or conditions under the Agreement is a breach of the Agreement, and, in the event of breach, the non-breaching party will have the right to any legal remedy provided under the laws of the State of South Carolina.
7. **Unavoidable Delay / Force Majeure:** If either party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act will be excused for the period of the delay; and the period for the performance of any such act will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse the Town from the prompt payment of any fee or other charge required of the Town except as may be expressly provided elsewhere in this Agreement.
8. **Inconsistent Terms:** To the extent that any provisions of the Town's or the County's ordinances are inconsistent with the terms of the Agreement, the Town or the County will waive said ordinance provisions, and said provisions will not apply to the Town or County for purposes of this agreement, its terms and provisions, application and implementation. The Agreement shall be approved by resolutions enacted by the Town and the County, in order to constitute binding legal authority of each.
9. **Severability of Agreement:** In the event any portion of this Agreement is declared invalid or unenforceable, the remaining portions hereof shall remain in full force and effect.
10. **Waivers and Amendments to Agreement:** No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.
11. **No Waiver of Breach:** No failure by either the County or Town to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.
12. **Captions:** Captions or headings in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or any of the terms hereof.

13. **Controlling Law:** This Agreement shall be construed and enforced pursuant to the laws of the State of South Carolina.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

Oconee County

By: \_\_\_\_\_

Its: \_\_\_\_\_

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

Town of West Union

By: \_\_\_\_\_

Its: \_\_\_\_\_

DRAFT

# THE JOURNAL

## PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE:

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on


**January 11, 2025**

the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch  
General Manager

Subscribed and sworn to before me this  
1/11/2025



Velma J. Nelson  
Notary Public  
State of South Carolina



# IFIED PLACE

864.973.6676



upstatetoday.com



## YARD SALES:

2 Days - \$25.00

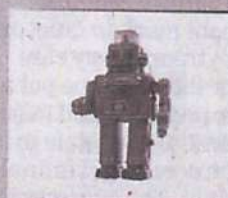
10 Line Limit

Each additional day:

\$5.00

Sell items under \$100

# FREE\*



\*Restrictions apply. Does not include picture.

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on race, color,  
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origin, or inten-

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 Coun-

cil 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

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.

**Yard Sale?**  
Call 864-973-6676  
today to place an ad!



# 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](mailto: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



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.

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)

# THE JOURNAL

## PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: AD30538 Notice of Public Hearing

*BEFORE ME* the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on **February 12, 2025**

*the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.*



Hal Welch  
General Manager

Subscribed and sworn to before me this  
2/12/2025

  
Yelma J. Nelson  
Notary Public  
State of South Carolina  




# F I L E D

# PLACE

## 864.973.6676






## upstatetoday.com

Estate: KENNETH J DEFAZIO  
 Date of Death: 6/17/2024  
 Case Number: 2024ES3700485  
 Personal Representative: HELEN M DEFAZIO  
 Address: 1219 WILD AZALEA POINT SENECA, SC 29672  
 Estate: ELAINE BROWN KEANE  
 Date of Death: 9/6/2024  
 Case Number: 2025ES3700062  
 Personal Representative: JAMES TERENCE KEANE  
 Address: 1632 KEOWEE LAKE-SHORE DRIVE SENECA, SC 29672  
 Attorney, if applicable: PAUL GAIN  
 Address: 135-C EAGLES NEST DRIVE SENECA, SC 29678  
 Estate: AI-TEH ZHANG PERZ  
 Date of Death: 1/16/2025  
 Case Number: 2025ES3700066  
 Personal Representative: EMMA W. MORRIS  
 Address: PO BOX 795 SENECA, SC 29679  
 Estate: JAMES CRAIG HARRIS  
 Date of Death: 1/15/2025  
 Case Number: 2025ES3700068  
 Personal Representative: JEAN CRAIG HARRIS ROBERSON  
 Address: 130 WENTINK RD CENTRAL, SC 29630  
 Estate: WILLIAM KENNETH DERRICK  
 Date of Death: 1/22/2025  
 Case Number: 2025ES3700057  
 Personal Representative: PATRICIA DIANNE OWENS  
 Address: 145 ISLAND RD WESTMINSTER, SC 29693  
 Estate: JEWEL SMITH SWANEY  
 Date of Death: 12/19/2024  
 Case Number: 2025ES3700047  
 Personal Representative: CECELIA S HAMBY  
 Address: 101 STEVE NIX ROAD SENECA, SC 29678  
 Estate: JACK ANTHONY PULEO  
 Date of Death: 11/27/2024  
 Case Number: 2025ES3700067  
 Personal Representative: WALTER JOHN HERBST  
 Address: 34 CROCKER MANSION DRIVE MAHWAH, NJ 07430

**Notice of Public Hearing**  
 There will be a Public Hearing held at 6 p.m. on Tuesday, March 4, 2025 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC for the following:  
**ORDINANCE 2025-05 AN ORDINANCE TO PROHIBIT THE USE OF COUNTY FUNDS FOR DIVERSITY, EQUITY, AND INCLUSION INITIATIVES AND TO ENSURE FAIRNESS AND EQUALITY UNDER THE LAW.**

**CLERK OF COURT  
 NOTICE OF SALE**

same property to Roosevelt Wiley by deed of Marcus L. Wiley and Roosevelt Wiley dated September 8, 2017 and recorded September 13, 2017 in Book 2298 at Page 83; see also that deed conveying the same property to Marcus L. Wiley, reserving a life estate unto Roosevelt Wiley, by deed of Roosevelt Wiley dated April 17, 2018 and recorded April 20, 2018 in Book 2355 at Page 43; all deeds referenced herein recorded in the Office of the Clerk of Court/Registrar of Deeds for Oconee County. TMS No. 520-41-03-005 Property address: 611 E South 6th Street, Seneca, SC 29678  
**TERMS OF SALE:** The successful bidder, other than the Plaintiff, will deposit with the Clerk of Court, at conclusion of the bidding, five percent (5%) of said bid is due and payable immediately upon closing of the bidding, in certified funds or equivalent, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of non-compliance. In the event of a third party bidder and that any third party bidder fails to deliver the required deposit in certified (immediately collectible) funds with the Office of the Clerk of Court, said deposit being due and payable immediately upon closing of the bidding on the day of sale, the Clerk of Court will re-sell the subject property at the most convenient time thereafter (including the day of sale) upon notification to counsel for Plaintiff. Should the last and highest bidder fail or refuse to comply with the balance due of the bid within 30 days, then the Clerk of Court may re-sell the property on the same terms and conditions on some subsequent Sales Day (at the risk of the said highest bidder). No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. Purchaser to pay for documentary stamps on Clerk of Courts Deed. The successful bidder will be required to pay interest on the balance of the bid from the date of sale to date of compliance with the bid at the rate of 4.100% per annum. The Plaintiff may waive any of its rights, including its right to a deficiency judgment.

- 104:QUINNON ISOM.306 S Lawrence Avenue, Seneca, SC 29678  
 o Contents: Shoes, Bags of clothes, Bed frame, Battery Jumper
- 144:JUSTIN LAWLESS. 270 Stone Farm Rd, Westminster, SC 29693  
 o Contents:Tool Boxes, TV's, Guitar Case, Amps.
- 146:CRYSTAL GOODINE. 208 WS 3rd street, Seneca, SC 29678  
 o Contents:Chair, Wedding Dress, Suitcase, Shelves, Camping Chair.
- 196:SCOTT CONQUEST. 223 Magnolia Pl, Seneca, SC 29678  
 o Contents: Boxes, Laundry Basket, Side Table, Mattress and Box Spring, Golf Clubs, Dresser and Wardrobe, Couch, Fan, Furniture Dollys, Spot Cleaner,Bow

**NOMINATION MEETING NOTICE OF THE PIONEER RURAL WATER DISTRICT**

5500 West-Oak Hwy., Westminster, SC  
 Tuesday  
 March 4, 2025 @ 3:00 pm  
 Agenda:  
 Call to Order  
 Concerns of the District  
 Limited: 2 citizens per meeting. for 5 minutes,  
 prior scheduling required  
 Agenda & Non-Agenda Items:  
 Combined both are limited to a total of forty (40) minutes, four (4) minutes per person.  
 Approval of Minutes  
 Nominations for Territory Seat 3  
 (The portion of the District located west of Highway 59 and south of Spearman Road.)  
 Financial Report/System Report  
 Old Business  
 New Business  
 Adjourn

**Notice of Self Storage Sale**  
 Please take notice Midgard Self Storage - Anderson 3215 N Highway 81 Anderson SC 29621 intends to hold an Auction of storage units in default of payment. The sale will occur as an Online Auction via [www.storageauctions.com](http://www.storageauctions.com) on 2/21/2025 at 1:00 PM. This sale is pursuant to the assertion of lien for rental at the self-storage facility. Unless stated otherwise the description of the contents are household goods, furnishings and garage essentials. Tomeca Ware; Rosemarie Cobb. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.  
 JO 1098-146 (3/12) S.B.Z. senia





# PUBLIC HEARING SIGN IN SHEET

## Oconee County Council Meeting

March 04, 2025 ~ 6:00 p.m.

**ORDINANCE 2025-05** AN ORDINANCE TO PROHIBIT THE USE OF COUNTY FUNDS FOR DIVERSITY, EQUITY, AND INCLUSION INITIATIVES AND TO ENSURE FAIRNESS AND EQUALITY UNDER THE LAW.

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.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

**PRINT** Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	ORD 2025-05
1. Tony Adams ✓		
2. <del>Mickey HANEY</del>		
3. <del>Kirk Trammel</del>		
4. Perry Smith ✓		
5. Lynell Hecht ✓		
6. <del>Rod Stipe</del>		
7. Valene McCarthy ✓		
8. <del>Tracy Chappale</del>		
9. <del>Karen Hansen</del>		
10. <del>Gisela Crome</del>		
11. <del>Brenda Rodriguez</del>		
12. <del>Isoly Martinez Lily Hansen</del>		
13. <del>Wageli Mendez</del>		
14. <del>Elsie Aguirre</del>		
15. <del>Emily Aguirre</del>		
16. <del>Lily Hansen</del>		
17. <del>Devon Clay</del>		
18. Curtis White ✓		✓
19. <del>Andy Smith</del>		
20. Mickey HANEY ✓		✓



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

**March 04, 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
1	✓ PERRY SMITH	COMMENTS ON COUNTY ORDINANCE
2	✓ KIRK TRUSSELL	" "
3	✓ JACK ARVE	
4	✓ Wynell Hecht	
5	✓ Maria Green	
6	✓ Buzz Williams	" " "
7	✓ Tracy Chapph	" " "
8	✓ Rod Stipe	
9	✓ Andy Smith	
10	✓ Karen Hansen	
11	✓ Gisela Crome	
12	✓ Brenda Rodriguez	
13	✓ Lily Hansen	
14	✓ Nageli Mendez	
15	✓ Elsie Aguilar	
16	✓ Emily Aguilar	
17	✓ Devin Clay	
18	✓ Devoid M <sup>c</sup> Cauley	
19		
20		
21		
22		
23		
24		
25		

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.

295 Conley Rd  
Mountain Rest, SC 29664  
March 4, 2025

Members of the County Council:

I am unable to attend the County Council meeting scheduled for this date and, therefore, am unable to speak during the Public Hearing on Proposed Ordinance 2025-05, a/k/a the DEI Ordinance. I am asking that you consider my comments and include this letter in the official record of the meeting.

I have listened to all public comments made before the Council related to the DEI Ordinance. You have heard from some very articulate citizens who clearly identified a multitude of problems with the DEI Ordinance ranging from a misunderstanding of the definition of DEI to the inevitable fiscal impact of its implementation on the County budget. Please consider those arguments incorporated into this statement of opposition to the ordinance.

That said, I want to address Sec 1.1.b. of the proposed ordinance which provides “Seeks to advance concepts of “equity” that promote equality of outcomes rather than equality of opportunity.” On its face, this is an oxymoron. One cannot expect equality of outcomes without equality of opportunity, as is evident from the most cursory look at this country’s history.

The time, energy, and cost associated with the promulgation and implementation of the DEI Ordinance by Council members, Oconee County employees, and Oconee County citizens could much better be used to solve the problems impacting our daily lives. It’s my belief that all of you were elected to address these types of issues, not to create problems.

In closing, I urge you to waste no more time on the Proposed Ordinance 2025-05 and focus on the many problems that exist today throughout this County.

Respectfully,

Emily Hitchcock