

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October, 7 2025

ITEM TITLE:

Title: 2018 John Deere 1050K Crawler Dozer Repair

Department: Solid Waste

Amount: \$106,231.73

Contingency 15%: \$ 15,934.76

Total: \$122,166.49

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2025-2026 budget process.

Budget: **\$122,166.49**

Project Cost: **\$122,166.49**

Balance: **\$0.00**

Finance Approval: _____

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

BACKGROUND DESCRIPTION:

This request is for the repair of the 2018 John Deere 1050K Crawler Dozer used in the landfill. Due to ongoing wear and tear from regular operations, the engine requires significant attention and must be repaired or replaced. Following a thorough inspection and diagnosis by the authorized John Deere Dealer/Service Center, it was confirmed that the engine replacement is necessary to restore the equipment to proper working condition.

The 2018 John Deere 1050K Crawler Dozer was approved by County Council and purchased in November 2020 under Purchase Order #54173 to support landfill operations alongside the Bomag Landfill Compactor. This heavy equipment is primarily used to push waste uphill and over extended distances. Since its deployment, the dozer has accumulated over 5,000 operating hours in landfill service.

Since FY2020, the average daily tonnage at the landfill has increased significantly—from 80 tons per day to over 165 tons per day—with peak days reaching between 300 and 400 tons of debris. This sharp rise in volume, coupled with the constant operation of the dozer, has resulted in substantial wear on the equipment, leaving the engine in urgent need of replacement.

To manage this increased workload effectively, it is essential that both the dozer and the landfill compactor remain fully operational and are used in tandem to maintain efficient and continuous landfill operations.

Staff is requesting approval of a 15% contingency (\$15,934.76) to cover any unexpected repair costs that may occur during the engine replacement.

SPECIAL CONSIDERATIONS OR CONCERNS:

Dobbs Equipment Southeast, LLC is an Authorized Full-Service Equipment Dealership for John Deere equipment.

ATTACHMENT(S):

1. Dobbs Equipment Southeast, LLC. Estimate & Parts Pricing (Reman Motor)

STAFF RECOMMENDATION:

It is the staff's recommendation that Council;

1. Approve the 2018 John Deere 1050K Crawler Dozer repairs to Dobbs Equipment Southeast, LLC in the amount of \$106,231.73.
2. Approve a 15% contingency in the amount of \$15,934.76.
3. Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

Submitted or Prepared By: _____ Approved for Submittal to Council: _____

Tronda C. Popham, Procurement Director

Amanda F. Brock, County Administrator

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

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

Branch	75		Service	Teddy Cobb	Date	9/15/2025	456154
Account Number				Manufacturer	John Deere		
Company	OCONEE COUNTY LANDFILL			Notes	1050K		
Contact	Jeremy Foster			Serial Number	1T01050KVJF327275		
Email	Jfoster@Oconeesc.com			Hours			
Phone	864)710-1118			Notes	Remove Hood and Remove Engine Install New Engine		

Qty	Part Number / Labor	Description			Each	Total
		REPAIR DESCRIPTION				
95		Field Labor Remove/Install New Engine			\$183.00	\$17,385.00
1		Parts Quote Engine/Oils and Coolant			\$80,353.52	\$80,353.52
360		Service Truck Travel TTM			\$5.00 Mile	\$1,800.00
1		Warranty on Reman Engine 1 Year				
1		Add Freight			\$1,300.00	\$1,300.00
1		Add Sales Tax			\$4,993.21	\$4,993.21
		COD Customer's Understand Must Pay in Advance				
						\$ -
		ESTIMATE IS BASED ON VISUAL INSPECTION				\$ -
		PARTS AND LABOR MAY BE ADDITIONAL				\$ -
		UPON ACTUAL DISASSEMBLY OF COMPONENTS				
						\$ -

Estimate excludes sales tax and additional charges for freight, parts/labor not included in the above mentioned. This estimate does not obligate customer or Dobbs Equipment in any way. Should Customer later request Dobbs Equipment to perform the work, and if Dobbs Equipment agrees to do so, the work will be performed in accordance with Dobbs Equipment customary terms and conditions. Reusing old hardware is not recommended due to corrosion, rust and stretch factors. If old hardware is reused, Dobbs Equipment is not responsible for items that loosen up after installation.

Sub Total	\$105,831.73
Misc	
Shop Fee //EPA Fee	\$400.00
ate	\$106,231.73

+

6999969+99++++

DOBBS

EQUIPMENT

www.dobbsequipment.com

Dobbs Equipment Southeast, LLC.

116 Corporate Drive
Simpsonville, SC 29681

Phone: 864-963-5835

Remit Payment to:

Dobbs Equipment
PO Box 5197
Memphis, TN 38101-5197



JOHN DEERE

Invoice To Account No.: 129125

OCONEE COUNTY
15026 WELLS HWY
SENECA SC 29678
US

Deliver To Account No.: 129125

OCONEE COUNTY
15026 WELLS HWY
SENECA SC 29678
US

Bus Ph: 864-888-1446 Prv Ph:

PARTS INVOICE

Invoice No:

Date: 9/15/2025

Page: 1 of 1

Payment Type: Account

Supplied Quantity	Back Order Quantity	Part Number	Part Description	Bln Loc	Net Price	Extended Price	Tax Ind
8.00	0.00	TY26576	COOL GARD II	SHWRM 4	45.82	\$366.56	Y
2.00	0.00	TY26673	PLUS-50 15W40 1 GAL	SHWRM 1	33.91	\$67.82	Y
2.00	0.00	TY26679	PLUS-50 15W40 5 GAL	SHWRM 1	153.40	\$306.80	Y
1.00	0.00	RM100330	DIESEL ENG		79,612.34	\$79,612.34	Y
1.00	0.00	P0009	In Bound Freight	FREIGHT	1,200.00	\$1,200.00	Y

Invoice Notes:

DEERE HAS 3 IN STOCK, THERE IS \$9050 CORE ON IT. ROUGHLY A WEEK OUT

Customer PO No: 1050K
Tax Exempt No:
Salesperson: Lucas Crawford

Parts: \$80,353.52
Misc: \$1,200.00
Sales Tax: \$4,893.21
Deposit: \$0.00
Total: \$86,446.73

*** PROFORMA INVOICE ***

Returnable Parts subject to a 25% Restocking Fee - Please see your local Parts or Service manager for current Promotions!

Received by: Date:

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 7, 2025

ITEM TITLE:

Title: ITB 25-04 Concrete Pad / Slab at Chau Ram County Park

Department: PRT

Amount: \$61,730.00

Contingency (15%): \$ 9,259.50

Total Amount: \$70,989.50

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2025-2026 budget process.

Budget: **\$ 70,989.50** Project Cost: **\$ 70,989.50** **Balance: \$ 0.00**

(Funding for this project is from Parks, Recreation & Tourism Capital Project Fund)

Finance Approval: _____

BACKGROUND DESCRIPTION:

This request is for the construction of a 46-foot by 90-foot concrete pad / slab at Chau Ram County Park. This concrete pad / slab will serve as the foundation for a 30'x 90' pre-engineered metal building. The metal building will be solicited and installed after the pad / slab is in place. Chau Ram currently houses their large equipment outside, contributing to additional maintenance issues and a shorter life span. The new maintenance building will also provide space for bulk purchasing, proper OSHA compliance as well as a staff workspace, currently not available.

On September 23, 2025 formal sealed bids were opened for the concrete pad at Chau Ram Park. Twenty-three (23) companies downloaded this bid opportunity. Four (4) companies submitted bids, with Lewis McMahan of West Union, SC submitting the lowest, responsive bid in the amount of \$61,730.00. Staff is requesting a 15% owner's contingency to allow for unforeseen items that may arise.

ATTACHMENT(S):

1. ITB 25-04 Bid Tab

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the Award of ITB 25-04, Concrete Pad at Chau Ram Park, to Lewis McMahan of West Union, SC in the amount of \$61,730.00.
2. Approve a 15% contingency in the amount of \$9,259.50.
3. Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

Submitted or Prepared By: _____

Tronda C. Popham, Procurement Director

Approved for Submittal to Council: _____

Amanda F. Brock, County Administrator

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Concrete Pad at Chau Ram County Park

Bidders			IPW Construction Group, LLC	Lazer Construction Company, Inc.	Lewis McMahan	Sterling Structure & Design
Address			North Charleston, SC	Anderson, SC	West Union, SC	Royston, GA
Qty	Unit	Description	Lump Sum	Unit Price	Unit Price	Unit Price
1	LS	46' X 90' X6" Thick	\$92,153.00	\$74,950.00	\$61,730.00	\$62,195.00
		GRAND TOTAL	\$92,153.00	\$74,950.00	\$61,730.00	\$62,195.00

Attended Bid

Opening: In Person: Amber Turner and Tronda Popham, Phil Shirley (PRT) Stephen Schutt (PRT), William Ferguson (PRT Intern)
Via Zoom: None

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 7, 2025

ITEM TITLE:

Title: Four (4) 2026 Ram 1500 SSV's, One (1) 2026 Ram 2500 SSV & Ten (10) 2026 Dodge Durango PPV's **Department: Sheriff's Office** **Amount: \$692,478.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2025-2026 budget process.

Budget: **\$ 692,478.00** Project Cost: **\$692,478.00** Balance: **\$0.00** Finance Approval: _____
(Funding from Capital Equipment / (325) Vehicle Fund)

BACKGROUND DESCRIPTION:

The Fiscal year 2025-2026 Capital Replacement plan includes Four (4) 2026 Ram 1500 SSV's, One (1) 2026 Ram 2500 SSV and ten (10) 2025 Dodge Durango's for the Sheriff's Office Investigations, Narcotics, and Road Deputies. These vehicles are on the lot or in transit to the dealership and there will be very little wait time in delivery. If the County places orders for these vehicles, it will be late Spring or Early Summer 2026 before they are received and delivered.

The new vehicles will replace a 2000 Crown Vic with 134,000 miles, 2006 Ford Crown Vic with 220,200 miles, 2006 Tahoe with 172,000 miles, 2007 F150 with 171,000 miles, 2009 Crown Vic with 201,000 miles, 2011 F150 with 226,400 miles, 2011 K1500 with 226,000 miles, 2013 GMC Yukon with 250,000 miles, 2014 Tahoe with 232,000 miles, 2015 Tahoe with 230,000 miles, 2016 Tahoe with 265,000 miles, 2016 Tahoe with 230,200 miles, 2010 Crown Vic (totaled), 2011 GMC (totaled), and a 2014 F150 (totaled).

The vehicles being replaced will be sold as surplus or replace older vehicles used in other County departments. The Fleet Maintenance Director also approves this purchase.

Santee Automotive of Manning, SC was awarded SC State Contract # 4400035151 for Dodge vehicles.

SPECIAL CONSIDERATION(S):

Santee Automotive of Manning, SC is a SC State Contract holder for Dodge vehicles.

ATTACHMENT(S):

1. Santee Automotive quotes
2. SC State Contract information
3. Pricing Spreadsheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of Four (4) 2026 Ram 1500 SSV's, One (1) 2026 Ram 2500 SSV and ten (10) 2025 Dodge Durango's from Santee Automotive of Manning, SC, in the amount of \$692,478.00.

Submitted or Prepared By: _____ Approved for Submittal to Council: _____

Tronda C Popham, Procurement Director

Amanda F. Brock, County Administrator

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QUOTE

Ram 1500 Tradesman SSV

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

BILL TO
Oconee County
Jeremy Foster
415 S Pine Street
Walhalla, South Carolina 29691
United States

(864) 710-1118
jfooster@oconeesc.com

SHIP TO
**Oconee County Vehicle
Maintenance**
15026 Wells Highway
Seneca, South Carolina 29678
United States

(864)710-8216

Estimate Number: 14860
Customer Ref: State Contract #
4400035151
Estimate Date: September 24, 2025
Valid Until: November 11, 2025
Grand Total (USD): **\$191,448.00**

Units	Quantity	Price	Amount
Ram 1500 Tradesman 4x4 State Contract # 4400035151 2026 Ram 1500 Tradesman SSV 4x4 Model Code DT6L98 144.5" Wheelbase with 5.7' Box 5.7L V8 HEMI MDS VVT eTorque Engine 8 Speed Automatic Transmission 3.92 Rear Axle Ratio Black/Diesel Gray Interior HD Vinyl 40/20/40 Split Bench Seat Black Vinyl Flooring Class IV Trailer Hitch with 4 & 7 Pin Wiring Trailer Brake Controller Black Tubular Side Steps Anti-Spin Differential Rear Axle 18x8.0 Cast-Aluminum Painted Wheels LT275/65R18C OWI On/Off Road Tires Special Service Group (See Below for Description)	4	\$46,587.00	\$186,348.00
Special Service Prep Group •Steering Gear Skid Plate •Black Vinyl Flooring Covering •400 Watt Inverter •4 adjustable Cargo Tie Down Hooks •Pick-up Box Lighting •Delete Front Center Seat •Spray In Bedliner •115V Auxiliary Power Outlet •Full Size Spare Tire •Tow Hooks	4	\$0.00	\$0.00



QUOTE

Ram 1500 Tradesman SSV

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

Units	Quantity	Price	Amount
•Rear Bed Step - Deployable •Transfer Case Skid Plate •Fuel Tank Skid Plate •Exterior 115V AC Outlet			
3rd Key Fob Third Key Fob	4	\$450.00	\$1,800.00
Exterior Color Billet Silver Metallic Bright White Clear Coat Canyon Lake (Late Availability) Delmonico Red Pearl Coat (Late Availability) Diamond Black Crystal P/C Flame Red Clear Coat Forged Blue Metallic Granite Crystal Met. Clear Coat Hydro Blue Pearl Coat Silver Zynith	4	\$0.00	\$0.00
Vehicle Delivery \$15.00 Delivery Fee Plus \$1.50 Per Mile Oconee County Vehicle Maintenance 15026 Wells Highway Seneca, South Carolina 29678	4	\$325.00	\$1,300.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	4	\$500.00	\$2,000.00
Grand Total (USD):			\$191,448.00



QUOTE

2026 Ram 2500 Tradesman Crew Cab 4x4

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

BILL TO
Oconee County
Jeremy Foster
415 S Pine Street
Walhalla, South Carolina 29691
United States

(864) 710-1118
jfooster@oconeesc.com

SHIP TO
**Oconee County Vehicle
Maintenance**
15026 Wells Highway
Seneca, South Carolina 29678
United States

(864)710-8216

Estimate Number: 14861
Customer Ref: State Contract #
4400035151
Estimate Date: September 25, 2025
Valid Until: November 24, 2025
Grand Total (USD): \$48,080.00

Units	Quantity	Price	Amount
Ram 2500 Tradesman Crew Cab 4x4 State Contract: 4400035151 2026 Ram 2500 Crew Cab 4x4 149" Wheelbase with 6'4" Box Model DJ7L91 Package 2UA 6.4L V8 Heavy Duty HEMI MDS Engine 8-Spd Auto 8HP75-LCV Transmission Black/Diesel Gray Interior HD Vinyl 40/20/40 Split Bench Seat Power Windows, Door Locks, and Mirrors 4 Key Fobs with Remote Keyless Entry Transfer Case Skid Plate Anti-Spin Rear Differential Class IV Towing Package (7 & 4 Pin) Black Tubular Side Steps Park View Rear Back Up Camera Privacy Glass Uconnect 5 with 8.4" Display with Bluetooth 4 Keys with Fobs 18X8.0 Steel Black Painted Wheels LT275/70R18E OWI On/Off Road Tires 18" Steel Spare Wheel Black Front and Rear Bumpers Parkview Rear Back Up Camera Rear Window Defroster Tinted Windows Auxiliary Switches Upfitter Electronic Module	1	\$47,255.00	\$47,255.00



QUOTE

2026 Ram 2500 Tradesman Crew Cab 4x4

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

Units	Quantity	Price	Amount
Exterior Color Forged Blue Metallic	1	\$0.00	\$0.00
Vehicle Delivery \$15.00 Delivery Fee Plus \$1.50 Per Mile Oconee County Vehicle Maintenance 15026 Wells Highway Seneca, South Carolina 29678	1	\$325.00	\$325.00
Vehicle Sales Tax South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	1	\$500.00	\$500.00
Grand Total (USD):			\$48,080.00

Notes / Terms

State Contract # 4400035151



QUOTE

2026 Dodge Durango Patrol

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

BILL TO
Oconee County
Jeremy Foster
415 S Pine Street
Walhalla, South Carolina 29691
United States

(864) 710-1118
jfoster@oconeesc.com

SHIP TO
Oconee County Vehicle Maintenance
15026 Wells Highway
Seneca, South Carolina 29678
United States

(864)710-8216

Estimate Number: 14859
Customer Ref: State Contract # 4400035151
Estimate Date: September 24, 2025
Valid Until: November 11, 2025
Grand Total (USD): **\$452,950.00**

Units	Quantity	Price	Amount
Dodge Durango Pursuit AWD State Contract: 4400035151 2026 Dodge Durango Pursuit AWD Model Code WDEE75 5.7L Hemi Engine 8 Speed Auto Transmission Black Vinyl Floor Covering Law Enforcement Dome Lamp Cloth Bucket Front Seats & Vinyl Rear Bench Push Button Start ParkView Rear Backup Camera 10.1" Touchscreen Display U Connect Bluetooth Power 8 Way Driver Seat Full Size Spare Tire Driver's Side LED Spotlight BLIS Trailer Tow Package Skid Plate Group Security Alarm	10	\$44,470.00	\$444,700.00
Exterior Color PB Black Clear Coat	10	\$0.00	\$0.00
Vehicle Delivery \$15.00 Delivery Fee Plus \$1.50 Per Mile Oconee County Vehicle Maintenance 15026 Wells Highway Seneca, South Carolina 29678	10	\$325.00	\$3,250.00



QUOTE

2026 Dodge Durango Patrol

Santee Automotive LLC
2601 Paxville Highway
Manning, South Carolina 29102
United States

Phone: 1-888-853-5338
Fax: 1-888-853-5338
info@santeefleet.com

Units	Quantity	Price	Amount
Vehicle Sales Tax	10	\$500.00	\$5,000.00
South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee			
Grand Total (USD):			\$452,950.00

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 7, 2025

ITEM TITLE:

Title: Refurbish Sutphen Custom Pumper Truck

Department(s): Emergency Services

Amount: \$ 96,668.64

Contingency 15%: \$ 14,500.30

Total: \$111,168.94

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2025-2026 budget process.

Budget: \$111,168.94 Project Cost: \$111,168.94 Balance: \$0.00

Finance Approval: _____

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

BACKGROUND DESCRIPTION:

Emergency Services currently operates a 2003 Sutphen 1500 GPM / 1000 Gallon Pumper Truck as the primary engine at the Bountyland Station for emergency response. In the spring of this year, Council approved the purchase of a new pumper truck, which has since been received. Once the new apparatus is placed into service, the 2003 unit will be taken out of service and prepared for refurbishment. Following the refurbishment, the unit will be reassigned to serve as the primary response engine for Oconee County Emergency Services personnel operating out of the West Union Station, serving the Walhalla area.

Over the past year, the current pumper has experienced multiple maintenance issues and is in critical need of either replacement or refurbishment to ensure continued reliability and operational readiness. A new piece of equipment equivalent to this custom pumper would cost the County approximately \$900,000, depending on options and attachments. Due to this significant cost, staff recommends refurbishing the existing unit, which is expected to extend the life of the truck by an additional 10 years, providing a cost-effective solution while maintaining emergency response capabilities.

Williams Fire Apparatus will complete the refurbishment of this apparatus as outlined in the WFA Refurbishment Pricing Breakdown, included as an attachment. The project will include a 12-month Workmanship & Labor Warranty on the completed work. The installed components which are covered by the individual manufacture's product warranty will range from one (1) to five (5) years. The estimated turnaround time for the refurbishment is approximately three (3) to four (4) months.

In addition, staff is requesting approval of a 15% contingency (\$14,500.30) to cover any unexpected repair costs that may arise during the refurbishment process.

SPECIAL CONSIDERATIONS OR CONCERNS:

Williams Fire Apparatus, Ashland, AL is the Authorized dealer and repair center for Sutphen apparatuses.

ATTACHMENT(S):

1. Williams Fire Apparatus Proposal and Refurbish Pricing Breakdown
2. Sutphen / William Fire Apparatus authorized dealer / service letter

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STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the refurbish of the Sutphen Custom Pumper in the amount of \$96,668.64 to Williams Fire Apparatus of Ashland, AL.
2. Approve 15% Contingency in the amount of \$14,500.30.
3. Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

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

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**FAMILY OWNED
SINCE 1890**

April 4th, 2024

To Whom it May Concern,

Please be advised that Williams Fire Apparatus of Ashland, Alabama is the authorized Sales, Service, and Parts Representative for the Sutphen Corporation in the states of Alabama, Georgia, and South Carolina. As such, Matthew Williams and Jerry Harley are authorized to sign and submit bid proposals and documents on behalf of the Sutphen Corporation.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,

Keith Exel
Sales Territory Manager

Sutphen Corporation
PO Box 158 • Amlin, OH 43002-0158
6450 Eiterman Road • Dublin, OH 43016-8711
Tel 614 889-1005 • Toll Free 800 848-5860 • Fax 614 889-0874
www.sutphen.com • Sutphen@sutphencorp.com



PROPOSAL

TO THE:

Oconee County Fire Service
300 S Church St.
Walhalla, SC 29691

DATE: September 25, 2025

We hereby propose and agree to furnish the following services and equipment upon your acceptance of this proposal:

One (1) Custom Pumper Refurbishment Program for Sutphen HS-****:

For the Total Sum of:..... \$96,668.64

The unit shall be refurbished completely in accordance to the following proposal and inspected at the refurbishment facility in approximately 3-4 months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control. The units shall be delivered 2-4 weeks following customer inspection, subject to delays from all causes beyond our control.

This proposal shall be valid for **Thirty (30) days**. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,

Gerald "Jerry" Harley
Authorized Representative for Williams Fire Apparatus
336-613-8202

WILLIAMS FIRE APPARATUS

778 Idaho Road | Ashland, AL 36251 | 1-800-239-7900

Oconee County, SC - WFA Refurbishment Pricing Breakdown

Customer Contact Name	Chris Smith - Fire Chief				
Customer Contact Information	csmith@oconeesc.com 864-63-4220 (Office)				
Brand	Sutphen				
Model	Shield Pumper				
Unit Description	Pumper				
Unit Mileage					
Engine Mfg	Cummins				
Pump Mfg	Hale				
				Last Revised:	4/15/2025 (Harley)
Location	Description	QTY	Cost	Expanded	Notes
Cab Interior	Dash Cluster Updater (Sutphen)	1	\$ 9,500.00	\$ 9,500.00	
	A/C System Complete Repair & Service	1	\$ 7,500.00	\$ 7,500.00	New Components & A/C Lines
Chasis	Full NFPA PM & Service (Lube Chassis, All Filters & Fluid)	1	\$ 1,650.00	\$ 1,650.00	
	Replace Front Spring Suspension, Shackles, Pins, U-bolts, Shocks	1	\$ 4,450.00	\$ 4,450.00	
	Replace Rear Spring Suspension, Shackles, Pins & U-Bolts	1	\$ 4,450.00	\$ 4,450.00	
	Replace all Coolant Hoses, New Style Hoses	1	\$ 8,500.00	\$ 8,500.00	
	Radiator Rebuild/Recore	1	\$ 6,250.00	\$ 6,250.00	Includes System Flush
	Replace Cab Mount Bushings	1	\$ 350.00	\$ 350.00	
	Inspect Chassis Brake System	1	\$ 160.00	\$ 160.00	
	Alternator Upgrade, 270A to 320A	1	\$ 949.00	\$ 949.00	
Pump Module	Pre-Pump Test, Internal, to identify any issues	1	\$ 250.00	\$ 250.00	
	Replace Pump Packing Glands	1	\$ 3,500.00	\$ 3,500.00	
	Third Party Pump Test	1	\$ 350.00	\$ 350.00	
Electrical	Remove Existing Lightbar	1	\$ 250.00	\$ 250.00	
	Remove Existing Warning Lights (ea)	1	\$ 65.00	\$ 65.00	
	Remove Existing Beacons (pair)	1	\$ 150.00	\$ 150.00	
	Remove Existing Tail-lights	1	\$ 150.00	\$ 150.00	
	New Whelen Lightbar, 72"	1	\$ 4,500.00	\$ 4,500.00	
	New Lower Whelen Package, Whelen M6s	1	\$ 3,200.00	\$ 3,200.00	
	New Tail-Lights - Whelen M6	1	\$ 1,150.00	\$ 1,150.00	
	ADDITIONAL WARNING LIGHTS, WHELEN M6 LED, M6* (PAIR)	2	\$ 1,040.40	\$ 2,080.80	
	ADDITIONAL WARNING LIGHTS, WHELEN ION T-SERIES LED, TLI* (PAIR)	2	\$ 1,030.48	\$ 2,060.96	
	SCENE LIGHTS, FIRETECH 30K LUMENS, 12V LED, 72" 3-PIECE BROW, W/INTEGRATED ICCS FT-B-72-ML-3PKIT-*	1	\$ 6,100.00	\$ 6,100.00	

	SCENE LIGHT, FIRETECH GUARDIAN ELITE 20K, 12V LED, SURFACE MOUNT, FT-GESM	8	\$ 1,560.38	\$ 12,483.07	
	Service Hydraulic Generator	1	\$ 949.00	\$ 949.00	
	Re-Calibrate Water Level Lights	1	\$ 199.00	\$ 199.00	
Subtotal				\$ 81,196.83	
Base Refurb Cost		1	\$ 10,000.00	\$ 10,000.00	
Subtotal				\$ 91,196.83	
SC Sales Tax (6%)				\$ 5,471.81	
Grand Total				\$ 96,668.64	

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-18**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND THE UNITED STATES OF AMERICA / DEPARTMENT OF AGRICULTURE, AS LESSEE, IN RELATION TO CERTAIN PREMISES LOCATED AT 301 WEST SOUTH BROAD STREET, WALHALLA, SOUTH CAROLINA.

WHEREAS, Oconee County, South Carolina (the “County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina to lease real property and to make and execute contracts;

WHEREAS, as of September 23, 2003, the County as “Lessor” entered into a Lease Agreement with the United States of America / Department of Agriculture (“USDA”) as “Lessee” for improved real property located at 301 West Broad Street in Walhalla, South Carolina (the “Lease Agreement”), attached hereto as Exhibit A;

WHEREAS, the USDA requests an extension of the term of the Lease Agreement, and the County is willing to accommodate this request; and

WHEREAS, attached hereto as Exhibit B is an Amendment to the Lease Agreement (the “Amendment,”) which extends the lease term through December 31, 2029, with an annual rent of Thirty Thousand, Five Hundred, Thirty-Six and 00/100 (\$30,536.00) Dollars, payable in equal monthly installments of Two Thousand, Five Hundred, Forty-Four and 67/100 (\$2,544.67) Dollars.

NOW THEREFORE, be it ordained by County Council in meeting duly assembled that:

Section 1. Amendment to Lease Agreement Approved. The Amendment to the Lease Agreement is hereby approved, and the County Administrator is authorized to execute and deliver the Amendment in substantially the same form as Exhibit B, attached hereto.

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

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

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

Section 5. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2025.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: September 16, 2025
Second Reading: October 07, 2025
Third Reading: October 21, 2025
Public Hearing: October 21, 2025

Exhibit A

See attached.

Exhibit B

See attached.

EXHIBIT A

REPRODUCE LOCALLY. Include form number and date on all reproductions.

CCC-2
(10-18-01)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

LEASE FOR REAL PROPERTY

1. DATE 09/23/2003	2. COUNTY NAME Oconee County Walhalla, S.C.
---------------------------	---

3. THIS LEASE, made and entered into this day by and between Oconee County

whose address is: 415 S. Pine St.
Walhalla, S.C. 29691

and whose interest in the property hereinafter called the Lessor and the Farm Service Agency hereinafter called FSA.

4. WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

a. The Lessor hereby leases to FSA the following described premises: 1388 net usable square feet at 3001 W.
South Broad Street, Walhalla, South Carolina
to be used for office space.

b. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning
10/01/2003 through 09/30/2008 subject to termination and renewal rights
as may be hereinafter set forth.

c. The FSA shall pay the Lessor annual rent of \$ 2400.00 at the rate of \$ 200.00
per month (\$ 1.7291 per square foot) in arrears. Rent for a lesser period shall be prorated. Rent checks shall be
made payable to: Oconee County

d. The FSA may terminate this lease or decrease the amount of space at any time by giving at least 120
days notice in writing to the Lessor and no rent shall accrue after the effective date of termination. Said notice shall be computed
commencing with the day after the date of mailing.

e. This lease may be renewed at the option of the FSA for the following terms and at the following rentals :

One 5-year option to renew for the term beginning October 01, 2003, through September 30,
2008. Rate negotiable at time of renewal.

provided notice be given in writing to the Lessor at least 120 days before the end of the original lease term
or any renewal terms; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall
be computed commencing with the day after the date of mailing.

- f. The Lessor shall furnish the FSA, as part of the rental consideration, the following:

This is a fixed-rate fully serviced lease, including janitorial services and supplies, building maintenance, ground maintenance, and snow removal. The space will be fully maintained and altered per government requirements for occupancy by the government no later than October 01, 2003.

- g. The following are attached and made a part hereof:
(Solicitation For Offers (SFO))

- h. The following changes were made in this lease prior to its execution:

Ocone County may terminate this lease or decrease the amount of space at any time by giving at least 120 days notice in writing to FSA and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the dates written above.

A. LESSOR	SIGNATURE	DATE
	<i>Harry R. Hamilton</i>	11-24-03
B. STATE OFFICE DESIGNEE	SIGNATURE	DATE
J. Kenneth Rentiers, Jr., SED		
C. COUNTY EXECUTIVE DIRECTOR	SIGNATURE	DATE
Elizabeth D Blackwell, Acting CED	<i>Elizabeth D Blackwell</i>	11-24-2003

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

United States
Department of
Agriculture



Farm and Foreign
Agricultural
Services

Farm Service
Agency

Oconee FSA Office
301 B W. South
Broad St.
Walhalla, S.C.
29691-2102

September 23, 2003

Mr. Harry Hamilton
Oconee County Supervisor
415 S. Pine St.
Walhalla, S.C. 29691

Dear Mr. Hamilton:

Please find enclosed form CCC-2, Lease for Real Property, for office space which is now occupied by Farm Service Agency, Natural Resources Conservation Service and Oconee Soil and Water Conservation District.

Please review the enclosed lease agreement, sign item #5a, and return in the enclosed stamped, self-addressed envelope.

If you have any questions, please call this office at 864-638-2213.

Sincerely,

A handwritten signature in cursive script, reading "Brian K. Blount".

Brian K. Blount
County Executive Director
Enclosure
BKB:bb

UNITED STATES DEPARTMENT OF AGRICULTURE LEASE AMENDMENT	LEASE AMENDMENT No. 6 TO LEASE NO. USDA Oconee County Service Center
ADDRESS OF PREMISES 301 W. SOUTH BROAD ST WALHALLA, SC 29691	GREX DELEGATION NO.: DSC04347-003

THIS AMENDMENT is made and entered into between **Oconee County**

whose address is: **415 S Pine St, Walhalla, SC 29692**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend the term of the Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective 01/01/2025 as follows:

A. Sub-Paragraph "B" of Paragraph 4, of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"To Have and To Hold the said Premises with its appurtenances for the term beginning upon 10/1/2003 through 12/31/2029, subject to termination and renewal rights as may be hereinafter set forth."

B. Rentable Square Footage (RSF) remains 1,388 and ANSI/BOMA Square Footage (ABOA) remains 1,388.

C. Sub-Paragraph "C" of Paragraph 4 is hereby deleted in its entirety and the following is inserted in lieu thereof:

"A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following

This Lease Amendment contains 8 pages.

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____

Signature: _____

Name: _____

Name: Theresa Black

Title: _____

Title: Lease Contracting Officer

Entity: _____

United States Department of Agriculture, USDA

Date: _____

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

rates:

	EFFECTIVE 01/01/2025
	ANNUAL RENT
SHELL RENT	\$ 16,656.00
OPERATING COSTS*	\$ 13,880.00
ANNUAL RENT	\$ 30,536.00

Annual Rental Rate (rounded) of \$22.00 per RSF reflects rental rate breakdown as follows:

Shell Rent \$12.00 per RSF (rounded)

Operating Costs \$10.00 per RSF (rounded)

- D.** The clauses contained in the attachment "Additional FAR and GSAR Clauses for Lease Extensions and Renewals" are hereby attached to and incorporated into the Lease.
- E.** The Lessor must have an active/updated registration in the System for Award Management (SAM) System (<https://www.sam.gov>) upon receipt of this Lease Amendment. Registration needs to indicate Purpose as "All Awards" and NAICS Code of "531120". The Government will not process rent payments to Lessors without an active/updated SAM registration.

LESSOR: _____ GOVERNMENT: _____

Lease Amendment Form
REV (10/20)

FAR AND GSAR CLAUSES FOR LEASE EXTENSIONS (MAY 2025)

The following clauses are hereby incorporated into the Lease and replace any prior versions of these clauses contained in the Lease or its attachments:

1) 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

This clause is incorporated by reference.

2) 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)

This clause is incorporated by reference.

3) 52.204-30 Federal Acquisition Supply Chain Security Act Orders - Prohibition (Dec 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in [41 U.S.C. 4713\(k\)](#), means—

- (1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ([47 U.S.C. 153](#));
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201–1.303\(d\)](#) and [\(e\)](#):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

LESSOR: _____ GOVERNMENT: _____

Lease Amendment Form
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Intelligence community, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition.

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:
 - (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
 - (ii) For all other solicitations and contracts DHS FASCSA orders apply.
- (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR [4.2304\(c\)](#)). However, see paragraph (c) of this clause.
- (5)
 - (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:
 - (A) Name of the product or service provided to the Government;
 - (B) Name of the covered article or source subject to a FASCSA order;
 - (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
 - (D) Brand;
 - (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
 - (F) Item description;
 - (G) Reason why the applicable covered article or the product or service is being provided or used;

LESSOR: _____ GOVERNMENT: _____

Lease Amendment Form
REV (10/20)

- (ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

- (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
- (2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
- (3)
 - (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
 - (ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
 - (A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.
 - (B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
- (4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
 - (i) Within 3 business days from the date of such identification or notification:
 - (A) Contract number;
 - (B) Order number(s), if applicable;
 - (C) Name of the product or service provided to the Government or used during performance of the contract;
 - (D) Name of the covered article or source subject to a FASCSA order;
 - (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

LESSOR: _____ GOVERNMENT: _____

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(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

4) 552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space (Jun 2021)

The attached representation is hereby attached to and incorporated into this Lease Amendment.

5) 552.270-34 Access Limitations for High-Security Leased Space (Jun 2021)

a) The Lessor, including representatives of the Lessor's property management company responsible for operation and maintenance of the leased space, shall not—

(1) Maintain access to the leased space; or

LESSOR: _____ GOVERNMENT: _____

Lease Amendment Form
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(2) Have access to the leased space without prior approval of the authorized Government representative.

(b) Access to the leased space or any property or information located within that Space will only be granted by the Government upon determining that such access is consistent with the Government's mission and responsibilities.

(c) Written procedures governing access to the leased space in the event of emergencies shall be documented as part of the Government's Occupant Emergency Plan, to be signed by both the Government and the Lessor.

LESSOR: _____ GOVERNMENT: _____

Lease Amendment Form
REV (10/20)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-19**

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 4, CHAPTER 29, SECTION 68, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND [PROJECT JOSHUA TREE], ALSO KNOWN AS PROJECT JOSHUA TREE, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina ("County"), acting by and through its County Council ("Council"), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof ("Code"), particularly Title 12, Chapter 44 thereof ("Negotiated FILOT Act") and Title 4, Chapter 1 of the Code ("Multi-County Park Act" or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, "Special Source Act") (collectively, "Act"), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with investors to establish projects through which the economic development of the State of South Carolina ("State") will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with those investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT ("Negotiated FILOT") payments, and granting certain special source revenue credits ("SSRCs") to pay costs of designing, acquiring, constructing improving or expanding (i) infrastructure serving a project or the County, and (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operating of a manufacturing or commercial enterprise ("Infrastructure"); and (iii) to create or expand, in conjunction with one or more other counties, a multi-county industrial or business park to allow such special source revenue credits and certain enhanced income tax credits to those investors;

WHEREAS, the County entered into the "Ninth Amendment of Agreement for Development of Joint County Industrial/Business Park, dated as of November 18, 2013 ("MCIP Agreement"), by and between the County and Pickens County ("Park"), pursuant to which the property, as described on the attached Exhibit A ("Land"), was designated as being subject to the Park arrangement;

WHEREAS, the property located in the Park is exempt from ad valorem taxation and the owners of that property pay a non-negotiated fee in lieu of tax payment in the absence of a Negotiated FILOT ("Non-Negotiated FILOT");

WHEREAS, the County, acting by and through its Council, is further authorized and empowered under and pursuant to the provisions of the Multi-County Park Act to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the Multi-County Park Act and to create, in conjunction with one or more other counties, a multi-county park to afford certain enhanced tax credits to those investors;

WHEREAS, [Project Joshua Tree], also known as Project Joshua Tree, acting for itself and one or more current or future affiliates and other project sponsors (collectively, "Company") proposes to invest in, or cause others to invest in, the expansion of a manufacturing facility in the County ("Project"), which the Company expects will result in the investment of approximately \$5,000,000 in taxable property and the creation of

approximately 15 new, full-time equivalent jobs;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Special Source Revenue Credit Agreement, attached as Exhibit B, by and between the County and the Company (“SSRC Agreement”), which provides for SSRCs against Non-Negotiated FILOT payments payable by the Company under the agreement relating to the Park in two, separate and distinct SSRCs to the Company against FILOT payments, all subject to the Company meeting its obligations to the County, as set forth more fully in that certain special source revenue credit agreement between the County and the Company presented to this meeting (“SSRC Agreement”) and further subject to the requirements of the Special Source Act; and

WHEREAS, it appears that the SSRC Agreement is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

Section 1. *Statutory Findings.* Based solely on information provided to the County by the Company, it is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a “project” as that term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County;
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and
- (g) The anticipated benefits of the Project to the public will be greater than the costs.

Section 2. *Multi-County Park.* The Project and the Land is included within the Park, and the County intends to use its commercially reasonable efforts to maintain the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the MCIP Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the special source revenue credits set forth in the recitals of this Ordinance. Sharing of expenses and revenues of the County and each Partner County shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 3. *Authorization of an Approval of Form of SSRC Agreement.* To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, the SSRC Agreement is authorized and approved. The form of the SSRC Agreement presented at this meeting, as attached as Exhibit B, is approved and all of

the terms of the SSRC Agreement are incorporated in this Ordinance by reference as if the SSRC Agreement was set out in this Ordinance in its entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the SSRC Agreement in the name of and on behalf of the County, and to cause the executed SSRC Agreement to be delivered to the Company. The SSRC Agreement is in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the SSRC Agreement now before this meeting.

Section 4. *Authorization for County Officials to Act.* The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to this Ordinance and the SSRC Agreement.

Section 5. *General Repealer.* Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

Section 6. *Effective Date.* This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Passed and approved: October _____, 2025

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

First Reading: September 16, 2025
Second Reading: October 07, 2025
Public Hearing: October 21, 2025
Third Reading: October 21, 2025

EXHIBIT A
DESCRIPTION OF [PROJECT JOSHUA TREE]
A/K/A PROJECT JOSHUA TREE PROPERTY

EXHIBIT B
FORM OF SPECIAL SOURCE REVENUE CREDIT AGREEMENT

[SEE ATTACHED]

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“Agreement”) is entered into as of October [], 2025 (“Effective Date”), by and between [Project Joshua Tree], a [] [] (“Company”), and Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (“County”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”) is authorized by Title 4 of the Code of Laws of South Carolina 1976, as amended (“Code”), to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in-lieu of taxes pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, and Sections 4-1-170, 4-1-175 and 4-29-68 of the Code, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding, among other things, the infrastructure serving the County or the project, and for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County;

WHEREAS, the Company, is considering the construction or expansion, by purchase or development of certain Land (as defined below), buildings, furnishings, fixtures, machinery, apparatus, and equipment, of a facility in the County (“Project”). The Company anticipates that the Project will result in an investment of approximately \$5,000,000 in taxable property and the creation of 15 new, full-time jobs in the County during the Investment Period (as defined below);

WHEREAS, the County and [Pickens County], South Carolina have established a joint county industrial and business park (“Park”), pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code, within which Park the Project has been included;

WHEREAS, pursuant to the provisions of the Park Agreement (as defined herein), the owners of all property located within the Park are obligated to make or cause to be made payments-in-lieu of tax to the County, which payments-in-lieu of tax are to be distributed according to the Park Agreement to the County and to Pickens County, in the total amount equivalent to the *ad valorem* property taxes or negotiated fees-in-lieu of taxes that would have been due and payable but for the location of the property within the Park; and of taxes required to be paid to the County by the Company with respect to the Project, all as more specifically described in this Agreement; and

WHEREAS, by Ordinance duly enacted by the County Council on [] [], 2025, following a public hearing conducted on [] [], 2025, in compliance with the terms of the Act, the County Council of the County has duly authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Company and the County agree as follows:

ARTICLE I DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa.

“*Act*” shall mean, collectively, Chapters 1 and 29 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

“*Administration Expenses*” shall mean the reasonable and necessary expenses including reasonable attorneys’ fees, incurred by the County in connection with the Project and this Agreement and any ordinances, resolutions or other documents related thereto; provided, however, that no such expense shall be considered an

Administration Expense unless the County furnishes to the Company a statement in writing providing a general description of such expense has been incurred and the amount of such expense.

“Affiliate” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall mean this Special Source Revenue Credit Agreement, as the same may be amended, modified, or supplemented in accordance with the terms hereof.

“Co-Investor” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of this Agreement to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to this Agreement, comply with any additional notice requirements, or other applicable provisions, of the Act.

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

“Company” shall mean [Project Joshua Tree], a [] [], and its successors and assigns as permitted herein.

“Cost” or *“Cost of the Infrastructure”* means the cost of infrastructure incurred by the Company as referred to in Section 4-29-68 of the Code, including, but not limited to, the cost of designing, acquiring, constructing, improving or expanding the Infrastructure, whether incurred prior to or after the date of this Agreement and including, without limitation, to the extent permitted by the Act, (i) design, engineering and legal fees incurred in the design, acquisition, construction or improvement of the Infrastructure; (ii) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (iii) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (iv) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (v) all other reasonable costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

“County” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

“County Council” shall mean the County Council of the County.

“Event of Default” shall mean, with reference to this Agreement, an occurrence described in Section 5.01 hereof.

“Fee Payments” shall mean payments-in-lieu of taxes made or to be made by the Company with respect to the Project pursuant to the Park Agreement.

“Infrastructure” shall have the meaning attributable to such term under Section 4-29-68 of the Code, and shall specifically include, without limitation, to the extent permitted by the Act, the following: (i) infrastructure serving the County or the Project, including, but not limited to, buildings, rail improvements, roads, water and sewer facilities and other utilities; (ii) improved or unimproved real property, and all fixtures attached thereto, used in the operation of the Project; and (iii) personal property, including machinery and equipment, used in

the operation of the Project.

“Investment Period” shall mean the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending 5 years after the last day of the property tax year during which property comprising all or part of the Project is first placed in service.

“Land” shall mean the real property in the County more specifically described on Exhibit A hereto.

“Multi-County Fee” shall mean the fee payable by the County to Pickens County, South Carolina, pursuant to the Park Agreement.

“Net Fee Payments” shall mean the Fee Payments to be received and retained by the County after payment of the Multi-County Fee.

“Ordinance” shall mean the Ordinance enacted by the County Council of the County on [] [], 2025, authorizing the execution and delivery of this Agreement.

“Park” shall mean the joint county industrial and business park established by the County and Pickens County pursuant to the terms of the Park Agreement.

“Park Agreement” shall mean the Ninth Amendment of Agreement for Development of Joint County Industrial/Business Park, dated as of November 18, 2013, by and between the County and Pickens County, South Carolina, as from time to time amended.

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“Project” shall mean the Company’s acquisition by construction or purchase of the land (including the Land), buildings, equipment, furnishings, structures, fixtures, appurtenances, and other materials for its operations within the County, which are placed in service during the Investment Period.

“Special Source Revenue Credits” or *“Credits”* shall mean the special source revenue credits in the amount set forth in Section 3.02 hereof against the Company’s Fee Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

“State” shall mean the State of South Carolina.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council of the County, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

(c) To the knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such violation would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County

with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree or order, or any provision of the South Carolina Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) No actions, suits, proceedings, inquiries, or investigations are pending or, to the knowledge of the undersigned representatives of the County, threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(f) Notwithstanding any other provisions herein, the County is executing this Agreement as a statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction, and it executes this Agreement in reliance upon representations by the Company that the documents comply with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating (i) the construction or acquisition of the Project, (ii) environmental matters pertaining to the Project, (iii) the offer or sale of any securities, or (iv) the marketability of title to any property.

Section 2.02 Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a [] in good standing under the laws of the State of [], has the power to enter into this Agreement, and by proper Company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, will not result in a material breach of any of the terms, conditions, or provisions of any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound, will not constitute a default under any of the foregoing, and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) No actions, suits, proceedings, inquiries, or investigations are pending or, to the knowledge of the Company, threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(e) The financing of a portion of the Cost of the Infrastructure by the County through the provision of the Special Source Revenue Credits as provided herein has been instrumental in inducing the Company to acquire, construct and maintain the Project in the County and in the State of South Carolina.

(f) To the knowledge, after due inquiry, of the Company, there is no pending or threatened action, suit, proceeding, inquiry, or investigation which would materially impair the Company's ability to perform its obligations under this Agreement.

Section 2.03 Covenants of the County.

(a) The County will at all times use its commercially reasonable efforts to maintain its corporate existence and to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments, in form and substance reasonably acceptable to the County, and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing power, or pledge the credit or taxing power of the State or any other political subdivision of the State.

(c) To the extent the Land has not been added to the Park as of the date hereof, the County shall use its commercially reasonable efforts and endeavor to work with Pickens County to have such Land added to the Park by amending the Park Agreement to include the Land, or in the alternative, to endeavor to work with one or more contiguous counties to have the Land added to another joint county industrial and business park created by the County and a contiguous county pursuant to the Act. The County shall use its commercially reasonable efforts to keep the Land as part of the Park or such other joint county industrial and business park throughout the term of this Agreement.

Section 2.04 Covenants of the Company.

(a) The Company shall use its commercially reasonable efforts to invest not less than \$5,000,000 in taxable property in the Project during the Investment Period. The County acknowledges and agrees that investment by Co-Investors in the Project during the Investment Period shall be considered for the purposes of meeting such amount or any other investment requirement set forth in this Agreement.

(b) The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County specifying the general nature of such expenses and requesting payment of the same. Notwithstanding the foregoing, the Company's obligation to reimburse the County for attorneys' fees incurred in the initial negotiation, drafting, review and initial implementation of this Agreement and any ordinances, resolutions, or other documents related hereto shall not exceed \$7,500.00.

Section 2.05 Indemnification.

(a) Subject to the provisions of this Section 2.05, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement (collectively, "Losses").

(b) Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Company in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable detail the nature of such Losses. The Indemnified Party shall provide to the Company as promptly as practicable thereafter all information and documentation reasonably requested by the Company to verify the Losses asserted. Upon the Company's receipt of any notice of a claim pursuant to this Section 2.05(b), the Company may, by giving written notice to the Indemnified Party within 15 days following such notice, elect to assume the defense thereof, including the employment of counsel at the Company's cost to carry out such defense; provided, that if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company,

the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Company shall be liable for the reasonable cost of such counsel. Whether or not the Company chooses to defend such claim, all the parties hereto shall cooperate in the defense thereof and shall furnish such records, information and testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith. The Company shall not be entitled to settle any such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Company does not elect to assume the defense of such claim pursuant to this Section 2.05(b), the Indemnified Party shall not settle any such claim without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for Losses (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) to the extent that such Losses result from any Indemnified Party's negligence, bad faith, fraud, deceit, breach of this Agreement or willful misconduct.

(d) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The indemnity specified in this Section 2.05 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

ARTICLE III SPECIAL SOURCE REVENUE CREDITS

Section 3.01 Payment of Cost of Infrastructure. The Company agrees to pay, or cause to be paid, the Costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Revenue Credits received by the Company.

Section 3.02 Special Source Revenue Credits. The County agrees to provide Special Source Revenue Credits in two parts, for the purpose of reimbursing the Company for a portion of the Costs of Infrastructure during the Investment Period, as described below:

(a) The Part I Special Source Revenue Credit ("Part I SSRC") shall be the excess, if any, of the ad valorem taxes that would be due in the absence of this Agreement and negotiated Fee payments calculated as provided in Title 12, Chapter 44 of the Code, using an assessment ratio of 6% and the then-in-effect total millage rate for a twenty-year term.

(b) The Part II Special Source Revenue Credit ("Part II SSRC") shall be equal to:

(i) 65% of each annual Fee Payment (after the Part I SSRC is applied) to be made by the Company during years 1-9 of this Agreement; and

(ii) 25% of each annual Fee Payment (after the Part I SSRC is applied) to be made by the Company during years 10-15 of the Agreement.

The Part II SSRC will be received by the Company at the aforementioned percentages during years 1-15 following the placement in service of the initial asset investment, which shall coincide with the first Fee Payment due to the County by the Company.

(c) To receive the Part I SSRC and the Part II SSRC, the Company must file a separate schedule with its annual PT-300 filing (or successor form) with the South Carolina Department of Revenue to include only assets placed in service in the Investment Period described above. This separate schedule should be clearly and unambiguously designated as "OCONEE COUNTY 2025 SSRC ASSETS," and a copy of the schedule should be provided to the County Administrator, County Auditor, and the County Treasurer, simultaneously with the deadline to file the PT-300 for each applicable year. Further, the Company shall be responsible for making written annual certification as to compliance with the provisions of this Section 3.02 through the delivery of a certification in substantially the form attached hereto as Exhibit B ("Certification") on or before each April 30 following the end of the [] property tax year.

(d) The County shall request the County Auditor to reflect the Part I SSRC and the Part II SSRC on each bill for Fee Payments sent to the Company by the County for each applicable property tax year, by reducing such Fee Payments otherwise due by the amount of the Part I SSRC and Part II SSRC to be provided to the Company for such property tax year.

(e) Failure timely to file the Certification shall not result in a forfeiture of the SSRC(s) for such year, but the County Auditor is not entitled to reflect the SSRC on the Fee Payment bill until the Certification is submitted by the Company, provided, however, failure to file the Certification on or before the close of the County's then-current fiscal year (which for the avoidance of doubt, shall be considered June 30 of the calendar year prior to the date on which the Fee Payment is due) shall result in the forfeiture of the SSRC(s) for such year. The County is entitled to confirm the information (including the calculation) on the Certification prior to allowing for the deduction of the amount of the SSRC(s) from the Fee Payment due by the Company on the Fee Payment bill. If the information contained on the Certification is correct, then the County shall authorize the County Auditor to deduct the SSRC(s) from the Fee Payment bill. In no event is the County required to deduct any SSRC(s) amount(s) from any Fee Payment bill while any of the Company's taxes or Fee Payments have been invoiced by the County but remain outstanding, including any taxes or Fee Payments that may have been protested by the Company.

(f) THIS AGREEMENT AND THE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS FULL FAITH, CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

(g) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its full faith or credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Net Fee Payments. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Net Fee Payments.

(h) In accordance with Section 4-29-68(A)(2)(ii) of the Code, to the extent that the Company claims Special Source Revenue Credits as reimbursement for investment in personal property, including machinery and equipment, if such property is removed from the Project during the term of this Agreement, the amount of the Fee Payments due on such personal property for the year in which the personal property was removed from the Project also shall be due for the two years following such removal.

Section 3.03 Repayment of Special Source Revenue Credits. If the Company (together with any Co-Investors) fails to invest during the Investment Period at least \$5,000,000 in real and/or personal property at the Project that would have been subject to regular *ad valorem* property taxes except for the existence of this Agreement, then the Company shall repay to the County a *pro rata* amount of any Special Source Revenue

Credits received by the Company based on the percentage of the actual investment by the Company and any Co-Investors in such property related to the Project, as compared to the required investment amount of \$5,000,000.

If the Company fails to invest by the end of the Investment Period at least \$2,500,000 total in real or personal property at the Project that would have been subject to regular *ad valorem* property taxes except for the existence of this Agreement, then this Agreement shall terminate. In such event, the Company shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not subject to this Agreement, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be otherwise be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT Payments the Company has made with respect to the Project (such excess, a “Deficiency Amount”) for the period through and including the end of the Investment Period.

Any amount owing pursuant to this Section 3.03 shall be treated as if a delinquent *ad valorem* tax payment due under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs, penalties, and interest) and shall be due no more than 30 days after the date on which *ad valorem* taxes would be due without penalty for the tax year having ended on the most recent December 31. The repayment specified in this Section 3.03 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

ARTICLE IV CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

Section 4.01 Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company (a) a copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and (b) such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

Section 4.02 Transfer of Project. The County hereby acknowledges that the Company may from time to time and in accordance with the provisions of this Agreement and applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County’s obligations to provide the Special Source Revenue Credits to the Company’s successor or assignee under this Agreement; provided, however, that (a) such assignee must continue to make Fee Payments pursuant to the Park Agreement in the same manner and to the same extent as required of the Company; and (b) the County consents to or ratifies the assignment of this Agreement or the Special Source Revenue Credits; provided, that (i) no such consent or ratification shall be required for assignments to an Affiliate of the Company, any Co-Investor or any Affiliate of a Co-Investor; and (ii) such consent or ratification shall not be unreasonably withheld, conditioned or delayed and may be evidenced by a Resolution of the County Council.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.01 Events of Default. Each of the following shall be an “Event of Default” under this Agreement, provided, however, that no failure on the part of the Company to meet any level of investment set forth in this Agreement shall constitute an Event of Default.

(a) Failure by the Company to make a Fee Payment, which failure has not been cured within 15 days after written notice from the County to the Company specifying such failure and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project for a continuous period of 12 months;

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

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement, which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action; provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance;

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

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County, as the case may be, has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action; provided however, in no event shall such extended period extend beyond 90-days from delivery of notice of a failure of performance.

Section 5.02 Legal Proceedings by Company or County. Upon the happening and continuance of an Event of Default, then and in every such case the Company or County (as the case may be) in their discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the breaching party to carry out any agreements with or for its benefit and to perform the breaching party’s duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) exercise any and all rights and remedies provided by the applicable laws of the State, including, with respect to any Event of Default, as described in section 5.01(a), proceed in the same manner in which the County is permitted to collect a delinquent *ad valorem* tax payment under Title 12 of the Code of Laws of South Carolina, 1976, as amended (including, for example, similar proceedings, costs, penalties, and interest); or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

Section 5.03 Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

Section 5.04 Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Article V to the Company may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI MISCELLANEOUS

Section 6.01 Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County, shall, to the extent permitted by law, bind and inure to the benefit of the successors of the County from time to time, and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

Section 6.02 Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 6.03 Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Special Source Revenue Credits shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein. Further, if the Special Source Revenue Credits are held to be illegal or invalid, to the extent permitted by law and at the sole expense of the Company, the County agrees to make a commercially reasonable effort to issue a special source revenue bond in place of the Special Source Revenue Credits provided for herein, such special source revenue bond upon such terms and conditions which are acceptable to both the Company and the County to provide for the same economic benefit to the Company and the same revenue stream to the County, which would otherwise be enjoyed by the Company or County, as applicable, for the duration of the Special Source Revenue Credits provided, further, the Company shall be the purchaser of any such special source revenue bond.

Section 6.04 No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body, or of the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on this Agreement or the Special Source Revenue Credits or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 6.05 Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

As to the County:

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

with a copy (which shall not constitute notice) to:

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

with a copy (which shall not constitute notice) to:

Michael E. Kozlarek, Esq.
King Kozlarek Root Law LLC
Post Office Box 565
Greenville, SC 29602-0565

as to the Company:

[], []
Attention: []
[]
[]

with a copy (which shall not constitute notice) to:

Haynsworth Sinkler Boyd, P.A.
Attention: Will Johnson
P.O. Box 11889
Columbia, SC 29211

The County and the Company may, by notice given as provided by this Section 6.05, designate any further or different address to which subsequent notices, certificates, requests, or other communications shall be sent.

Section 6.06 Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

Section 6.07 Execution. This Agreement may be executed in original, by electronic, or other similar means, in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 6.08 Amendments. This Agreement may be amended only by written agreement of the parties hereto. The County hereby agrees that, to the extent allowable by law, any such amendment may be approved via resolution of County Council.

Section 6.09 Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 6.10 Termination; Defaulted Payments. This Agreement shall terminate on the date upon which all Special Source Revenue Credits due to the Company hereunder have been so credited; provided, however, in the event the County or the Company is required to make any payments under this Agreement, the item or installment so unpaid shall continue as a continuing obligation of the County or the Company, respectively, until the amount shall have been fully (including any related costs, penalties, and interest) paid.

[TWO SIGNATURE PAGES AND TWO EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the Chair of its County Council and its seal to be hereunto affixed and attested by the Clerk of its County Council as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its authorized officer as of the day and year first above written.

[PROJECT JOSHUA TREE]

By:_____

Name:_____

Its:_____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

[]

EXHIBIT B
FORM OF ANNUAL CREDIT CERTIFICATION

I _____, the _____ of __, __ (“Company”), certify in connection with Section 3.02 of the Special Source Revenue Credit Agreement, dated as of __ __, 2025, between Oconee County, South Carolina, and the Company (“Agreement”), as follows:

(1) The annual taxable investment made by the Company in the Project during the calendar year ending December 31, 20_____ was \$_____.

(2) The cumulative taxable investment made by the Company in the Project from the period beginning __ ____, 202__ (that is, the beginning date of the Investment Period) and ending December 31, 20____, is \$_____
_____.

(3) The amount due and owing for the _____ tax year, as reflected on the County’s Consolidated Tax Invoice, dated _____, _____, 20____, is \$_____ (“Invoiced Amount”).

(4) If applicable, the credit calculation for the Part I SSRC for the _____ tax year is \$_____
_____.

(5) The credit calculation for the Part II SSRC for the _____ tax year is \$_____
_____ (which is [appropriate credit percentage for applicable year 1-15]% of the Invoiced Amount after the Part I SSRC has been applied).

(6) The aggregate credit (including credit for the _____ tax year) for all tax years for which a credit has been/is being claimed is \$_____.

Each capitalized term used, but not defined in this Certification, has the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand: _____, _____, 20_____.

Name: _____
Its: _____

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE September 16, 2025
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Council consideration to approve an ordinance between Project Joshua Tree and Oconee County to expand the project's manufacturing operations in Oconee County.

BACKGROUND DESCRIPTION:

Project Joshua Tree is a respected existing advanced manufacturing company that is considering Oconee County and another location for expansion of their operations. The project will primarily entail investment in new machinery and equipment with an expected total capital investment of \$5 million and the creation of 15 new jobs. While not included in the investment, the company is also considering a significant addition to their existing facility within the next several years. The Oconee Economic Alliance (OEA) has been working with the project since March 2025. The OEA has proposed the following property tax incentives for Project Joshua Tree should they expand in Oconee County:

1. The project's new real and personal property investment be taxed ad valorem which allow the company to receive the South Carolina 5-Year Manufactures Abatement.
2. The project will receive two Special Source Revenue Credits (SSRC):
 - ✓ SSRC 1: Guarantees that South Carolina's 6% assessment rate for manufacturers will continue to be applied to the project's new investment for a period of 20-years.
 - ✓ SSRC 2: 15-Year credit that applies to the ad valorem taxes due and provides an annual credit of 65% for Years 1-9 and 25% for Years 10-15.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- The company is making a significant commitment to strengthen and grow their Oconee County operation.
- Oconee County is competing for the expansion with another one of the company's locations.
- The company is considering a real property investment that could be within the next several years.
- Existing industry is our top priority and the county is committed to assisting businesses that seek to expand their operations in the county.

FINANCIAL IMPACT [Brief Statement]:

- The project is expected to generate an estimated \$221,927 in property taxes over the first 10 years and \$508,621 over 20 years. The estimate includes the state reimbursement.
- The 5-Year SC Manufactures Abatement and SSRC are estimated to provide the company with a property tax reduction of \$214,279 over the first 10 years and \$229,758 over 20 years.

☐ Check here if Item Previously approved in the Budget. No additional information required.

Approved by: _____ Finance

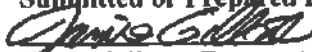
ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

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.

It is the staff's recommendation that Council approve the ordinance for Project Joshua Tree.

Submitted or Prepared By:



Jamie Gilbert, Economic Development Director

Approved for Submittal to Council:

Amanda F. Brock, County Administrator

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

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-20**

**AN ORDINANCE CLARIFYING, CONFIRMING, AND/OR
AUTHORIZING CERTAIN ACTS BY OCONEE COUNTY, SOUTH
CAROLINA IN RELATION TO THE DISTRIBUTION OF FEE-IN-
LIEU OF TAX REVENUE RECEIVED FROM THE JOINT COUNTY
INDUSTRIAL AND BUSINESS PARK WHEREIN PROPERTY OF
BORGWARNER PDS (USA), INC. IS LOCATED; AND OTHER
MATTERS RELATED THERETO.**

WHEREAS, Oconee County, South Carolina (the “County”) and Pickens County, South Carolina, as contiguous counties, are authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, to jointly develop a multi-county park to include real and personal property located in the geographic boundaries of the counties;

WHEREAS, as reflected in Oconee County Ordinance 2018-09 (“Ordinance 2018-09” copy attached), certain property (the “Property”) of BorgWarner PDS (USA), Inc. (the “Company”) is contained within a multi-county business park created by and among Oconee County and Pickens County, which is referred to as the “Oconee-Pickens MCIP” in Ordinance 2018-09;

WHEREAS, Ordinance 2018-09 also delineates a formula in relation to the distribution of revenue (“Fee Revenue”) from the Property, only, located in the Oconee-Pickens MCIP such that after payment of the partner county fee to Pickens County and school district-related bond millage for the subject year, sixty-six percent (66%) of the remaining Fee Revenue (“Remainder”) is to be distributed to the Economic Development Capital Project Fund of the County; with one percent (1%), each, of the Remainder to all other entities for whom taxes are levied over the Property except for the County; and with the rest of the Remainder to the General Fund of the County; and zero percent (0%) to all other political subdivisions in the County (“2018 Distribution Formula”); and

WHEREAS, a question has arisen with respect to whether all Fee Revenue from the Property is subject to the 2018 Distribution Formula, which the County hereby confirms as accurate.

NOW THEREFORE, be it ordained by County Council in meeting duly assembled that:

Section 1. Application of 2018 Distribution Formula Confirmed. It is hereby confirmed that the following 2018 Distribution Formula applies to all Fee Revenue from all Property in the Oconee-Pickens MCIP:

After payment of the partner county fee to Pickens County and school district-related bond millage for the subject year, sixty-six percent (66%) of the remaining Fee Revenue (“Remainder”) is to be distributed to the Economic Development Capital Project Fund of the County; with one percent (1%), each, of the Remainder to all other entities for whom taxes are levied over the Property except for the County; and with the rest of the Remainder to the General Fund of the County, and zero percent (0%) to all other political subdivisions in the County;

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is further authorized to negotiate and execute such other documents and instruments which may be necessary or incidental to carrying out the intended effect of this Ordinance.

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

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

Section 5. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2025.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: September 16, 2025
Second Reading: October 07, 2025
Third Reading: October 21, 2025
Public Hearing: October 21, 2025

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2025-04**

PROVIDING PRELIMINARY APPROVAL PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, FOR THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT BROADWAY, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES, AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; PROVIDING FOR THE INCLUSION OF THE PROJECT IN A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("Act") to encourage manufacturing and commercial enterprises to locate in the State of South Carolina ("South Carolina" or "State") or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("FILOT Payments") with respect to economic development property, as defined in the Act;

WHEREAS, the Company, identified for the time being as Project Broadway, proposes to invest in, or cause others to invest in, the County ("Project");

WHEREAS, based solely on the information supplied to it by the Company, the County has determined the Project would subserve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the employment and investment associated therewith which contribute to the tax base and the economic welfare of the County;

WHEREAS, as an inducement to make the investments in the County, the County desires to enter into the following agreement(s) with the Company in connection with the Project: (i) a Fee-in-Lieu of Ad Valorem Taxes and SSRC Agreement ("Fee Agreement").

NOW, THEREFORE, BE IT RESOLVED by the Council, as follows:

Section 1. This Resolution is an inducement resolution for the Project for purposes of the Act.

Section 2. County Council agrees to commence negotiations (i) to enter into the Fee Agreement, which provides for FILOT Payments and special source revenue credits ("SSRCs") with respect to the Project; and (ii) to designate the Project as being part of a Park to the extent the Project is not already designated as being part of a Park. The further details of the FILOT Payments, SSRCs, and the Fee Agreement will be prescribed by subsequent ordinance of the County to be enacted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. The County Council Chair and other officials of the County are authorized, by and on behalf of the County, which may be subsequently approved by County Council through enactment of an ordinance.

Section 4. County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project to qualify as economic development property, subject to the terms and conditions of the Fee Agreement and the Act.

Section 5. All orders, resolutions, and parts thereof in conflict herewith are to the extent of that conflict hereby repealed. This Resolution shall take effect and be in full force upon adoption by County Council.

[SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Approved and adopted: October 7, 2025

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Matthew Durham, Chairman
Oconee County Council

[SEAL]

ATTEST:

By: _____
Jennifer C. Adams, Clerk to Council
Oconee County Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE October 7, 2025
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Council consideration to approve an inducement resolution for Project Broadway's expansion in Oconee County.

BACKGROUND DESCRIPTION:

Project Broadway is a respected existing business that is seeking to significantly expand their operations in Oconee County. The project would involve the purchase of approximately 8-acres of land at the Seneca Rail Park for the construction of a 50,000 square foot industrial building (expandable to 100,000 square feet) and investment in fabricating machinery. The project is expected to have a capital investment of \$7.24 million and create 38 new jobs. The Oconee Economic Alliance (OEA) has been working with the project since January 2025. The OEA has proposed the following land sale and property tax incentives for Project Broadway should they expand at Seneca Rail Park:

1. Purchase of of land at Seneca Rail Park at a cost of \$5,000/acre.
2. A 30-Year Fee-In-Lieu-of-Tax (FILOT) Agreement that will provide a 6% assessment on the company's new real and personal property with a fixed millage rate of 281 mills.
3. A 7-Year Special Source Revenue Credit (SSRC) that provides a 50% credit to the annual FILOT payments.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- The company is making a significant commitment to strengthen and grow their Oconee County operation.
- The company is a homegrown county business that has been here for over 50 years.
- Oconee County is competing for the expansion with a location west of the Mississippi River.
- The project will create a number of well-paying jobs that will add over \$1.55 million in new payroll.
- The project will be the first company to locate at the Seneca Rail Park since the property was purchased by Oconee County.
- Existing industry is our top priority and the county is committed to assisting businesses that seek to expand their operations in the county.

FINANCIAL IMPACT [Brief Statement]:

- The project is expected to generate an estimated \$724,000 in property taxes over the first 10 years, \$1,793,891 over 20 years and \$2,863,574 over 30 years after the incentives are applied.
- The incentives result in an estimated property tax savings to the company of \$530,051 over the first 10 years, \$804,513 over 20 years and \$1,295,007 over 30 years or a 31% savings over the term of the agreement.

☐ Check here if Item Previously approved in the Budget. No additional information required.

Approved by: _____ Finance

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

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.

It is the staff's recommendation that Council approve the inducement resolution for Project Broadway.

Submitted or Prepared By:



Jamie Gilbert, Economic Development Director

Approved for Submittal to Council:

Amanda F. Brock, County Administrator

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

OCONEE COUNTY

Financial Policy for Funds Provided By Oconee County

Introduction:

The purpose of this document is to describe all proposed accounting policies and procedures, and to ensure that the financial statements conform to generally accepted accounting principles; and finances are managed with accuracy, efficiency, and transparency.

All agencies in receipt of direct funding from Oconee County are expected to comply with the policies in this document.

These policies will be reviewed annually and revised as needed by recipient agencies or staff and approved by the Oconee County Council, or its Budget, Finance and Administration Committee.

Financial policies clarify the roles, authority, and responsibilities essential for management activities and decisions. In the absence of an adopted policy, agencies are left to operate under a set of assumptions that may or may not be accurate and productive.

This Policy only applies to funding provided by Oconee County, South Carolina. It is intended to serve as a guiding document for agencies for controlling, safeguarding, reporting, and using funds provided by Oconee County ("County") in a fiscally responsible manner and environment.

General Financial Policy and Requirements:

1. Agencies must report all expenditures of County Funds on a quarterly basis. Upcoming quarterly allocations will not be released until all prior quarter financial reports have been received/accepted and bank statements reconciled.
2. All cash accounts (except petty cash) owned by any recipient agency will be held in financial institutions which are insured by the FDIC. No bank account will carry a balance over the FDIC insured amount. County issued funding accounts shall not be combined or co-mingled with funds acquired from other sources.
3. Agencies must utilize County Funds in a manner consistent with local, state, and federal law and regulations, specifically including regulations promulgated by the South Carolina Department of Revenue and the United States Internal Revenue System, including 1099 reporting requirements.
4. The agency has ultimate responsibility for ensuring all Funds are controlled and spent in accordance with this Financial Policy.
5. The agency shall comply with all relevant Freedom of Information Act [FOIA] requirements, and adhere to a financial document retention and storage policy within the parameters of all applicable laws pertaining to record retention and FOIA.
6. The head of the agency can approve expenditures up to \$2,500.
7. A majority of the agency membership must approve all expenditures over \$2,500.
8. Use of multiple separate purchases for associated project items to avoid higher-level approvals for total project costs is not permitted.

9. The head of the agency may delegate approval authority to others for common expenditures up to \$1,000, if approved by a majority of the membership or provided by agency bylaws. Amounts being approved should include all expected charges including installation, taxes, shipping, and handling.
10. Ongoing expenditures, such as utilities and rents, only require initial approval unless additional services or service options are added.
11. Agencies are required to have at least two authorized check signers for in the event that one signer is not available and funds are necessary.
12. All expenditures must be reasonable for both the current size and activity level of the agency, and future needs.
13. Bank statements must be promptly reconciled each month. The authorized check signer cannot also serve as the reconciler for the funds. Oconee County may provide reconciliation assistance for agencies, if necessary.
14. All disbursements must be made by check or electronic payment, never in cash. No check can be issued:
 - To Cash
 - To a Payee who is also the sole check signer
15. Checks must be filled out completely with Date, Payee, Amount, Memorandum and Account Number before being signed.
16. Automated payments and drafts – can be used for routine, ongoing services such as utilities, leases, mortgages, and Station credit and debit cards. All such payments must be monitored to insure proper amounts are billed and no inappropriate or unapproved charges are incurred.
17. All expenditures must be supported by vendor invoices or cash register receipts indicating the specific items or services purchased. Copies of original receipts and invoices are required. Lost receipts will occur, but should be rare. Agencies must have a policy for dealing with this exception.
 - a. The first incidence of lost receipt shall result in a County memo regarding the receipt and item purchased.
 - b. The second incidence of lost receipt shall result in a county and agency memo acknowledging the lost receipt, items purchased and special considerations, if any.
 - c. The third incidence of lost receipt will result in agency training and committee consideration, if required.
18. Agency credit and debit cards may be used for official fire and rescue business only. Copies of receipts must be included with quarterly statement submissions.
19. Agency members can be paid for tasks that would otherwise have to be contracted out, if approved by a majority of the membership. This applies to smaller tasks such as Station cleaning and grounds care, and larger projects such as repairs, renovations, and expansions within reasonable market value.
20. Members can be reimbursed, via check only, for allowable and approved expenses incurred through the use of personal funds such as cash, credit cards, and debit cards.
21. Reimbursements will be paid, via check only, upon complete expense reporting and approval using a signed reimbursement request form.

22. Agencies shall not move funding from a County Funds account to any non-county account in the current fiscal year, unless it is to correct a previous error. An explanation and any applicable receipts shall be provided for corrections that result in the moving of County Funds to a non-county account.
23. No petty cash funds with County-disbursed funds.

Examples of Allowable Uses of Funds:

- Achievement recognition events and awards.
- Banking fees – Service charges, checks, etc.
- Bereavement expenses – any substantial loss by a member, member's spouse, or member's child(ren).
- Community Outreach / Expenses for programs.
- Equipment purchases –trucks, equipment for buildings, grounds, maintenance.
- Equipment purchases / issued to members – Turnout gear, boots, helmets, vests, radios, flashlights.
- Facilities – For expansions, replacements, or new buildings, including property.
- Freight – Shipping expense for purchases, returns, replacements and/or repairs.
- Fuel – For trucks, vehicles, and small engines (in trucks or for stations). Receipts should include member name and vehicle.
- Incentive payments, provided as cash or non-cash benefits, are allowable provided there is a detailed written policy approved by agency members and submitted to County
- Information Technology – Servers, computers, peripherals, software, support and other services, paper, toner, tablets for trucks and Station, ISP expense, website hosting, or email.
- Insurance – For Stations: Business protection insurance such as property, casualty, and liability for buildings, equipment, vehicles, etc. For Members, Retirees, Honorary, Auxiliary, etc: VFIS-type insurance covering losses related to responses and service such as AD&D, loss of income, loss of personal equipment, POV deductibles, medical transport, etc. Health insurance and retirement benefits for members provided through appropriate policies are also allowable expenses. *Some of these items may be payable with 1% funds.
- Maintenance – Repairs and replacements for bldgs, grounds, trucks, vehicles, equipment, PPE, or IT.
- Meals – Food or meals for business, monthly, training, called, officers, special purpose, Chiefs Association, awards events, annual County event, Station events and community outreach. *Some meals can also be paid with 1% funds.
- Medical equipment – Including AEDs, suction units, stethoscopes, O2 regulators, flashlights, pen lights, tourniquets, and other medical supplies.

- Mortgages, rents, and leases.
- Office, kitchen and janitorial supplies.
- Penalties - For late filings, errors or omissions.
- Personal clothing and/or uniform items for station leadership and volunteers. *Some of these expenses can be paid with 1% funds.
- Physicals – Are provided by the County; stations **cannot** use County Funds for privately obtained physicals.
- Professional services – legal, accounting, tax, architectural advice and services, etc.
- Publications.
- Purchased professional services (i.e., bookkeeping, janitorial, exterminator, grounds care, etc.)
- Taxes, licenses, and governmental fees.
- Training. *Some of these expenses may be payable with 1% funds.
- Travel – Food, lodging, vehicle rental or mileage reimbursement, and other miscellaneous expenses for out-of-County training classes, trade shows, and conferences open to all members, and committees dealing with significant acquisitions such as trucks and buildings. *Some of these expenses may be payable with 1% funds.
- Utilities.

Non-Allowable Uses of Funds – Never Permitted:

- Alcoholic beverages of any type.
- Cash withdrawals.
- Donation of Funds.
- Food or meals for individuals outside of official group activities are not allowable.
- Fuel or reimbursement for personal vehicle expenses.
- Fundraising expenses.
- Purchases of products and services for personal usage or consumption unrelated to fire or rescue activity.
- Any illegal activities.

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby entered into effective as of the ____ day of _____, 2025 (“Effective Date”) between Oconee County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, operating through its Emergency Services Department (“OCES”) in relation hereto, and the South Union Volunteer Fire Department (“South Union VFD”), a non-profit corporation, organized and doing business under the laws of the State of South Carolina;

WHEREAS, that certain Real Property Lease Agreement (“Lease”), of even date herewith, between South Union VFD and County generally allows County / OCES to occupy property owned by South Union VFD and which is located at 111 Fire Station Road, Westminster, South Carolina (the “Station”), for purposes of operating a station from which to provide fire control, emergency response, and related services; and

WHEREAS, due to a reduction in South Union VFD volunteer enlistment and response, the County intends to operate out of the Station for purposes of augmenting the fire control and emergency response services provided by South Union VFD, and South Union VFD desires that the County provide such services;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, County and South Union VFD hereby agree as follows:

1. **Term.** This MOU is effective as of the Effective Date and shall end October ____ 2035 (the “Term”). The Term shall automatically extend for successive five (5) year periods, up to a maximum of three (3) such five (5) year extensions. Notwithstanding the foregoing, this MOU may be terminated by either party upon at least ninety (90) days’ written notice. Termination

of this MOU has no effect on the Lease.

2. Operations.

- a. All command and control activities during incident response will be performed in a manner consistent with the National Incident Management System.
- b. South Union VFD will be directly affiliated with OCES and shall operate under its Fire Department Identifier number (FDID-37501).
- c. South Union VFD shall no longer operate under an independent fire chief, but shall follow the direction of the OCES Fire Chief or his designee.
- d. All fire control and emergency service activities shall be conducted in a manner consistent with established OCES practices and procedures.
- e. OCES shall provide training for personnel.
- f. South Union VFD may retain its corporate and business names, along with its unit number (15), and any identifying logos it currently uses. For donation purposes, South Union VFD may maintain its 501(c)(3) status, and any donated monies will be used for the sole benefit of the volunteer firefighters.
- g. Barring an event beyond its control, OCES shall staff the Station with County personnel twenty-four (24) hours per day and seven (7) days per week.
- h. South Union Fire Department understands that the assigned staffing has responsibility to ensure that other departments within the southern region of the County have equipment ready to respond. Oconee County Emergency Services will be assigned to South Union, but may be out of the station to check another stations equipment and or respond to calls within one of the regional volunteer districts.
- i. OCES will accept all current South Union VFD volunteers as Oconee County volunteer

firefighters, subject to customary onboarding processes, and OCES shall engage in additional volunteer recruitment.

- j. The parties agree to meet at least annually to evaluate the state of operations.

3. **Real and Personal Property.**

- a. In addition to the Lease, referenced above, South Union VFD hereby agrees to transfer all department-owned equipment, including PPE and vehicles¹, to County. Oconee County also agrees to maintain the department's equipment, including PPE and vehicles that are transferred until a time that Oconee County determines that such equipment is due for replacement / removal from service. **As to equipment removed from service, the County will ensure that the Station remains appropriately equipped with necessary and appropriate equipment to mitigate emergencies.**
- b. Any damage and wear caused by County Personnel to South Union VFD real or personal property, which has not been transferred to County, **will be repaired or replaced upon mutual agreement by County and South Union VFD, which agreement shall not be withheld by either party unreasonably or in an untimely manner.**
- c. Nothing in this MOU shall be deemed to alter the provisions of the Lease.

- 4. **Insurance.** Subject to the terms of the Lease, each party shall maintain insurance coverage for general liability, workers' compensation, premises, automobile, and other such coverage as may be required by law or deemed advisable by the respective party. Neither party shall be responsible for insuring the interests of the other.

- 5. **Indemnification.** To the extent permitted by law, each party shall be solely responsible for the

¹ Vehicles to be transferred to County include the following: 2016 Ford F250 1FT7W2B62GEC25477 (Squad 15); 2004 Ford F550 1FDAF57P54ED94098 (Brush 15); 2000 Ford E250 1FDWE35L1YHA57669 (Service 15); 2008 Chevrolet Suburban 2500 3GNGK26K28G312901 (Car 15).

acts and omissions of its respective employees, officers, and officials, and for any claims, lawsuits, and payment of damages that arise from activities of its employees, officers, and officials. No right of indemnification is created by this MOU, and the parties expressly disclaim such. The provisions of this MOU shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this Agreement.

6. **Record Keeping.** Each party shall maintain records related to its work in a manner consistent with its record retention policy, the South Carolina Freedom of Information Act, and all applicable local, state, and federal law.

7. **Notices.** Notices given in relation to this MOU shall be delivered to the following:

As to County:

Chris Smith, OCES Fire Chief
Oconee County Emergency Services
Physical Address: 216 Emergency Lane, Westminster, SC 29693
Mailing Address: 415 South Pine St, Walhalla SC 29691
Office # 864-638-4220
csmith@oconeesc.com

As to South Union VFD:

South Union Volunteer Fire Department
111 Fire Station Rd
Westminster, SC 29693
Attn. Sean Peschier

8. **Severability.** Should any part of this MOU be deemed unenforceable by a court of competent jurisdiction, the remainder shall continue in full force.

9. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

IN WITNESS THEREOF, the parties have caused this MOU to be executed and delivered effective as of the Effective Date.

Witnesses:

Oconee County, South Carolina

(Witness)

By: _____
Amanda F. Brock
Oconee County Administrator

Date: _____

Witness:

Oconee County Emergency Services

(Witness)

By: _____
Christopher Smith
Fire Chief

Date: _____

Witness:

South Union Volunteer Fire Department

(Witness)

By: _____
Its: _____

Date: _____

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: October 7, 2025
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Request for Council's approval for the submission of the second round of the Fiscal Year 2025-2026 Oconee County Opioid Recovery Fund Application to the South Carolina Opioid Recovery Fund (SCORF) Board.

BACKGROUND DESCRIPTION:

- The Opioid Recovery Fund is settlement funding through a yearly requisition process to the State of South Carolina Opioid Recovery Fund (SCORF) Board.
- The abatement strategies, or, proposed projects are approved by the SCORF Board after requests for funding and yearly strategies have been submitted to them.
- Once abatement strategies and funding are approved by SCORF, awarded funds are sent to Oconee County for program implementation.
- The application, includes the request for funding, in the amount of \$204,302.00, for the LEAD program for the Sheriff's Office and community support for Tamassee DAR Starlight Program and Prisma Health's Mobile Integrated Health Program.
- The County's current available amount is \$2,627,091.96.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

These applications have been reviewed and approved by the Oconee County Opioid Response Task Force for Council consideration.

FINANCIAL IMPACT [Brief Statement]:

The is no match requirement for this grant.

ATTACHMENTS

Oconee County Opioid Task Force Funds Requested v. Funds Approved Table
Community Support Applications

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council approve the submission of the second Oconee County Opioid Recovery Fund application to the South Carolina Opioid Recovery Fund Board.

Submitted or Prepared By:

Approved for Submittal to Council:

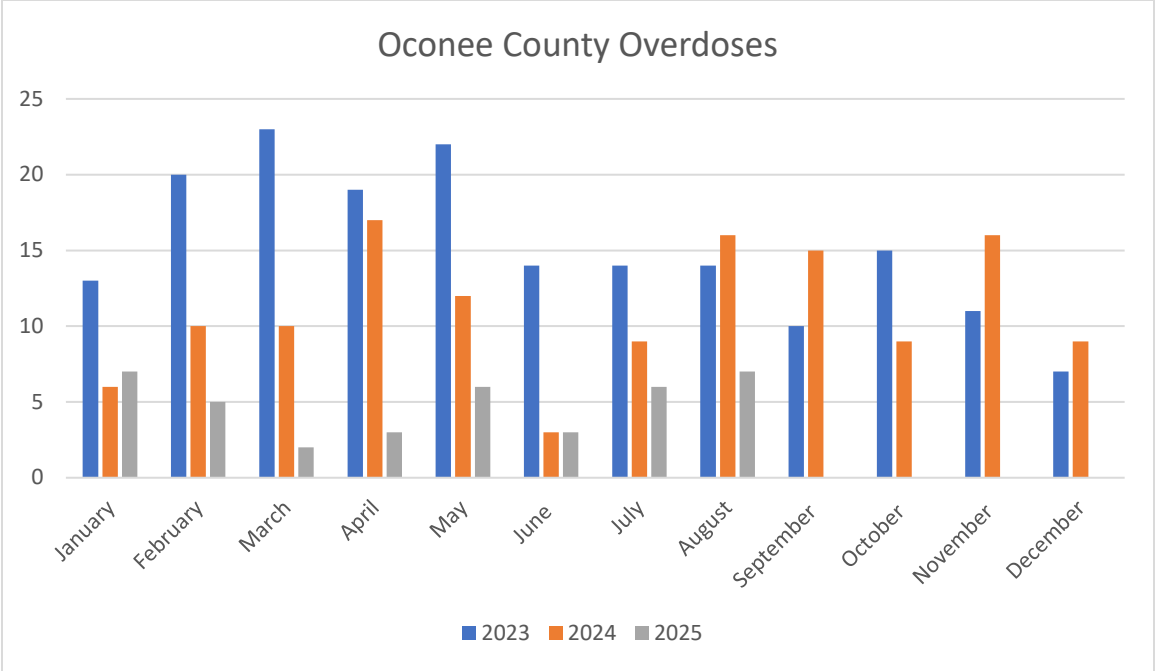
Zac Smith, Opioid Response Coordinator

Amanda F. Brock, County Administrator

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

South Carolina Opioid Recovery Fund
Guaranteed Political Subfund - Oconee County, SC

Applicant	Funds Requested	Project Description	Amount Eligible	Opioid Task Force Recommendation
Tamassee DAR	\$ 112,202.00	Treatment and Recovery Support for Women with Children	\$ 112,202.00	\$ 112,202.00
Oconee County Sheriff's Office	\$ 7,100.00	L.E.A.D Program - Prevention education in schools	\$ 7,100.00	\$ 7,100.00
Oconee County Detention Center	\$ 506,963.00	Provide treatment to individuals with OUD who are incarcerated in jail	TBD	\$ -
Prisma Health	\$ 85,000.00	Preventative Programs	\$ 85,000.00	\$ 85,000.00
	\$ 711,265.00		\$ 204,302.00	\$ 204,302.00
			Total	\$ 204,302.00





Oconee County, South Carolina

Opioid Response Community Support Request Form



General

This form should be filled out by organizations requesting financial assistance from the Oconee County Opioid Response Fund. Please contact the Oconee County Opioid Response Coordinator at (864) 638-4200, if you need any assistance. The most recent audited financial statements and a non-profit determination letter from the IRS or State will need to be provided along with this request.

Oconee County Opioid Recovery Funds

The Oconee County Opioid Recovery Funds are guaranteed political sub-funds that are managed by the South Carolina Opioid Recover Fund (SCORF) Board. The Board was created by legislation as a requirement of the South Carolina Opioid Settlement Allocation Agreement to manage and disperse funds to eligible entities.

All funds must be used for one or more of the approved opioid remediation uses, which are categorized into Core Abatement Strategies and Approved Uses. The Core Abatement Strategies are:

- Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdoses;
- Medication-Assisted Treatment ("MAT") Distribution and Other Opioid-Related Treatment;
- Pregnant and Postpartum Women;
- Expanding Treatment for Neonatal Abstinence Syndrome ("NAS");
- Expansion of Warm Handoff Programs and Recovery Services;
- Treatment for Incarcerated Population;
- Prevention Programs;
- Expanding Syringe Service Programs; and
- Evidence-Based Data Collection and Research Analyzing the Effectiveness of the Abatement Strategies within the State.

The Approved Uses are evidence-based or evidence-informed programs or strategies that are divided into three categories:

- Treatment,
- Prevention, and
- Other Strategies.

Additional information regarding the Core Abatement Strategies and Approved Uses, may be found at <https://scorf.sc.gov/opioid-recovery-fund-uses>. Applications which do not directly address the approved abatement strategies and uses will not be considered for funding.

Organization Requesting Funding:	Oconee County Sheriff's Office		
Form of Legal Organization:	Governmental	State/Federal ID Number:	
Total Request:	\$7,100.00	One-Time or Recurring:	Student Books Recurring

Organization's Mission Statement

We are committed to making Oconee a safe place to live, work and play. We will proactively enforce our laws with high standards of professionalism, accountability and trust.

Website:	www.oconeelaw.com	Year Organization was Founded:	
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Contact Information

Contact Name (s):	Jimmy Dixon		
Mailing Address:	300 S. Church Street / Walhalla, SC 29691		
Phone Number:	864-557-5539	Fax Number:	
E-mail:	jdixon@oconeelaw.com		

Purpose of Request:

The Oconee County Sheriff's Office, through our School Resource Officers, is committed to educating our youth concerning the use of illegal drugs whether prescription or non-prescription. We have certified 11 of our School Resource Officers to teach LEAD (Law Enforcement Against Drugs On The Street And In The Classroom). LEAD is an evidence-based prevention program for public schools in grades K-12. (See attached letter)

Approved Abatement Strategies:

Preventionm Program

1. Funding for evidence-based prevention programs in schools.

Approved Use(s):

1. Cost for certifying instructors to teach the program
2. Cost for the classroom books and kits

Implementation Plan:

Classes will be taught by LEAD certified School Resource Officers during the academic school year.

[illegible]

Conflict of Interest Disclosure:

Supporting Documentation

Please provide additional information or supporting documentation which will assist Oconee County in the evaluation of this grant request. PDF Format is preferred.

Certifications and Assurances

On behalf of my organization, in support of the application for Opioid Recovery Funds, I certify that all of the following are true and correct:

1. I have the authority within my organization to make the following representation on my own behalf and on behalf of the applicant. I understand that these representations will be relied upon as material in any Oconee County decision to make an award, under the application described above.
2. I certify that no funds made available by the award (if any) that Oconee County makes based on the application described above will be used to supplement other funds, but will be used to increase the amount of such funds that would, in the absence of an award, be made available for opioid recovery efforts.
3. I assure that the application described above (and any amendment to that application) was submitted for review to any board or committee, if applicable, not less than 30 days before the date of this certification.
4. I assure that, for each fiscal year of the award (if any) that Oconee County makes based on the application described above, the applicant will maintain and report such data, records and information (programmatic and financial), as Oconee County may reasonably require.
5. I have carefully reviewed the approved abatement strategies and approved uses, under the South Carolina Opioid Recovery Fund and the South Carolina Opioid Recovery Act, and the program detailed in the application above directly addresses the opioid crisis and will not be used for any other purpose.


Signature of Applicant


Date


Printed Name of Representative


Title

Captain Jimmy Dixon
Oconee County Sheriff's Office
300 S. Church Street
Walhalla, SC 29691

Dear Captain Dixon,

On behalf of L.E.A.D. (Law Enforcement Against Drugs and Violence), I am writing to share information relevant to the South Carolina Opioid Recovery Fund Board's Approved Uses and to highlight how L.E.A.D.'s proven prevention programs align with your community's goals and the State's funding priorities.

As cited on the South Carolina Opioid Recovery Fund website, approved uses are evidence-based or evidence-informed strategies divided into three key categories. Notably, the Prevent of Misuse of Opioids is an approved as it directly supports school-based prevention efforts from G.8 and G.9 as listed below:

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
 9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and appear likely to be effective in preventing the uptake of opioids.
- (Source: SCORF Approved Uses (<https://scorf.sc.gov/fund-uses/approved-uses>))

For more than ten years, L.E.A.D. has proudly delivered high-quality instructor training and ongoing end-to-end support to ensure successful implementation and sustainability. L.E.A.D. offers evidence-based prevention education nationwide. Our program utilizes the Too Good curricula, which have undergone rigorous, independent evaluation studies using randomized treatment-control group designs. These studies—published in peer-reviewed journals and presented at national evaluation conferences—consistently demonstrate the effectiveness of Too Good in strengthening students' skills, attitudes, intentions, and behaviors related to substance use prevention.

Key highlights of the Too Good evaluation and recognition include:

- Rated as a Model Program by the Substance Abuse and Mental Health Services Administration (SAMHSA)
- Reviewed and rated by the National Registry of Evidence-based Programs and Practices (NREPP)
- What Works Clearinghouse recognition for demonstrating positive effects on behavior
- Supported by robust evaluation instruments, including pre-tests and post-tests to measure

KENNETH HATLEY
CHAIRMAN



RICHARDAS R. DE MAURO
EXECUTIVE DIRECTOR &
CHIEF EXECUTIVE OFFICER

student progress and program impact

L.E.A.D. stands ready to assist the Oconee County Sheriff's Office in leveraging these approved uses of the Opioid Recovery Fund to expand evidence-based prevention education throughout your schools and community. We would welcome the opportunity to support your team in implementing effective strategies that help prevent opioid misuse and protect the health and safety of your youth.

Thank you for your continued leadership and dedication to protecting the people of Oconee County. We look forward to working with you in the implementation of L.E.A.D. programming to advance our shared mission of reducing opioid misuse and supporting safe, healthy communities.

Please feel free to reach out to me directly at 201-745-2617 or jzeigler@leadrugs.org.

Sincerely,

Julie Ann Zeigler
Regional Director for South Carolina
Executive Vice President of Programs



"On The Street and In The Classroom"

CELEBRATING 10 YEARS OF SUCCESS



**L.E.A.D.'S TESTED, PROVEN, AND EFFECTIVE
DRUG AND VIOLENCE PREVENTION PROGRAM
TAUGHT BY YOU IS AN IMPORTANT PART OF
YOUR COMMUNITY OUTREACH STRATEGY!**

EVIDENCE-BASED

Our strategic relationship with the Mendez Foundation provides L.E.A.D. with evidence-based curricula developed and maintained by prevention specialists.

-  **SCIENTIFICALLY TESTED**
-  **FUN AND ENGAGING**
-  **COMMUNITY BUILDING**
-  **FULL SERVICE PARTNERSHIP**

The L.E.A.D. school-based prevention program is an approved use of opioid settlement funds.



SCAN HERE



Program Team
Office: 609.259.2500
programs@leadrugs.org
LEADrugs.org/contact-us

    **@WEARELEAD**

CONTACT US!

PROGRAM FEATURES

- ✓ FULLY SCRIPTED LESSONS
- ✓ ASSESSMENT & EVALUATION TOOLS
- ✓ ENHANCED COOPERATIVE LEARNING
- ✓ BUILT-IN CLASSROOM MANAGEMENT
- ✓ PARENT COMPONENT



SKILL DEVELOPMENT

- ✓ SETTING REACHABLE GOALS
- ✓ MAKING RESPONSIBLE DECISIONS
- ✓ IDENTIFYING & MANAGING EMOTIONS
- ✓ COMMUNICATING EFFECTIVELY
- ✓ BONDING WITH PRO-SOCIAL OTHERS

“Getting into the classroom with the students as I teach them vital life skills and how to avoid drugs and violence will show them that the police do care about their wellbeing and about others in general.”

Charles Danker, Assistant Chief of Police, Lincoln County, Oklahoma



**PROUD
PARTNERS**



SAFER
SCHOOLS
TOGETHER



NASRO
National Association of
School Resource Officers

THE world's leader in school-based policing



LEAD. Inc.
5 S Main St
Allentown, NJ 08501
6092592500
billing@leadrugs.org
www.leadrugs.org



Estimate

ADDRESS

Oconee County School District
414 South Pine Street
Walhalla, SC 29691

SHIP TO

Oconee County School
District
414 South Pine Street
Walhalla, SC 29691

ESTIMATE # 1037

DATE 08/01/2025

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Too Good for Drugs Grade 5 Large Kit 2024 Edition (For classrooms of up to 30 students)	10	355.95	3,559.50
	Too Good for Drugs Grade 5 2024 Edition Student Workbooks - (Pack of 30)	17	54.95	934.15
	Too Good for Drugs Grade 5 SPANISH 2024 Edition Student Workbooks - (Pack of 5)	6	14.95	89.70
SUBTOTAL				4,583.35
SHIPPING				458.34
TOTAL				\$5,041.69

Accepted By

Accepted Date

Payment Instructions:

By Check:

Pay to LEAD Inc., 1100 5th Avenue S, Naples, FL 34102

By ACH:

Bank Name: Bank of America; ABA: 026009593,

Account Name: Law Enforcement Against Drugs, Inc., Account #: 381042410623

DIRECT AID CERTIFICATION AND FUNDING REQUEST FORM

Oconee County, South Carolina

Fiscal Year 2025-2026 Budget

Complete and return to: _Finance@OconeeSC.com

Direct Aid Certification Form

PLEASE READ AND CERTIFY THE FOLLOWING BEFORE COMPLETING THE REQUEST FORM BELOW.

ORDINANCE 2025-01 -FISCAL YEAR 2025-2026 BUDGET PROVISOS, SECTION 23

Oconee County distributes government funds to various non-county agencies, fire departments and non-profits, all of which are vital to our communities. In the current budget year, the County will distribute more than \$1.5 Million in funding to outside agencies and public safety departments.

As consistent increased oversight within the County's operations continues, those measures are now extended to all agencies in receipt of County funding.

- Require agencies to provide Secretary of State non-profit status (annually); submission of a recent IRS Form 990, audit, or banking statement; and complete a certification form for the use of County funds.
- A County employee shall provide purchasing management and oversight for all public safety divisions. This staff member is responsible for ensuring proper procurement policies are adhered to for all expenditures.

I certify that I have read and understand Section 23 above:

Signature:  Printed Name: Jimmy Dixon Date: 08/07/2025

Direct Aid Funding Request Form

Agency's Legal Name:	Oconee County Sheriff's Office				
Mailing Address:	300 S. Church St.	City:	Walhalla	State:	SC
		Zip:	29691		
Legal Form of the Agency:	County Government		Federal ID Number:		
Agency's Primary Function:	Law Enforcement				
TOTAL REQUEST:	\$ 7,085			Did agency get prior year funding?	<input type="radio"/> Yes <input checked="" type="radio"/> No

Contact Information	
Primary Contact	Alternate Contact
Name: Jimmy Dixon	Name:
Phone: (864) 557-5539	Phone:
Mobile: (864) 557-5539	Mobile:
Fax:	Fax:
E-mail: jdixon@oconeelaw.com	E-mail:

Purpose of Funds
Evidence-based school prevention program

Expenditure Breakdown <i>Examples: salary and fringe, operational costs, capital purchases, etc.</i>	Amount (in whole dollars)
LEAD Instructor Certification and Classroom Materials	
LEAD Instructor Certification x 10	\$ 2,500
Too Good for Drugs Classroom Kits x 10	\$ 3,560
Too Good for Drugs Student Workbooks x 17	\$ 935
Too Good for Drugs Spanish Student Workbooks x 6	\$ 90
Expenditure Breakdown Total	\$ 7,085

FOR OCONEE COUNTY FINANCE DEPARTMENT USE ONLY	
Check to confirm that the required document was received and both of the above forms were completed.	<input type="checkbox"/> Secretary of State Non-Profit Status <input type="checkbox"/> Completed Direct Aid Certification Form (above) <input type="checkbox"/> Completed Direct Aid Funding Request Form (above)
Check to confirm that at least one of these required documents was received.	<input type="checkbox"/> Recent IRS Form 990 <input type="checkbox"/> Audit <input type="checkbox"/> Banking Statement



Oconee County, South Carolina
Opioid Response Community Support Request Form



General

This form should be filled out by organizations requesting financial assistance from the Oconee County Opioid Response Fund. Please contact the Oconee County Opioid Response Coordinator at (864) 638-4200, if you need any assistance. The most recent audited financial statements and a non-profit determination letter from the IRS or State will need to be provided along with this request.

Oconee County Opioid Recovery Funds

The Oconee County Opioid Recovery Funds are guaranteed political sub-funds that are managed by the South Carolina Opioid Recover Fund (SCORF) Board. The Board was created by legislation as a requirement of the South Carolina Opioid Settlement Allocation Agreement to manage and disperse funds to eligible entities.

All funds must be used for one or more of the approved opioid remediation uses, which are categorized into Core Abatement Strategies and Approved Uses. The Core Abatement Strategies are:

- Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdoses;
- Medication-Assisted Treatment ("MAT") Distribution and Other Opioid-Related Treatment;
- Pregnant and Postpartum Women;
- Expanding Treatment for Neonatal Abstinence Syndrome ("NAS");
- Expansion of Warm Handoff Programs and Recovery Services;
- Treatment for Incarcerated Population;
- Prevention Programs;
- Expanding Syringe Service Programs; and
- Evidence-Based Data Collection and Research Analyzing the Effectiveness of the Abatement Strategies within the State.

The Approved Uses are evidence-based or evidence-informed programs or strategies that are divided into three categories:

- Treatment,
- Prevention, and
- Other Strategies.

Additional information regarding the Core Abatement Strategies and Approved Uses, may be found at <https://scorf.sc.gov/opioid-recovery-fund-uses>. Applications which do not directly address the approved abatement strategies and uses will not be considered for funding.

Organization Requesting Funding:	Tamassee DAR School		
Form of Legal Organization:	501c3	State/Federal ID Number:	57-6000973
Total Request:	\$112,202	One-Time or Recurring:	Recurring Annually
Organization's Mission Statement			
<p>Tamassee recently revised our vision and mission statements. Vision Statement: empowering today's families and students for tomorrow's journey. Mission Statement: Tamassee is a place to belong where everyone experiences the peace of God, to heal where mothers and children embrace holistic recovery and long-term success, and to grow where students engage a passion for learning and exceptional citizenship. Our faith statement is available upon request. Our values include: 1) we inspire family; 2) we never stop learning; 3) we maximize every resource and opportunity; 4) we own our excellence; 5) we have fun.</p>			
Website:	www.starlight.tdarschool.org	Year Organization was Founded:	1919
Contact Information			
Contact Name (s):	The Rev. Jonathan Holland		
Mailing Address:	PO Box 8 / 1925 Bumgardner Drive, Tamassee, SC 29686		
Phone Number:	864-944-1390	Fax Number:	864-944-0097
E-mail:	jholland@tdarschool.org		
Purpose of Request:			
<p>Tamassee DAR School offers the following programs: a residential recovery community for mothers with children (called Starlight); a DSS licensed Early Learning Center for infants to 4K students; and an Afterschool and Summer Day Camp for elementary school students. This funding request is for Starlight at Tamassee to support mothers who are in recovery from opioid use in our program. Starlight offers a faith-infused, family-centered, therapeutic community with holistic, evidence-based, trauma-informed services. See the included description of the Starlight program and its services. The goal of Starlight at Tamassee is to promote family healing and generational change for those we serve.</p>			
Approved Abatement Strategies:			
<ul style="list-style-type: none"> • Other Opioid-Related Treatment / Recovery Services. Since its inception in 2022, 39% of the 67 applicants to Starlight at Tamassee report significant opioid use. Our program and services empower mothers to find lasting freedom from addiction through evidence-based modalities, professional therapeutic relationships, and peer support community. • Pregnant and Postpartum Women. A previous Starlight mother delivered her baby while in our program and seven mothers brought infants with them to the program. One current Starlight mother is due in November. Our parenting staff and teachers support these mothers in their parenting. • Prevention Programs. Our recovery services focus on relapse prevention. Our parenting programming and coaching strengthen protective factors in mothers and children to break generational cycles of use. Our education programs empower children's academic readiness and performance. 			
Approved Use(s):			
<ul style="list-style-type: none"> • Treatment. Starlight uses the Change Companies Motivational, Educational, Experiential Interactive Journals, an evidence-based, cognitive-behavioral therapeutic approach to recovery that draws on the trans-theoretical model of change and motivational interviewing, and we use the Genesis Process, an integrated, holistic model that draws on brain science, biblical principles, the 12 Steps, cognitive-behavioral therapy, motivational interviewing, inner healing prayer, and relational accountability to heal the root causes of destructive behavior and to nurture sustainable relapse prevention. Moms participate in recovery meeting with Recovery Alive and FAVOR Upstate. • Prevention. Starlight uses the Circle of Security and Love and Logic to empower mothers to bond with their children and establish healthy boundaries and consequences to instill pro-social behavior in both kids and moms. With weekly classes, coaching, and counseling, moms receive the support they need to build protective factors in their families. Moms become the most powerful and effective change agent in their children's lives. 			

Implementation Plan:	
As of August 2025, Starlight has served a total of 17 mothers and their children. Of the seven current residents, two are in recovery from opioid use. Thus, staff are currently spending 28% of their time working with moms with opioid use history and using the approved abatement strategies listed above. The CEO spends 20% of his time working with Starlight moms in groups, including those in recovery from opioid use. Our fall admission cycle is open with 5 applicants reporting opioid use. See the addendum with an overview of the Starlight program.	
Measurable Outcomes:	
<ul style="list-style-type: none"> Starlight served 9 families in 2024 and achieved the following outcomes. <ul style="list-style-type: none"> 100% of Starlight mothers maintain sobriety from their primary drug of use while enrolled in Starlight. 100% of Starlight mothers completed the majority of their Care Plan goals. Starlight provided over 500 hours of counseling to Starlight mothers. Starlight provided over 1,200 hours of recovery services to Starlight mothers. Starlight provided over 1,800 hours of parenting groups and coaching to Starlight mothers. Starlight provided over 1,400 hours of family bonding activities to Starlight families. Starlight provided over 2,000 hours of life skills development to Starlight mothers. Starlight provided over 1,000 hours of spiritual growth opportunities to Starlight mothers. Starlight mothers reported 95% satisfaction with the program on anonymous surveys. Starlight saw its first family reunification in August 2024. Starlight has celebrated five graduates as of this writing. <ul style="list-style-type: none"> Starlight graduates improved their recovery skills by 235%. Starlight graduates improved their spiritual growth practices by 170%. Starlight graduates improved their emotional and relational skills by 139%. Starlight graduates improved their parenting skills by 55%. Starlight graduates improved their life skills by 83%. 100% of Starlight children at our Early Learning children met expectations in all six developmental benchmarks. 60% or more of Starlight children at Early Learning exceeded expectations in 3 out of 6 benchmarks. 95% of Afterschool students (including 1 Starlight child) improved in reading and math by more than a full grade level. 	
Expenditure Details:	
Provide a detailed description of how funds will be spent; for example: salary, supplies, equipment, capital items, etc.	
Description:	Amount:
See brief job descriptions for each position on page 7.	
Starlight Program Officer, Salary Range of \$65,000 - \$75,000 at 28%	\$19,600
Recovery & Family Counselor, Salary Range of \$45,000 - \$55,000 at 28%	\$14,000
Community Life Coordinator, Salary Range of \$40,000 - \$48,000 at 28%	\$12,320
Community Life Assistant, Salary Range of \$30,000 - \$36,000 at 28%	\$9,240
Chief Executive Officer, Salary of \$109,284 at 20%	\$21,857
Fringe Benefits for Positions (\$87,961.63) at 40%	\$35,185
Total	\$112,202
Note: the \$23,000 previously approved in 2025 covers non-personnel program costs.	
Estimated Number of Persons Affected by Proposed Program	Total
Children (Up to 18 Years of Age)	11 – 20
Pregnant / Postpartum Women	1 – 3
Incarcerated Individuals	0
Adults with Opioid Use Disorder	3 – 6
Adults Associated with Individuals Who Have Opioid Use Disorder	20+
First Responders and Medical Professionals	

Other Funding Resources:			
Description:		Amount:	
Donated Support (individual/business contributions, grants, legacies)		\$1,150,000	
Fees and Aid (Education Program Fees, CACFP, First Steps 4K, ABC Vouchers, etc.)		\$217,250	
Investment Income		\$442,000	
Productive Enterprise (Thrift Store, Forestry)		\$350,000	
Other (PR Sales, Rentals, ERC)		\$518,126	
Tamassee DAR School Total 2025 Income Budget		\$2,677,376	
Timeline:			
Project Start Date:	June 2022	Project End Date:	Ongoing
Starlight has two admission cycles each year, in the spring and in the fall, enrolling three to five families per cycle. Moms may spend up to three years in the Starlight community.			
Conflict of Interest Disclosure:			
Jonathan Holland submits this request on behalf of Tamassee, and he also serves on the Oconee County Opioid Response Taskforce. He will recuse himself from evaluation, discussion, and decision making regarding Tamassee's funding request.			


Supporting Documentation

Please provide additional information or supporting documentation which will assist Oconee County in the evaluation of this grant request. PDF Format is preferred.

Certifications and Assurances

On behalf of my organization, in support of the application for Opioid Recovery Funds, I certify that all of the following are true and correct:

1. I have the authority within my organization to make the following representation on my own behalf and on behalf of the applicant. I understand that these representations will be relied upon as material in any Oconee County decision to make an award, under the application described above.
2. I certify that no funds made available by the award (if any) that Oconee County makes based on the application described above will be used to supplement other funds, but will be used to increase the amount of such funds that would, in the absence of an award, be made available for opioid recovery efforts.
3. I assure that the application described above (and any amendment to that application) was submitted for review to any board or committee, if applicable, not less than 30 days before the date of this certification.
4. I assure that, for each fiscal year of the award (if any) that Oconee County makes based on the application described above, the applicant will maintain and report such data, records and information (programmatic and financial), as Oconee County may reasonably require.
5. I have carefully reviewed the approved abatement strategies and approved uses, under the South Carolina Opioid Recovery Fund and the South Carolina Opioid Recovery Act, and the program detailed in the application above directly addresses the opioid crisis and will not be used for any other purpose.


 Signature of Applicant

Jonathan M. Holland
 Printed Name of Representative

August 25, 2025
 Date

Chief Executive Officer
 Title



Introduction

For over 100 years, Tamassee DAR School has empowered young people to change the trajectory of their lives through values-based education. First as a private boarding school, then as a children's home, and now as a family recovery community and education center, Tamassee has loved and educated thousands of children, who stepped out of generational cycles of brokenness to create a new future for themselves and their families.

Today, substance use disorder (SUD) is a leading cause of family disruption and a significant adverse childhood experience (ACE). When SUD is present in a family, domestic violence, abuse and neglect of children, housing instability, poverty, and sexual exploitation are often present as well. Children with these ACEs have an increased likelihood of adopting high-risk behaviors as adults, thus continuing harmful patterns in the family.

Starlight at Tamassee offers children and mothers time and services to heal from trauma, build sustainable recovery, bond as a family, and achieve long-term positive outcomes. Starlight is a multi-year community providing therapeutic and substance use recovery services, family restoration and preservation services, emotional and life skill development, spiritual growth, and education and job skill development.

Starlight is guided by three bright lights: connection; compassion; and hope. We are wounded in relationships, and we heal in relationships. Learning to trust and be loved over time by healthy people and by God are essential. Since most serious addiction is rooted in trauma, healing these wounds in a compassionate and caring environment is key to recovery. We must treat more than symptoms; we must heal the cause. We believe healing is possible. We offer our families the hope of a lifelong journey in successful recovery.

Need

The need for Starlight is overwhelming. Since the program's inception, sixty-seven (67) mothers have applied.

- 100% of applicants report substance use, and 39% report opioid use.
- 88% of applicants are survivors of domestic violence.
- 63% of applicants are survivors of sexual abuse.
- 79% of applicants report a mental health diagnosis.
- 96% of applicants have lived in poverty.
- 98% of applicants have experienced housing instability.

Program Overview

Starlight is driven by a passion for family restoration and generational healing. Families live in community in one of Tamassee's residential cottages on our campus along SC Highway 11. The program components include counseling, recovery, parenting, life skills, spiritual growth, education, and career development.

Individual counseling with our staff counselor focuses on each woman's unique needs, works to heal traumatic experiences, develops coping skills, and promotes family restoration and bonding. Group counseling for mothers addresses anger management, grief and loss, codependence, and more. Therapeutic activities with children allow them to heal from trauma and build resilience.

To empower recovery from substance use and other addictive behaviors, Starlight utilizes evidence-based group curricula and 12-Step groups to address the root causes of destructive behaviors, develop each mom's capacity to recognize and prevent relapse, build a recovery support network, and achieve lasting freedom.

Parenting supports allow moms to restore relationships with their children, bond, and learn to parent successfully. Evidence-based, trauma-informed curricula and parenting coaching with staff instill family-changing parenting skills. Families have plenty of opportunities to play together so they bond and so children learn to be kids again. Tamassee will also advocate for mothers seeking to regain custody of their children.

In all its program elements, Starlight is faith-infused, creating a healing community where families find wholeness in Jesus. Daily devotions, weekly spiritual growth group, weekly worship attendance, faith-informed curricula for recovery, parenting, and life skills – all invite moms to experience God’s love as the most powerful force for change in their lives.

Starlight empowers mothers to develop the life skills necessary to live independently and productively. From healthy cooking and exercise, to home management and car care, from financial literacy and time management, to healthy relationships and community service, life skills are taught, modeled, and nurtured through daily life and community living as well groups and trainings.

For mothers to achieve stability, security, and independence, they must secure employment and a living wage. That means education and job skills. Tamassee will support mothers to earn a GED when needed, learn soft skills through on-campus jobs, identify a career pathway and training with SC Works and/or SC Vocational Rehabilitation, enroll at Tri-County Technical College when needed, and secure internships and job placements.

Starlight children participate in Tamassee’s specialized educational programs. Infants to preschoolers attend our Early Learning Center, which uses a premier child development curriculum and an evidenced-based, trauma-informed approach to social-emotional learning and behavior management. This ensures each classroom is academically stimulating, and every child is developing on pace to enter kindergarten ready to learn. Elementary age children attend our Tamassee-Salem Elementary School, and receive tutoring, citizenship development, resiliency skill development, and enrichment activities in our Afterschool and Summer Day Camp program.

Distinctives

Four components make Starlight unique.

- First, most residential recovery programs are thirty days to six months. Because it takes the brain much longer to heal, Starlight is a multi-year program to give moms the time and support they need to achieve long-term sobriety.
- Second, many residential recovery programs primarily focus on recovery. Starlight offers holistic services to promote health in every area where families need support.
- Third, very few residential recovery programs serve families. Lasting success increases when mothers learn to parent sober in a supportive environment.
- Fourth, Tamassee offers children on-campus education in therapeutic classrooms, counseling services, and parenting and family services so children heal alongside their mothers, thus increasing the likelihood of generational change.

Staff

The Starlight staff team includes the following positions.

- The **Recovery Program Officer** (RPO) oversees the entire Starlight program. She has a master’s degree, licensure in addiction, and over twenty years of experience. She leads recovery programming and group counseling.

- The **Recovery and Family Counselor** offers individual and group counseling with moms and facilitates selected therapeutic activities with families. She reports to the RPO and works with the other staff and outside providers. She has a master's degree in counseling and is currently pursuing licensure.
- The **Family Advocate and Case Manager** supports the application and admissions process, manages Starlight cases, interacts with outside partners for case management, advocates alongside mothers with outside entities, and leads selected programming.
- The **Parenting and Family Coach** leads parenting groups, offers coaching to mothers, and helps plan and lead parent-child bonding and other activities. She works with Starlight and Education staff. She has a master's degree and experience in childcare and education.
- The **Child Life Specialist** leads therapeutic sessions and activities with Starlight children, works alongside the PFC and Education staff, and supports program administration. She has extensive relevant experience in the field.
- The **Community Life Coordinator** and **Community Life Assistant** support the day to day running of the program, coordinates volunteers, and leads selected programming. CLC has a bachelor's degree, and both have relevant experience.
- The **Chief Executive Officer** oversees all the programs and departments at Tamassee. He actively supports Starlight staff and leads recovery and spiritual growth programming for Starlight. He has a master's degree and relevant experience.

Stages

Families progress through Starlight in four stages over three years.

- Stage 1 (3 months): settle into the life in the community.
 - Secure benefits and essential documents.
 - Learn essential community life and parenting skills.
 - Engage foundational programming.
- Stage 2 (9 months): deepen healing, recovery, and parenting.
 - Recovery programming and groups.
 - Individual and group counseling.
 - Parenting groups and coaching.
 - Life skills, interpersonal skills, spiritual growth.
- Stage 3 (4 – 12 months): career preparation
 - Recovery maintenance with parenting and counseling support.
 - Identify career pathway.
 - Begin needed education for career pathway.
 - Employed by Tamassee to learn soft skills and save for transitional living.
- Stage 4 (up to 12 months): independent, transitional living
 - On-campus independent living.
 - Recovery maintenance with parenting and counseling support.
 - Continued education and career development.
 - Work off campus



Oconee County, South Carolina

Opioid Response Community Support Request Form



General

This form should be filled out by organizations requesting financial assistance from the Oconee County Opioid Response Fund. Please contact the Oconee County Opioid Response Coordinator at (864) 638-4200, if you need any assistance. The most recent audited financial statements and a non-profit determination letter from the IRS or State will need to be provided along with this request.

Oconee County Opioid Recovery Funds

The Oconee County Opioid Recovery Funds are guaranteed political sub-funds that are managed by the South Carolina Opioid Recover Fund (SCORF) Board. The Board was created by legislation as a requirement of the South Carolina Opioid Settlement Allocation Agreement to manage and disperse funds to eligible entities.

All funds must be used for one or more of the approved opioid remediation uses, which are categorized into Core Abatement Strategies and Approved Uses. The Core Abatement Strategies are:

- Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdoses;
- **Medication-Assisted Treatment ("MAT") Distribution and Other Opioid-Related Treatment;**
- Pregnant and Postpartum Women;
- Expanding Treatment for Neonatal Abstinence Syndrome ("NAS");
- Expansion of Warm Handoff Programs and Recovery Services;
- Treatment for Incarcerated Population;
- Prevention Programs;
- Expanding Syringe Service Programs; and
- Evidence-Based Data Collection and Research Analyzing the Effectiveness of the Abatement Strategies within the State.

The Approved Uses are evidence-based or evidence-informed programs or strategies that are divided into three categories:

- Treatment,
- Prevention, and
- Other Strategies.

Additional information regarding the Core Abatement Strategies and Approved Uses, may be found at <https://scorf.sc.gov/opioid-recovery-fund-uses>. Applications which do not directly address the approved abatement strategies and uses will not be considered for funding.

Organization Requesting Funding:	Prisma Health - Upstate		
Form of Legal Organization:	Private, non-profit	State/Federal ID Number:	81-1723202
Total Request:	85,000.00	One-Time or Recurring:	One-time
Organization's Mission Statement			
Inspire Health, Serve with Compassion, Be the Difference.			
Website:	www.prismahealth.org	Year Organization was Founded:	2017
Contact Information			
Contact Name (s):	Kent Whitten		
Mailing Address:	298 Memorial Drive, Seneca, SC 29372		
Phone Number:	864-885-7581	Fax Number:	864-885-7578
E-mail:	Kent.whitten@prismahealth.org		
Purpose of Request:			
We want to expand our Mobile Integrated Health (MIH) team to aid in treatment of Opioid Use Disorder (OUD) by bridging the gap between non-fatal overdose and medication assisted treatment to facilitate long-term treatment in Prisma Health's Addiction Medicine group. We need to purchase a vehicle with branding, radios, and lighting – and – a cardiac monitor to provide community responses for this cause.			
Approved Abatement Strategies:			
911 Emergency Medical Service (EMS) calls for non-fatal overdoses can be treated prior to emergency department (ED) arrival with one-time administration of Buprenorphine. After care at the ED and discharge, MIH would contact the patient within 24 business hours to connect the patient to Prisma Health Addiction Medicine for treatment, hoping to break the cycle of addiction.			
Approved Use(s):			
Bridge the gap in recovery by providing navigation of healthcare barriers and connecting patients to definitive care. This would include medication delivery to the homes if needed, facilitation of transportation to medical appointments, field requested labwork, etc. all under the direction of a physician.			
Implementation Plan:			
Program is currently running. Our hope is to expand the service with this funding to provide this care to an expanded patient population. Prisma Health will fund the staff for this expansion of services.			

Expenditure Details:					
Provide a detailed description of how funds will be spent; for example: salary, supplies, equipment, capital items, etc.					
Description:				Amount:	
Capital: vehicle with branding, lighting, and communications				45,000.00	
Capital: Zoll cardiac monitor				40,000.00	
Estimated Number of Persons Affected by Proposed Program				Total	
Other Funding Resources:					
Description:				Amount:	
Total:					
Timeline:					
Project Start Date: 11/01/2025				Project End Date: 12/31/2032	
Project will continue through the lifespan of the vehicle and monitor.					

Conflict of Interest Disclosure:	

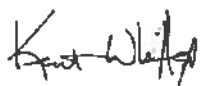
Supporting Documentation

Please provide additional information or supporting documentation which will assist Oconee County in the evaluation of this grant request. PDF Format is preferred.

Certifications and Assurances

On behalf of my organization, in support of the application for Opioid Recovery Funds, I certify that all of the following are true and correct:

1. I have the authority within my organization to make the following representation on my own behalf and on behalf of the applicant. I understand that these representations will be relied upon as material in any Oconee County decision to make an award, under the application described above.
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3. I assure that the application described above (and any amendment to that application) was submitted for review to any board or committee, if applicable, not less than 30 days before the date of this certification.
4. I assure that, for each fiscal year of the award (if any) that Oconee County makes based on the application described above, the applicant will maintain and report such data, records and information (programmatic and financial), as Oconee County may reasonably require.
5. I have carefully reviewed the approved abatement strategies and approved uses, under the South Carolina Opioid Recovery Fund and the South Carolina Opioid Recovery Act, and the program detailed in the application above directly addresses the opioid crisis and will not be used for any other purpose.



 Signature of Applicant

_____08/27/25_____
 Date

____Kent Whitten_____
 Printed Name of Representative

____Director – EMS Administration_____
 Title

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 7, 2025
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE: [Brief Statement]

Using Opioid Recovery Funds, the Oconee County Sheriff's Office is hoping to purchase a custom designed, special purpose trailer for the Pill Take-Back Program. The trailer is custom designed to have a high-security transportation vault inside for the secure storage of collected medications featuring multiple layers of security to prevent unauthorized access to those medications. In addition to the vault, the trailer will feature custom branding and logos designed to be eye-catching and educational, promoting the Pill Take-Back program and deterring unlawful use of opioids and prescription medications.

BACKGROUND DESCRIPTION:

The Oconee County Sheriff's Office does not currently have a way to securely transport and temporarily store (less than 12 hours) collected medications from the Pill Take-Back program. This unit will ensure that the medications are inaccessible to any unauthorized persons, as well as to bring a high visibility to the program in hopes of growing the amount of medications that are collected and properly disposed of. This will contribute to a reduction in opioid related abuse, as well as hopefully decreased the amount of prescription medications that are currently "on the street" and available to not only people with substances abuse disorders, but also children that may accidentally ingest those unused medications. The Oconee County Opioid Response Taskforce approved this project for council approval. After council approval, it will go to the South Carolina Opioid Recovery Fund Board for final approval.

SPECIAL CONSIDERATIONS OR CONCERNS: [only if applicable]

None

FINANCIAL IMPACT:

The MSRP for this trailer is \$64,164.05. However, by using North Carolina Sheriff's Association Procurement Contract 25-05-0521R, the cost is reduced to \$60,532.12. The funding for this trailer will be covered 100% by funds allocated through the Opioid Response Fund, which Oconee County received in July 2025. Therefore, this purchase will be fully funded without taxpayer funds being used.

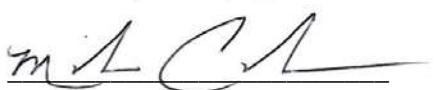
ATTACHMENTS

- A) MSRP Quote from Southeastern Specialty Vehicles indicated the full MSRP for this project
- B) Quote containing the price through the North Carolina Sheriff's Association, which is almost \$3,000 less than MSRP

STAFF RECOMMENDATIONS:

It is the recommendation of the staff to proceed with the project, especially considering that taxpayer funds are not being utilized for this project.

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:

Amanda F. Brock, County Administrator

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

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

<div>SOUTHEASTERN SPECIALTY VEHICLES, INC.</div> <div>911 Martin Creek Road, Henderson, NC 27537</div> <div>Office: 866-640-2028 Fax: 252-460-1503</div> <div>Email: info@ssvsales.com</div>	SOLD & TITLED TO:		September 12, 2025	
	<small>DATE</small>			
	County of Oconee			
	<small>PURCHASER'S NAME</small>			
	415 S. Pine St			
<small>STREET ADDRESS</small>				
Walhalla		SC	29691	
<small>CITY</small>		<small>STATE</small>	<small>ZIP</small>	
Sgt. Alan Sayre		864-710-8805		
<small>CONTACT</small>		<small>BUS. PHONE</small>		

PLEASE ENTER MY ORDER FOR THE FOLLOWING VEHICLE:				YEAR	2025	MAKE	Trailer
MODEL OR SERIES	BODY TYPE	Trailer	COLOR	White	TRIM	V.I.N.	TBD
TO BE DELIVERED ON OR ABOUT		April 2026		SALESMAN	Neal Craig		
				STOCK NO.			

CASH PRICE OF UNIT	\$64,164.05
F.O.B. FACTORY OR DESINATION:	FOB Henderson, NC
(1) Specially designed medication disposal trailer as noted in attached specifications and drawings	
As designed by Oconee County Sheriff's Office	
MSO/TITLE TO BE FILLED OUT AS FOLLOWS:	SEND MSO/TITLE TO:
SAME	SAME
PHONE:	

<u>USED VEHICLE TRADE-IN AND /OR OTHER CREDITS</u>		CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE:	\$64,164.05
MAKE OF TRADE-IN	N/A	STATE AND LOCAL TAXES	Customer
YEAR	MODEL	LICENSE, LICENSE TRANSFER, TITLE REGISTRATION FEE	Customer
V.I.N.	BODY	1. TOTAL PRICE OF THE UNIT	\$64,164.05
BALANCE OWED TO:		2. DOWN PAYMENT:	0
ADDRESS		consisting of \$ 0 in cash	
USED TRADE-IN ALLOWANCE		and/or \$ 0 net trade in	
BALANCE OWED ON TRADE-IN		allowance on trade-in; see statement in	
NET ALLOWANCE ON USED TRADE-IN		left hand column for details.	
DEPOSIT OR CREDIT BALANCE		Delivery Charge	
DOWN PAYMENT (Trans. to Right Col.)			
EXPIRATION DATE:		3. UNPAID CASH BALANCE DUE ON DELIVERY (difference between items 1 and 2)	\$64,164.05
October 15, 2025			

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SOUTHEASTERN SPECIALTY VEHICLES, INC. (SSV) ARE THEIRS, NOT SSV, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS SSV FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY SSV ON ITS BEHALF.

PAYMENT IN FULL IS REQUIRED AT TIME OF FINAL INSPECTION AND/OR DELIVERY TO THE PURCHASER. LATE PAYMENTS ARE SUBJECT TO A \$1,000.00 FEE PLUS DAILY INTEREST OF 18% APR UNLESS PRIOR TERMS ARE AGREED UPON AND APPROVED BY THE PRESIDENT OR VICE-PRESIDENT OF SSV. NO VEHICLE TITLES WILL BE RELEASED UNTIL PAYMENT IS MADE OR FUTHER ARRANGEMENTS ARE MADE BY THE PURCHASER WITH TERMS IN AGREEMENT TO SSV.

THE FRONT OF THIS ORDER COMPRISES THE ENTIRE AGREEMENT AFFECTING THE PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO OR WILL BE RECOGNIZED. I HEREBY CERTIFY THAT NO CREDIT HAS BEEN EXTENDED TO ME FOR THE PURCHASE OF THIS MOTOR VEHICLE EXCEPT AS APPEARS IN WRITING ON THE FACE OF THIS AGREEMENT. I HAVE READ THE MATTER PRINTED ON HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IT IS PRINTED ABOVE MY SIGNATURE. I CERTIFY THAT I AM OF LEGAL AGE, AND AUTHORIZED TO SIGN ON BEHALF OF THIS ORGANIZATION, AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER. MY SIGNAUTRE HEREBY AUTHORIZES SSV TO PLACE THIS ORDER FOR OUR ORGANIZATION AND IS EQUIVILENT TO A PURCHASE ORDER FROM OUR ORGANIZATION.

PURCHASER'S SIGNATURE		DATE	ACCEPTED BY: /s/ Patrick Craig 9/12/2025	SOUTHEASTERN SPECIALTY VEHICLES INC. AUTHORIZED REPRESENTATIVE
-----------------------	--	------	--	--

<div>SOUTHEASTERN SPECIALTY VEHICLES, INC.</div> <div>911 Martin Creek Road, Henderson, NC 27537</div> <div>Office: 866-640-2028 Fax: 252-460-1503</div> <div>Email: info@ssvsales.com</div>			<div>SOLD & TITLED TO:September 12, 2025</div> <div>DATE</div> <div>County of Oconee</div> <div>PURCHASER'S NAME</div> <div>415 S. Pine St</div> <div>STREET ADDRESS</div> <div>WalhallaSC29691</div> <div>CITYSTATEZIP</div> <div>Sgt. Alan Sayre864-710-8805</div> <div>CONTACTBUS. PHONE</div>		
PLEASE ENTER MY ORDER FOR THE FOLLOWING VEHICLE:			YEAR2025	MAKETrailer	
MODEL OR SERIES	BODY TYPETrailer	COLORWhite	TRIM	V.I.N.TBD	
TO BE DELIVERED ON OR ABOUTApril 2026		SALESMANNeal Craig	STOCK NO.		
CASH PRICE OF UNIT				\$60,532.12	
F.O.B. FACTORY OR DESINATION: FOB Henderson, NC					
(1) Specially designed medication disposal trailer as noted in attached specifications and drawings					
As designed by Oconee County Sheriff's Office					
NCSA Procurement Contract 25-05-0521R					
MSO/TITLE TO BE FILLED OUT AS FOLLOWS:				SEND MSO/TITLE TO:	
SAME				SAME	
PHONE:					
<div>USED VEHICLE TRADE-IN AND /OR OTHER CREDITS</div> <div>MAKE OF TRADE-INN/A</div> <div>YEARMODELBODY</div> <div>V.I.N.</div> <div>BALANCE OWED TO:</div> <div>ADDRESS</div> <div>USED TRADE-IN ALLOWANCE</div> <div>BALANCE OWED ON TRADE-IN</div> <div>NET ALLOWANCE ON USED TRADE-IN</div> <div>DEPOSIT OR CREDIT BALANCE</div> <div>DOWN PAYMENT (Trans. to Right Col.)</div> <div>EXPIRATION DATE:October 15, 2025</div>			<div>CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE:\$60,532.12</div> <div>STATE AND LOCAL TAXESCustomer</div> <div>LICENSE, LICENSE TRANSFER, TITLE REGISTRATION FEECustomer</div> <div>1. TOTAL PRICE OF THE UNIT\$60,532.12</div> <div>2. DOWN PAYMENT:</div> <div>consisting of \$0in cash</div> <div>and/or \$0net trade in</div> <div>allowance on trade-in; see statement in</div> <div>left hand column for details.</div> <div>Delivery Charge</div> <div>3. UNPAID CASH BALANCE DUE ON DELIVERY (difference between items 1 and 2)\$60,532.12</div>		
ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SOUTHEASTERN SPECIALTY VEHICLES, INC. (SSV) ARE THEIRS, NOT SSV, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS SSV FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY SSV ON ITS BEHALF.					
PAYMENT IN FULL IS REQUIRED AT TIME OF FINAL INSPECTION AND/OR DELIVERY TO THE PURCHASER. LATE PAYMENTS ARE SUBJECT TO A \$1,000.00 FEE PLUS DAILY INTEREST OF 18% APR UNLESS PRIOR TERMS ARE AGREED UPON AND APPROVED BY THE PRESIDENT OR VICE-PRESIDENT OF SSV. NO VEHICLE TITLES WILL BE RELEASED UNTIL PAYMENT IS MADE OR FUTHER ARRANGEMENTS ARE MADE BY THE PURCHASER WITH TERMS IN AGREEMENT TO SSV.					
THE FRONT OF THIS ORDER COMPRISES THE ENTIRE AGREEMENT AFFECTING THE PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO OR WILL BE RECOGNIZED. I HEREBY CERTIFY THAT NO CREDIT HAS BEEN EXTENDED TO ME FOR THE PURCHASE OF THIS MOTOR VEHICLE EXCEPT AS APPEARS IN WRITING ON THE FACE OF THIS AGREEMENT. I HAVE READ THE MATTER PRINTED ON HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IT IS PRINTED ABOVE MY SIGNATURE. I CERTIFY THAT I AM OF LEGAL AGE, AND AUTHORIZED TO SIGN ON BEHALF OF THIS ORGANIZATION, AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER. MY SIGNAUTRE HEREBY AUTHORIZES SSV TO PLACE THIS ORDER FOR OUR ORGANIZATION AND IS EQUIVILENT TO A PURCHASE ORDER FROM OUR ORGANIZATION.					
PURCHASER'S SIGNATURE			ACCEPTED BY: /s/ Patrick Craig 9/12/2025		
DATE			SOUTHEASTERN SPECIALTY VEHICLES INC. AUTHORIZED REPRESENTATIVE		

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: October 7, 2025
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE: [Brief Statement]

Council consideration and approval of South Carolina Association of Counties to be the insurance provider for Property and Liability Insurance for Oconee County. For coverage dated 11/1/2025-6/30/2026 our pro-rated premium amount is \$909,982.07.

BACKGROUND DESCRIPTION:

Over the past three (3) years the price for Property and Liability insurance ranged from \$1,265,000 to \$1,485,000. This price continues to increase annually.

Oconee County will get a pro-rated discount in the amount of \$50,249.57 on our Worker's Compensation premium.

For coverage dated 7/1/2026-6/30/2027 the premium will be \$1,372,521.60 with a yearly discount of \$75,790.00 on our Worker's Compensation premium. The discount is given if Oconee County becomes a member of both Property & Liability and Worker's Compensation trust.

Oconee County has been a member of the South Carolina Association of Counties Workers' Compensation Trust since July 1st, 1997, and staff has a strong relationship with the SC Association of Counties.

SPECIAL CONSIDERATIONS OR CONCERNS: [only if applicable]

None.

FINANCIAL IMPACT:

- Joining South Carolina Associations of Counties Property and Liability program will result in an annual savings of \$130,000 on insurance premiums;
- Under the SC Association of Counties, insurance coverages will double for law enforcement, General Liability, and Errors & Omissions;
- Claim deductibles are also significantly lower than the Insurance Reserve Fund, and the County will be eligible for enhanced claims and risk management services; and
- The coverage includes One Million Dollars in Cyber Security coverage

ATTACHMENTS

South Carolina Counties Property & Liability Trust Coverage Summary

STAFF RECOMMENDATIONS:

Staff recommends Council approval of South Carolina Association of Counties to provide Property & Liability Insurance for Oconee County.

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official

Amanda F. Brock, County Administrator

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

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

South Carolina Counties Property & Liability Trust – Oconee County

Coverage Summary for 11/1/2025 – 7/1/2026

<u>Coverage</u>	<u>Deductible</u>
I. Property: “All Risk”; Replacement Cost for Buildings Historic Replacement Cost for Buildings Option Actual Cash Value for Equipment	\$1,000
II. General Liability: \$2,000,000 Per Occurrence No Annual Aggregate \$1,000,000 Annual Aggregate for Products/Comp Op	None
III. Law Enforcement Liability: \$2,000,000 Per Occurrence \$4,000,000 Annual Aggregate	None
IV. Public Officials Liability / Errors & Omissions: \$2,000,000 Per Occurrence \$4,000,000 Annual Aggregate	None
V. Auto Liability: \$2,000,000 Per Occurrence Auto Physical Damage: Actual Cash Value-On Selected Autos Only Auto Glass Replacement: No Deductible Glass Replacement	None \$1,000 (Comp & Coll) None (Comp)
VI. Crime: \$100,000 Limit for Employee Dishonesty, Depositor’s Forgery, Money & Securities, Money Orders & Counterfeit Currency.	\$1,000
VII. Equipment Breakdown (Includes Mandated Inspections) \$50,000,000 Subject to Sub-limits	\$1,000
VIII. Cyber \$1 Million/\$2 Million Options	\$25,000
IX. Communicable Disease Liability Effective July 1, 2020 – SCCP< Members Will Have a \$100,000 Sublimit (Annual Aggregate) Per Member for Communicable Disease Liability (COVID 19).	None
X. Pre Paid Legal \$250,000 Annual Aggregate (\$25,000 Basic + \$225,000 Optional)	
XI. Oconee County SCCPLT Premium: \$909,982.07 (Non-Auditable) Pro-Rated 11/1/2025 – 7/1/2026	
XII. SCCWCT Premium Discount:* \$50,249.57 Pro-Rated 11/1/2025 – 7/1/2026	

***The SCCWCT premium discount shown above reflects a 10% member discount passed by the Board of Trustees on 5/22/2025 for membership in both Trusts that will be applied to your outstanding premium. This is a recurring discount that will be applied to your current WC premium and in future years.**

While every effort has been made to make this brief outline as complete as possible, it does not contain a full restatement of the contracts. In the event of any conflict or omission, the terms of the actual contract of insurance shall be paramount in every instance.

South Carolina Counties Property & Liability Trust

Membership Benefits

- * **Members own the Trust, and it is nonprofit:** Unlike an insurance company, the Trust was created by the Members to serve the Members. The Trust was created to meet the special insurance needs of South Carolina Counties when the commercial market hardened.
- * **Trust is run by the Counties for the Counties:** The Trust is the only entity in existence that is run by SC Counties to insure SC Counties. The Trust's Board of Trustees consists of 7 county officials who meet several times a year to review claim trends, financials, and discuss mitigation strategies to meet the unique challenges facing county government operations.
- * **Coverages and Services are Tailored:** Coverages and services are tailored to meet the unique needs of South Carolina County Governments instead of the insurance industry standard "one size fits all".
- * **Long Term Budget Stability:** Membership in the Trust helps counties minimize the peaks and valleys in their insurance premiums over the long term.
- * **Specialized Risk Control Services including Law Enforcement and Detention Centers:** Our staff has extensive experience working with SC Counties on their risk management, safety, and insurance programs. We also provide specialized training for sheriff's offices and detention centers. These services include on-site inspections, detention center staffing needs assessments approved by the SC Department of Corrections, consultation, and assistance with formulating mitigation strategies for identified hazards and deficiencies. We provide on-site and on-line training to members which is approved by the SC Criminal Justice Academy for Continuing Law Enforcement Education credits. These approved credits count toward the officers mandated yearly training requirements.
- * **Local Service:** Risk management and claims services are provided by dedicated full-time personnel who specialize in assisting County Governments. The Service Team professionals that assist the Trust are all located in the State of South Carolina where they can provide prompt responsive service. All our risk management and claims teams are located in-house, which allows for better communication, collaboration, and responsiveness to our members' needs. We are a one-stop-shop.
- * **Member Discount:** Counties who are members of both the PL & WC Trusts receive a 10% reduction in their WC premium every year.
- * **Online Video Library:** Members are provided free access to over 700 online videos ranging from chain saw safety to employment law exposures. In addition, law enforcement and detention center officers have free access to over 300 videos through our vendor *In The Line of Duty*. All of these videos are approved by the SC Criminal Justice Academy for Continuing Law Enforcement Education credits.
- * **Online Claims Access:** Online Portal access to your claims data in real time. You can easily review claim documents, adjuster notes, claim reserves, and claim payments. Report templates are available for members to customize according to their unique data needs. In addition to customizable report options, all members receive standard monthly claims reports. Designated member contacts can elect to receive e-mail notifications when claims are opened and closed.

**INTERGOVERNMENTAL AGREEMENT FOR
RISK FINANCING AND RISK SHARING TRUST**

This Agreement, made and entered into this ____ day of _____ 2025, by and between all parties who are now or may hereafter become members of the South Carolina Counties' Property and Liability Trust (hereinafter referred to as the "Trust") and join in the Trust for certain risk sharing, which Trust is acting by and through its Board of Trustees as provided herein;

WITNESSETH:

WHEREAS, certain counties of the State of South Carolina have agreed to create the Trust and have agreed to pool the risk of their exposure to certain potential liabilities in the manner herein provided, pursuant to the provisions of the Code of Laws of South Carolina, 1976 Section 15-78-140; and

WHEREAS, the prospective members of the Trust have agreed upon designation of a Board of Trustees to direct the affairs of the Trust, adopt policies and procedures for implementing and administering the Trust, and to pass upon the admissibility of future members of the Trust; and

WHEREAS, by this Agreement the Trust will undertake to discharge certain claims against any member of the Trust, when said claims come within the provisions of this Agreement and regulations or policies of the Trustees, and when said claims are determined to be due as a result of a court judgment or settlement agreement; and

WHEREAS, the members of the Trust agree to pay contributions based upon appropriate classifications, rates and loss experience, and other criteria established by the Board of Trustees, out of a portion of which the Trust will establish and maintain a fund for the payment of the claims, awards and attorney fees and further, that the members covenant and agree there will be no disbursements out of the Trust by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees; and

WHEREAS, the members of the Trust, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement and to share their risks for certain liability claims as herein provided;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

1. The counties which are signatories hereto do hereby agree to establish or to participate in the South Carolina Counties' Property and Liability Trust, hereinafter referred to as the "Trust", as a joint interlocal agency to operate a trust for liability risk sharing, including but not being limited to the following risks and coverages: automobile liability; automobile physical damage; comprehensive general liability; property and inland marine; and boiler and machinery; as set forth in the policies, regulations or schedules of coverage adopted by the Board of Trustees including any exclusions, exemptions, or limitations contained therein.

2. There shall be not more than seven (7) nor less than five (5) trustees appointed by the Board of Directors of the South Carolina Association of Counties. At least one (1) trustee, but not more than two (2) trustees, shall be a county manager or administrator, and all remaining shall serve as members of the policy-making body of their respective counties. A trustee shall continue to serve until he resigns or is removed by the Board of Directors of the South Carolina Association of Counties, ceases to be a policy-making member or leaves the services of a member county in good standing in the South Carolina Association of Counties or dies.

3. The Trust will pay from the assets of the Trust lawful claims according to the types and levels of coverage established by the Board of Trustees. The Board of Trustees shall establish a schedule for types and monetary levels of coverages for which the Trust shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually responsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Trust and a member, or such other criteria as may be established by the Board of Trustees. The schedule so established may from time to time be amended by the Board of Trustees (but not during any twelve-month coverage period) to sustain the financial integrity of the Trust or to reflect the desires of the members as determined by the Board of Trustees.

4. The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Trust contributing to the Trust shall be liable to the Trust or to any other member, except for the

payment of the contributions provided for in its application for membership and joinder in the Trust, for annual contributions provided for continued membership as determined by the Trustees, and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

5. The Trust may establish, operate, and enforce administrative rules, regulations and bylaws governing the relationship between the individual members of the Trust and the Trust.

6. The Trust is authorized to enter into agreements with such agents, service contractors, persons, firms, corporations and attorneys as it deems appropriate to adjust claims, promote membership in the Trust; provide actuarial services; defend against claims and lawsuits; provide accounting services; secure excess coverage; invest the assets of the Trust; provide loss control and risk management services; maintain records and accounts; and provide any other service necessary or desirable for the sound initiation and operation of the Trust.

7. The Trustees shall provide overall supervision of the Trust and other specified services. The Trustees shall cause to be deposited to the account of the Trust at any bank or banks designated by the Trustees all contributions as collected and such monies shall be disbursed only as provided by the rules, regulations and bylaws of the Trustees and the Agreement between the Trustees and any agents, service providers or contractors of the Trust.

8. The Trustees shall secure excess coverage designed to protect the Trust against excess losses in such aggregate and/or specific amounts as is deemed

appropriate. The Trust shall not become effective for risk sharing until it has received applications of members requiring and committing annual contributions totaling at least Six Hundred Thousand and No/100 (\$600,000.00) Dollars.

9. All members of the Trust hereby agree that the Trustees may admit as members of this Trust such county government units, agencies or entities related thereto in the State of South Carolina which are members of the South Carolina Association of Counties unless such requirement is waived by the South Carolina Association of Counties' Board of Directors. The Trustees shall determine which such South Carolina counties shall be eligible for future membership in accordance with the rules for maintenance of membership established by the Trustees. The Trustees shall be sole judge of whether an applicant shall be admitted to membership. A member may be suspended or expelled by the Trustees from the Trust after one hundred twenty (120) days' notice has been mailed to it and no payment shall be required of the Trust for any claim arising after the county or entity has secured other coverage but in no event shall the Trust be required to pay any claims arising more than one hundred twenty (120) days after written notice has been mailed to the suspended or expelled member whichever occurs first.

10. The rules and regulations for the administering of the Trust and the admission and expulsion or suspension of members shall be promulgated by the Trustees. In addition, each member of Trust agrees as follows:

a. To follow any reasonable loss prevention and risk management recommendations from the Trustees or contractors of the Trust in order to minimize claims against and losses of the Trust.

b. To give immediate notification of the claim to the Trust in the manner prescribed by the Trustees if a claim is reported to or is known to a member.

c. To make prompt payment of all contributions as required by the Trustees, the contributions to be determined by applying sound actuarial principles concerning exposure to risk.

d. To (and they do hereby) appoint the Trust, as well as its designees, as its agent and attorney-in-fact, to act in its behalf and to execute all contracts, reports, waivers, agreements, excess coverage agreements, and service contracts; to make or arrange for payment of claims and all other things required or necessary, insofar as they affect its liability for claims and awards and as covered by the terms of this Agreement and the rules and regulations as now-provided or as hereafter promulgated by the Trustees.

e. To permit the Trust to defend in the name of and on the behalf of the members any suits or other proceedings which may at any time be instituted against them concerning claims for which the Trust may be obligated to make payment (although such suits, other proceedings, allegations or demands are considered to be wholly groundless, false, or fraudulent) and to pay all judgments and all expenses which are incurred pursuant to the direction of the Trust for investigation, negotiation or defense, from the Trust. It is agreed that the Trust shall make all final decisions regarding the legal defense

of claims and shall have absolute and conclusive authority with regard to defense, settlement and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member, other than first party claims for physical damage within the member's maintenance deductible, without approval of the Trust shall be at the sole cost of the settling member without any reimbursement or other resources from the Trust; and may be grounds for expulsion of the member from the Trust.

f. To cooperate in all respects with the Trust, the Trustees and any contractors of the Trust in carrying out the purposes of this Agreement.

g. In the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event the member agrees to reserve such subrogated rights and to render all reasonable assistance to affect recovery.

h. The Trustees of the Trust, its designee, or any contractor of the Trust and any of their agents, servants, employees or attorneys shall be permitted at all reasonable times to inspect the real and personal property, work places, plants, works, machinery, and appliances of each member covered by this Agreement, and shall be permitted at all reasonable times and within five (5) years after the final termination of a member's membership to examine members' books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify the contribution which is payable under the terms hereof.

i. Risk sharing by the Trust under the terms of this Agreement shall with respect to any member, expire and be cancelled automatically for nonpayment of contributions, and a member may be expelled from the Trust upon thirty (30) days' written notice by mail by the Trustees or their designee to the member specifying the date that cancellation shall be effective unless an extension is granted by the Trustees.

11. The Trust shall operate on a fiscal year from 12:01 a.m. August 1st (and each August 1st thereafter) to midnight of the last day of July 31st of the succeeding year (the "Trust Year"). Application for membership, when approved in writing by the Trustees or their designee shall constitute a continuing contract for each succeeding Trust Year unless cancelled by the Trustees.

12. The members of this Intergovernmental Agreement hereby appoint the Board of Directors of the South Carolina Association of Counties agents to make any amendments to this agreement which would not fundamentally alter the contemplated arrangement. Written notice of amendments finally adopted shall be mailed to each member not more than thirty (30) days after adoption.

13. Any member who formally applies for membership in the Trust and is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of this Agreement on the part of any member, or withdrawal from membership, shall be permitted only at the end of the coverage year with at least ninety (90) days' prior written notice as set forth in the By-Laws of the Trust.

14. This Trust has been established with the bona fide intention that it shall be continued in operation indefinitely and that the contributions to the Trust shall continue for an indefinite period. However, the Board of Directors of the South Carolina Association of Counties reserve the right at any time to terminate the Trust by a two-thirds (2/3) vote by the Board of Directors of the South Carolina Association of Counties. Such written termination notice shall be delivered to each member no less than 120 days prior to the effective date of termination. In the event of such termination, member contributions shall cease as of the date of termination and the assets then remaining in the Trust shall continue to be used and applied, to the extent available, for the

- a. payment of claims arising prior to such termination.
- b. payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the Trust shall revert pro rata, based on cumulative loss ratios, translated into trust dollar balances, to the members covered as of the day of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the Trustees shall continue to serve for such period and to the extent necessary to effectuate termination of the Trust.

IN WITNESS WHEREOF, the member listed below acknowledges its membership in the Trust and acceptance of obligations thereunder, by the due execution hereof, following approval, by the governing body or other duly authorized agent.

Further, the members of the South Carolina Counties' Property and Liability Trust have caused these presents to be signed by its duly authorized Chairman of the Board of Trustees and have had this Agreement attested by the Secretary-Treasurer.

SOUTH CAROLINA COUNTIES' PROPERTY AND LIABILITY TRUST

BY: _____
Chairman, Board of Trustees

ATTEST: _____
Secretary-Treasurer

Oconee County

BY: Amanda F. Brock, Administrator

DATE: (Month) ____, 2025

**RESOLUTION OF INTENT TO PARTICIPATE IN THE
SOUTH CAROLINA COUNTIES' PROPERTY AND LIABILITY TRUST**

Be It Resolved that the County Council of Oconee County during its regular meeting on October 7th, 2025 authorized Oconee County to request participation in the South Carolina Counties' Property and Liability Trust effective November 1st, 2025.

Be It Further Resolved that County Administrator, Amanda Brock, is authorized to sign all documents required for **Oconee County** to participate in the South Carolina Counties' Property and Liability Trust.

Enacted this ____ Day of _____ 2025

Matthew Durham; Chairman, Oconee County Council: _____

Attested:

Jennifer Adams, Clerk to Council, _____

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE October 7, 2025
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

DEPARTMENT: ECONOMIC DEVELOPMENT - Council consideration to approve a request to the South Carolina Department of Commerce's Site Enhancement Initiative for a \$1,575,000 Reimbursable Grant to be used for the purchase of industrial land.

BACKGROUND DESCRIPTION:

The South Carolina Department of Commerce's Site Enhancement Initiative is a program that provides reimbursable grants to communities to improve and expand the state's inventory of viable and marketable industrial properties. The Oconee Economic Alliance is seeking a \$1,575,000 reimbursable grant from the program that will allow Oconee County to purchase 100 acres of prime, developable industrial land. This centrally located property has all utilities at or near the property, favorable topography and an excellent road network for both employee and truck traffic. The reimbursable grant would cover the cost of the purchase, as well as all due diligence items. Since this is a reimbursable grant, Oconee County will have to make the investment first. Upon completion of the purchase the county will receive the grant funds.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- The acquisition of the property will provide an excellent industrial site for new and expanding manufacturers seeking 5-60 contiguous acres.
- The property can accommodate a buildout of over 1 million square feet of industrial space.
- The property is located in a central, well established manufacturing area of the county.
- The cost of any infrastructure upgrades is minimal since all utilities are located on or near the site.
- The site's favorable topography allows for low site development costs.
- If the grant is awarded to Oconee County it will cover 100% of the purchase and due diligence costs.

FINANCIAL IMPACT [Brief Statement]:

- Based on a buildout of 1,000,000 square feet of industrial space, the Oconee Economic Alliance projects that the property could have the following economic impact:
 - ✓ 1,000 New Manufacturing Jobs with an Annual Payroll of \$60,000,000
 - ✓ \$170,000,000 in New Capital Investment
 - ✓ \$52,000,000 in New Property Tax Revenue Over 20-Years (After Incentives)

☐ Check here if Item Previously approved in the Budget. No additional information required.

Approved by: _____ Finance

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Oconee County Council approve the request for \$1,575,000 in reimbursable costs, contingent on the County being awarded the Site Enhancement Initiative grant from the SC Department of Commerce.

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.

Submitted or Prepared By:



Jamie Gilbert, Economic Development Director

Approved for Submittal to Council:

Amanda F. Brock, County Administrator

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

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


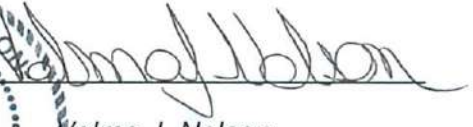
January 11, 2025

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

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YARD SALES:

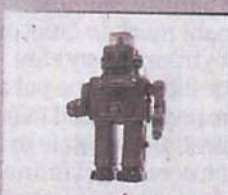
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Personal Representative: PEGGY J BREAZEALE
Address: 124 LOLA DRIVE FAIR PLAY, SC 29643
Estate: EDWARD TATE ZEIGLER SR
Date of Death: 9/22/2024
Case Number: 2024ES3700851
Personal Representative: EDWARD T ZEIGLER JR
Address: 38 LANNEAU DRIVE GREENVILLE,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

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)



Public Comment
SIGN IN SHEET
6:00 PM

October 07, 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	Sue Blount	full disclosure of dev't names
2	Cathy Nave - Josselyn	
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.