

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 18, 2025

ITEM TITLE:

Title: 2026 International HX620 Tri-Axle Dump Truck

Department: Roads & Bridges

Amount: \$216,056.87

FINANCIAL IMPACT:

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

Budget: **\$216,056.87** Project Cost: **\$216,056.87** Balance: **\$0.00**

Finance Approval: _____

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

BACKGROUND DESCRIPTION:

This Dump Truck is a 2026 International HX620 tri-axle cab and chassis with a 17-foot Tebco Dump Body. It will be assigned to the Roads and Bridges New Construction Crew for use on larger culvert and construction projects. The dump body features a hardened AR500 steel bed, which allows for the transport of larger rip rap and boulders without damaging the bed.

This new truck will replace a 1996 International tri-axle dump truck (Unit 800.04), which currently shows 425,860 miles on the odometer. However, the gauge cluster requires replacement, so the actual mileage is higher than the amount displayed. The 1996 International Tri-Axle will be transferred to the Solid Waste Department, where it will be used in the landfill to haul dirt.

The Vehicle Maintenance Director approves this purchase.

SPECIAL CONSIDERATIONS OR CONCERNS:

Pricing for the International Truck is from the Sourcewell national purchasing co-operative, contract number 032824-NVS for International Trucks. The contract discount is from 24.5% up to 51.1% off MSRP. For this purchase, the discount amount for Cab and Chassis is 49.1% off MSRP. The Sourcewell contract allows government agencies to purchase directly from an authorized dealer. Sourcewell contracts are bid and awarded on a national level and purchases may be fulfilled by authorized local or state dealers. Carolina International Trucks of Greer, SC is an Authorized Dealer for International.

ATTACHMENT(S):

1. Carolina International Trucks Quote and Truck Specifications
2. Sourcewell Contract Information for International Trucks

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of a 2026 International HX620 Tri-Axle Dump Truck from Carolina International Trucks of Greer, SC in the amount of \$216,056.87, per Sourcewell Contract Number 032824-NVS.

Submitted or Prepared By: _____

Tronda C. Popham, Procurement Director

Approved for Submittal to Council: _____

Philip S. Shirley, Interim 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.



International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis **Contract #032824-NVS** awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:
Sourcewell Member:	Oconee County Maintenance	Carolina International Trucks
Contact:	Jeremy Foster	Charlie Champion
Address:	15026 Wells Hwy	
City/State/Zip:	Seneca, SC	Greer, SC
Phone:	864-888-1446	
Email:		

Proposal Number	24431
Date	10/16/2025
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis		
New 2026 International HX620 /S13 Chassis		\$ 346,902.00
Base Chassis List	\$ 255,482.00	
Options List	\$ 91,420.00	
Sourcewell Contract Discount	49.1%	\$ (170,328.88)
Volume Incentive		\$ -
Material Price Increases		\$ -
Net Sourcewell Chassis Price		\$ 176,573.12
Sourcewell Partner Body		
		\$ -
		\$ -
Handling Fee	4.00%	\$ -
Non-Sourcewell Dealer Supplied Body		
Tebco Dump Body		\$ 34,175.00
		\$ -
Handling Fee	5.00%	\$ 1,708.75
Additional Post Build Work		
Get Ready		\$ 1,500.00
		\$ -
		\$ -
Handling Fee	5.00%	\$ 75.00
Service Contracts		
		\$ -
		\$ -
		\$ -
Additional Freight		
Freight		\$ 300.00
		\$ -
Additional Floorplan		
Floorplan		\$ 1,000.00
		\$ -
Additional Fees & Taxes		
Doc Fee		\$ 225.00
IMF		\$ 500.00
		\$ -
Final Sourcewell Per Vehicle Price FOB		\$ 216,056.87
Final Sourcewell Total Vehicle(s) Price		\$ 216,056.87

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

Prepared For:

Oconee County Maintenance
Gary Fenn
1619 Bluff Rd.
Columbia, SC 29201-4913
(803)799 - 4923
Reference ID: TN646545

Presented By:

CAROLINA INTL TRUCKS
Charles Champion
PO BOX 7548
COLUMBIA SC 292027548
803-799-4923

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2026 HX620 SBA (HX620)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 72000. Calc. GVWR: 77570. Calc. GCWR: 140000 Calc. Start / Grade Ability: 24.30% / 2.01% @ 55 MPH Calc. Geared Speed: 93.3 MPH
DIMENSION:	Wheelbase: 215.00, CA: 146.00, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins X15 470V} Productivity Series, EPA 2024, 470HP @ 1900 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 481 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.10
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R24.5 Load Range H HDL2 DL+ (CONTINENTAL), 468 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
PAINT:	Cab schematic 100LZ Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HX62000	Base Chassis, Model HX620 SBA with 215.00 Wheelbase, 146.00 CA, and 75.00 Axle to Frame.
1652	CROSSMEMBER, REAR Relocated to End of Frame
1AMS	CROSSMEMBER, FRAME TIE for Heavy Duty
1AND	AXLE CONFIGURATION 6x4
	<u>Notes</u>
	: Pricing may change if axle configuration is changed.
1CGD	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.50" x 3.750" x 0.500" (317.5mm x 95.25mm x 12.7mm); 480.8" (12212mm) Maximum OAL
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper
1LTE	BUMPER, FRONT Contoured, Aluminum, Stainless Steel Clad, Heavy Duty
1SAP	CROSSMEMBER, REAR, AF (1) 5-Piece
1VBC	TOW PIN, FRONT Heavy Duty; 150,000-lb. Total Capacity
1WXL	WHEELBASE RANGE 191" (485cm) Through and Including 236" (600cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u>
	: BRAKE LINES Color and Size Coded Nylon
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
	: PARKING BRAKE VALVE For Truck
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
	: SPRING BRAKE MODULATOR VALVE SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control
4EDM	AIR DRYER {Bendix AD-HF} with Heater, Includes Pressure Protection Circuits, Safety Valve, Integral Purge Tank, Governor Pressure Settings 110 psi Cut-In/130 psi Cut-Out, Integrated PuraGuard Coalescing Filtration
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4JBR	BRAKES, PUSHER AXLE Air S-Cam Type, 15" x 4.0", Includes MGM 20 Sq.In. Brake Chambers, Furnished with One Pusher Lift Axle
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VGM	AIR TANK Polished Aluminum, with Straight Thread O-Ring Ports
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4WXR	DRAIN VALVE (2) {Berg} with Pull Chains, for Air Tanks
4XCJ	BRAKES, FRONT {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 23,000-lb Capacity
4XCK	BRAKES, REAR {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 26,000-lb Capacity per Axle
4XDX	BRAKE CHAMBERS, FRONT AXLE 20 SqIn, for Air Disc Brakes
4XEA	BRAKE CHAMBERS, REAR AXLE 18/24 SqIn Spring Brake, Double Diaphragm, for Air Disc Brakes
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGU	DRIVELINE SYSTEM {Dana Spicer} SPL250 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BES	AFTERTREATMENT COVER Polished Aluminum
7BLY	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side
7SAP	ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WDM	EXHAUST HEIGHT 10'
7WZY	SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, On/Off Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in On Position
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Code	Description
	<u>Includes</u>
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
8653	HORN, AIR Single, Located Under Cab
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RBZ	SPEAKER, AUXILIARY, CB RADIO with Jack for CB; Mounted Left Side Above Driver's Door
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RNB	CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, One Antenna and Antenna Base with Wiring on Left Side Mirror
8RPB	RADIO, STEERING WHEEL CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8TKC	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Lights for Stop, Turn and Tail Lights, Truck Lite Super 40 Lamps for Backup Lights, Less Power Module, Includes Incandescent License Plate Light, with Separate Rear Reflectors, Less Rubber Mount
8TMG	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps
8VAY	HORN, ELECTRIC Disc Style
8VTV	STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder is Activated
8VUH	BATTERY BOX COVER Polished Aluminum
8VUK	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WBW	JUMP START STUD 12V, Remote Mounted
8WEZ	TURN SIGNAL SWITCH Self-Canceling
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XHA	CRUISE DISABLED W/WIPERS Cruise Control will Automatically be Disabled if Windshield Wipers are Turned on when Vehicle Speed Exceeds 25 MPH
8XHX	SWITCH, MARKER INTERRUPT for Marker Lights and Headlights, Located in Steering Wheel
8XKC	HEADLIGHTS Halogen, with Daytime Running Lights, Automatic Twilight Controlled
8XPN	USB PORT One USB-A Port and One USB-C Port, Located in Instrument Panel
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9ASE	FRONT END Tilting, Composite
9HCN	GRILLE Chrome Vertical Accent Bars, with Black Mesh
9WAC	BUG SCREEN Mounted Behind Grille
9WBD	BUG DEFLECTOR Stainless Steel, Mounted on Hood
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	CONNECTED PLATFORM Includes Connectivity Module and Five Year Data Plan

Code	Description
10NWE	OVER WIDTH IDENTITY Customer Approval, This Combination will Result in Vehicle Width Over 102"
10NZL	SPECIAL RATING, GVWR Limited to 80,000-lb GVWR
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.
	<u>Notes</u>
	: CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12864	BLOCK HEATER, ENGINE {Phillips} 120V/1500W
	<u>Includes</u>
	: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12EWY	ENGINE, DIESEL {Cummins X15 470V} Productivity Series, EPA 2024, 470HP @ 1900 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 481 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u>
	: FAN Nylon
12VBA	AIR CLEANER Dual, Polished Stainless Steel, One Mounted on Each Side of Cowl Ahead of The Doors
12VJZ	EMISSION, CALENDAR YEAR {Cummins X15} EPA, OBD and GHG Certified for Calendar Year 2025
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WYZ	RADIATOR DRAIN & FILL FITTING SPECIAL; To Vacuum Out or Fill the Cooling System from the Bottom of Radiator, for Use with Quick-Connect Radiator Drain Tool or Shop Coolant Evacuation-Fill System
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XBC	RADIATOR Aluminum, Welded, Down Flow, Front to Back System, 1325 SqIn, with 806 SqIn Charge Air Cooler
	<u>Includes</u>
	: RADIATOR HOSES Premium, Rubber
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BEK	TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WHL	OIL COOLER, TRANSMISSION Remote Mounted, for Automatic Transmission
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
14862	PDL WARNING BUZZER Power Divider Lock
14HRL	AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.10
14RBC	AXLE, LIFT, CONTROLS for One Lift Axle; All Controls Inside Cab; Includes Pressure Gauge, Pressure Regulator Switch, Lift/Lower Switch, Inside Cab on Dash
14UAB	AXLE SPACING, FIRST PUSHER 49" Ahead of Drive Axle
14UMX	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WBA	LIFT AXLE ENGR REVIEW Special Quotation to Allow Engineering Review of Lift Axle Configurations
14WBN	DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash
14WBV	SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam
14WCP	TORQUE RODS {Hendrickson} TRAAX Rods, Longitudinal Only

Code	Description
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
14WMK	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints
14WNH	AXLE, PUSHER, LIFT TYPE {Watson & Chalin SL1190SSR Tru-Trk Alumilite} 13,500-lb Capacity, One Self-Steer Axle
14WZY	AXLE SHAFT MODIFICATION Axle Shaft Flanges Modified for 0.625" Diameter Drive Studs with Solid Type Cone-Locks
15BAA	DEF TANK COVER Stainless Steel
15LNA	FUEL HEATER PLUMBING {Cummins} Plumbing for Thermal Recirculation Valve (TRV) Mounted to Cummins X15 Engines, Thermostatically Controlled
15LRT	FUEL/WATER SEPARATOR {Racor 6600} 12 VDC Electric Heater, Includes Pre-Heater, with Sight Bowl, Includes Water-In-Fuel Sensor
15SWJ	FUEL TANK Top Draw, Polished Aluminum, 26" Dia, 120 US Gal (454L), Mounted Left Side, Under Cab
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module
15WEZ	DEF TANK 18 US Gal (68L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
	<u>Includes</u>
	: CAB REAR SUSPENSION Air
	: CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted
	: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window
	: CONSOLE, CENTER Includes Two Cup Holders and One Additional Storage Area
	: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger
	: COURTESY LIGHT (2) Driver and Passenger Door Mounted
	: DOME LIGHT, CAB Rectangular, Door and Instrument Panel Mounted Switch Activated, Timed Theater Dimming, Center Mounted, Integral to Console
	: FLOOR COVERING Rubber, Black
	: GLASS, ALL WINDOWS Tinted
	: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side
	: GRAB HANDLE, CAB INTERIOR (4) "B" Pillar and Door Mounted, Two Each Side
	: READING LIGHT, CAB Located in Overhead Console
	: STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door
16ATC	AUTOMATIC CLIMATE CONTROL Automatically Maintains Cabin Comfort Based on Selected Temperature
16BAM	AIR CONDITIONER with Integral Heater and Defroster
	<u>Includes</u>
	: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer
	<u>Includes</u>
	: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for
	: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HCN	SEATBELT WARNING LIGHT IND. Mounted in Dash, Will Flash when Park Brake is Disengaged and Driver & Passenger Seatbelt Unfastened, Audible Alarm to Remind Driver & Passenger to Fasten Seatbelt
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLW	VIRTUAL GAUGE, OIL TEMP, ENG Requires Premium Cluster
16LWU	SEAT, DRIVER {ISRI} Series 500, Air Suspension, High Back, Synthetic Leather, Adjustable Bolsters, Double Chamber Lumbar, Heat, Ventilation, Inboard Armrest, Adjustable Shocks, Suspension Cover, Fore/Aft Isolator, Cushion Extension, Seat Tilt, Memory Quickdown
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar
16SNV	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width
	<u>Notes</u>
	: Mirror Dimensions are Rounded to the Nearest 0.5"

Code	Description
16SNX	MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6" x 10.5"
16SNY	MIRROR, CONVEX, HOOD MOUNTED (2) Right and Left Sides, Bright, 7.5" x 7"
16SRX	SEAT, PASSENGER {ISRI} Series 500, Air Suspension, High Back, Synthetic Leather, Adjustable Bolsters, Double Chamber Lumbar, Heat, Ventilation, Inboard Armrest, Adjustable Shocks, Suspension Cover, Fore/Aft Isolator, Cushion Extension, Seat Tilt, Memory Quickdown
16UZJ	STORAGE, REAR WALL Storage Pocket, Located on Back Wall Between Driver and Passenger Seats
16VCC	SEAT BELT All Orange; 1 to 3
16VVA	MONITOR, TIRE PRESSURE System Gives Warning that Tire Pressure is Below Set Pressure, Monitors Tire Pressure of Each Tire with Temperature Compensation, Data Displayed in the LCD of the Cluster, for 6x2, 6x4 and 6x6 Axle Configurations, Does Not Include Lift Axles or Spare Wheels
16VVB	CAB INTERIOR TRIM Diamond Elite, for Day Cab <u>Includes</u> : DOOR TRIM, INTERIOR Bright Handle : INSTRUMENT PANEL TRIM Black with Woodgrain Accent, Black Gauges with Chrome Bezels : SUN VISOR (4) Padded Vinyl, 2 Moveable (Front-to-Side) Primary Visors and 2 Flip-down Auxiliary Visors; Vanity Mirrors and Toll Ticket Straps Driver and Passenger Sides
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16XCM	CAB DOOR LOCKS Power, Driver Side Only; Non-Locking When Door Open
16XCU	TELEMATICS BRACKET with Universal Mount, 1" Ball Mount Size, for Customer Supplied Telematics Device, Mounted to Side Wing Panel
16XJP	INSTRUMENT PANEL Wing Panel
16XRD	MODESTY PANEL Chrome, with Amber Lens LED Lights, for Day Cab
16XTM	ACCESS, CAB Aluminum, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab or Sleeper Cab
16XWE	SUNSHADE, EXTERIOR Bright Finish, with Integral Clearance/Marker Lights
27DVB	WHEELS, FRONT {Accuride 29683} DISC; 22.5x12.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 4.00"
28DWM	WHEELS, REAR {Accuride 42362} DUAL DISC; 24.5x8.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
34ADH	WHEELS, LIFT AXLE PUSHER {Accuride 43644} Single Wheels, For One Lift Axle; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut << Pricing Includes Standard Tires >>
7372135439	(2) TIRE, PUSHER 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
7384225447	(8) TIRE, REAR 11R24.5 Load Range H HDL2 DL+ (CONTINENTAL), 468 rev/mile, 75 MPH, Drive
7792655441	(2) TIRE, FRONT 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position

Services Section:

40132	WARRANTY Standard for HX520, HX620, Effective with Vehicles Built January 1, 2021 or Later, CTS-2015B
1	Tebco

International Truck

Class 4-8 chassis with related equipment

#032824-NVS

Maturity Date: 7/9/2028

Website: international.com/services/sourcewell 

Products & Services



Products & Services

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

- CV Series - Class 4-5, International
- MV Series – Class 6-7, Cummins
- HV Series – Class 8, International or Cummins
- **HX Series – Class 8, International or Cummins**
- RH Series – Class 8, International
- LT Series – Class 8, International
- Lonestar – Class 8, Cummins
- Access to online parts and service information

Locate your local dealer or representative 

Additional information can be found on the vendor-provided, nongovernment website at:
internationaltrucks.com/sourcewell

Contract Discount Percentages Sourcewell Contract #032824-NVS

58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Our Sourcewell Pricing uses 3 different methods:</p> <ol style="list-style-type: none"> 1. The CV515 uses a flat dollar discount of \$6000. 2. The eMV Chassis has no discount on the base chassis and uses a 24.5% list price discount on the options. 3. The rest of our models MV, HV, HX, RT, LT all use a list price discount on the total base and factory options. <p>Discounts are listed by model below:</p> <table> <tr> <th>Model</th><th>List Discount</th><th>Options Only</th></tr> <tr> <td>eMV607</td><td>24.5%</td><td></td></tr> <tr> <td>MV607</td><td>30.3%</td><td></td></tr> <tr> <td>MV607 LP</td><td>30.3%</td><td></td></tr> <tr> <td>HV507 4x2</td><td>30.1%</td><td></td></tr> <tr> <td>HV507 4x4</td><td>31.0%</td><td></td></tr> <tr> <td>HV507 6x4</td><td>31.0%</td><td></td></tr> <tr> <td>HV507 6x6</td><td>31.0%</td><td></td></tr> <tr> <td>HV607 4x2</td><td>30.1%</td><td></td></tr> <tr> <td>HV607 4x4</td><td>31.0%</td><td></td></tr> <tr> <td>HV607 6x4</td><td>31.0%</td><td></td></tr> <tr> <td>HV607 6x6</td><td>31.0%</td><td></td></tr> <tr> <td>HV513 4x2</td><td>47.8%</td><td></td></tr> <tr> <td>HV613 4x2</td><td>47.8%</td><td></td></tr> <tr> <td>HV513 6x4</td><td>48.2%</td><td></td></tr> <tr> <td>HV613 6x4</td><td>48.2%</td><td></td></tr> <tr> <td>HX520 /X15</td><td>49.1%</td><td></td></tr> <tr> <td>HX620 6x4 S-13</td><td>49.1%</td><td></td></tr> <tr> <td>HX620 6x4 X-15</td><td>49.1%</td><td></td></tr> <tr> <td>RH613 4x2</td><td>50.5%</td><td></td></tr> <tr> <td>RH613 6x4</td><td>50.5%</td><td></td></tr> <tr> <td>RH613 6x2</td><td>50.5%</td><td></td></tr> <tr> <td>LT625 4x2</td><td>51.1%</td><td></td></tr> <tr> <td>LT625 6x4</td><td>51.1%</td><td></td></tr> <tr> <td>LT625 6x4</td><td>51.1%</td><td></td></tr> <tr> <td>LT625 6x2</td><td>51.1%</td><td></td></tr> </table>	Model	List Discount	Options Only	eMV607	24.5%		MV607	30.3%		MV607 LP	30.3%		HV507 4x2	30.1%		HV507 4x4	31.0%		HV507 6x4	31.0%		HV507 6x6	31.0%		HV607 4x2	30.1%		HV607 4x4	31.0%		HV607 6x4	31.0%		HV607 6x6	31.0%		HV513 4x2	47.8%		HV613 4x2	47.8%		HV513 6x4	48.2%		HV613 6x4	48.2%		HX520 /X15	49.1%		HX620 6x4 S-13	49.1%		HX620 6x4 X-15	49.1%		RH613 4x2	50.5%		RH613 6x4	50.5%		RH613 6x2	50.5%		LT625 4x2	51.1%		LT625 6x4	51.1%		LT625 6x4	51.1%		LT625 6x2	51.1%	
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PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 18, 2025

ITEM TITLE:

Title: 2026 Ford F-550 with Utility Body

Department: Emergency Services

Amount: \$91,954.00

FINANCIAL IMPACT:

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

Budget: \$ 91,954.00 Project Cost: \$91,954.00 **Balance: \$ 0.00**

Finance Approval: _____

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

BACKGROUND DESCRIPTION:

This purchase is for a 2026 Ford F-550 cab and chassis truck with a utility body for Emergency Services. This vehicle will be used for Oconee County Emergency Service as a Response Unit to assist volunteer fire and rescue departments with medical, rescue, and fire calls in the northern part of the county.

This vehicle will replace a 2011 Ford F350 squad truck (320,360 miles) with slide out and camper shell. The 2011 Ford F350 will be sold as surplus or replace older vehicles used in other County departments.

The Fleet Maintenance Director also approves this purchase.

Spartanburg Ford of Spartanburg, SC was awarded SC State Contract Number 4400035159 for Ford vehicles.

SPECIAL CONSIDERATIONS OR CONCERNS:

Ford of Spartanburg has been awarded South Carolina State Contract Number 4400035159 for Ford vehicles. The utility bed for the truck will be supplied by Lee Transport Equipment, Inc., based in Columbia, SC, which currently holds State Contract Number 4400035733 for truck utility bodies. Ford of Spartanburg will coordinate the installation of the utility bed. As a result, the County will issue a single Purchase Order to Ford of Spartanburg.

ATTACHMENT(S):

1. Pricing Spreadsheet
2. Ford of Spartanburg State Contract Quote
3. Lee Transport State Contract Quote
4. SC State Contract information for Ford F-550
5. SC State Contract information for Utility Bodies

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of a Ford F-550 with utility bed to Ford of Spartanburg of Spartanburg, SC, in the amount of \$91,954.00, per SC State Contracts.

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

Tronda C. Popham, Procurement Director

Phillip S. Shirley, Interim 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.

Ford F-550 State Contract # 4400035159			
Description	Quantity	Unit Price	Total Price
2026 Ford F-550 Crew Cab 4X4 Chassis	1	\$62,269.00	\$62,269.00
Standard Equipment Included: Heavy Duty Vinyl Floor, Automatic Transmission, A/C, AM/ FM Radio, Power Windows and Door Locks, Power Steering Power Brakes, Cruise Control, Vinyl 40/20/40 Front Bench Seat			
Added Included Factory Options: 7.3L V-8 Gas Engine - Standard for All Models, Limited Slip Rear Axle 3.73, 4.10, 4.30 or 4.88, 225/70x19.5 All Terrain Tires, Factory Installed Cab Steps, Skid Plate Package (4x4 Only), 110V/400W Outlet, Exterior Back Up Alarm/Chime, Dual Batteries, 397 Amp Alternator			
Cab and Chasis Total			\$62,269.00
Utility Body (Lee Transport) 1-1/2 Ton (60" CA) State Contract # 4400035733	1	\$28,385.00	\$28,385.00
Coordination Fee	1	\$800.00	\$800.00
Add \$500 State Sales Tax	1	\$500.00	\$500.00
GRAND TOTAL			\$91,954.00

	FORD OF SPARTANBURG			
	David Vetter 864.585.3600			
	2026 F350, F450 AND F550 DUAL REAR WHEEL CHASSIS MODELS			
	Contract #: 4400035159			
	Standard Equipment Included:			
	Heavy Duty Vinyl Floor	Power Steering		
	Automatic Transmission	Power Brakes		
	A/C	Cruise Control		
	AM/ FM Radio	Vinyl 40/20/40 Front Bench Seat		
	Power Windows and Door Locks	Spare Tire and Wheel and Tire Jack Not Included		
	ADDITIONAL INCLUDED FACTORY OPTIONS:			
W5H - 179	F550 Crew Cab 4x4 Dual Rear Wheel Chassis w/ 179" Wheelbase and 60" Cab-to-Axle			
99N	7.3L V-8 Gas Engine - Standard for All Models			
XXX	Limited Slip Rear Axle 3.73, 4.10, 4.30 or 4.88			
TGK	225/70x19.5 All Terrain Tires (All Tires Front and Rear - F450 and F550 Models Only)			
18B	Factory Installed Cab Steps			
41P	Skid Plate Package (4x4 Only)			
872	Rear View Camera Prep Kit for Chassis Models - Included w/ 66D Pickup Box Delete			
43C	110V/400W Outlet			
76C	Exterior Back Up Alarm/Chime			
86M	Dual Batteries - 6.2L and 7.3L Gas Engines			
67B	397 Amp Alternator (7.3L Gas Engine Requires 86M Dual Batteries)			
	SC STATE CONTRACT PRICE:			\$62,269.00
	IMF-Sales Tax			\$500.00
	Custom Body Installed per Lee Quote# BC100225A			\$28,385.00
	Vendor Coordination Fee - When Body Installation on Purchase Order			\$800.00
	TOTAL SC STATE CONTRACT PRICE:			\$91,954.00

LEE TRANSPORT EQUIPMENT INC.

Custom Quotation For:

OCONEE COUNTY EMERGENCY SERVICES

P.O. BOX 26, 1300 BLUFF R.D.
COLUMBIA, SOUTH CAROLINA 29202
PHONE# 803-799-7860 FAX 803-765-0535
TRUCK BODIES AND TRUCK EQUIPMENT

Personal Contact: JEREMY FOSTER

Quote # BC10225A
Date: 10/24/2025
Phone # 864-710-1118
Fax #

PRICING:

	\$ -
REF SC STATE CONTRACT FOR UTILITY BODIES	\$ -
REF FORD F550 WITH 60" CAB TO AXLE	\$ -
BASE BED MODEL 6108D54 FULL HEIGHT 9' LONG PAINTED WHITE (\$9,465.00) AND INSTALLED (\$1,650.00)	\$ 11,115.00
	\$ -
OPTIONS:	\$ -
CUSTOM BODY WITH FULL LENGTH TOPSIDE BOXES, LIFT UP DOORS WITH GAS PROPS	\$ 11,865.00
14" DEEP BUMPER (STD IS 8.88") WITH INTEGRATED RECEIVER HITCH	\$ -
BULKHEAD EXTENSION TO WORK WITH PACE EDWARDS COVER (MANUAL) INSTALLED	\$ -
ALUMINUM FUEL FILLER, SOLID REAR PANELS	\$ -
12" HIGH FALSE FLOOR, TAILGATE COVERS FALSE FLOOR	\$ -
7 WAY PLUG FOR BUMPER HITCH	\$ 115.00
SPRAY LINER IN CARGO AREA (TOP OF FALSE FLOOR, UP SIDES, BULKHEAD, TAILGATE	\$ 1,045.00
FREIGHT SURCHARGE (QUINCY IL TO COLUMBIA SC)	\$ 1,050.00
	\$ -
CANNOT PAINT INSIDE FALSE FLOOR AREA	\$ -
DOES NOT INCLUDE SLIDE OUTS IN CARGO AREA OR SAFETY LIGHTING	\$ -
	\$ -
	\$ -
PRICE GOOD FOR ORDERS PLACED ON OR BEFORE 12/23/25	\$ -
	\$ -
LEAD TIME IS APPROXIMATELY 5-6 MONTHS	\$ -
	\$ -
WARN M15 WINCH ON BLACK GRILLE GUARD	\$ 3,195.00
	\$ -
	\$ -
	\$ -
	\$ -

Insurance: Customers chassis covered with primary coverage insurance while

in the care and the custody of L.T.E. Product Liability insurance carried.

Chassis: Paint:

Other Data:

C0991-25 - c4639 new

Tax Exempt No: Terms: Delivery Date:

Accepted By: Date:

Price: \$ 28,385.00

Special Discount: \$ -

Net Price:

Local Option Tax: \$ -

State Sales Tax: \$ -

Total Price: \$ 28,385.00

Lee Transport Equipment, Inc.

By: Bill Cecil



Division of
Procurement Services

Vehicles

Start Date: 09/13/2024 | **End Date:** 09/12/2027

Solicitation#: [5400026980](#)

Attachments:

- [List of Contractors, Manufacturer's](#)

Vendor: [Alan Jay](#)

Contract#: 4400035155

Vendor#: 7000281243

Address: 5530 US Hwy 27 S, Sebring, FL 33870

Contact: Matt Forte

Phone#: 863-402-4234

Email: matt.forte@alanjay.com

Vendor: [Beach Automotive Group](#)

Contract#: 4400035158

Vendor#: 7000344224

Address: 851 Jason Blvd., Myrtle Beach, SC 29578

Contact: Keith Laylo

Phone#: 570-956-6007

Email: keith@beachautomotive.com

Vendor: [Carl Black](#)

Contract#: 4400035160

Vendor#: 7000358424

Address: 11500 E Colonial Dr., Orlando, FL 32817

Contact: Edgar Massoni

Phone#: 305-781-3661

Email: emassoni@carlblack.com

Vendor: Carolina International

Contract#: 4400035138

Vendor#: 7000083474

Address: 1619 Bluff Rd., Columbia, SC 29201

Contact: Steve Wiser

Phone#: 803-446-3443

Email: swiser@carolinainternational.com

Vendor: [Creative Bus Sales](#)

Contract#: 4400035152

Vendor#: 7000222437

Address: 9225 Priority Way W Dr., Suite 300, Indianapolis, IN 46240

Contact: Karla Lynch

Phone#: 470-373-7479

Email: klynch@model1.com

Vendor: [Dick Smith Ford](#)

Contract#: 4400035139

Vendor#: 7000088455

Address: 7201 Garner's Ferry Rd., Columbia, SC 29209

Contact: Mark Coward

Phone#: 803-422-0707

Email: markcoward@dicksmith.com

Contact: Adam Rodriguez

Phone#: 803-343-5812

Email: adamrodriguez@dicksmith.com

Vendor: [Excel Truck Group](#)

Contract#: 4400035153

Vendor#: 7000245133

Address: 2790 Shop Rd., Columbia, SC 29209

Contact: Bill Fuller

Phone#: 803-376-4455 Ext 1205

Email: bfuller@exceltg.com

Vendor: [Ford of Spartanburg](#)

Contract#: 4400035159

Vendor#: 7000346069

Address: 501 E. Daniel Wergan Ave., Spartanburg, SC 29302

Contact: David Vetter

Phone#: 864-585-3600 Ext 267

Email: dvetter@fordofspartanburg.com

Vendor: [Horace G Ilderton, LLC](#)

Contract#: 4400035150

Vendor#: 7000145179

Address: 701 S Main St., High Point, NC 27260

Contact: Catherine Martin

Phone#: 336-887-4043

Email: cmartin@ilderton.com

Vendor: Parks Chevrolet

Contract#: 4400035156

Vendor#: 7000316590

Address: 1051 Asheville Hwy, Spartanburg, SC 29303

Contact: Steve Plowman

Phone#: 704-791-3824

Email: splowman@parksautogroup.com

Vendor: [Parks Ford](#)

Contract#: 4400035157

Vendor#: 7000343706

Address: 601 Duncan Hill Rd., Hendersonville, NC 28792

Contact: Jeff Williams

Phone#: 828-693-4281, Ext 6253

Email: jeffwilliams@parksautogroup.com

Vendor: [Santee Automotive](#)

Contract#: 4400035151

Vendor#: 7000214142

Address: 2601 Paxville Highway, Manning, SC 29102

Contact: Scott Watford

Phone#: 888-853-5338

Email: scott@santeefleet.com

Vendor: [Shealy's Truck Center](#)

Contract#: 4400035137

Vendor#: 7000028278

Address: 1340 Bluff Rd., Columbia, SC 29201

Contact: Steve Gardner

Phone#: 803-201-9257

Email: sgardner@shealytruck.com

Vendor: [Team Dodge Ram of Myrtle Beach](#)

Contract#: 4400035215

Vendor#: 7000335857

Address: 4849 US Highway 501, Myrtle Beach, SC 29579

Contact: Bruce Johnson

Phone#: 843-960-9130

Email: bjohnson@teamautogroup.com

Vendor: US Fleet Source

Contract#: 4400035154

Vendor#: 7000264582

Address: 979 Village Oaks Dr., Covina, CA 91724

Contact: Sales

Phone: 877-315-9397

Email: sales@usfleetsource.com



Division of
Procurement Services

Truck Bodies - Dump, Utility & Flatbed

Classification Contract Type Manager

Goods & Services StateTerm **Phone#** [Ginger Hardee](tel:803.737.0687) 803.737.0687

Description:

IMPORTANT SC DOT SPECIFICATIONS:

Items bid by Lee Transport Equipment in Lots 1 (Dump Bodies), 2 (Platform Bodies), 3 (Utility Bodies) and 4 (Slope Front Dump Bodies) meet SC DOT specifications and are approved for contract. All truck bodies bid by Lee Transport Equipment have been approved previously and SC DOT will not require pilot models.

IMPORTANT DELIVERY INFORMATION:

If the Truck Body Contractor (Lee Transport) will be installing the body, delivery will be made within 30 days of Lee Transport's receipt of chassis. If the Truck Body Contractor (Lee Transport) will NOT be installing the body, delivery will be made within 45 days ARO (after receipt of order). Please remember that the cost of delivery is included within a 25 mile radius of SC DOT's Equipment Depot location on Shop Road. If delivery is to be outside that radius, a reasonable delivery charge is to be negotiated by the governmental entity and Lee Transport.

Truck Bodies - Dump, Utility & Flatbed

Start Date: 11/01/2024 | End Date: 10/31/2027

Contract#: 4400035733

Solicitation#: 5400027146

Attachments:

Vendor: LEE TRANSPORT EQUIP INC

Contract#: 4400035733

Vendor#: 7000050670

Email: sales@leetransport.net

Address: 1300 BLUFF RD COLUMBIA SC 29201

Phone#: 803) 799-7860

Fax#: (803) 765-0535

Website: <http://www.leetransport.net>



Division of Procurement Services

1201 Main St., Suite 600 | Columbia, SC 29201

MAIN: 803.737.0600 | **FAX:** 803.737.0639

Lot 3 - Utility Bodies

			Unit Price	Days ARO
1	Body, Utility, 1/2 Ton		\$6,800.00	60
	Vendor Product Number	680LP		
	INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$1,090.00	
	FULL HEIGHT BODY IN LIEU OF LOW PROFILE	Add:	\$0.00	
	FLIP LID BODY IN LIEU OF LOW PROFILE	Add:	\$950.00	
	BALL HITCH BUMPER, 5,000 LB. CAPACITY	Add:	\$56.00	
	INTERIOR COMPARTMENT LIGHTS WITH INSTALLATION	Add:	\$550.00	
	KELVAR SPRAY BED LINER IN CARGO AREA	Add:	\$450.00	
	LADDER BOW SET	Add:	\$650.00	
	CAB OVER DELUXE LADDER/PIPE/MATERIAL RACK	Add:	\$1,345.00	
	BODY PAINTED OR POWDER COATED - AT THE MANUFACTURER	Add:	\$50.00	
	DEDUCT - BODY PRIMED ONLY AT THE MANUFACTURER	Deduct:	\$880.00	

			Unit Price	Days ARO
2	Body, Utility, 3/4 Ton (56" CA)		\$7,945.00	60
	Vendor Product Number	696LP		
	INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$1,350.00	
	FULL HEIGHT BODY IN LIEU OF LOW PROFILE	Add:	\$0.00	
	FLIP LID BODY IN LIEU OF LOW PROFILE	Add:	\$1,050.00	
	BALL HITCH BUMPER, 5,000 LB. CAPACITY	Add:	\$59.00	
	INTERIOR COMPARTMENT LIGHTS WITH INSTALLATION	Add:	\$550.00	
	KELVAR SPRAY BED LINER IN CARGO AREA	Add:	\$695.00	
	LADDER BOW SET	Add:	\$750.00	
	CAB OVER DELUXE LADDER/PIPE/MATERIAL RACK	Add:	\$1,875.00	
	BODY PAINTED OR POWDER COATED - AT THE MANUFACTURER	Add:	\$100.00	
	DEDUCT - BODY PRIMED ONLY AT THE MANUFACTURER	Deduct:	\$950.00	

			Unit Price	Days ARO
3	Body, Utility, 1 Ton (56" CA)		\$8,145.00	60
	Vendor Product Number	696D54LP		
	INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$1,350.00	
	FULL HEIGHT BODY IN LIEU OF LOW PROFILE	Add:	\$0.00	
	FLIP LID BODY IN LIEU OF LOW PROFILE	Add:	\$1,050.00	
	BALL HITCH BUMPER, 5,000 LB. CAPACITY	Add:	\$59.00	
	INTERIOR COMPARTMENT LIGHTS WITH INSTALLATION	Add:	\$550.00	
	KELVAR SPRAY BED LINER IN CARGO AREA	Add:	\$775.00	
	LADDER BOW SET	Add:	\$750.00	
	CAB OVER DELUXE LADDER/PIPE/MATERIAL RACK	Add:	\$1,875.00	
	BODY PAINTED OR POWDER COATED - AT THE MANUFACTURER	Add:	\$50.00	
	DEDUCT - BODY PRIMED ONLY AT THE MANUFACTURER	Deduct:	\$880.00	

			Unit Price	Days ARO
4	Body, Utility, 1 Ton (60" CA) SRW		\$8,450.00	60
	Vendor Product Number	6108LP		
	INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$1,350.00	
	FULL HEIGHT BODY IN LIEU OF LOW PROFILE	Add:	\$0.00	
	FLIP LID BODY IN LIEU OF LOW PROFILE	Add:	\$1,050.00	
	BALL HITCH BUMPER, 5,000 LB. CAPACITY	Add:	\$59.00	
	INTERIOR COMPARTMENT LIGHTS WITH INSTALLATION	Add:	\$550.00	
	KELVAR SPRAY BED LINER IN CARGO AREA	Add:	\$775.00	
	LADDER BOW SET	Add:	\$750.00	
	CAB OVER DELUXE LADDER/PIPE/MATERIAL RACK	Add:	\$1,875.00	
	BODY PAINTED OR POWDER COATED - AT THE MANUFACTURER	Add:	\$100.00	
	DEDUCT - BODY PRIMED ONLY AT THE MANUFACTURER	Deduct:	\$1,017.00	

			Unit Price	Days ARO
5	Body, Utility, 1 Ton (60" CA) DRW		\$8,650.00	60
	Vendor Product Number	6108DLP		
	INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$1,350.00	
	FULL HEIGHT BODY IN LIEU OF LOW PROFILE	Add:	\$0.00	
	FLIP LID BODY IN LIEU OF LOW PROFILE	Add:	\$1,050.00	
	BALL HITCH BUMPER, 5,000 LB. CAPACITY	Add:	\$59.00	
	INTERIOR COMPARTMENT LIGHTS WITH INSTALLATION	Add:	\$550.00	
	KELVAR SPRAY BED LINER IN CARGO AREA	Add:	\$775.00	
	LADDER BOW SET	Add:	\$750.00	
	CAB OVER DELUXE LADDER/PIPE/MATERIAL RACK	Add:	\$1,875.00	
	BODY PAINTED OR POWDER COATED - AT THE MANUFACTURER	Add:	\$75.00	
	DEDUCT - BODY PRIMED ONLY AT THE MANUFACTURER	Deduct:	\$948.00	

			Unit Price	Days ARO
6	Body, Utility, 1 Ton (84" CA) DRW		\$11,785.00	60
	Vendor Product Number	6132DLP		
	INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$1,650.00	
	FULL HEIGHT BODY IN LIEU OF LOW PROFILE	Add:	\$0.00	
	FLIP LID BODY IN LIEU OF LOW PROFILE	Add:	\$1,575.00	
	BALL HITCH BUMPER, 5,000 LB. CAPACITY	Add:	\$59.00	
	INTERIOR COMPARTMENT LIGHTS WITH INSTALLATION	Add:	\$650.00	
	KELVAR SPRAY BED LINER IN CARGO AREA	Add:	\$895.00	
	LADDER BOW SET	Add:	\$750.00	
	CAB OVER DELUXE LADDER/PIPE/MATERIAL RACK	Add:	\$1,985.00	
	BODY PAINTED OR POWDER COATED - AT THE MANUFACTURER	Add:	\$100.00	
	DEDUCT - BODY PRIMED ONLY AT THE MANUFACTURER	Deduct:	\$1,075.00	

			Unit Price	Days ARO
7	Body, Utility,1-1/2 Ton (60" CA)		\$9,465.00	60
	Vendor Product Number	6108D54LP		
	INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$1,650.00	
	FULL HEIGHT BODY IN LIEU OF LOW PROFILE	Add:	\$0.00	
	FLIP LID BODY IN LIEU OF LOW PROFILE	Add:	\$1,200.00	
	BALL HITCH BUMPER, 5,000 LB. CAPACITY	Add:	\$59.00	
	INTERIOR COMPARTMENT LIGHTS WITH INSTALLATION	Add:	\$550.00	
	KELVAR SPRAY BED LINER IN CARGO AREA	Add:	\$795.00	
	LADDER BOW SET	Add:	\$750.00	
	CAB OVER DELUXE LADDER/PIPE/MATERIAL RACK	Add:	\$1,875.00	
	BODY PAINTED OR POWDER COATED - AT THE MANUFACTURER	Add:	\$100.00	
	DEDUCT - BODY PRIMED ONLY AT THE MANUFACTURER	Deduct:	\$1,050.00	

			Unit Price	Days ARO
8	Body, Utility,1-1/2 Ton (84" CA)		\$11,785.00	60
	Vendor Product Number	6132D54LP		
	INSTALLATION OF BODY AND HOIST SYSTEMS	Add:	\$1,650.00	
	FULL HEIGHT BODY IN LIEU OF LOW PROFILE	Add:	\$0.00	
	FLIP LID BODY IN LIEU OF LOW PROFILE	Add:	\$1,575.00	
	BALL HITCH BUMPER, 5,000 LB. CAPACITY	Add:	\$59.00	
	INTERIOR COMPARTMENT LIGHTS WITH INSTALLATION	Add:	\$650.00	
	KELVAR SPRAY BED LINER IN CARGO AREA	Add:	\$995.00	
	LADDER BOW SET	Add:	\$750.00	
	CAB OVER DELUXE LADDER/PIPE/MATERIAL RACK	Add:	\$1,985.00	
	BODY PAINTED OR POWDER COATED - AT THE MANUFACTURER	Add:	\$125.00	
	DEDUCT - BODY PRIMED ONLY AT THE MANUFACTURER	Deduct:	\$1,250.00	

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: **November 18, 2025**

ITEM TITLE:

Title: Vehicle Upfitting

Department(s): Vehicle Maintenance / Sheriff's Office

Amount: \$118,335.11

FINANCIAL IMPACT:

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

Budget: **\$118,335.11** Project Cost: **\$118,335.11**

Balance: \$0.00

Finance Approval: _____

BACKGROUND DESCRIPTION:

On October 7, 2025, Council approved the purchase of four (4) 2026 Ram 1500 SSVs, one (1) 2026 Ram 2500 SSV, and ten (10) 2026 Dodge Durango PPV's for the Sheriff's Office, specifically for use in Investigations, Narcotics, and Road Deputies. This purchase request includes the upfitting of these vehicles with a range of emergency lighting and safety equipment, as detailed in the quotes. The equipment consists of emergency lights, mounting brackets, speakers, sirens, control heads, fuse panels, and other necessary components for installation and operation.

The procurement of this equipment is crucial for maintaining the department's readiness and response capability. It will ensure that the new vehicles are fully equipped to handle emergency situations with reliable lighting, sirens, and communication devices, which are essential for public safety and efficient operations.

Dana Safety Supply, Inc. of Greensboro, NC holds the SC State Contract for emergency light bars and related equipment under Contract No. 4400025308. This contract establishes fixed pricing for specific items and provides a minimum discount of 40% off the retail/list price for Code 3 Public Safety Equipment. Additionally, Dana Safety Supply has offered discounts ranging from 3.84% to 41% on other catalog items needed for the upfits.

ATTACHMENT(S):

1. Pricing Spreadsheet
2. Dana Safety Supply, Inc. Quotes
3. SC State Contract Information
4. Dana Safety Code 3 Price List

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of upfitting equipment from Dana Safety Supply, Inc. of Greensboro, NC, in the amount of \$118,335.11, per State Contract #4400025308

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

Tronda C. Popham, Procurement Director

Phil Shirley, Interim 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.

Sheriff's Office Vehicle Upfit

Dana Safety

State Contract No. 4400025308

QUOTE NO. 598903-G		(4) 2026 Ram 1500 SSV's, One (1) 2026 Ram 2500 SSV					
Quantity	Item #	Description	List Price	Discount	Discount Amount	Price	Extended Price
5	Z3SR-1	CODE 3 MATRIX Z3 W/PUSH BUTTON CONTROLLER	\$1,735.97	40.80%	\$708.21	\$1,027.76	\$5,138.80
5	C3900U	CODE 3 100W SPEAKER W/ UNIV BRKT	\$451.13	60.26%	\$271.84	\$179.29	\$896.45
20	MICROPAK-DC-BW	CODE 3 MICROPAK 6LED SURFACT MNT B/W	\$55.00	-	\$0.00	\$55.00	\$1,100.00
10	C3RNRDC-60L-BW	CODE 3 OUTLINERS SERIES BLUE/WHITE LEFT SIDE	\$232.00	-	\$0.00	\$232.00	\$2,320.00
5	C3RNRDC-60R-BW	CODE 3OUTLINERS SERIES BLUE/WHITE	\$232.00	-	\$0.00	\$232.00	\$1,160.00
12	CD3802RBAW-S	CODE 3 MEGATHIN, SURFACE MT, SMOKED, QUAD RBAW	\$206.67	41.37%	\$85.49	\$121.18	\$1,454.16
4	39-30008-CM	CODE 3 SPRVST MATRIX, FRNT, UNIV, RBW/RBW, 3CLR	\$887.17	-	\$0.00	\$887.17	\$3,548.68
4	SFMTG-TSUNIV	CODE 3 BRACKET, THIN SUPERVISOR UNIV	\$274.39	40.00%	\$109.76	\$164.63	\$658.52
1	16-32614-CM	CODE 3, COVERT LBAR, 52", BW/BW, BA/BA	\$4,373.07	41.69%	\$1,823.07	\$2,550.00	\$2,550.00
1	DGJRNY	CODE 3 MOUNTING KIT FOR RAM 1500 BLCK	\$140.63	40.79%	\$57.37	\$83.26	\$83.26
						Sub Total	\$18,909.87
						Sales Tax	\$1,134.59
						Freight	\$500.00
						GRAND TOTAL Quote 598903-G	\$20,544.46

QUOTE NO. 598862-E		(10) 2026 Dodge Durangos					
Quantity	Item #	Description	List Price	Discount	Discount Amount	Price	Extended Price
10	16-32645-CM	CODE 3 47IN MC BW/BA COVERT LIGHT BAR	\$4,305.18	40.77%	\$1,755.18	\$2,550.00	\$25,500.00
10	ADJBKT010-B	CODE 3 MTG BR KT BLK 2019 DURANGO	\$124.09	40.37%	\$50.09	\$74.00	\$740.00
10	C3900U	CODE 3 100W SPEAKER W/ UNIV BRKT	\$451.13	60.26%	\$271.84	\$179.29	\$1,792.90
10	Z3SR-1	CODE 3 Z3 SERIAL SIREN WITH ROTARY CONTROL HEAD	\$586.00	-	\$0.00	\$586.00	\$5,860.00
60	CD3802BW	CODE 3 MEGATHIN, SURFACE MT, BLUE/WHITE 2CLR	\$176.33	40.00%	\$70.54	\$105.79	\$6,347.40
20	MR6LBKT	CODE 3 90 DEGREE L SHAPED BRACKET MR6	\$16.86	39.98%	\$6.74	\$10.12	\$202.40
20	CD3802BA	CODE 3 DIRECTIONAL, MEGATHING, DUAL COLOR SURFACE MOUNT	\$206.48	40.00%	\$82.59	\$123.89	\$2,477.80
20	MICROPAK-DC-BA	CODE 3 MICROPAK BLUE AMBER	\$55.00	-	\$0.00	\$55.00	\$1,100.00
20	MICROPAK-DC-BW	CODE 3 MICROPAK 6LED SURFACE MNT, BLUE/WHITE	\$55.00	-	\$0.00	\$55.00	\$1,100.00
10	C3RNRDC-60L-BW	CODE 3 OUTLINERS SERIES BLUE/WHITE LEFT SIDE	\$232.00	-	\$0.00	\$232.00	\$2,320.00
10	C3RNRDC-60R-BW	CODE 3 OUTLINERS SERIES BLUE/WHITE	\$232.00	-	\$0.00	\$232.00	\$2,320.00
20	RNRBKT-DUR	CODE 3 BRACKETS FOR DURANGO	\$90.92	40.42%	\$36.75	\$54.17	\$1,083.40
10	5032B	BLUE SEA SYSTEM FUSE BLOCK ST BLADE	\$63.75	20.00%	\$12.75	\$51.00	\$510.00
10	PK 1130DUR11SCA	SMC 10XL-RP HORIZONTAL SLIDING WINDOW COATED POLY	\$1,089.00	35.04%	\$381.58	\$707.42	\$7,074.20
10	PK 0123DUR112ND	SMC 12VS VINYL CTD EXP MTL CARGO BARRIER 2011+	\$659.00	34.48%	\$227.22	\$431.78	\$4,317.80
10	PKG-PSM-345	HAV COMPUTER PASS SIDE MT PKG FOR 2011+ DURANGO	\$852.00	41.17%	\$350.73	\$501.27	\$5,012.70
10	UT-1001	HAV UNIVERSAL RUGGED CRADLE FOR APPROXIMATLEY 11-14 IN.	\$350.00	41.37%	\$144.79	\$205.21	\$2,052.10
10	GK1027IUHK	SMC S T-RAIL MOUNT 1 UNIVERSAL HK	\$409.00	33.77%	\$138.13	\$270.87	\$2,708.70
10	PP-2021-DUR-SWL	PLASTIX PLUS SHORTY CENTER CONSOLE, 2021-23 DURANGO	\$735.00	17.62%	\$129.51	\$605.49	\$6,054.90
10	PP-12VP	PLASTIX SINGLE 12V POWER PLUG WITH COVER	\$12.95	7.34%	\$0.95	\$12.00	\$120.00
10	PP-12VUSBCVM	PLASTIX PLUS DUAL USB 3.0/USB TYPE C CHARGER	\$29.95	3.84%	\$1.15	\$28.80	\$288.00
10	425-6408 JOTTO	FACEPLATE	\$53.44	25.15%	\$13.44	\$40.00	\$400.00
10	425-6291 JOTTO	RADIO FACE PLATE-MOTOROLA XPR4350	\$53.44	25.15%	\$13.44	\$40.00	\$400.00
10	BK1584DUR21	SMC PB450LR4 LIGHT-READY PUSH BUMPER W/ CODE 3	\$619.00	33.78%	\$209.07	\$409.93	\$4,099.30
10	PP-2021-DUR-AWDKIT	PASTIX PLUS AWD SWITCH KIT, 2021 DURANGO PURSUIT	\$10.00	16.00%	\$1.60	\$8.40	\$84.00
44	MR6MC-BW-SB	CODE 3 12LED MC UNIV.MNT-BLUE/WHITE STEADY BURN	\$188.93	40.00%	\$75.57	\$113.36	\$4,987.84
						Subtotal	\$88,953.44
						Sales Tax	\$5,337.21
						Freight	\$3,500.00
						Grand Total Quote 598862-E	\$97,790.65

Total Quote No 598903-G	\$20,544.46
Total Quote No 598862-E	\$97,790.65
Grand Total	\$118,335.11

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	598903-G
Customer No.	OCONE

Bill To
OCONEE COUNTY ACCOUNTS PAYABLE 415 SOUTH PINE STREET WALHALLA, SC 29691

Ship To
OCONEE COUNTY MOTOR POOL 15026 WELLS HWY ATTN: JEREMY FOSTER SENECA, SC 29678

Contact:
Telephone:
E-mail:

Contact: JEREMY FOSTER
Telephone: 864-888-1446
E-mail: jfooster@oconeesc.com

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
10/20/25	UPS GROUND FREIGHT			QUOTED FREIGHT	5 - RAM PICKUPS	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Bo Turner			Julius Turner- Colu Vehicles		JEREMY FOSTER		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
5	5	Y	Z3SH-1 CODE 3 MATRIX Z3 W/PUSH BUTTON CONTROLLER Warehouse: DROP SC STATE CONTRACT			1,027.7600	5,138.80
5	5	Y	Retail Cost \$1735.97 C3900U CODE 3 100W SPEAKER W UNIV BRKT Warehouse: DROP SC State Contract			179.2900	896.45
20	20	Y	Retail Cost \$451.13 MICROPAK-DC-BW CODE 3 MICROPAK, 6LED, SURFACE MNT, BLU/WHT, 2CLR Warehouse: DROP SC STATE CONTRACT			55.0000	1,100.00
10	10	Y	Item # 24 C3RNRDC-60L-BW CODE3 60" OUTLINERS SERIES BLUE/WHITE LEFT SIDE Warehouse: DROP SC STATE CONTRACT Item # 28			232.0000	2,320.00

Print Date	10/30/25
Print Time	01:00:17 PM
Page No.	1

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10/20/25	UPS GROUND FREIGHT			QUOTED FREIGHT	5 - RAM PICKUPS	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Bo Turner			Julius Turner- Colu Vehicles		JEREMY FOSTER		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
5	5	Y	C3RNRDC-60R-BW CODE3 60" OUTLINERS SERIES BLUE/WHITE RIGHT SIDE Warehouse: DROP SC STATE CONTRACT			232.0000	1,160.00
12	12	Y	Item # 28 CD3802RBAW-S CODE 3 MEGA THIN SURF MNT, SMOKED, QUAD, RBAW Warehouse: DROP SC STATE CONTRACT			121.1800	1,454.16
4	4	Y	Retail Cost 206.67 39-30008-CM CODE 3 SPRVSR MATRIX, FRNT, UNIV, RBW/RBW, 3CLR Warehouse: DROP SC STATE CONTRACT			887.1700	3,548.68
4	4	Y	Retail Cost \$1748.44 SFMTG-TSUNIV CODE3, BRACKET, THIN SUPERVISOR, UNIV Warehouse: DROP SC STATE CONTRACT Retail Cost \$274.39			164.6300	658.52

Print Date	10/30/25
Print Time	01:00:17 PM
Page No.	2

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10/20/25	UPS GROUND FREIGHT			QUOTED FREIGHT	5 - RAM PICKUPS	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Bo Turner			Julius Turner- Colu Vehicles		JEREMY FOSTER		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	16-32614-CM CODE3, COVERT LBAR, 52", BW/BW, BA/BA Warehouse: DROP Code 3 Covert Lightbar 52" Dual Color BW/BA 52" length, Multi-color BW front and Corners w/BA across rear, Black top with Clear lower lens4 SC STATE CONTRACT Retail Cost \$4373.07			2,550.0000	2,550.00
1	1	Y	DGJRNY CODE 3 MOUNTING KIT FOR RAM 1500 BLCK Warehouse: DROP SC STATE CONTRACT Retail Cost \$140.63			83.2600	83.26
<div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items & Quantities</div> <div>Quote Good for 30 Days</div>							

Print Date	10/30/25
Print Time	01:00:17 PM
Page No.	3

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Subtotal	18,909.87
Freight	500.00
6.000 % Sales Tax	1,134.59
Order Total	20,544.46

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

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Sales Quote No.	598862-E
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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
10/20/25	UPS GROUND FREIGHT			QUOTED FREIGHT	10 DURANGO	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Bo Turner			Julius Turner- Colu Vehicles		JEREMY FOSTER		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
10	10	Y	16-32645-CM CODE3 47" MC BW/BA Covert Lightbar Warehouse: DROP 47" length, Multi-color BW front and Corners w/ BA across rear, Black top with Clear lower lens RETAIL \$ 4305.18 SC STATE CONTRACT			2,550.0000	25,500.00
10	10	Y	ADJBKT010-B CODE3, MTG BR KT BLK 2019 DURANGO Warehouse: DROP MTG BR KT BLK 2019 DURANGO RETAIL \$ 124.09 SC STATE CONTRACT			74.0000	740.00
10	10	Y	C3900U CODE3 100W SPEAKER W UNIV BRKT Warehouse: DROP CODE 3 C3900 SPEAKER WITH UNIVERSAL BRACKET ITEM 0016 SC STATE CONTRACT RETAIL \$ 451.13			179.2900	1,792.90

Print Date	10/30/25
Print Time	12:53:04 PM
Page No.	1

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Entered By		Salesperson		Ordered By	Resale Number	
Bo Turner		Julius Turner- Colu Vehicles		JEREMY FOSTER		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
10	10	Y	Z3SR-1 CODE3 Z3 SERIAL SIREN WITH ROTARY CONTROL HEAD Warehouse: DROP		586.0000	5,860.00
60	60	Y	CODE 3 ITEM 0027 SC STATE CONTRACT CD3802BW CODE3, MEGATHIN, SURFACE MT, BLU/WHT, 2CLR Warehouse: DROP		105.7900	6,347.40
20	20	Y	CODE 3 Directional, Mega Thin™, Dual Color, surface mount, 12-24VDC, Blue/White RETAIL \$ 176.33 SC STATE CONTRACT MR6LBKT CODE3 90° 'L' shaped bracket (MR6) Warehouse: DROP		10.1200	202.40
			CODE 3 L-BRACKET RETAIL \$ 16.86 SC STATE CONTRACT			

Print Date	10/30/25
Print Time	12:53:04 PM
Page No.	2

Printed By: Bo Turner

Continued on Next Page

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10/20/25	UPS GROUND FREIGHT			QUOTED FREIGHT	10 DURANGO	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Bo Turner			Julius Turner- Colu Vehicles		JEREMY FOSTER		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
20	20	Y	CD3802BA CODE3 Directional, Mega Thin™, Dual Color, surface mou Warehouse: DROP CODE 3 Directional, Mega Thin™, Dual Color, surface mount, 12-24VDC, Blue/Amber RETAIL \$ 206.48 SC STATE CONTRACT			123.8900	2,477.80
20	20	Y	MICROPAK-DC-BA CODE3 MICROPAK BLUE AMBER Warehouse: DROP CODE 3 ITEM 0024 SC STATE CONTRACT			55.0000	1,100.00
20	20	Y	MICROPAK-DC-BW CODE3, MICROPAK, 6LED, SURFACE MNT, BLU/WHT, 2CLR Warehouse: DROP CODE 3 ITEM 0024 SC STATE CONTRACT			55.0000	1,100.00
10	10	Y	C3RNRDC-60L-BW CODE3 OUTLINERS SERIES BLUE/WHITE LEFT SIDE Warehouse: DROP CODE 3 ITEM 0028 SC STATE CONTRACT			232.0000	2,320.00

Print Date	10/30/25
Print Time	12:53:04 PM
Page No.	3

Printed By: Bo Turner

Continued on Next Page

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
10/20/25	UPS GROUND FREIGHT		QUOTED FREIGHT	10 DURANGO	NET30
Entered By		Salesperson		Ordered By	Resale Number
Bo Turner		Julius Turner- Colu Vehicles		JEREMY FOSTER	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	C3RNRDC-60R-BW CODE3 OUTLINERS SERIES BLUE/WHITE Warehouse: DROP CODE 3 ITEM 0028 SC STATE CONTRACT RNRBKT-DUR CODE3 Brackets for Durango Warehouse: DROP RETAIL \$ 90.92 SC STATE CONTRACT 5032B BLUE SEA SYSTEM FUSE BLOCK ST BLADE Warehouse: DROP RETAIL \$ 63.75 PK1130DUR11SCA SMC 10XL-RP HORIZONTAL SLIDING WINDOW - COATED POLY Warehouse: DROP GSA ITEM # 10-XL-C C, VEHICLE 2011+ DODGE DURANGO ***** INCLUDES LOWER EXTENTION PANELS ***** "#10XL Horizontal Sliding WindowCoated PolycarbonateXL Panel Partition" RETAIL \$ 1089.00	232.0000	2,320.00
20	20	Y		54.1700	1,083.40
10	10	Y		51.0000	510.00
10	10	Y		707.4200	7,074.20

Print Date	10/30/25
Print Time	12:53:04 PM
Page No.	4

Printed By: Bo Turner

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	598862-E
Customer No.	OCONE

Bill To
OCONEE COUNTY ACCOUNTS PAYABLE 415 SOUTH PINE STREET WALHALLA, SC 29691

Ship To
OCONEE COUNTY MOTOR POOL 15026 WELLS HWY ATTN: JEREMY FOSTER SENECA, SC 29678

Contact:
Telephone:
E-mail:

Contact: JEREMY FOSTER
Telephone: 864-888-1446
E-mail: jfooster@oconeesc.com

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
10/20/25	UPS GROUND FREIGHT		QUOTED FREIGHT	10 DURANGO	NET30
Entered By		Salesperson		Ordered By	Resale Number
Bo Turner		Julius Turner- Colu Vehicles		JEREMY FOSTER	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	PK0123DUR112ND SMC 12VS VINYL CTD EXP MTL CARGO BARRIER 2011+ DURANGO Warehouse: DROP VEHICLE YEAR - DURANGO 2025 ***** "Cargo Area Parition#12VS Stationary WindowVinyl Coated Expanded Metal*FOR USE WITH: -2nd Row Seat" RETAIL \$ 659.00	431.7800	4,317.80
10	10	Y	PKG-PSM-345 HAV Computer Pass Side Mt Pkg for 2011+ DURANGO Warehouse: DROP vehicle year - 2025 ***** Premium Pedestal Mount Package for 2011-2025 Dodge Durango & 2011-2022 Jeep Grand Cherokee Model Code WK RETAIL \$ 852.00	501.2700	5,012.70
10	10	Y	UT-1001 Hav Universal Rugged Cradle for approximately 11"-14" Warehouse: DROP Universal Rugged Cradle for approximately 11"-14" Computing Devices RETAIL \$ 350.00	205.2100	2,052.10

Print Date	10/30/25
Print Time	12:53:04 PM
Page No.	5

Printed By: Bo Turner

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	598862-E
Customer No.	OCONE

Bill To
OCONEE COUNTY ACCOUNTS PAYABLE 415 SOUTH PINE STREET WALHALLA, SC 29691

Ship To
OCONEE COUNTY MOTOR POOL 15026 WELLS HWY ATTN: JEREMY FOSTER SENECA, SC 29678

Contact:
Telephone:
E-mail:

Contact: JEREMY FOSTER
Telephone: 864-888-1446
E-mail: jfooster@oconeesc.com

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/20/25	UPS GROUND FREIGHT		QUOTED FREIGHT	10 DURANGO	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Bo Turner		Julius Turner- Colu Vehicles		JEREMY FOSTER		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
10	10	Y	GK10271UHK SMC S T-RAIL MOUNT 1 UNIVERSAL HK Warehouse: DROP		270.8700	2,708.70
10	10	Y	GK1027IUHK S T-RAIL MOUNT 1 UNIVERSAL HK RETAIL \$409.00 PP-2021-DUR-SWL PLASTIX PLUS SHORTY CENTER CONSOLE, 2021-23 DURAN Warehouse: DROP 2021-2024 Durango Pursuit SHORTY center console with Locking Arm Rest Lid. INCLUDES USB/USB-c extension plug. REQUIRES factory metal floor plate. ***LISTED BELOW*** EQUIPMENT MOUNTED IN THE CONSOLE TRUCKS WILL BE GETTING THE FOLLOWING 1 MOTOROLA 5550 RADIO 1 Z3 CODE 3 CONTROL HEAD 1 DUAL USB3.0/USB-C CHARGER PLUG W/ VOLTMETER 1 12V PLUG 04/24/24 RETAIL \$735.00		605.4900	6,054.90
10	10	Y	PP-12VP PLASTIX Single 12V Power PLUG WITH COVER Warehouse: DROP PLASTIX PLUS Single 12V Power Port with cover (cigarette plug style). Requires 12v input RETAIL \$ 12.95		12.0000	120.00

Print Date	10/30/25
Print Time	12:53:04 PM
Page No.	6

Printed By: Bo Turner

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	598862-E
Customer No.	OCONE

Bill To
OCONEE COUNTY ACCOUNTS PAYABLE 415 SOUTH PINE STREET WALHALLA, SC 29691

Ship To
OCONEE COUNTY MOTOR POOL 15026 WELLS HWY ATTN: JEREMY FOSTER SENECA, SC 29678

Contact:
Telephone:
E-mail:

Contact: JEREMY FOSTER
Telephone: 864-888-1446
E-mail: jfooster@oconeesc.com

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/20/25	UPS GROUND FREIGHT		QUOTED FREIGHT	10 DURANGO	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Bo Turner		Julius Turner- Colu Vehicles		JEREMY FOSTER		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
10	10	Y	PP-12VUSBCVM PLASTIX PLUS DUAL USB 3.0/USB TYPE C CHARGER Warehouse: DROP PLASTIX PLUS Dual USB 3.0/USB Type-C Charger WITH digital volt meter. Requires 12v input. RETAIL \$29.95		28.8000	288.00
10	10	Y	425-6408 JOTTO, FACEPLATE Warehouse: DROP PLASTIX PLUS JOTTO Code 3 Z3 Control Head - 4" Faceplate RETAIL \$ 53.44		40.0000	400.00
10	10	Y	425-6291 JOTTO RADIO FACE PLATE-MOTOROLA XPR4350 Warehouse: DROP PLASTIX PLUS JOTTO Motorola XPR 4350 / 4380 / 4550 /4580 / 5350 / 5550 (DASH MOUNT ONLY) Radio Series 3" Faceplate RETAIL \$ 53.44		40.0000	400.00

Print Date	10/30/25
Print Time	12:53:04 PM
Page No.	7

Printed By: Bo Turner

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-847-8762

Sales Quote No.	598862-E
Customer No.	OCONE

Bill To
OCONEE COUNTY ACCOUNTS PAYABLE 415 SOUTH PINE STREET WALHALLA, SC 29691

Ship To
OCONEE COUNTY MOTOR POOL 15026 WELLS HWY ATTN: JEREMY FOSTER SENECA, SC 29678

Contact:
Telephone:
E-mail:

Contact: JEREMY FOSTER
Telephone: 864-888-1446
E-mail: jfooster@oconeesc.com

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/20/25	UPS GROUND FREIGHT		QUOTED FREIGHT	10 DURANGO	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Bo Turner			Julius Turner- Colu Vehicles	JEREMY FOSTER		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
10	10	Y	BK1584DUR21 SMC PB450LR4 LIGHT-READY PUSH BUMPER W/CODE 3 MI Warehouse: DROP PB450LR4 LIGHT-READYWith CODE3 MR6 RETAIL \$ 619.00		409.9300	4,099.30
10	10	Y	PP-2021-DUR-AWDKIT PLASTIX PLUS AWD SWITCH KIT, 2021 DURANGO PURSUIT Warehouse: DROP Includes cutout in faceplate, (3) 1/2" spacers and (3) bolts and nuts RETAIL \$ 10.00		8.4000	84.00
44	44	Y	MR6MC-BW-SB CODE 3 12LED MC UNIV. MNT-BLUE/WHITE, STEADY BURN Warehouse: DROP RETAIL \$ 188.93 SC STATE CONTRACT Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days		113.3600	4,987.84

Print Date	10/30/25
Print Time	12:53:04 PM
Page No.	8

Printed By: Bo Turner

Subtotal	88,953.44
Freight	3,500.00
6.000 % Sales Tax	5,337.21
Order Total	97,790.65



Division of
Procurement Services

[Home](#) > [Statewide Term Contracts](#) > Statewide Term Contract Search
Statewide Term Contracts

[Back](#)

Light Bars - Law Enforcement, EMS & Fire Departments

Classification	Contract Type Manager	Phone#
Goods & Services StateTerm	DeAna Reed-Sharpe	803.896.6389

Description:

****Place all orders directly with each Vendor****

When placing orders, be sure to reference the complete contract number. This is essential for the Vendors ability to process orders accurately, quickly and to comply with the reporting requirements of this contract. Click on the links below to access the pricing and ordering information for each brand of equipment.

- [Star Headlight & Lantern Company, Inc.](#)
- [Code 3 PSE](#)
- [Federal Signal Corporation](#)
- [Whelen Engineering Company](#)
- [Brooking Industries](#)
- [Soundoff Signal](#)
- [Feniex Industries, Inc.](#)

Light Bars - Law Enforcement, EMS & Fire Departments

Start Date: 02/09/2021 | **End Date:** 02/08/2026

Contract#: Multiple Contract Numbers

Solicitation#: [5400020377](#)

Vendor: [Dana Safety Supply](#)

Contract#: 4400025308

Vendor#: 7000170275

Address: 4809 Koger Boulevard, Greensboro, NC 27407

Phone#: 803-798-3670

Fax#: 803-798-3676

Awarded Lot 1 - [Star Headlight & Lantern Company, Inc.](#)

Awarded Lot 2 - [Code 3 PSE](#)

Awarded Lot 5 - [Brooking Industries, Inc.](#)

Vendor Files/Links:

- [Star Headlight & Lantern Company, Inc. Price List](#)
- [Code 3 PSE Price List](#)
- [Brooking Industries Price List](#)

Contact: Mark Cowart

Email: mcowart@danasafety.com

Vendor: [Tri-County PSE, LLC](#)

Contract#: 4400025309

Vendor#: 7000165097

Address: 4592 Toney Bay Road, Holly Hill, SC 29059

Phone#: 843-771-9418

Awarded Lot 3 - Federal Signal Corporation

Vendor Files/Links:

- [Federal Signal Price List](#)

Contact: Travis Floyd

Email: tfloyd@tricityupfitters.com

Vendor: [West Chatham Warning Devices](#)

Contract#: 4400025320

Vendor#: 7000046925

Address: 131 Brookside Parkway, Lexington, SC 29072

Phone#: 803-520-6637

Fax#: 912-238-1369

Awarded Lot 4 - Whelen Engineering Company

Alternate Phone Number: 912-234-2600 ext. 103

Vendor Files/Links:

- [Whelen Engineering Company Price List](#)

Contact: Denise Stewart

Email: denise@westchatham.com

Vendor: [Campbell Brown, Inc.](#)

Contract#: 4400025321

Vendor#: 7000052086

Address: 1131 White Horse Road, Greenville, SC 29604

Phone#: 800-849-5050 ext. 1121 **Fax#:** 864-277-7297

Awarded Lot 6 - Soundoff Signal

Vendor Files/Links:

- [Soundoff Signal Price List](#)

Contact: Donnie Brown

Email: dbrown@campbell-brown.com

Vendor: [Tra-Fx Fleet Services LLC](#)

Contract#: 4400025322

Vendor#: 7000279648

Email: info@trafxfleet.com

Address: 2460 Remount Road, Suite 108, North Charleston, SC 29406

Phone#: 843-751-4377

Awarded Lot 7 - Feniex Industries, Inc.

Vendor Files/Links:

- [Feniex Industries, Inc. Price List](#)

Contact: Therrell Williams

Email: therrell@trafxfleet.com



Division of Procurement Services

1201 Main St., Suite 600 | Columbia, SC 29201

MAIN: 803.737.0600 | **FAX:** 803.737.0639



Vendor: Dana Safety Supply
Contract Number: 4400025308

Lot 2: CODE 3 PSE

<u>Item #</u>	<u>Description</u>	<u>Unit Price</u>
Item 0013	Light Bar Model 21TRP47/21TRP52 Single Color (Cover 47" and 52" Light Bars). Warranty: 5 years	\$995.00 \$1,220.00
Item 0014	Mega Thin Stik Series, Low-profile, Combination Light, 24.6/35.1", 6 Lightheads, Dual Color, Model MTS626MC-*/MTS835MC-*. Warranty: 5 years	\$303.00 \$395.00
Item 0014	Programmable Siren with Tones and Lighting Controller, Model 3492L6S XCEL. Warranty: 5 years	\$259.00 \$336.00
Item 0015	Programmable Siren with Tone Control, Model 3492S XCEL. Warranty: 5 years	\$234.00 \$303.00
Item 0016	Siren Speaker, Model C3100U/Bracket. Warranty: 5 years	\$104.00 \$139.00
<i>The "****" will designate color when the customer orders. R for Red, B for Blue, W for White, A for amber. Any two colors can be used, or for single color, the same letter twice-BB, RR, etc. This applies for all lights with ** in the model numbers below.</i>		
Item 0017	Grill Light, Model MR6**. Warranty: 5 years	\$52.00 \$68.00
Item 0018	Double Light for Rear Deck, Model XT302** (or replacement model). Warranty: 5 years	\$66.00 \$125.00
Item 0019	Single Blue Light, Model XTP3*. Warranty: 5 years	\$26.00 Discontinued
Item 0020	21 Series Matrix Lightbar, 47", Model 21-31715-CM/21-31636-CM. Warranty: 5 years	\$967.00 \$1,220.00
Item 0021	6-LED Low Profile Hide-away HB12PAK-DC** (Dual color available in Red/ Blue, Blue/White). Warranty: 5 years	\$48.00 Discontinued
Item 0022	Dual LED for Front or Rear, Model XT402**SS (or replacement model). Warranty: 5 years	\$99.00 Discontinued
Item 0023	Micropak Series, Low profile, Surface Mount, Single Color Warning Light, Model Micropak-*. Warranty: 5 years	\$40.00 \$52.00
Item 0024	Micropak Series, Low profile, Surface Mount, Dual Color Warning Light, Model Micropak-DC-*. Warranty: 5 years	\$42.00 \$55.00

Item 0025	M180 Series Multi-mount Exterior Light, Single Color, Brackets included, Model M180S-*. Warranty: 5 years	\$ 67.00 Discontinued
Item 0026	M180 Series Multi-mount Exterior Light, Dual Color, Brackets included, Model M180SMC-**. Warranty: 5 years	\$ 87.00 \$110.00
Item 0027	Z3S Siren, Serial with Push Button/Rotary Control Head, Model Z3SP-1/Z3SR-1. Warranty: 5 years	\$484.00 \$586.00
Item 0028	Outliner Series, Dual-Color Warning Lights for Running Boards/Push Bumpers/Tailgates, Left/Right, 61.3", Model C3RNRDC-60L-**/C3RNRDC-60R-**. Warranty: 5 years	\$182.00 \$232.00

Code 3 PSE's Percentage Discount off of List Price for Law Enforcement Lights & Emergency Warning Equipment catalog: **40%**

Code 3 PSE's Percentage Discount off of List Price for EMS and Fire Safety Lights & Emergency Warning Equipment catalog: **40%**

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 18, 2025

ITEM TITLE:

Title: PO 55436 Change Order No. 1 – Smith Gardner, Inc.

Department(s): Solid Waste

PO 55436: \$112,800.00

Change Order 1: \$ 25,000.00

Purchase Order Total: \$137,800.00

FINANCIAL IMPACT:

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

Budget: \$25,000.00 Project Cost: \$25,000.00 Balance: \$0.00

Finance Approval: _____

BACKGROUND DESCRIPTION:

On June 6, 2023, Council approved the award to Smith Gardner, Inc. for design, permitting, and procurement assistance related to the new scale complex, entrance driveway, and access road at the Seneca Landfill. The scope of work included: a topographic survey; Clean Water Act permit application; drawings and specifications; DHEC Stormwater Construction Permit application; SCDOT driveway encroachment permit applications; and procurement bid / construction assistance. Construction work will be bid separately.

On June 7, 2023, Purchase Order 55436 was issued to Smith Gardner in the amount of \$112,800.00.

This request is for Change Order No. 1 in the amount of \$25,000.00, resulting in a revised purchase order total of \$137,800.00.

The Clean Water Act permit application required additional time and expenses beyond the original scope. Following submission, the Army Corps of Engineers (ACOE) conducted a field inspection of the proposed entrance road and scale house areas. The inspection revealed that the initial entrance road design would exceed the allowable creek bed impact limit of 0.005 acres, which would trigger approximately \$225,000 in mitigation costs for wetland impacts. To avoid these costs, additional survey work, redesigns, engineering plan revisions, and coordination meetings among the engineering and wetlands consultants and ACOE were required over the past nine months. These efforts resulted in budget overages. Therefore, an additional \$25,000.00 is requested to cover the required redesign and permitting support.

SPECIAL CONSIDERATIONS OR CONCERNS:

Initial funding for this project was provided in the FY 2022–2023 Budget. The requested \$25,000.00 Change Order will be funded by the department's Buildings and Capital Expenditures budget under the FY 2025–2026 Fiscal Year Budget.

ATTACHMENT(S):

1. Smith Gardner Change Order Request dated 10-3-2025

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve PO# 55436, Change Order # 1, to Smith Gardner, Inc. of Raleigh, NC, in the amount of \$25,000.00, for a revised purchase order total of \$137,800.00.

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

October 3, 2025

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

RE: **Change Order No. 1 (PO#55436)**
New Entrance Road and Scale House Relocation Project
Seneca Landfills
Oconee County, South Carolina

Dear Mr. Still:

Smith Gardner, Inc. (S+G) has prepared this **Change Order No. 1** to request additional funding to support the New Entrance Road and Scale House Relocation project for the Oconee County-Seneca landfill facility. Provided below are details and supportive information for the requested change order.

Change Order No. 1 Request

The Clean Water Act Permit Application task required additional time and expenses to complete. Army Corps of Engineers (ACOE) were engaged to visit the Oconee County landfill facility to inspect the areas where the proposed scale house and entrance road are to be constructed. As a result of this inspection, it was determined that the entrance road design in the area of the creek crossing would result in a loss of creek bed above the ACOE allowable limit of 0.005 acres.

The original budget approved by Oconee County with Purchase Order #55436 was \$112,800. In order to account for the additional time and expenses required to satisfy the ACOE and to redesign the entrance road, **additional funding of \$25,000.00** is requested. Therefore, it is requested that the PO be modified as follows:

Item Description	Original Budget	Additional Budget	Revised Budget
Topographic Survey	\$5,000	---	\$5,000
Clean Water Act Permit Application	\$6,100	\$10,000	\$16,100
Drawings and Specifications	\$60,400	\$15,000	\$75,400
DHEC Stormwater Construction Permit Application	\$16,000		\$16,000
SCDOT Driveway Encroachment Permit Application	\$7,300		\$7,300
Construction Procurement Assistance	\$18,000	---	\$18,000
	\$112,800.00	\$25,000.00	\$137,800.00

Change Order No. 1

New Entrance Road and Scale House Relocation Project

October 3, 2025

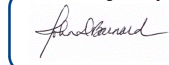
Page 2 of 2

We appreciate the opportunity to work with Oconee County on this project. If you have any questions, or require further information, please contact Kevin Anderson at (919) 828-0577.

Sincerely,

SMITH GARDNER, INC.

DocuSigned by:



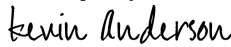
9E91654B985E437...

John D. Barnard, P.E.

Senior Engineer

johnb@smithgardnerinc.com

DocuSigned by:



D01A3CF86478466...

C. Kevin Anderson, P.G.

Senior Geologist

kevin@smithgardnerinc.com

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 18, 2025

ITEM TITLE:

Title: 2025 Chevrolet Silverado

Department: Information Technology (IT)

Amount: \$53,298.00

FINANCIAL IMPACT:

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

Budget: **\$ 53,298.00** Project Cost: **\$53,298.00**

Balance: **\$0.00**

Finance Approval: _____

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

BACKGROUND DESCRIPTION:

The Fiscal Year 2025-2026 Budget Capital Replacement plan includes One (1) 2025 Chevrolet Silverado for the Information Technology (IT) Department. This vehicle is currently available on the dealership lot, ensuring minimal wait time for delivery. If the County were to place a custom order, delivery would be delayed until the 1st quarter of 2026.

This vehicle will replace a 2010 Chevrolet Tahoe (100.28) with 133,500 miles. The 2010 Chevrolet Tahoe will be sold as surplus or replace older vehicles used in other County departments.

The Fleet Interim Maintenance Director has reviewed and approved this purchase.

Hendrick Chevrolet is the awarded vendor under South Carolina State Contract #4400037566 for Chevrolet vehicles.

SPECIAL CONSIDERATION(S):

Hendrick Chevrolet of Columbia SC is a SC State Contract holder for Chevrolet vehicles.

ATTACHMENT(S):

1. Pricing Spreadsheet
2. Hendrick Chevrolet quote
3. SC State Contract information

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of one (1) 2025 Chevrolet Silverado from Hendrick Chevrolet of Columbia, SC, in the amount of \$53,298.00.

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

Chevrolet Silverado **State Contract #4400037566**

Description	Quantity	Total Price
2025 Chevrolet Silverado Crew Cab	1	\$52,798.00
Includes: 5.3L V8 Gas Engine; Automatic Transmission; Air Conditioning; AM/FM Radio with Bluetooth; Vinyl 40/20/40 Bench Seat; Rearview Camera; Power Steering; Power Brakes; Power Windows and Door Locks; Cruise Control; Vinyl Floor; Forward Collision Alert Sensor; Front Pedestrian Braking Sensor		
Subtotal	1	\$52,798.00
SC IMF Fee	1	\$500.00
GRAND TOTAL		\$53,298.00



100 PARKRIDGE DRIVE COLUMBIA, S.C. 29212

HENDRICK CHEVROLET COLUMBIA

803-513-5905

donald.lockhart@hendrickauto.com

STATE CONTRACT # 4400037566 FOR STATE OF S.C.
2025 CHEVROLET SILVERADO CREW CAB PPV 4X4

\$53298.00

INCLUDES S.C. IMF FEE AND DMV TEMP

BLACK, STERLING GRAY EXTERIOR

EBONY CLOTH/VINYL INTERIOR

5.3L V8 GAS ENGINE

POLICE PPV PACKAGE 4X4

SHORT BED CREW CAB MODEL ONLY

10 SPEED AUTOMATIC TRANSMISSION

STD A/C

FRONT 40/20/40 SEATS -CLOTH

FOLD DOWN CONSOLE/ARMREST

100 Parkridge Drive | Columbia, SC 29212 | www.HendrickChevroletColumbia.com



POWER SEAT FOR DRIVER
2ND ROW SPLIT BENCH/VINYL
VINYL FLOOR COVERING
POWER WINDOWS, LOCKS AND MIRRORS
TILT STEERING WHEEL
KEYLESS REMOTE ENTRY – 6 FOBS
PUSH BUTTON START
7" COLOR TOUCH AM/FM
STEREO/BLEETOOTH
REAR HD VISION CAMERA
CRUISE CONTROL
BLACK ASSIST STEPS
REAR DEFOGGER
PPV PACKAGE:
HD AIR CLEANER
CERTIFIED SPEEDOMETER
CALIBRATED SURVEILLANCE MODE
LOCKING DIFFERENTIAL
TWO SPEED TRANSFER CASE ROTARY



HD POLICE RATED SUSPENSION
20" BLACK PAINTED STEEL WHEELS
20" ALL TERRAIN TIRES
TRAILER HITCH AND WIRING
INTEGRATED TRAILER BRAKE CONTROLLER
SKID PLATES
CHEVYTEC SPRAYIN BEDLINER
Z7X TWO INCH SUSPENSION LIFT
FOLLOWING DISTANCE INDICATOR
FRONTAL COLLISION ALERT
FRONT PEDESTRIAN BRAKING
WIRING FOR HORN AND SIREN CIRCUIT
WIRING FOR GRILLE LAMPS AND SPEAKER

PAYMENTS TO BE SENT TO:

100 Parkridge Drive | Columbia, SC 29212 | www.HendrickChevroletColumbia.com



Division of
Procurement Services

Vehicles

Start Date: 09/13/2024 | **End Date:** 09/12/2027

Solicitation#: [5400026980](#)

Attachments:

- [List of Contractors, Manufacturer's](#)

Vendor: [Alan Jay](#)

Contract#: 4400035155

Vendor#: 7000281243

Address: 5530 US Hwy 27 S, Sebring, FL 33870

Contact: Matt Forte

Phone#: 863-402-4234

Email: matt.forte@alanjay.com

Vendor: [Beach Automotive Group](#)

Contract#: 4400035158

Vendor#: 7000344224

Address: 851 Jason Blvd., Myrtle Beach, SC 29578

Contact: Keith Laylo

Phone#: 570-956-6007

Email: keith@beachautomotive.com

Vendor: [Benson Automotive of Spartanburg](#)

Contract#: 4400036886

Vendor#: 7000341724

Address: 1098 North Pine St. Spartanburg, SC 29303

Contact: Jimmy Benson

Phone#: 864-419-3627

Email: jbenson@bensonautomotive.com

Vendor: [Benson Hyundai](#)

Contract#: 4400036887

Vendor#: 7000341998

Address: 250 Reidville Rd., Spartanburg, SC 29301

Contact: Alex Benson

Phone#: 864-419-9445

Email: abenson@drivebensonkia.com

Vendor: [Benson Nissan](#)

Contract#: 4400036885

Vendor#: 7000246679

Address: PO Box 3447, Spartanburg, SC 29304

Contact: Jimmy Benson

Phone#: 864-419-3627

Email: jbenson@bensonautomotive.com

Vendor: [Carl Black](#)

Contract#: 4400035160

Vendor#: 7000358424

Address: 11500 E Colonial Dr., Orlando, FL 32817

Contact: Edgar Massoni

Phone#: 305-781-3661

Email: emassoni@carlblack.com

Vendor: [Carolina International](#)

Contract#: 4400035138

Vendor#: 7000083474

Address: 1619 Bluff Rd., Columbia, SC 29201

Contact: Steve Wiser

Phone#: 803-446-3443

Email: swiser@carolinainternational.com

Vendor: [Cooper Chevrolet](#)

Contract#: 4400036888

Vendor#: 7000342507

Address: 351 North Jefferies Blvd,

Contact: Chip Cooper

Phone#: 864-939-0428

Email: chip@coopermotor.com

Vendor: [Dick Smith Ford](#)

Contract#: 4400035139

Vendor#: 7000088455

Address: 7201 Garner's Ferry Rd., Columbia, SC 29209

On 10/10/2025 the State removed the Nissan line from this contract. Dick Smith Nissan now has a separate contract for the sale of Nissan vehicles.

Contact: Adam Rodriguez

Phone#: 803-343-5812

Email: adamrodriguez@dicksmith.com

Contact: Tom Counts

Phone#: 803-309-2752

Email: thomascounts@dicksmith.com

Vendor: [Dick Smith Nissan](#)

Contract#: 4400038207

Vendor#: 7000241463

Address: 9940 Two Notch Rd., Columbia, SC 29223

Contact: Adam Rodriguez

Phone#: 803-343-5812

Email: adamrodriguez@dicksmith.com

Vendor: [Excel Truck Group](#)

Contract#: 4400035153

Vendor#: 7000245133

Address: 2790 Shop Rd., Columbia, SC 29209

Contact: Bill Fuller

Phone#: 803-376-4455 Ext 1205

Email: bfuller@exceltg.com

Vendor: [Ford of Spartanburg](#)

Contract#: 4400035159

Vendor#: 7000346069

Address: 501 E. Daniel Wergan Ave., Spartanburg, SC 29302

Contact: David Vetter

Phone#: 864-585-3600 Ext 267

Email: dvetter@fordofspartanburg.com

Vendor: [Horace G Ilderton, LLC](#)

Contract#: 4400035150

Vendor#: 7000145179

Address: 701 S Main St., High Point, NC 27260

Contact: Catherine Martin

Phone#: 336-887-4043

Email: cmartin@ilderton.com

Contact: Kim Tuttle

Phone#: 336-822-8704

Email: ktuttle@ilderton.com

Vendor: Hendrick Chevrolet

Contract#: 4400037566

Vendor#: 7000377020

Address: 100 Parkridge Dr., Columbia, SC 29202

On July 17, 2025, the State terminated the Love Chevrolet Contract and awarded Hendrick Chevrolet in lieu of performing a novation due to the sale of Love to Hendrick.

Contact: Shawn Roberts

Phone#: 803-518-1242

Email: shawn.roberts@hendrickauto.com

Vendor: Lynn Cooper

Contract#: 4400036882

Vendor#: 7000025437

Address: 305 East Main Street, Clinton, SC 29325

Contact: Chip Cooper

Phone#: 864-939-0428

Email: chip@coopermotor.com

Vendor: Model 1

Contract#: 4400036359

Vendor#: 7000348813

Address: 9225 Priority Way W Dr., Suite 300, Indianapolis, IN 46240

In January 2025, and for the purposes of this contract, Creative Bus Sales became Model 1 and the Creative Bus Sales contract (4400035152) was terminated and replaced with this Model 1 Contract.

Contact: Karla Lynch

Phone#: 470-373-7479

Email: klynch@model1.com

Vendor: [Parks Chevrolet](#)

Contract#: 4400035156

Vendor#: 7000316590

Address: 1051 Asheville Hwy, Spartanburg, SC 29303

Contact: Steve Plowman

Phone#: 704-791-3824

Email: splowman@parksautogroup.com

Vendor: [Parks Ford](#)

Contract#: 4400035157

Vendor#: 7000343706

Address: 601 Duncan Hill Rd., Hendersonville, NC 28792

Contact: Jeff Williams

Phone#: 828-693-4281, Ext 6253

Email: jeffwilliams@parksautogroup.com

Vendor: [Richard Kay Automotive](#)

Contract#: 4400036884

Vendor#: 7000154825

Address: 1935 Pearman Dairy Rd., Anderson, SC 29625

Contact: Justin Heath

Phone#: 864-395-5532

Email: jheath@richardkayauto.com

Vendor: [Santee Automotive](#)

Contract#: 4400035151

Vendor#: 7000214142

Address: 2601 Paxville Highway, Manning, SC 29102

Contact: Scott Watford

Phone#: 888-853-5338

Email: scott@santeefleet.com

Vendor: [Shealy's Truck Center](#)

Contract#: 4400035137

Vendor#: 7000028278

Address: 1340 Bluff Rd., Columbia, SC 29201

Contact: Steve Gardner

Phone#: 803-201-9257

Email: sgardner@shealytruck.com

Vendor: [Stivers Ford](#)

Contract#: 4400036910

Vendor#: 7000369259

Address: 4355 Jonesboro Road, Union City, GA 30291

Contact: Roger Moore

Phone#: 770-527-9041

Email: rmoores@stiversonline.com

Vendor: [Team Dodge Ram of Myrtle Beach](#)

Contract#: 4400035215

Vendor#: 7000335857

Address: 4849 US Highway 501, Myrtle Beach, SC 29579

Contact: Chris Hardee

Phone#: 843-960-9130 ext 8005

Email: chardee@teamautogroup.com

Vendor: [Toyota of Greensboro](#)

Contract#: 4400036889

Vendor#: 7000366128

Address: 2630 Battleground Ave., Greensboro, SC 27408

Contact: Andy Slaughter

Phone#: 336-583-5846

Email: aslaughter@toyotaofgreensboro.com

Vendor: [US Fleet Source](#)

Contract#: 4400035154

Vendor#: 7000264582

Address: 979 Village Oaks Dr., Covina, CA 91724

Contact: Sales

Phone#: 877-315-9397

Email: sales@usfleetsource.com



Division of Procurement Services

1333 Main St., Suite 700 | Columbia, SC 29201

MAIN: 803.737.0600 | **FAX:** 803.737.0639



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE September 2, 2025
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

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

BACKGROUND DESCRIPTION:

Project Beamer is an existing advanced manufacturing company that is considering Oconee County and another location for expansion of their operations. The project will include the construction 50,000 SF of new manufacturing space and equipment with an expected capital investment of nearly \$20 million and 62 new jobs. Approximately 70% of the investment will be in personal property and 30% in real property. The Oconee Economic Alliance (OEA) has been working with the project since March 2025. The OEA and SC Department of Commerce have discussed several incentives with the company to facilitate the expansion in South Carolina. OEA is recommending the following county incentives for the project:

1. The project's new real and personal property investment be taxed ad valorem which allow the company to receive the SC 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 30-years.
 - ✓ SSRC 2: 15-Year credit that applies to the ad valorem taxes due and provides an annual credit of 75% for Years 1-10 and 50% for Years 11-15.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

- The project is making a significant commitment to strengthen and grow their Oconee County operation.
- Oconee County is competing for the project with a facility in another state.
- 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 \$1,244,245 in property taxes over the first 10 years, \$3,022,119 over 20 years and \$5,414,462 over 30 years. The estimate includes the state reimbursement.
- The 5-Year SC Manufactures Abatement and SSRC are estimated to provide Project Beamer with a property tax reduction of \$1,284,058 over the first 10 years and \$1,566,588 over 20 and 30 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 Beamer.

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 2025-17

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 4, CHAPTERS 1 AND 29, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND BAXTER MANUFACTURING LLC (PREVIOUSLY IDENTIFIED BY THE COUNTY AS PROJECT BEAMER), ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES; PROVIDING FOR CERTAIN SPECIAL SOURCE REVENUE CREDITS; DESIGNATING CERTAIN PROPERTY TO BE INCLUDED IN A MULTI-COUNTY INDUSTRIAL PARK; AND OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized and empowered under and pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 ("MCIP Act") and Title 4, Chapter 29 ("Infrastructure Credit Act") of the Code of Laws of the State of South Carolina, 1976, as amended ("Code"), to enter into agreements with one or more counties for the creation and operation of one or more joint-county industrial and business parks and to include within the boundaries of such parks the property of eligible companies whereby the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the MCIP Act, the County has formed or will form a multi-county industrial park with Pickens County, South Carolina ("Park") governed by that certain Agreement for Development for Joint County Industrial and Business Park (Project Beamer) ("Park Agreement"); and

WHEREAS, the County is authorized by Section 4-1-175 of the MCIP Act to provide certain credits ("Special Source Revenue Credits" or "SSRC's") against FILOT Payments (as further defined herein) to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68 of the Infrastructure Credit Act ("Infrastructure"); and

WHEREAS, Baxter Manufacturing LLC, a South Carolina limited liability company, acting for itself or one or more current or future affiliated entities (collectively, the "Company"), all as further specified in the Special Source Revenue Credit Agreement (as further defined herein), is considering acquiring by construction or purchase certain improvements, furnishings, fixtures, machinery, apparatus, and equipment, for the purpose of expanding its manufacturing operations in the County (collectively, "Project"), which will result in a total investment of an expected Fifteen Million Four Hundred and Sixty Thousand Dollars (\$15,460,000) in the County and the creation of an expected thirty-two (32) new, full-time jobs during the period beginning with the first day that real or personal property comprising the Project is purchased or acquired and ending five (5) years after the last day of the Company's first property tax year during which the Project is placed in service ("Investment Period"); and

WHEREAS, pursuant to the MCIP Act, the County has agreed to ensure the Project is placed in the Park or a suitable replacement multi-county industrial park, if not already so placed, for at least the full term of the Special Source Revenue Credit Agreement, and pursuant to the Park Agreement, the Company will be obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes that would otherwise have been due and payable but for the location of the Project within the Park (the “FILOT Payments”); and

WHEREAS, the State’s Coordinating Council on Economic Development (“CCED”) has or will approve a monetary grant for the Project’s benefit, specifically to offset some of the costs associated with the Project (“State Grant”), the funds of which will be received and administered by the County or its affiliates, as grantee, in accordance with applicable law for the benefit of the Project; and

WHEREAS, the County Council has agreed, pursuant to the MCIP Act and the Infrastructure Credit Act, to reimburse certain Infrastructure expenditures made by the Company as part of the Project by providing two, separate and distinct Special Source Revenue Credits 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 (the “Special Source Revenue Credit Agreement”) and further subject to the requirements of the Infrastructure Credit Act; and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and, that 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; that the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and

WHEREAS, based on the representations of the Company, the County has determined that the foregoing inducements to the Company along with other economic development incentives to be given to the Company by the State will, to a great degree of certainty, result in the acquisition and construction of the Project in the County and has determined to approve such incentives; and

WHEREAS, it appears that the Special Source Revenue Credit Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be approved, executed, and delivered by the County for the purposes intended.

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

Section 1. Findings Based on the representations of the Company as recited herein, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” as said term is referred to and defined in the Infrastructure Credit Act, and will subserve the purposes and in all respects conform to the provisions and requirements of the Infrastructure Credit 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. Authorization of Special Source Revenue Credit Agreement. The form, terms, and provisions of the Special Source Revenue Credit Agreement, presented to this meeting as Exhibit A to this Ordinance and filed with the Clerk to County Council, are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Special Source Revenue Credit Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council be and they are hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Special Source Revenue Credit Agreement in the name and on behalf of the County, and thereupon to cause the Special Source Revenue Credit Agreement to be delivered to the Company. The Special Source Revenue Credit Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same upon the advice of legal counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Special Source Revenue Credit Agreement now before this meeting.

Section 3. Authorization of MCIP Inclusion. The County Council hereby authorizes (a) the creation or continuance of the Park through the Park Agreement, or an amendment thereto as and if necessary, with Pickens County, in which the County and Pickens County will include the Project Site, and (b) the execution of any documents necessary to reflect the location of the Project Site in the multi-county business / industrial park during the entire term of the Special Source Revenue Credit Agreement.

Section 4. Authorization of County Officials. The Chairman of County Council and the Clerk to County Council, and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 5. State Grant Administration. The County shall administer the State Grant in accordance with applicable law, and immediately after receipt by the County and confirmation of the Company's compliance with the terms and conditions of the State Grant shall provide the proceeds of such grant for the benefit of the Project and as further set forth in any applicable agreement, law, or regulation governing the use of such grant funds in connection with the Project.

Section 6. Severability. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 7. General Repealer. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in

full force from and after its passage and approval.

Section 8. *Effective Date.* This Ordinance is effective upon its approval following a public hearing and three readings.

Done in meeting duly assembled: November 18, 2025.

OCONEE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

First Reading:	September 2, 2025
Second Reading:	September 16, 2025
Third Reading:	November 18, 2025
Public Hearing:	November 18, 2025

EXHIBIT A

FORM OF SPECIAL SOURCE REVENUE CREDIT AGREEMENT

[ATTACHED]

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“Agreement”) is entered into as of November 18, 2025, by and between Baxter Manufacturing LLC, a South Carolina limited liability company (collectively, the “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 (“FILOT Payments” as further defined herein) 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 (the “Act”), 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 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 \$15,460,000 in taxable property and the creation of approximately thirty-six (36) new, full-time jobs in the County, over and above the baseline number of 125 current full-time jobs in the County (“Baseline Jobs”), during the Investment Period (as defined below);

WHEREAS, the County and Pickens County, South Carolina will establish or 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 is or will be 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 FILOT Payments to the County, which FILOT Payments 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 November 18, 2025, and a public hearing regarding the same conducted on November 18, 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.

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

“*Company*” shall mean Baxter Manufacturing LLC, a South Carolina limited liability company, and as to each entity its successors and assigns as permitted herein, and shall include any other Sponsor or Sponsor Affiliate, 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 Affiliate and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or Affiliate intend to extend the benefits of this Agreement to property owned by any such Sponsor, Sponsor Affiliate, or Affiliate pursuant to this Agreement, comply with any additional notice requirements, or other applicable provisions, of the Act.

“*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.

“*FILOT 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 FILOT Payments*” shall mean the FILOT 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 November 18, 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 Agreement for Development for Joint County Industrial / Business Park (Oconee-Pickens Industrial Park - Project Mackinaw), dated on or about March 24, 2017, 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.

“*Phase*” or “*Phases*” in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall

therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“*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.

“*Rollback SSRC*” shall have the meaning set forth in Section 3.02(e).

“*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 FILOT Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

“*Sponsor*” shall have the meaning attributable to such term under Section 12-44-30(19) of the Code as if Section 12-44-30(19) were applicable to this Agreement.

“*Sponsor Affiliate*” shall have the meaning attributable to such term under Section 12-44-30(19) of the Code as if Section 12-44-30(20) were applicable to this Agreement, and shall include the following legal entities: Baxter Tech LLC, a South Carolina limited liability company, Hi-Tech Mold Carolina LLC, a South Carolina limited liability company, Frostelle LLC, a South Carolina limited liability company,

“*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 limited liability company in good standing under the laws of the State of South Carolina, 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 \$15,460,000 in taxable property in the Project and to create not less than sixty-two (36) new, full-time jobs, over and above the Baseline Jobs, during the Investment Period. The County acknowledges and agrees that investment by Sponsors, Sponsor Affiliates, and Affiliates 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) Notwithstanding any other provisions in this Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on or to

the Project or the Project Site by the Company, their members, officers, shareholders, employees, servants, contractors, and agents during the term of this Agreement, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of this Agreement from (i) entering into and performing its obligations under this Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company in the performance of any of its obligations under this Agreement, (iv) any act of negligence of the Company or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the SSRC's, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County's relationship to the Project or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the Indemnified Parties or (ii) any breach of this Agreement by the County.

(c) Notwithstanding anything in this Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company, shall survive any termination of this Agreement.

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 for the purpose of reimbursing the Company for a portion of the Costs of Infrastructure as described below:

(a) Subject to the remaining provisions of this Agreement, the County will provide the Company Special Source Revenue Credits against FILOT Payments as provided in Section 4-1-175 of the Act in whatever amount, if any, required to reduce the remaining FILOT Payments to the amount the Company would have owed if all of the property comprising the Project was valued at its otherwise taxable value, assessed at an assessment ratio of six percent (6.0%), and subject to the then-in-effect total millage rate (except for any property that would qualify for a millage abatement under Sections 12-37-220(A)(7), (B)(32), or B(34) of the Code absent this Agreement - in which case the applicable reduced millage shall apply to all such property) (“Credit #1). Credit #1 shall apply for a period of thirty years for each Phase of the Project (Credit #1 Term”). The parties agree the purpose of Credit #1 is to provide certainty regarding the effective assessment ratio applicable to the Company’s property in light of the uncertain application of S.C. Code Ann. Section 12-37-220(B)(52)(the “PVE Exemption”).

(b) Subject to the remaining provisions of this Agreement, the County will provide the Company additional Special Source Revenue Credits against FILOT Payments as provided in Section 4-1-175 of the Act in an amount equal to 65% of the remaining FILOT Payments due (after deducting Credit #1) from the Company during years 1-10 of this Agreement and in an amount equal to 35% of the remaining FILOT Payments due (after deducting Credit #1) from the Company during years 11-15 of this Agreement (“Credit #2”). Credit #2 shall apply for a period fifteen years for each Phase of the Project (“Credit #2 Term”).

(c) The Special Source Revenue Credits shall be used by the Company to defray a portion of its costs of certain Infrastructure during the Investment Period. The Special Source Revenue Credits will be received by the Company during the years 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. The County shall request the County Auditor to reflect each Special Source Revenue Credit on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Revenue Credit to be provided to the Company for such property tax year.

(d) To claim each Special Source Revenue Credit, the Company shall file with the County Administrator, the County Auditor, and the County Treasurer, no later than April 30 of the calendar year prior to the date on which the FILOT Payment is due, for each year in which the Company would be eligible to claim a Special Source Revenue Credit, an Annual Special Source Revenue Credit Certificate, the form of which is attached as Exhibit B (“Certification”), showing the amount of aggregate investment in qualifying infrastructure and the calculation of the Special Source Revenue Credit. Failure to timely file the Certification shall not result in a forfeiture of the Special Source Revenue Credit for such year, but the County will not deduct the Special Source Revenue Credit from the FILOT 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 FILOT Payment is due) shall result in the forfeiture of the Special Source Revenue Credit for such year. The County is entitled to confirm the information (including the calculation) on the Certification prior to deducting the amount of the Special Source Revenue Credit from the FILOT Payment due by the Company on the FILOT bill. If the information contained on the Certification is correct, then the County shall deduct the Special Source Revenue Credit from the FILOT bill. In no event is the County required to deduct any Special Source Revenue Credit amount from the FILOT bill while any of the Company’s taxes or FILOT

Payments have been invoiced by the County but remain outstanding, including any taxes or FILOT Payments that may have been protested by the Company.

(e) The Company shall be entitled to an additional Special Source Revenue Credit in an amount equal to any rollback taxes applied upon the conversion of any of the property described on Exhibit A attached hereto from agricultural use property to commercial or industrial use property pursuant to Section 12-43-220(d)(4) of the Code of Laws of South Carolina, 1976, as amended (or any successor provision) (the “Rollback SSRC”). The Rollback SSRC will be applied in one or more phases if the conversion of the property occurs at different times and will apply in a manner that fully offsets any rollback taxes due.

(f) THIS AGREEMENT AND THE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FILOT 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 FILOT 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 FILOT 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 FILOT 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.

(i) The Company shall be entitled to all property tax exemptions or abatements that it would otherwise qualify for as if its property were not subject to this Agreement and all such exemptions or abatements shall be applied as part of Credit #1 and before Credit #2, the Rollback SSRC, or any other Special Source Revenue Credits pursuant to this Agreement are applied. For the avoidance of doubt, such exemptions or abatements include, but are not limited to, Sections 12-37-220(A)(7), (B)(32), B(34), and (B)(52) of the Code.

(j) Upon (1) achieving, at any point during the term of this Agreement, investment of at least \$15,460,000 and creation of at least 36 new full-time jobs, over and above the Baseline Jobs, in the County (“Enhanced SSRC Threshold”) and (2) notifying the County in writing of the Company’s achievement of the Enhanced SSRC Threshold, the Company shall be eligible for a prospective increase of the Special Source Revenue Credits as if “65%” in Section 3.02 of this Agreement were replaced with “75%” and as if “35%” in Section 3.02 of this Agreement were

replaced with “50%.” (the “Enhanced SSRC”). To trigger the enhanced SSRC, the Company shall file with the County Administrator, the County Auditor, and the County Treasurer, no later than April 30 of the calendar year prior to the date on which the FILOT Payment is due

Section 3.03 Repayment of Special Source Revenue Credits.

(a) If the Company fails to invest by the end of the Investment Period at least \$15,460,000 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 the Company shall repay to the County a *pro rata* amount of Credit #2 received through the end of the Investment Period by the Company. Such *pro rata* portion shall be determined by subtracting from 100% the achievement percentage (“Achievement Percentage”) of total investment at the Project during the Investment Period. The Achievement Percentage shall be determined by calculating the percentage of the maximum actual investment by the Company at the Project during the Investment Period as compared to \$15,460,000. In addition, Credit #2 shall be multiplied by the Achievement Percentage prospectively for the remainder of Credit #2 Term.

(i) By way of example only, if the Company’s highest total investment at the Project during the Investment Period was \$10,822,000 (i.e. 70% of \$15,460,000) as of the end of the third year of the Investment Period and its second highest total investment was \$7,730,000 (i.e. 50% of \$15,460,000) as of the final year of the Investment Period, then the Achievement Percentage is 70%. Consequently, the *pro rata* amount due from the Company to the County is thirty percent (100% minus 70% = 30%) of the total amount of Credit #2 received by the Company during the entirety of the Investment Period. For the remainder of Credit #2 Term, Credit #2 shall be multiplied by 70%% such that the 65% credit becomes 48.75% and the 35% credit becomes 24.5%.

(b) 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.

(c) 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 next be due without penalty for the last year of the Investment Period. The repayments 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.

(i) By way of example only, if the Investment Period ends December 31, 2028 and a payment is due under this Section 3.03 from the Company to the County, then such

payment shall be due no later than February 14, 2030 (30 days after tax year 2029 *ad valorem* tax payments are due on January 15, 2030).

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 FILOT 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 or to an Affiliate of any Sponsor or Sponsor Affiliate; 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, provided, however, an invoice for taxes or FILOT Payments shall be sufficient to constitute such notice;

(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 Law LLC
Post Office Box 565
Greenville, SC 29602-0565

as to the Company:

Julie Schulte
2775 Commerce Drive
Rochester Hills, Michigan 48309

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

Madison Felder, Esq.
Parker Poe Adams & Bernstein LLP
110 East Court Street, Suite 200
Greenville, SC 29601
madisonfelder@parkerpoe.com

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; Electronic Signatures. 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. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures and may conclusively be relied upon by any party to this Agreement.

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 6.010 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.

[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.

BAXTER MANUFACTURING LLC

By: _____

Name: _____

Its: _____

BAXTER TECH LLC

By: _____

Name: _____

Its: _____

HI-TECH MOLD CAROLINA LLC

By: _____

Name: _____

Its: _____

FROSTELLE LLC

By: _____

Name: _____

Its: _____

EXHIBIT A

All that certain piece, parcel or tract of land, situate, lying and being situated in the State of South Carolina, County of Oconee, containing approximately 39.70 acres, more or less as shown on that plat prepared for Oconee County, SC by Lavender, Smith & Associates, Inc., dated July 3, 2015 and recorded in the Office of the ROD for Oconee County in Plat Book B535, pages 3-4. Reference being made to said plat for a more complete and accurate description as to metes, bounds, courses and distances, all measurements being a little more or less.

This being the same property conveyed to Agracel, Inc. by deed of Oconee County, South Carolina dated September 9, 2016 and recorded September 12, 2016 in Deed Book 2210, page 49 in the Office of the ROD for Oconee County.

TMS # 221-00-01-109 and p/o 221-00-01-001

EXHIBIT B
FORM OF ANNUAL CREDIT CERTIFICATION

I _____, the _____ of Baxter Manufacturing LLC, a South Carolina limited liability company (“Company”), certify in connection with Section 3.02 of the Special Source Revenue Credit Agreement, dated as of November 18, 2025, between Oconee County, South Carolina, and the Company (“Agreement”), as follows:

(1) The taxable investment made by the Company (and any Sponsor Affiliates and Affiliates thereof) in the Project during the calendar year ending December 31, 20__ was \$_____.

(2) The cumulative taxable investment made by the Company (and any Sponsor Affiliates and Affiliates thereof) in the Project during the Investment Period is:

<u>Investment Period Year</u>	<u>Cumulative Investment per PT-300</u>
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	

(3) The amount due and owing for the _____ tax year (prior to the deduction of Credit #1, Credit #2, the Rollback SSRC, or any other Special Source Revenue Credit), as reflected on the County’s Consolidated Tax Invoice, dated _____, _____, 20__, is \$_____ (“Invoiced Amount”). Attach additional pages listing calculations for each tax invoice that is subject to SSRC’s.

(4) The credit calculation for _____ (current) tax year is as follows (see worksheet, attach additional pages listing calculations for each tax invoice that is subject to SSRC’s):

<u>Property</u>	<u>SSRC</u>	<u>Amount</u>
Not Entitled to Abatement	Credit #1 (only applicable if PVE Exemption does not provide effective assessment ratio of 6.0%)	
	Credit #2 (65%, 75%, 35%, or 50%)	

	Rollback SSRC (if applicable)	
	Total:	

<u>Property</u>	<u>SSRC</u>	<u>Amount</u>
Entitled to Abatement	(only applicable if PVE Exemption does not provide effective assessment ratio of 6.0%)	
	Credit #2 (65%, 75%, 35%, or 50%)	
	Rollback SSRC (if applicable)	
	Total:	

(5) The aggregate credit, including credit for the _____ (current) 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__.

BAXTER MANUFACTURING LLC

By: _____

Name: _____

Its: _____

SSRC Worksheet

Schedule A Property - Not Entitled to Abatement

- 1) Value (after depreciation, if applicable) of property NOT entitled to Abatement *before* application of PVE Exemption - as confirmed by SCDOR _____
- 2) #1 Multiplied by 6.0% and then by total current millage (no abatement) _____
- 3) County Tax Bill as issued _____
- 4) #3 LESS #2 = **Credit #1** _____
- 5) FILOT Payment after deducting Credit #1 _____
- 6) **Credit #2** = #5 multiplied by 65% OR 75% (Years 1-10) or #5 multiplied by 35% OR 50% (Years 11-15) = _____
- 7) FILOT Payment after deducting Credit #2 = _____

Schedule A Property - Entitled to Abatement

- 1) Value (after depreciation, if applicable) of property entitled to Abatement *before* application of PVE Exemption - as confirmed by SCDOR _____
- 2) #1 Multiplied by 6.0% and then by total current millage (less any available abatement) _____
- 3) County Tax Bill as issued _____
- 4) #3 LESS #2 = **Credit #1** _____
- 5) FILOT Payment after deducting Credit #1 _____
- 6) **Credit #2** = #5 multiplied by 65% OR 75% (Years 1-10) or #5 multiplied by 35% OR 50% (Years 11-15) = _____
- 7) FILOT Payment after deducting Credit #2 = _____

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE October 21, 2025
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

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

BACKGROUND DESCRIPTION:

Project Joe is a worldwide, advanced manufacturing company based in the U.S. that is considering expanding their Oconee County location. The \$15 million project would include a significant addition to the company's existing building and the purchase/installation of new machinery. The expansion is expected to result in 23 new jobs at the facility. The Oconee Economic Alliance (OEA) has been working with the Project Joe since February 2025 and has proposed the following property tax incentives for the project should the expansion occur 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 1-10 and 25% for Years 11-15.

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 one of several U.S. manufacturing locations for the company but they are seeking to make the investment in our community.
- The company is well established and respected company.
- Existing industry is our top priority and the county is committed to assisting businesses that seek to expand in the county.

FINANCIAL IMPACT [Brief Statement]:

- After incentives, the project is expected to generate an estimated \$1,901,198 in property taxes over the first 10 years and \$4,642,116 over 20 years. The estimates include the state reimbursement for the reduced assessment rate.
- The 5-Year SC Manufactures Abatement and SSRC are estimated to provide the company with a property tax reduction of \$1,112,744 over the first 10 years and \$1,315,203 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 Joe.

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 2025-22**

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 JOE], ALSO KNOWN AS PROJECT JOE, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, "COMPANY"); PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; AND 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 has entered into an agreement ("MCIP Agreement") for the Development of a Joint County Industrial Park (Project []) by and between the County and Pickens County dated [] ("Park") to which a portion of TMS No. [] (the "Original Land") was added to the Park pursuant to Oconee County Ordinance [] and Pickens County Ordinance []; and

WHEREAS, the Original Land was subsequently subdivided and assigned TMS No. [] (the "Land"), as described on the attached Exhibit A;

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 Joe], also known as Project Joe, 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 \$15,000,000 in taxable property and the creation of approximately 23 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 parts: (1) the Part I SSRC shall be equal to the excess, if any, of the ad valorem taxes that would be due in the absence of the SSRC Agreement and negotiated Fee payments calculated as provided in Title 12, Chapter 44 of the Code, using an assessment ratio of 6% and an initial millage rate of 214.9 mills for a twenty-year term; and (2) a Part II SSRC equal to (i) 65% of each annual fee payment due (after the Part I SSRC is applied) for years 1-10 of the SSRC Agreement; and (ii) 25% of each annual fee payment due (after the Part I SSRC is applied) for years 11-15 of the SSRC Agreement; 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 ONE EXHIBIT FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Passed and approved: [], 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:	October 21, 2025
Second Reading:	November 18, 2025
Public Hearing:	December 02, 2025
Third Reading:	December 02, 2025

EXHIBIT A
DESCRIPTION OF [PROJECT JOE],
A/K/A PROJECT JOE, PROPERTY

[]

EXHIBIT B
FORM OF
SPECIAL SOURCE REVENUE CREDIT AGREEMENT

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“Agreement”) is entered into as of [] [], 2025, by and between [Project Joe], 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 \$15,000,000 in taxable property and the creation of 23 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 Joe], 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 Agreement for Development of a Joint County Industrial and Business Park (Project []), dated on or about [] [], 202[], 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 \$15,000,000 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 of 214.9 mills 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 1-10 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 11-15 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 "OCONOEE 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 2025 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 \$15,000,000 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 \$15,000,000. 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:

David Root, Esq.
King Kozlarek 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 JOE]

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: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-23**

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO BLUE RIDGE ELECTRIC COOPERATIVE, INC. FOR THE PURPOSE OF UTILITY INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT PROPERTY LOCATED AT 150 SCHOOL HOUSE ROAD, WESTMINSTER, SOUTH CAROLINA, SUCH PROPERTY CURRENTLY IDENTIFIED BY TAX PARCEL NUMBER 300-00-02-031; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, owns certain property located at 150 School House Road, Westminster, South Carolina (“County Property”);

WHEREAS, Blue Ridge Electric Cooperative, Inc. wishes to acquire from the County, and the County wishes to grant to Blue Ridge Electric Cooperative, Inc., certain easement rights for the construction, maintenance, alteration, and replacement of an electric line or lines, for overhead or underground electric transmission, distribution, and communication lines under and through certain portions of the County Property (collectively, the “Easements Rights”);

WHEREAS, the form, terms, and provisions of the easement agreement (the “Easement Agreement”) now before the Oconee County Council (“Council”), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

WHEREAS, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

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

1. Council hereby approves the grant of the Easement Rights, subject to and in conformity with the provisions of the Easement Agreement.
2. The County Administrator is authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit A, with only such changes as are not materially adverse to the County.
3. The County Administrator is further authorized to execute and deliver any and all other documents or instruments on behalf of the County, as relate to the Easement Rights, in form and substance acceptable to the County Administrator.
4. Should any part of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not

affect the remaining terms and provisions of this Ordinance.

5. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by Council.

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

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: October 21, 2025
Second Reading: November 18, 2025
Third Reading: December 02, 2025
Public Hearing: December 02, 2025

EXHIBIT A

[*Attached*]

EXAMPLE

S/O # _____
ACCT # _____
JOB # _____
DATE _____

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA }
COUNTY OF WHERE PROPERTY IS }

Map No. _____
Tax Map MAP/PARCEL NUMBER

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) _____
NAME EXACTLY AS APPEARS ON DEED

and our heirs, successors and assigns (hereinafter referred to as "Grantor") for good and valuable consideration from Blue Ridge Electric Cooperative, Inc., whose principal office is located in Pickens, South Carolina (hereinafter called the "Cooperative"), the receipt of which is hereby acknowledged, do hereby grant unto the Cooperative, its' successors, lessees and assigns, the perpetual right, privilege, and easement:

1. To go upon the tract of land of the Grantor, containing HOW MANY acres, more or less, on Road(s) PHYSICAL ADDRESS OF PROPERTY, situated about HOW MANY miles in the DIRECTION direction from the town of NEAREST TOWN, and being bounded by lands of NAME OF PROPERTY BORDER, NAME OF PROPERTY BORDER, and _____.
2. To construct, reconstruct, locate, relocate, operate, maintain and repair in, upon, over, under and through said land, within the right-of-way strip such poles, structures, overhead and underground wires and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures and anchors located outside the right-of-way strip, for the purpose of distributing electricity by one or more circuits and of carrying wires of the Cooperative or any lessee thereof.
The right-of-way strip is defined as: twenty feet on each side of the centerline of any overhead primary facilities, eight feet on each side of where only underground facilities are installed, and five feet on each side where only overhead service facilities are necessary;
3. To enter upon said land at any time for the purpose of inspecting said lines and facilities and making necessary repairs and alterations thereof;
4. To make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Cooperative deems advisable or expedient;
5. To keep and maintain, as the Cooperative deems necessary, a right-of-way clear of all structures, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures for a space of up to the right-of-way widths listed in Item 2;
6. If an overhead line is constructed, to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right-of-way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right-of-way strip.
7. To implement the following provisions: _____

The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said right-of-way. The Grantor agrees that no wells shall be dug on said strip, that no septic tank, absorption pits, or underground storage tanks shall be placed on said strip, that no building or other structures shall be erected thereon; and that said strip shall not be used for burial grounds.

The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.

Rev. 03/22/2022

The Grantor covenants that he is the owner of the above described lands.

IN WITNESS WHEREOF, Grantor has set his hand(s) and seal(s) this _____ day of _____, 20_____.

Signed, sealed, and delivered in the presence of:

> <u>WITNESS SIGNATURE</u> Witness Signature	X <u>SIGN AS LISTED ON DEED</u> _____ (L.S.) Grantor
> <u>PRINT WITNESS SIGNATURE</u> Print Witness Name	X <u>PRINT AS LISTED ON DEED</u> _____ Print Name
* <u>NOTARY SIGNATURE</u> Notary Signature	X <u>SIGN AS LISTED ON DEED</u> _____ (L.S.) Grantor
* <u>PRINT NOTARY SIGNATURE</u> Print Notary Name	X <u>PRINT AS LISTED ON DEED</u> _____ Print Name

STATE OF IN WHICH NOTORIZED }
COUNTY OF IN WHICH NOTORIZED }

PROBATE

PERSONALLY appeared before me > WITNESS SIGNATURE _____ and made oath that (s)he was present and saw the within named X ALL NAMES LISTED ON DEED _____
SIGN, SEAL AND as HIS/HER/THEIR ACT AND DEED deliver the within written deed for the uses and purposes therein mentioned, and that (s)he with * NOTARY SIGNATURE _____ witnessed the execution thereof. The subscribing witness is not a party to or beneficiary of the transaction.

SWORN TO AND SUBSCRIBED }

before me this _____ day of _____ }
*, _____, 20_____, }

> WITNESS SIGNATURE _____
Witness Signature

* NOTARY SIGNATURE _____ (L.S.)
Notary Public for STATE OF NOTARY
My Commission Expires: _____

PRINT NOTARY NAME
*, _____

AND

* NOTARY SEAL

> 1 WITNESS SIGNS IN 3 DIFFERENT PLACES, PRINTS IN ONE

* 1 NOTARY SIGNS IN 3 DIFFERENT PLACES, PRINTS IN ONE

****THE NOTARY AND WITNESS CANNOT BE THE SAME PERSON****

IF NOTARY IS NOT FROM STATE OF SC, MARK THROUGH "STATE OF SC" AND WRITE THE CORRECT STATE ABOVE

IF ANY ERROR IS MADE, MARK THROUGH THE ERROR AND WRITE THE CORRECTION ABOVE. THIS IS A LEGAL DOCUMENT AND CANNOT BE ACCEPTED IF "WHITE OUT" IS USED.

S/O # 1918884
ACCT # 18914-006
JOB # 908117
DATE _____

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA }
COUNTY OF Dillon }

Map No. _____
Tax Map 300-00-02-031

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) Phil Shirley
as interim county administrator for Dillon County
and our heirs, successors and assigns (hereinafter referred to as "Grantor") for good and valuable consideration from Blue Ridge Electric Cooperative, Inc., whose principal office is located in Pickens, South Carolina (hereinafter called the "Cooperative"), the receipt of which is hereby acknowledged, do hereby grant unto the Cooperative, its successors, lessees and assigns, the perpetual right, privilege, and easement:

1. To go upon the tract of land of the Grantor, containing 24.42 acres, more or less, on Road(s) 150 School House Rd., situated about 2.4 miles in the SE direction from the town of Westminster, and being bounded by lands of Reunion Byrd, and _____.
2. To construct, reconstruct, locate, relocate, operate, maintain and repair in, upon, over, under and through said land, within the right-of-way strip such poles, structures, overhead and underground wires and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures and anchors located outside the right-of-way strip, for the purpose of distributing electricity by one or more circuits and of carrying wires of the Cooperative or any lessee thereof.
The right-of-way strip is defined as: twenty feet on each side of the centerline of any overhead primary facilities, eight feet on each side of where only underground facilities are installed, and five feet on each side where only overhead service facilities are necessary; See Exhibit A, attached hereto and incorporated herein, which illustrates the right-of-way strip.
3. To enter upon said land at any time for the purpose of inspecting said lines and facilities and making necessary repairs and alterations thereof;
4. To make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Cooperative deems advisable or expedient;
5. To keep and maintain, as the Cooperative deems necessary, a right-of-way clear of all structures, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures for a space of up to the right-of-way widths listed in Item 2;
6. If an overhead line is constructed, to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the right-of-way strip which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the right-of-way strip.
7. To implement the following provisions: _____

The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on or in the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure within said right-of-way. The Grantor agrees that no wells shall be dug on said strip, that no septic tank, absorption pits, or underground storage tanks shall be placed on said strip, that no building or other structures shall be erected thereon; and that said strip shall not be used for burial grounds.

The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor's said land; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.

The Grantor covenants that he is the owner of the above described lands.

IN WITNESS WHEREOF, Grantor has set his hand(s) and seal(s) this _____ day of _____, 20_____.

Signed, sealed, and delivered in the presence of:

> _____
Witness Signature

> _____
Print Witness Name

* _____
Notary Signature

* _____
Print Notary Name

X _____ (L.S.)
Grantor

Phil Shirley as interim
Print Name county administrator
of Oconee County (L.S.)
Grantor

Print Name

STATE OF _____ }
COUNTY OF _____ }

PROBATE

PERSONALLY appeared before me > _____ and made oath that (s)he was present and Oconee
saw the within named Phil Shirley as interim county administrator of county
SIGN, SEAL AND as his ACT AND DEED deliver the within written deed for the uses and purposes therein
mentioned, and that (s)he with * _____ witnessed the execution thereof. The

subscribing witness is not a party to or beneficiary of the transaction.

SWORN TO AND SUBSCRIBED }
before me this _____ day of }
*, _____, 20_____, }

> _____
Witness Signature

* _____ (L.S.)
Notary Public for _____

* My Commission Expires: _____

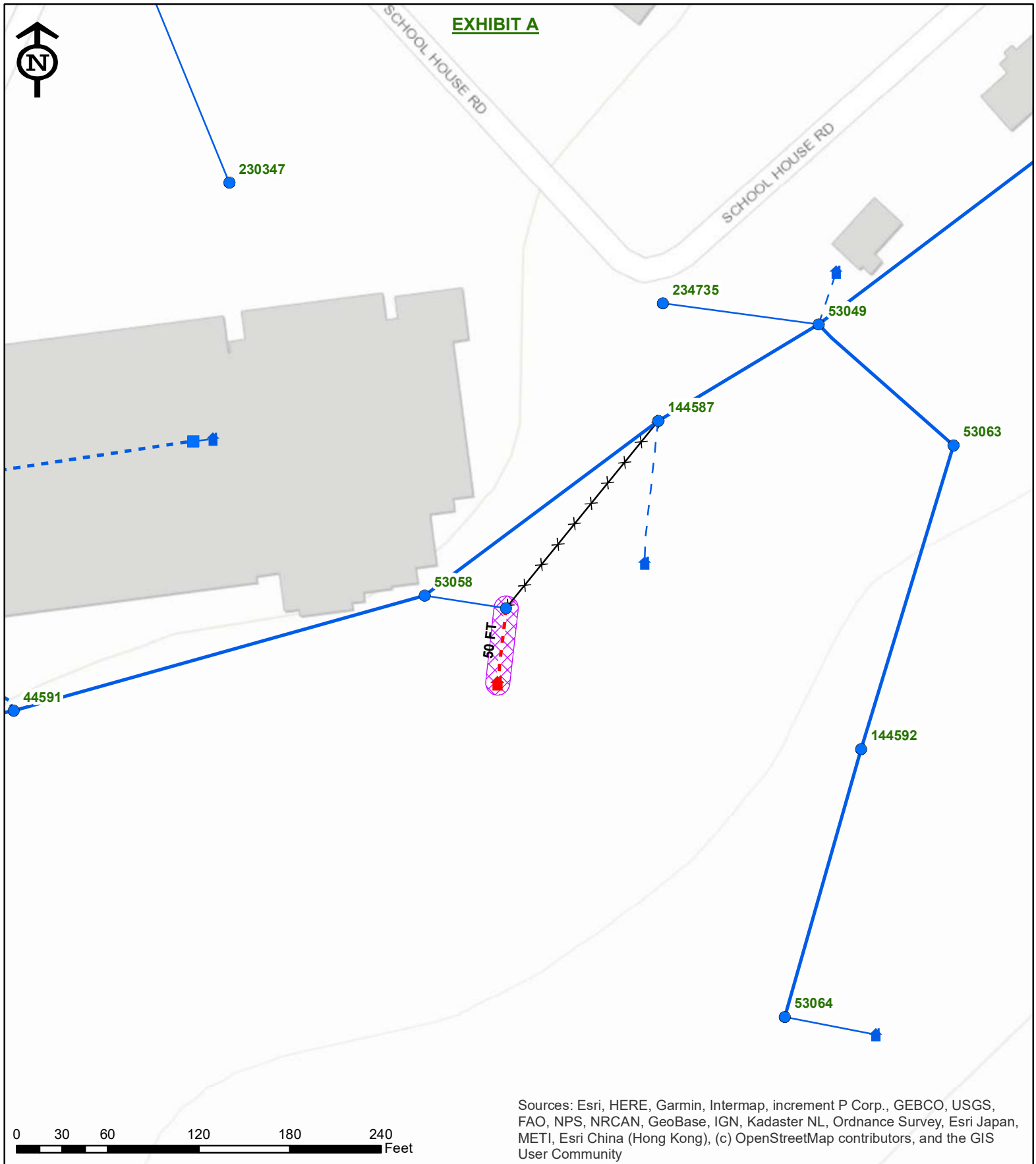
PRINT NOTARY NAME

* _____

AND

NOTARY SEAL

*



<ul style="list-style-type: none"> Existing Pad Mount Structure Existing Pedestal Existing Pole Existing Meter Location Proposed Meter Location Proposed Easement 	<ul style="list-style-type: none"> Existing OH Secondary Existing UG Secondary Existing OH 7.2kV Distribution Existing UG 7.2kV Distribution Proposed Secondary Conductor Retire Secondary Conductor
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Exhibit A

Oconee County

150 School House Road

Parcel # 300-00-02-031

BREC Project ID # 1016278

BREC Staking ID # 908117

This drawing shows the approximate locations for the existing Blue Ridge Electric facilities, proposed Blue Ridge Electric facilities, property lines, and SCDOT/County right of way.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-24**

AN ORDINANCE FORMALLY REPEALING ARTICLE IV (SEE ORDINANCE 1995-07) AND ARTICLE V (SEE ORDINANCE 1989-06) OF CHAPTER 34 (“UTILITIES”) OF THE OCONEE COUNTY CODE OF ORDINANCES, AS RELATES TO SEWER REGULATIONS OF THE FORMER OCONEE COUNTY SEWER COMMISSION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Oconee County Council adopted Ordinances 1995-07 and 1989-06, which are codified in the Oconee County Code of Ordinances at Chapter 34, Articles IV and V respectively (hereinafter “Articles IV and V”);

WHEREAS, Articles IV and V relate to operations of the former Oconee County Sewer Commission, which is no longer an operational entity; and

WHEREAS, the provisions of Articles IV and V are consequently not relevant to County operations.

NOW, THEREFORE, be it ordained, by County Council, in meeting duly assembled, that Article IV (Ord No. 1995-07) and Article V (Ord No. 1989-06) of Chapter 34 (“Utilities”) of the Oconee County Code of Ordinances, as relates to sewer regulations of the former Oconee County Sewer Commission are hereby repealed.

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

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: October 21, 2025
Second Reading: November 18, 2025
Third Reading: December 02, 2025
Public Hearing: December 02, 2025

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2025-25**

AN ORDINANCE TO AMEND ARTICLE IV (“USE OF PARKS AND RECREATION AREAS”) OF CHAPTER 22 (“PARKS AND RECREATION”) OF THE OCONEE COUNTY CODE OF ORDINANCES, WITH RESPECT TO THE REGULATION OF GOLF CART OPERATION AT COUNTY PARKS; AND OTHER MATTERS RELATED THERETO.

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

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

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 22 of the Code of Ordinances, entitled “Parks, Recreation, and Tourism,” by modifying provisions related to the operation of golf carts at County Parks; and

WHEREAS, County Council has therefore determined to modify Chapter 22 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

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

1. Section 22-115(6)(g) of Article IV of Chapter 22 of the Code of Ordinances, entitled *Parks, Recreation, and Tourism*, is hereby revised, rewritten, and amended to remove the restriction allowing only electric golf carts, so that it reads as follows:

g. Golf carts may be operated at all county parks and recreation areas subject to the following regulations:

i. All carts must have a valid registration with the Department of Motor Vehicles, display the Department of Motor Vehicles' decal at all times, and carry proof of insurance.

- ii. Golf carts shall only be driven by people with a valid driver's license who are named insured on the golf cart's insurance policy.*
- iii. Only golf carts that emit minimal noise are permitted. Golf carts that create a park nuisance by virtue of noise or otherwise are prohibited.*
- iv. Golf carts shall only be driven on park or recreation area roads.*
- v. Golf carts shall only be driven from one park or recreation area facility to another; cruising is prohibited.*
- vi. No golf carts shall be operated after 10:00 p.m. except for emergencies and/or trips to the bath house(s).*
- vii. Only golf carts with headlights and taillights may be driven between sunset and sunrise.*

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

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

4. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force.

5. This Ordinance shall take effect and be in full force from and after third reading and enactment by County Council.

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

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: November 18, 2025
Second Reading: December 2, 2025
Third Reading: January 20, 2026
Public Hearing: January 20, 2026

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE November 18, 2025

COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Council consideration to amend Horton's 2019 Performance Agreement for the company's South Carolina Set-Aside Grant Agreement

BACKGROUND DESCRIPTION:

In 2019 Horton received a South Carolina Set-Aside Grant for \$540,000 for the construction of their new engine cooling fans manufacturing facility at Oconee Industry and Technology Park in Westminster. The grant required them to have a capital investment of \$20,000,000 and create 125 new jobs by March 2025. The company has exceeded the investment requirement by 80%; however, has not met the required job numbers. The South Carolina Coordinating Council for Economic Development, which administers the grant, has agreed to extend the job creation deadline to December 31, 2027. The extension requires Oconee County to amend the grant's performance agreement to reflect the date change.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

FINANCIAL IMPACT [Brief Statement]:

There is no financial impact to Oconee County.

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

Approved by: _____ **Finance**

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve the amended performance agreement.

Submitted or Prepared By:

Approved for Submittal to Council:

Jamie Gilbert, Economic Development Director

Phil Shirley, Interim 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.



Henry McMaster
Governor

SOUTH CAROLINA
DEPARTMENT OF COMMERCE

Harry M. Lightsey III
Secretary

September 17, 2025

Mr. Tony Niese
Vice President of Operations
Horton, Inc.
2565 Walnut Street
Roseville, MN 55113

Re: Grant #C-18-2927 – Project Plan 4 – Site Preparation and Building Construction – Oconee County

Dear Mr. Niese:

The Coordinating Council for Economic Development (the "Council") met on September 4, 2025 and reviewed your request to amend the Performance Agreement, among Horton, Inc. (the "Company"), the Council and Oconee County (the "Performance Agreement") for the above referenced project. We understand that the Company had experienced delays but is now planning for expansion. In order to support the continued growth of the Company in Oconee County, the Council is willing to amend the Performance Agreement to increase the investment requirement to \$35,000,000 and to extend the performance period until December 31, 2027.

Enclosed for signature is a copy of the First Amendment to the Performance Agreement. Please read the amendment carefully and sign in the designated area. Once signed, please return the two originals to my attention within 15 days. Once the signed amendment is received, it will be executed by the Council and one copy will be returned to your attention.

We look forward to working with the Company to ensure the successful completion of this project. If you have any questions, please feel free to contact me at (803) 734-0429.

Sincerely,

Chris Huffman

Chris Huffman
Executive Director
CCED Grants

Enclosures

cc: Ms. Amanda Brock
Mr. Ted Campbell

**FIRST AMENDMENT TO THE PERFORMANCE AGREEMENT
(Economic Development Set-Aside Fund Assistance)
C-18-2927**

This **First Amendment to the Performance Agreement** (the "First Amendment") is made to be effective the 4th day of September, 2025 by and among Oconee County, a political subdivision of the state of South Carolina and hereinafter referred to as the "Grantee", Horton, Inc., hereinafter referred to as the "Company", and the South Carolina Coordinating Council for Economic Development, hereinafter referred to as the "Council";

W I T N E S S E T H

That for and in consideration of the mutual covenants and agreements herein contained, the above parties do hereby agree as follows:

- 1.0 **First Amendment to Agreement.** The parties recognize that this First Amendment modifies and amends the Performance Agreement ("Agreement") made and entered into by the parties to be effective the 7th day of March, 2019. The terms of the Agreement that are not inconsistent with the terms contained herein shall remain in full force and effect, and any such terms that are not inconsistent shall be incorporated herein for all practical purposes.
- 2.0 **Performance Deadline.** Section 6.0 of the Agreement is hereby amended to increase the capital investment requirement to \$35,000,000 and extend the end of the Grant Period from March 7, 2025 to December 31, 2027.
- 3.0 **Counterparts.** This First Amendment may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Signatures on following page

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be fully executed by their authorized representation under seal as of the date first written above.

GRANTEE:

Unit of Local Government

By:
Chief Elected Official

COMPANY NAME

By:
Its:

**COORDINATING COUNCIL FOR
ECONOMIC DEVELOPMENT**

By: Mr. Chris Huffman
Executive Director

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 18, 2025
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Request for Council's approval for the addition of a Victim Advocate position for the Solicitor's Office

BACKGROUND DESCRIPTION:

- The Solicitor's Office applied for grant funding for a new Victim Advocate through the Attorney General's Crime Victim Assistance Grant Program.
- The reimbursement grant covers costs associated with the salary and fringe benefits for the position.
- The salary + fringe benefits total \$75,005.
- The grant is a \$60,000 grant that requires a \$15,005 match.
- The grant funds will be provided directly to the Solicitor's Office and administered by their staff.
- The Solicitor's Office has seen an increase in caseloads over the last few years and requested this position in the FY 2025-2026 budget proposal; however, it was not included in the approved budget.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

The Solicitor's Office would like to continue this position after the end of the grant period. The office will apply for additional grant funding, if available, to support the position.

FINANCIAL IMPACT [Brief Statement]:

The match will be paid out of the Solicitor's Office General Fund, which utilizes state funding and alternate revenue resources.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: No. Oconee County would not be providing the match from the general fund, or special revenue funds for this grant.

If yes, who is matching and how much:

Approved by: _____ **Grants**

ATTACHMENTS

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council support the FY2Crime Victim's Assistance Grant and approve the addition of the Victim Advocate position under the Solicitor's Office.

Submitted or Prepared By:

Approved for Submittal to Council:

Brittney Martin, Grants Administrator

Phillip S. Shirley, Interim 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.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 18, 2025
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Request for Council's approval to commit funds, towards the US Department of Justice FY25 COPS Hiring Program Grant, for the hiring of two sworn deputies to address increased homelessness in Oconee County.

Amount: Not to exceed \$312,360, over four fiscal years

BACKGROUND DESCRIPTION:

- Oconee County has seen an increase in the number of homeless people, impacting business owners with loitering and littering, as well as increasing the needs for medical services at the local hospital.
- Homelessness often has an underlying cause, such as substance use disorders or mental health disorders.
- The Oconee County Sheriff's Office has experienced an increase in calls for law enforcement related services due to homelessness.
- This grant would allow the Oconee County Sheriff's Office to hire two new deputies that would be able to help homeless persons suffering from addiction and mental health-related issues.
- The grant award is \$250,000 and requires a minimum 25% match. The grant period is over three years, beginning on November 1, 2025 and ending on October 31, 2028.
- Estimated total project cost is \$434,056, with the County match totaling \$184,056.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Oconee County would be responsible for the full salaries and fringe for two sworn officers after the grant period ends. The grant does not cover equipment and vehicle costs. For two new deputies, equipment and upfitted vehicles will cost \$128,304.

As the grant does not correlate with the Fiscal Calendar, funding will need to be allocated across four fiscal years to support the grant.

Fiscal Year	2025-2026	2026-2027	2027-2028	2028-2029	Total
County Match	\$ 40,902.00	\$ 61,352.00	\$ 61,352.00	\$ 20,450.00	\$ 184,056.00
Equipment	\$ 24,104.00	\$ -	\$ -	\$ -	\$ 24,104.00
Upfitted Vehicles	\$ 104,200.00	\$ -	\$ -	\$ -	\$ 104,200.00
Total					\$ 312,360.00

FINANCIAL IMPACT [Brief Statement]:

Funding for these positions, equipment and upfitted vehicles were not included in the approved budget for FY 2025-2026.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: No.

If yes, who is matching and how much:

Approved by: _____ **Grants**

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.

ATTACHMENTS

Budget Narrative

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council support the FY25 COPS Hiring Grant and commit matching funds, up to \$184,056, for the hiring of two deputies to address homelessness in Oconee County. Oconee County further requests Oconee County Council approve the allocation of funding for the equipment and upfitted vehicles for the two deputies, in the amount of \$128,304.

Submitted or Prepared By:

Approved for Submittal to Council:

Brittney Martin, Grants Administrator

Phillip S. Shirley, Interim 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.

U.S. & WORLD BRIEFS

Judge extends order barring the Trump administration from firing federal workers during the shutdown

SAN FRANCISCO (AP) — A federal judge in San Francisco on Tuesday indefinitely barred the Trump administration from firing federal employees during the government shutdown, saying that labor unions were likely to prevail on their claims that the cuts were arbitrary and politically motivated.

U.S. District Judge Susan Illston granted a preliminary injunction that bars the firings while a lawsuit challenging them plays out. She had previously issued a temporary restraining order against the job cuts that was set to expire today.

Illston, who was nominated by Democratic President Bill Clinton, has said she believes the evidence will ultimately show the mass firings were illegal and in excess of authority.

Federal agencies are enjoined from issuing layoff notices or acting on notices issued since the government shut down Oct. 1. Illston said that her order does not apply to notices sent before the shutdown.

The Republican administration has slashed jobs in education, health and other areas it says are favored by Democrats. The administration has also said it will not tap roughly \$5 billion in contingency funds to keep benefits through the Supplemental Nutrition Assistance Program, commonly referred to as SNAP, flowing into November.

The American Federation of Government Employees and other labor unions have sued to stop the “reductions in force” layoffs, saying the firings were an abuse of power designed to punish workers and pressure Congress.

“President Trump is using the government shutdown as a pretense to illegally fire thousands of federal workers – specifically those employees carrying out programs and policies that the administration finds objectionable,” said AFGE National President Everett Kelley, in a statement thanking the court.

The White House referred a request for comment to the Office of Management and Budget, which did not immediately respond.

Lawyers for the government say the district court does not have the authority to hear personnel challenges, and that Trump has broad authority to reduce the federal workforce as he pledged to do during the campaign.

Judge orders daily meetings with Border Patrol official Bovino on Chicago immigration crackdown

CHICAGO (AP) — A judge in Chicago took the rare step Tuesday of ordering a senior U.S. Border Patrol official to brief her every night, an unprecedented bid to impose real-time oversight on the government’s immigration crackdown in the city after weeks of tense encounters and tear gas thrown by officers.

Greg Bovino, who has become the public face of the Trump administration’s city-by-city immigration sweeps, must sit for a daily 6 p.m. briefing to report how his agents are enforcing the law and whether they are staying within constitutional bounds, U.S. District Judge Sara Ellis said.

Ellis also demanded full use-of-force reports from agents involved in a blitz that has netted over 1,800 arrests since September.

“Yes, ma’am,” Bovino responded to each request.

He got an earful from Ellis as soon as he settled into the witness chair in his green uniform.

The judge quickly expressed concerns about video and other images from the campaign against illegal immigration. The hearing was the latest in a lawsuit by news outlets and protesters who say agents have used too much force, including tear gas, during demonstrations.

“My role is not to tell you that you can or cannot enforce validly passed laws by Congress. ... My role is simply to see that in the enforcement of those laws, the agents are acting in a manner that is consistent with the Constitution,” Ellis said.

Bovino is chief of the Border Patrol sector in El Centro, California, one of nine on the Mexican border.

The judge wants him to meet her in person daily “to hear about how the day went.”

“I suspect that now knowing where we are and that he understands what I expect, I don’t know that we’re going to see a whole lot of tear gas deployed in the next week,” Ellis said.

Ellis zeroed in on reports that Border Patrol agents disrupted a children’s Halloween parade with tear gas on the city’s Northwest Side over the weekend. Neighbors had gathered in the street as someone was arrested.

“Those kids were tear-gassed on their way to celebrate Halloween in their local school parking lot,” Ellis said.

“And I can only imagine how terrified they were. These kids, you can imagine, their sense of safety was shattered on Saturday. And it’s going to take a long time for that to come back, if ever.”

Ellis ordered Bovino to produce all use-of-force reports since Sept. 2 from agents involved in Operation Midway Blitz. She first demanded them by the end of Tuesday, but Bovino said it would be “physically impossible” because of the “sheer amount.”

Lawyers for the government have repeatedly defended the actions of agents, including those from U.S. Immigration and Customs Enforcement, and told the judge that videos and other portrayals have been one-sided.

Huge raid on Rio gang leaves at least 10 people dead and 80 under arrest

RIO DE JANEIRO (AP) — About 2,500 Brazilian police and soldiers launched a massive raid on a drug-trafficking gang in Rio de Janeiro and arrested 80 suspects Tuesday while sparking shootouts that left at least 10 people dead.

Authorities said the operation included officers in helicopters and armored vehicles and targeted the notorious Red Command in the sprawling low-income favelas of Complexo de Alemao and Penha.

Police did not confirm any deaths, but reports in local media including the online news website G1 said scores of people were believed killed. An Associated Press journalist saw at least 10 bodies arrive at the Getulio Vargas hospital in Penha, two of them police officers. An unknown number of people were wounded.

Footage on social media showed fire and smoke rising from the two favelas as gunfire rang out. The city’s Education Department said 46 schools across the two neighborhoods were closed, and the nearby Federal University of Rio de Janeiro canceled night classes and told people on campus to seek shelter.

Suspected gang members blocked roads in northern and southeastern Rio in response to the raid, local media reported. At least 50 buses were commandeered to be used in the blockades, the city’s bus organization Rio Onibus said.

Authorities arrested at least 80 suspects, Rio’s civil police said in a statement. The coordination action Tuesday followed a year of investigation into the criminal group, police said.

Claudio Castro, the conservative governor of Rio state, called the

one-day raid the largest such operation in the city’s history, and said the federal government should be providing more support to combat crime — a swipe at the administration of leftist President Luiz Inácio Lula da Silva.

Gleisi Hoffmann, the Lula administration’s liaison with the parliament, agreed that coordinated action was needed but pointed to a recent crackdown on money laundering as an example of the federal government’s action on organized crime.

Rio state’s government said at least 72 rifles and a large quantity of drugs were seized.

Amazon cuts 14,000 corporate jobs as spending on artificial intelligence accelerates

(AP) — Amazon will cut about 14,000 corporate jobs as the online retail giant ramps up spending on artificial intelligence while cutting costs elsewhere.

Teams and individuals impacted by the job cuts will be notified on Tuesday. Most workers will be given 90 days to look for a new position internally, Beth Galetti, Senior Vice President of People Experience and Technology at Amazon, wrote in a letter to employees on Tuesday. Those who can’t find a new role at the company or who opt not to look for one will be provided transitional support including severance pay, outplacement services and health insurance benefits.

Amazon has about 350,000 corporate employees and a total workforce of approximately 1.56 million. The cuts announced Tuesday amount to about a 4 percent reduction in its corporate workforce.

In June CEO Andy Jassy, who has aggressively sought to cut costs since becoming CEO in 2021, said that he anticipated generative AI would reduce Amazon’s corporate workforce in the next few years.

Jassy said at the time that Amazon had more than 1,000 generative AI services and applications in progress or built, but that figure was a “small fraction” of what it plans to build.

Amazon has announced plans to invest \$10 billion building a campus in North Carolina to expand its cloud computing and artificial intelligence infrastructure.

Since 2024 started, Amazon has committed to about \$10 billion apiece to data center projects in Mississippi, Indiana, Ohio and North Carolina as it builds up its infrastructure to try to keep up with other tech giants making leaps in AI. Amazon is

competing with OpenAI, Google, Microsoft, Meta and others. In a conference call with industry analysts in May, Jassy said that the potential for growth in the company’s AWS business is massive.

Republicans send Biden autopen report to the Justice Department, urging further investigation

WASHINGTON (AP) — House Republicans on Tuesday unveiled their long-promised report on former President Joe Biden’s use of the autopen, delivering a blistering critique of his time in office and inner circle that largely rehashes public information while making sweeping accusations about the workings of his White House.

The GOP report does not include any concrete evidence that aides conspired to enact policies without Biden’s knowledge or that the president was unaware of laws, pardons or executive orders signed in his name. But Republicans said their findings cast doubt on all of the Democrat’s actions in office. They sent a letter to Attorney General Pam Bondi urging a full investigation. Republican President Donald Trump ordered a similar inquiry earlier this year.

At its core, the report advances contested claims that Biden’s mental state declined to a degree that allowed White House officials to enact policies without his knowledge. It focuses heavily on the pardons he granted in office, including to his son, Hunter Biden, based on depositions with close Biden aides.

“The cost of the scheme to hide the fallout of President Biden’s diminished physical and mental acuity was great but will likely never be fully calculated,” the report reads. “The cover-up put American national security at risk and the nation’s trust in its leaders in jeopardy.”

Biden has strenuously denied he was unaware of his administration’s actions, calling such claims “ridiculous and false.” Democrats on the House Oversight committee denounced the probe as a distraction and a waste of time.

Rep. Robert Garcia, the top Oversight Democrat, said in a statement the GOP report was a “sham investigation” and that testimonies from Biden aides “make it clear the former president authorized every executive order, pardon, and use of the autopen.” He added that Democrats were more focused on the government shutdown than debates over the last administration.

Republicans are shifting attention back to Biden at a politically tumultuous time, 10 months into Trump’s presidency, with the government shut down and Congress at a standstill over legislation to fund it. House Speaker Mike Johnson, R-La., has kept the House out of session for nearly a month, with most public-facing committee work grinding to a halt.

Trump’s lawyers ask New York appeals court to toss out his hush money criminal conviction

NEW YORK (AP) — President Donald Trump’s lawyers have asked a New York state appeals court to toss out his hush money criminal conviction, saying federal law preempts state law and there was no intent to commit a crime.

The lawyers filed their written arguments with the state’s mid-level appeals court just before midnight Monday.

In June, the lawyers asked a federal appeals court to move the case to federal court, where the Republican president can challenge the conviction on presidential immunity grounds. The appeals court has not yet ruled.

Trump was convicted in May 2024 of 34 felony counts of falsifying business records to conceal a hush money payment to adult film actor Stormy Daniels, whose affair allegations threatened to upend his 2016 presidential campaign. Trump denies her claim and said he did nothing wrong. It was the only one of the four criminal cases against him to go to trial.

Trump was sentenced in January to what’s known as an unconditional discharge, leaving his conviction on the books but sparing him jail, probation, a fine or other punishment.

Appearing by video at his sentencing, Trump called the case a “political witch hunt,” “a weaponization of government” and “an embarrassment to New York.”

The Manhattan district attorney’s office, which prosecuted the case, will have a chance to respond to the appeals arguments in court papers. A message seeking comment was left with the office on Tuesday.

At trial, prosecutors said Trump mislabeled payments to his then-lawyer Michael Cohen as legal fees to conceal that he was actually reimbursing the \$130,000 that Cohen paid Daniels to keep her quiet in the final weeks of Trump’s successful 2016 presidential run.

CLASSIFIEDS

Unknown parties and/or heirs, and all others claiming any right, title or interest in the subject real property, above, being as a class designated as John Roe and Mary Roe;

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said Complaint upon the subscriber, at his office at 133 Straight Drive, Anderson, South Carolina 29625, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, Plaintiff will apply to the Court for judgment by default for the relief demanded in the Complaint.

TO MINORS(S) OVER FOURTEEN YEARS OF AGE, AND/OR MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY: YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a Guardian ad Litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff(s) immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you. **NOTICE IS HEREBY GIVEN** that the original Summons and original Complaint in the above entitled action

were filed in the Office of the Clerk of Court for Oconee County on July 31, 2025.

s/Michael S. Chambers
SC Bar No. 1178
Attorney for the Plaintiff
133 Straight Drive
Anderson, S.C. 29625
(864) 222-0292
Mike@BKRLaw.net

NOTICE OF ORDER APPOINTING COUNSEL AND GUARDIAN AD LITEM NISI

TO: THE DEFENDANTS HEREIN, NAMES AND ADDRESSES UNKNOWN, BEING AS A CLASS DESIGNATED AS JOHN ROE AND MARY ROE, INCLUDING ANY THEREOF WHO MAY BE MINORS, IMPRISONED PERSONS, INCOMPETENT PERSONS, UNDER OTHER LEGAL DISABILITY OR IN THE MILITARY, IF ANY, WHETHER RESIDENTS OR NON-RESIDENTS OF SOUTH CAROLINA AND TO

THE NATURAL, GENERAL, TESTAMENTARY GUARDIAN OR COMMITTEE, OR OTHERWISE, AND TO THE PERSON WITH WHOM THEY MAY RESIDE, IF ANY THERE BE:

PLEASE TAKE NOTICE that a Motion for an Order and an Order appointing Kelley Yarborough Woody, Esquire, as Counsel and Guardian ad Litem Nisi, for all persons whomsoever herein collectively designated as John Roe and/or Mary Roe, Defendants herein, names and addresses unknown, including any thereof who may be minors, imprisoned persons, incompetent persons, in the military service or under

other legal disability, whether residents or non-residents of South Carolina, was filed in the Office of the Clerk of Court for Oconee County, South Carolina.

YOU WILL FURTHER TAKE NOTICE that unless the said minors or persons under other legal disability, if any, or someone in their behalf or in behalf of any of them, shall within thirty (30) days after service of notice of this Order upon them by publication, exclusive of the day of such service, procure to be appointed for them, or either of them, a Counsel and/or Guardian ad Litem to represent them for the purposes of this action, the appointment of said Counsel and/or Guardian ad Litem Nisi shall be made absolute.

s/Michael S. Chambers
SC Bar No. 1178
Attorney for the Plaintiff
133 Straight Drive
Anderson, S.C. 29625
(864) 222-0292
Mike@BKRLaw.net

Notice of Sale
C/A No: 2023-CP-37-00966

BY VIRTUE OF A DECREE of the Court of Common Pleas for Oconee County, South Carolina, heretofore issued in the case of Freedom Mortgage Corporation vs. Deward C Butler; Abigail M Butler; Marilea L Butler; The United States of America, by and through its Agency, the Department of Housing and Urban Development I the undersigned as Clerk of Court for Oconee County, will sell on November 3, 2025 at 11:00 AM at Oconee County Court House,

Walhalla, South Carolina 29691 to the highest bidder:

Legal Description and Property Address:

ALL that certain piece, parcel or lot of land with any improvement thereto, situate, lying and being in the State of South Carolina, County of Oconee, being shown and designated as Parcel A1, containing 2.000 acres, more or less, on a plat prepared for Timothy E. Cook, Jr. and Julia Brackett Cook by William C. Hutchins, PLS #29117, dated October 21, 2019 and recorded on November 13, 2019 in Plat Book B700 at page 4, records of Oconee County, South Carolina. Reference being hereby given for a more complete metes and bounds description hereof. This being the same property conveyed unto Deward C. Butler, Abigail M. Butler and Marilea L. Butler, as joint tenants with the right of survivorship and not as tenants in common, by Deed from Timothy E. Cook Jr. and Julia Brackett Cook dated November 12, 2019 and recorded on November 13, 2019 in Deed Book 2519 at Page 214, records of Oconee County, South Carolina.

115 Mountain Springs Road
West Union, SC 29696
TMS# 121-00-02-067
TERMS OF SALE: For cash. Interest at the current rate of 5.375% to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of

his or her bid, deposit with the Clerk of Court for Oconee County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Thirty (30) days, the Clerk of Court for Oconee County shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff’s representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record. Neither the Court, nor Plaintiff, nor Plaintiff’s counsel makes any warranty of title or representations with regard to the condition or existence of any improvements on the subject property. Prospective bidders may wish to as-

sess these matters to their satisfaction prior to sale.

CLERK’S SIGNATURE PAGE TO FOLLOW

Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
(803) 726-2700

Oconee County Council will hold a public hearing at 6 pm on Tuesday, November 18, 2025 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC for the following: ORDINANCE 2025-17 AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 4, CHAPTERS 1 AND 29, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A LEGAL ENTITY IDENTIFIED BY THE COUNTY AS PROJECT BEAMER, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES; PROVIDING FOR CERTAIN SPECIAL SOURCE REVENUE CREDITS; DESIGNATING CERTAIN PROPERTY TO BE INCLUDED IN A MULTI-COUNTY INDUSTRIAL PARK; AND OTHER RELATED MATTERS.

**CLASSIFIEDS
WORK!**

THE JOURNAL

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE:

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


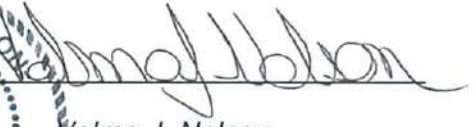
January 11, 2025

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



Hal Welch
General Manager

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

Velma J. Nelson
Notary Public
State of South Carolina

IFIED PLACE

864.973.6676



upstatetoday.com



YARD SALES:

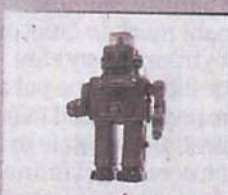
2 Days - \$25.00

10 Line Limit

Each additional day:
\$5.00

Sell items under \$100

FREE*



*Restrictions apply. Does not include picture.

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dicap, familial
origin, or inten-

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

The Oconee County Council will meet in 2025 on the first and third Tuesday of each month with the following exceptions: July, August, and November meetings, which will be only on the third Tuesday of each of these months; March, June and December meetings, which will be only on the first Tuesday of each of these months. All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina. Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Thursday, February 20, 2025 to establish short- and long-term goals. This meeting will be held off-site in the Tri-County Technical College, Oconee Campus, conference room located at 552 Education Way, Westminster, South Carolina. Oconee County Council will also meet on Tuesday, January 6, 2026 in Council Chambers at which point they will establish their 2026 Coun-

cil and Committee meeting schedules. Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed. Oconee County Council Committees will meet in 2025 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised. The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 18, May 20, July 15, & September 16, 2025. The Transportation Committee at 4:30 p.m. on the following dates: February 18, May 20, July 15, & September 16, 2025. The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: April 1, June 3, August 19, & October 21, 2025. The Planning & Economic Development Committee at 4:30 p.m. on the following dates: April 1, June 3, August 19, & October 21, 2025. The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 20 [Strategic Planning Retreat] and 4:30 p.m. on the following dates: March 4 [4 p.m.], April 15, & May 6, 2025.

NOTICE OF APPLICATION
Notice is hereby given that Ash

South Carolina Department of Revenue for a license/permit that will allow the sale and On Premises consumption of Beer, Wine and Liquor at 671 Highway 123 Bypass Seneca SC 29678. To object to the issuance of this permit/license, written protest must be postmarked no later than January 26, 2025. For a protest to be valid, it must be in writing, and should include the following information: (1) The name, address and telephone number of the person filing the protest; (2) The specific reasons why the application should be denied; (3) That the person protesting is willing to attend a hearing (if one is requested by the applicant); (4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and, (5) The name of the applicant and the address of the premises to be licensed. ent of Revenue, ABL SECTION, P.O. Box 125, Columbia, SC 29214-097.

Yard Sale?

Call 864-973-6676
today to place an ad!

Oconee County Council

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

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

E-mail:
jennifercadams@oconeesc.com

John Elliott
District I

Matthew Durham
Chairman
District II

Don Mize
Vice Chairman
District III

Thomas James
District IV

J. Glenn Hart
Chairman Pro Tem
District V



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

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

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

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

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

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

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when

the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.

- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.
- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
- (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
- (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
- (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
- (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
- (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
- (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
- (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.

- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

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