

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 7, 2026

ITEM TITLE:

Title: Computer Services, Printing and Mailing All Type Tax Notices Department(s): Assessor, Auditor, Delinquent Tax & Treasurer

**Amount: Not to Exceed Approved Ordinance 2026-01 Budget Amount(s)
Estimated \$432,305.38**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2026-2027 budget process.

Budget: \$432,305.38 Project Cost: \$432,305.38 Balance: \$0.00

Finance Approval: _____

Note: The total budget for this service comes from the Assessor, Auditor, Delinquent Tax and Treasurer's approved budget amounts.

BACKGROUND DESCRIPTION:

In October 2025, the County terminated its contract with the previous Printing and Mailing of Tax Notices provider. The termination was necessary due to the vendor's inability to successfully convert the County's data files into properly formatted printed tax notices, as they had done in prior years. In addition, the vendor failed to respond in a timely or effective manner to critical issues impacting production and mailing timelines, creating operational risk and delays in the tax notice distribution process.

Following the cancellation of this agreement, printing and mailing services for tax notices were transitioned under the County's Emergency Procurement Ordinance to Publiq, the County's current computer and software provider. This action was taken to ensure continuity of essential services and to mitigate further disruption to the tax notice mailing process. Publiq was selected as the most efficient and reliable option, as the County's tax data already resides within its system, eliminating the need for external data conversions and reducing the potential for formatting errors or processing delays. This alignment of services has improved workflow efficiency and enhanced the reliability of tax notice production and distribution.

It is also staff's understanding that County Council was made aware of this change at the time of the transition. This request is to ensure that this action and transition are formally noted in the official County Council minutes.

Staff is further requesting Council approval of a Sole Source award to Publiq based on its proprietary, fully integrated solution that supports County operations through a single unified platform. Publiq is the only provider capable of delivering the complete combination of required services without the need for separate systems or third-party integration. Utilizing any alternative vendor would require significant operational changes, including data migration or system redevelopment, re-creation of established templates and processes, staff retraining and resulting workflow disruption, and increased operational risk related to accuracy, timeliness, and compliance.

In addition, postage costs associated with the mailing of tax notices are subject to change based on rates established by the United States Postal Service and other applicable mailing requirements. These rates are outside the control of the County and may fluctuate during the term of services.

ATTACHMENT(S):

1. Publiq Computer Services Proposal
2. Publiq Reassessment Notices Proposal

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

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

STAFF RECOMMENDATION:

It is staff's recommendations that Council:

1. Approve the Sole Source award of Computer Services, Printing and Mailing of Tax Notices services to Publiq based on its proprietary, fully integrated platform that supports County operations through a single system.
2. Approve continuation of services with Publiq on an ongoing basis, contingent upon satisfactory performance and subject to the availability of funding in future approved budgets, and provided no other comparable source is identified that can deliver an equivalent fully integrated solution without disruption.
3. Authorize the County Administrator to execute all necessary documents to implement and maintain this arrangement.

Submitted or Prepared By: _____ Approved for Submittal to Council: _____
Tronda C. Popham, Procurement Director Stewart O. Jones, County Administrator

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**OCONEE COUNTY 2026-2027
415 S. PINE STREET
WALHALLA, SC 29691**

**COMPUTER SERVICES AGREEMENT FOR TREASURER, ASSESSOR, AUDITOR, &
DELINQUENT TAX FISCAL YEAR JULY 1, 2026 - JUNE 30, 2027**

**This Computer Services Agreement (the "Agreement") is made and entered into as of the ____ day
of _____, 2026, by and between PUBLIQ, LLC ("PUBLIQ") and OCONEE COUNTY
2026-2027.**

**By: Josh Vickery, Sales Representative
PUBLIQ, LLC
PUBLIQ Software
February 18, 2026**



There are many changes being discussed for 2026-2027 concerning property taxes in South Carolina. We at PUBLIQ try to keep up and stay ahead of these changes for our local government customers. We cannot anticipate the massive changes that may occur with the General Assembly this tax year. We will, however, work with your county to make any and all changes in the tax structure as smooth as possible.

This contract is based on processing taxes the same way that 2025 taxes were processed. If major changes are required in the tax system, we will calculate a cost to accomplish these changes and submit a contract to you for this cost for you to approve. As always, we will try to keep any cost for new legislative changes as low as we possibly can.

Note: The postage rates listed in this agreement are based on the current US postage rate and are subject to change based on US Postal Service. No postage discount are given to printing batches of less than 500, current postage rates apply. Freight charges are not included in the above figures, but will be applied when necessary. Certified Postage is not included in this agreement as line item as instructed by the county.

This is a courtesy notification of your upcoming PUBLIQ Software contract renewal software and services and is intended solely for the purpose of providing estimates for budgetary purposes. The pricing outlined herein is subject to modification.



1. Auditor

Real and Personal Tax Services

Process Fall Real/Personal Taxes	75,000 @ .0310	\$2,325.00
Print Real/Personal Closeout Digest	75,000 @ .0520	\$3,900.00
Convert Assessor Data for Taxes	2 @ 2517.02	\$5,034.04
Process DOR Data		\$703.43
Assistance for Fall Calculation	2 @ 1192.50	\$2,384.99
Produce Auditor's Digest to a PDF File		\$222.56
Special Edits on Converted Data	2 @ 2517.02	\$5,034.04
SCDMV Mobile Home List	4 @ 111.28	\$445.12
UPS Shipping		\$129.35
Print Real and Personal Tax Notices	75,000 @ .1700	<u>\$12,750.00</u>
Total		\$32,928.52

Software Management

Rollback Calculation System		\$2,317.78
Auditor Taxes (TA)		\$15,278.30
Auditor Vehicle Valuing/High Mileage Discount (TJ)		\$3,247.25
Auditor Homestead Applications (TN)		\$1,857.65
Auditor First Time Issue (UF)		\$5,621.78
Remote Backup Service		\$2,520.00
Watercraft Maintenance		\$2,981.43
Auditor Real Estate Calculate Processing (TR)		\$9,293.92
Auditor Vehicle Calculate Processing (TV)		\$9,293.92
Operation System Software Maintenance (OS)		\$1,913.06
Auditor/Assessor Interface		<u>\$3,338.40</u>
Total		\$57,663.49

Vehicle Tax Services

Process Vehicle Taxes	90,000 @ .0310	\$2,790.00
Process Vehicle Valuing	90,000 @ .1460	\$13,140.00
Produce Vehicle Digest PDF	12 @ 60.21	\$722.59
Vehicle Valuing Guide Book	2 @ 70.00	\$140.00
Vehicle Valuing Guide -PDF		\$30.00
Print Vehicle Tax Notices	90,000 @ .1700	<u>\$15,300.00</u>
Total		\$32,122.59

Watercraft Tax Services

PDF of Watercraft Digest	12 @ 57.90	\$694.80
Process Wildlife data	12 @ 55.64	\$667.68
Process Watercraft Taxes	17,000 @ .0310	\$527.00
Print Watercraft Tax Notices	17,000 @ .1700	\$2,890.00
Software Updates for Watercraft		<u>\$15,000.00</u>

Total \$19,779.48

Auditor Total \$142,494.08



2. Treasurer

Postage

Postage for Vehicles	90,000 @ .6700	\$60,300.00
Postage for Fall Real Estate	75,000 @ .6400	\$48,000.00
Postage for Watercraft	17,000 @ .7100	<u>\$12,070.00</u>
Total		\$120,370.00

Real and Personal Tax Services

Real & Personal Digest on PDF		\$107.00
R/P Reminder Notice - Form and Printing	10,500 @ .0700	\$735.00
R/P Reminder Notice Postage	10,500 @ .5300	\$5,565.00
R/P Reminder Notice Setup Fee		<u>\$500.00</u>
Total		\$6,907.00

Software Management

Treasurer Refund System (TY)		\$3,717.14
Lock Box Processing (UL)		\$1,574.96
Treasurer Taxes (TT)		\$18,009.73
Treasurer Public Access (T2)		\$1,767.81
Watercraft Tax Processing Software		\$2,981.39
Xpress Bill Treasurer Internet/IVR/OTC		<u>\$3,348.00</u>
Total		\$31,399.03

Vehicle Tax Services

CIDR Processing	90,000 @ .2000	<u>\$18,000.00</u>
Total		\$18,000.00

Treasurer Total \$176,676.03



3. Tax Collector

Postage

Postage for Execution Notices	9,000 @ .6700	\$6,030.00
Postage for Certified - Restricted	2,500 @ 18.84	\$47,100.00
Postage for Certified - Unrestricted	500 @ 10.44	<u>\$5,220.00</u>
Total		\$58,350.00

Real and Personal Tax Services

Print Notice of Executions	9,000 @ .1800	\$1,620.00
Create PDF file of Execution Copies		\$200.00
Print Certified Mailers	3,000 @ .6000	\$1,800.00
Create PDF of Certified Notices		<u>\$200.00</u>
Total		\$3,820.00

Software Management

Delinquent Advertising (TW)		\$1,857.65
Delinquent Tax System (TD)		\$7,746.50
Xpress Bill Delinquent Internet/IVR/OTC		<u>\$861.12</u>
Total		\$10,465.27

Tax Collector Total \$72,635.27



4. Summary of Charges

1. Auditor	\$142,494.08
2. Treasurer	\$176,676.03
3. Tax Collector	<u>\$72,635.27</u>
Grand Total	\$391,805.38

5. Governing Law and Jurisdiction

This Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.

6. No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

7. Express Warranties, Disclaimers and Damage Limits

(a) Limited Express Warranty. PUBLIQ warrants that it will perform the computer services described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.

(b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(c) Right to Damages Limited. Under no circumstances will PUBLIQ be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.



8. Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this Agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this Agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by representatives of both parties with actual authority to bind the parties.

9. Terms

Invoices will be billed at the end of the month. Your account must be paid by the 15th of the following month. Amounts not paid when due will be subject to a finance charge of 1.5% per month (18% per year).

10. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. The counterparts to this Agreement may be executed and delivered by facsimile or other electronic means by any one of the parties to the other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, this Agreement is executed by duly authorized representatives as of the dates set forth below.

PUBLIQ, LLC

OCONEE COUNTY 2026-2027

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____



**OCONEE COUNTY ASSESSOR
415 S PINE STREET
WALHALLA, SC 29691**

PRINT AND MAIL REASSESSMENT NOTICES

This Computer Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2026, by and between PUBLIQ, LLC ("PUBLIQ") and OCONEE COUNTY ASSESSOR.

**By: Wayne Burnett, Sales Representative
PUBLIQ, LLC
PUBLIQ Software
March 02, 2026**



Print and Mail Reassessment Notices. Forms included is #10 Window Envelope and 8 1/2 by 11 sheet of paper, then printing and mailing services

*****Note: County must provide parcels that need reassessment notices in the same file format as the file we receive for fall taxes.*******

Note: The postage rates listed in this agreement are based on the current US postage rate and are subject to change based on US Postal Service. No postage discount are given to printing batches of less than 500, current postage rates apply. Freight charges are not included in the above figures, but will be applied when necessary. Certified Postage is not included in this agreement as line item as instructed by the county.



1. Assessor

Assessor Services

Process & Print Reappraisal Notices	50,000 @ .1500	\$7,500.00
Postage For Reassessment Notices	50,000 @ .6500	\$32,500.00
Setup Fee		<u>\$500.00</u>
	Total	\$40,500.00
	Assessor Total	\$40,500.00



2. Summary of Charges

1. Assessor	<u>\$40,500.00</u>
Grand Total	\$40,500.00

3. Governing Law and Jurisdiction

This Agreement and performance hereunder shall be governed by the laws of the State of South Carolina. The sole jurisdiction for any legal proceedings under this Agreement shall be South Carolina.

4. No Third-Party Beneficiary

It is specifically agreed between the parties executing this Agreement that it is not intended by reason of any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

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- (a) Limited Express Warranty. PUBLIQ warrants that it will perform the computer services described in this Agreement in accordance with the understandings of the parties as expressed in this Agreement.
- (b) **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- (c) Right to Damages Limited. Under no circumstances will PUBLIQ be liable for incidental, special, punitive or consequential damages whether under warranty, tort, contract, strict liability or otherwise.



6. Complete Agreement

This Agreement cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices and understandings between the parties pertaining to the matters covered in this Agreement, and contains the entire agreement between the parties. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this Agreement, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth in this Agreement were relied upon by the parties in entering into this Agreement. No amendment, modification or waiver of, addition to, or deletion from the terms of this Agreement will be effective unless reduced to writing and signed by representatives of both parties with actual authority to bind the parties.

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PUBLIQ, LLC

OCONEE COUNTY ASSESSOR

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 7, 2026

ITEM TITLE:

Title: Officer Uniforms **Department(s):** Animal Control, Detention Center, Sheriff **Amount:** Not to Exceed Approved Ordinance 2026-01 Budget Amount(s).

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2026-2027 budget process.

Budget: \$82,000.00 **Project Cost:** \$82,000.00 **Balance:** \$ Finance Approval: _____

Note: The total budget for Officer Uniforms comes from Animal Control, Detention Center and the Sheriff's approved budget amounts for officer uniforms.

BACKGROUND DESCRIPTION:

*There is no dollar amount associated with this request. All purchases will be made on an as-needed basis and will not exceed the funding levels established in the individual departments' approved budgets.

The Sheriff's Office, Animal Control, and Detention Center procure officer uniforms on an as-needed basis. These items include, but are not limited to, uniform trousers, cargo pants, shirts, jackets, rain gear, hats, traffic vests, gloves, belts, boots, and shoes.

Historically, officer uniforms were purchased from Design Lab, Inc. in Greenville, South Carolina. Design Lab provided on-site fittings to assist with proper sizing for personnel. In January 2026, Galls, LLC acquired Design Lab, Inc., and the Greenville storefront will remain in operation. Galls will continue to provide on-site fitting services.

These fitting services are a significant asset to the Sheriff's Office as they allow for on-site sizing and fittings, eliminating the need for deputies to travel to Greenville. This improves efficiency, reduces time away from duty, and ensures personnel are properly fitted for uniforms in a timely manner. Staff is requesting Council approve the award of Officer Uniforms, As-Needed to Galls, LLC.

Actual quantities ordered will vary based on the operational needs of Animal Control, the Detention Center, and the Sheriff's Office, as well as available funding.

The departments have included the following amounts in their FY 2026–2027 budget requests for officer uniforms to be purchased from Galls, LLC:

- Animal Control \$2,000.00
- Detention Center \$30,000.00
- Sheriff's Office \$50,000.00

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SPECIAL CONSIDERATIONS OR CONCERNS:

Pricing for officer uniforms is available through the OMNIA Partners national purchasing cooperative under Contract No. RF251001. This contract permits government agencies to purchase directly from awarded vendors. The contract was competitively solicited and awarded at the national level, with Galls selected as an awarded vendor for Apparel, Uniforms, Accessories, and Related Products under Contract No. RF251001.

Staff requests authorization to procure officer uniforms through existing and future OMNIA Partners term contracts for the duration of those agreements without requiring additional Council approval. This approach will streamline the procurement process, ensure compliance with applicable purchasing regulations, and provide cost-effective and efficient support for departmental uniform needs.

The contract provides a minimum discount of 15% off Galls published price lists; however, Galls has extended a 20% discount on most routine items purchased by Animal Control, the Detention Center, and the Sheriff's Office

ATTACHMENT(S):

1. Omnia Contract Information
2. List of routinely Purchased Items for Animal Control, Detention, and Sheriff's Officers with Discounted Pricing

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Approve the purchase of Officer Uniforms for Animal Control, Detention Center and Sheriff, to Galls, LLC., of Lexington, KY.
2. Authorize the County Administrator to approve future officer uniform purchases through existing and any future Omnia Partners term contracts for the duration of those agreements, without requiring additional individual Council approvals, provided such purchases remain within the budgeted, Council-approved allocations for officer uniforms in future fiscal years.

Submitted or Prepared By: _____ Approved for Submittal to Council: _____
Tronda C. Popham, Procurement Director Stewart O. Jones, County Administrator

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GALLS Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Direct Purchase of Apparel, Uniforms, Accessories, Products and Services

Region 4 ESC - TX

Contract Number: R251001

Initial Term: October 1, 2025, through September 30, 2028

Renewal Options: Option to renew for two (2) additional one-year periods through September 30, 2030

DOWNLOAD
CONTRACT FILES

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Diligence](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Documents](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [Proof of Publication](#)
- [RFP Receipt List](#)
- [RFP Opening Documents](#)



Galls products and pricing proposal can be found in our file “Galls Omnia 2025 items catal.xlsx” uploaded as a Response Attachment in the lonwave portal. We are offering a standard product discount on all catalog items offered under this contract at a flat 15% discount off of Galls’ published list price. This discount off of list price will be for all eligible items at the time an order is placed. The catalog currently applies to apparel, footwear, duty gear, body armor, accessories, and select customization services. Custom-built or agency specific items may be quoted separately. And additional discounts may be available for high volume or blanket purchase agreements. Special projects, large agency orders, or bundled equipment packages may qualify for custom pricing quotes beyond the standard 15% discount.

List prices will be reviewed and published regularly, and Galls will notify OMNIA Partners and participating agencies of any pricing updates in accordance with contract terms.

Galls fully commits to the “not-to-exceed” model and as such, our discount rates will not increase over the term of the contract.

List of Routinely Ordered Uniform Items

				Price Quoted		
Item #		Description	Product / Style #	Discount Provided	MSRP	Unit Price
1	TROUSER #1 (DRESS) SHERIFF/DETENTION/ANIMAL CONTROL					
A	HS2119	Men - Navy	Horace Small Heritage	30%	217.40	152.18
2	TROUSER #1 (DRESS) -SHERIFF/DETENTION/ANIMAL CONTROL					
A	E3242R	Men - Navy	Elbeco	20.10%	104.99	83.85
B	E3444R	Men - Navy	Elbeco	21.30%	111.99	88.15
C	E3434LC	Women - Navy	Elbeco	20.10%	104.99	83.85
D	E3454LC	Women - Navy	Elbeco	21.30%	111.99	88.15
3	TROUSER #2 (TACTICAL) – SHERIFF/DETENTION/ANIMAL CONTROL					
A	F5294	Olive Drab	Propper Kinetic	21.20%	73.80	58.15
B	F5252-50	Olive Drab , Black	Propper Kinetic	17.80%	57.80	47.50
C	F5258	Men - Summerweight Tactical - Black	Propper	20.30%	69.80	55.65
D	F5258	Men - Summerweighth Tactical - Khaki	Propper	20.30%	69.80	55.65
E	F52744X	Men - Revtac Tactical Strech Pant - Black	Propper	19.70%	61.80	49.65
F	F5925	Women - Revtac Tactical Strech Pant - Black	Propper	19.70%	61.80	49.65
G	F5295	Women - Lightweight Tactical - Black	Propper	17.70%	57.80	47.55
H	74544	Men - V.XI XTU Pant Ranger Green	5.11 Tactical	27.40%	98.00	71.15
I	73308-190	Pro 11 Short TDU Green	5.11 TacLite	20.75%	60.00	47.55
J	11401	First Tactical Men Pants - Black	First Tactical	21.30%	120.99	95.25
K	124011	First Tactical Women Pant - Black	First Tactical	24.40%	120.99	91.45
4	TROUSER #3 (UTILITY) – SHERIFF/ANIMAL CONTROL/DETENTION: Tru-Spec 24-7 Series					
A	1060	Men - Khaki	Tru-Spec 24-7 Series	25.00%	68.95	51.70
B	1061	Men - Navy	Tru-Spec 24-7 Series	25.00%	68.95	51.70
C	1062	Men - Black	Tru-Spec 24-7 Series	25.00%	68.95	51.70
D	1063	Men - Coyote	Tru-Spec 24-7 Series	25.00%	68.95	51.70
E	1064	Men - OD Green	Tru-Spec 24-7 Series	25.00%	68.95	51.70
F	1095	Women - Khaki	Tru-Spec 24-7 Series	25.00%	68.95	51.70
G	1096	Women - Black	Tru-Spec 24-7 Series	25.00%	68.95	51.70
H	1097	Women - Navy	Tru-Spec 24-7 Series	25.00%	68.95	51.70
I	1099	Women - OD Green	Tru-Spec 24-7 Series	25.00%	68.95	51.70
J	1369	Women - Coyote	Tru-Spec 24-7 Series	25.00%	68.95	51.70
5	SHORT-SLEEVE SHIRT (DRESS) – SHERIFF/DETENTION/ANIMAL CONTROL: Horace Small Deputy Deluxe “NO EXCEPTIONS”					
A	HS1219	Men - French Blue	Horace Small Deputy Deluxe	30.00%	102.30	71.61
B	HS1220	Men - Gray	Horace Small Deputy Deluxe	30.00%	102.30	71.61
C	HS1275	Women - Gray	Horace Small Deputy Deluxe	30.00%	102.30	71.61
D	HS1222	Men - Tan	Horace Small Deputy Deluxe	34.90%	102.30	66.65
E	HS1277	Women - Tan	Horace Small Deputy Deluxe	34.90%	102.30	66.65
F	UM11803W	Polyflex S/S Shirt - White	United Uniforms	25.50%	57.95	43.15
6	SHORT SLEEVE T-SHIRT – SHERIFF/DETENTION/ANIMAL CONTROL:					
B	1216007	Men - Under Armour HeatGear Compression - Black	Under Armour	20.00%	24.99	19.99
C	1235253	Women - Under Armour HeatGear Compression - Black	Under Armour	20.00%	24.99	19.99
D	1005684	Men (Under Armour Tactical Tech Short Sleeve T-Shirt - Black	Under Armour	20.00%	24.99	19.99
F	1326413	Under Armour Loose Crew – Black	Under Armour	32.60%	24.99	16.85
G	1005684-001	Under Armour Mens Tactical Tech	Under Armour	32.60%	24.99	16.85
H	40005-019	5.11 Compression Crew Shirt	5.11 Tactical	21.40%	40.00	31.45
I	40007-019	5.11 Compression Crew Shirt	5.11 Tactical	28.40%	32.00	22.90
7	LONG SLEEVE T-SHIRT – SHERIFF/DETENTION/ANIMAL CONTROL:					
A	42194	Men 5.11 Mock Neck - Black	5.11 Tactical	15.70%	55.00	46.35
B	32164	Women 5.11 Mock Neck - Black	5.11 Tactical	15.70%	55.00	46.35

List of Routinely Ordered Uniform Items

				Price Quoted		
Item #		Description	Product / Style #	Discount Provided	MSRP	Unit Price
8	LONG-SLEEVE SHIRT (DRESS) – SHERIFF/DETENTION/ANIMAL CONTROL: Horace Small Deputy Deluxe “NO EXCEPTIONS”					
A	HS1173	Men - French Blue	Horace Small Deputy Deluxe	30.00%	116.70	81.69
B	HS1173	Women - French Blue	Horace Small Deputy Deluxe	30.00%	116.70	81.69
C	HS1514	HS1514 – Men - Gray	Horace Small Deputy Deluxe	30.00%	116.70	72.85
D	HS1515	HS1515 – Women - Gray	Horace Small Deputy Deluxe	30.00%	116.70	72.85
E	HS1124	HS1124 – Men - Tan	Horace Small Deputy Deluxe	30.00%	116.70	81.69
F	HS1176	HS1176 - Women - Tan	Horace Small Deputy Deluxe	30.00%	116.70	81.69
G	UM11903W	UM11903W – United Uniform Polyplex - White	United Uniforms	25.00%	57.95	43.45
9	LONG-SLEEVE SHIRT (TACTICAL) – SHERIFF: “NO EXCEPTIONS”					
A	F58334X330	Men - Olive Drab Propper Kinetic Combat	Propper	17.10%	69.80	57.85
B	72508	Men - 5.11 Tactical V.XI XTU Rapid Long-Sleeve Ranger Green Price includes embroidery, screen printing, patches, etc	5.11 Tactical	8.20%	160.00	146.95
C	F5836	Propper Station ¼ Zip Job Shirt - Navy	Propper	20.70%	59.80	47.45
11	SWEATER – SHERIFF/DETENTION: V-Neck Jersey Knit Commando Sweater “NO EXECPTIONS”					
A	PSC2030	Unisex - Black, Dark Navy	Cobmex	24.90%	125.50	93.85
12	POLO SHIRTS – SHERIFF/DETENTION/ANIMAL CONTROL					
A	41060	Men - Assorted Colors	5.11 Professional	30.00%	55.00	38.50
B	61166	Women - Assorted Colors	5.11 Professional	30.00%	55.00	38.50
C	42056	Men - Assorted Colors	5.11 Professional	30.00%	60.00	42.00
D	CS410	Men - Assorted Colors	Cornerstone	6.20%	36.92	34.65
E	CS412	Men - Assorted Colors	Cornerstone	2.00%	30.40	29.80
F	CS413	Woman - Assorted Colors	Cornerstone	2.00%	30.40	29.80
G	CS410LS	Men - Assorted Colors	Cornerstone	9.00%	43.44	39.55
I	F5396	Women - Propper Uniform Polo L/S - Gray	Propper	13.00%	37.80	32.90
J	F5383	Women - Propper Uniform Polo S/S - Gray	Propper	12.10%	31.80	27.95
K	F5356	Men - Propper Uniform Polo L/S - Gray	Propper	15.50%	37.80	31.95
L	F53554C	Men - Propper Uniform Polo S/S - Gray	Propper	12.10%	31.80	27.95
13	JACKETS - SHERIFF/DETENTION/ANIMAL CONTROL					
B	48096	Unisex - Black (5.11 Tactical Double Duty Jacket - “NO EXECPTIONS”)	5.11 Tactical	30.00%	175.00	122.50
C	48103	Unisex - Black (5.11 Tactical Signature Duty Jacket - “NO EXECPTIONS”)	5.11 Tactical	30.00%	260.00	182.00
D	586MLF	Unisex (Liberty Uniform Reversible Raincoat - “NO EXECPTIONS”)	Liberty Uniforms	22.10%	97.70	76.15
E	G180	Gildan Heavy Blend 50/50 Fleece Crew - Charcoal Price includes embroidery, screen printing, patches, etc	Gilden		18.65	21.95
F	88083	Mens Techno Lite Jacket - Black	North End	7.20%	45.00	41.75
14	RAIN PARKA – ANIMAL CONTROL: Neese Breathable Jacket with Tuck-Away Hood “NO EXCEPTIONS”					
A	523AJ		Neese	25.00%	123.40	92.55
15	RAIN PANT - SHERIFF					
A	523PT	Black	Neese	25.00%	81.60	61.20
16	TRAFFIC VEST – SHERIFF					
A	VEA-551	ANSI/ISEA 207-2006 Certified Class 2 Vest Price includes embroidery, screen printing, patches, etc				32.85
18	BALL CAP (flex-fit) – SHERIFF/DETENTION/ANIMAL CONTROL					
A	6277	Ball Cap - Black	Flex Fit	7.90%	20.90	19.25
19	GLOVES – SHERIFF: HWI Deema Line Duty Gloves					
A	DLD100	Gloves - Black	HWI Gear	20.00%	47.40	37.92
B	HPG100	Gloves - Black	HWI Gear	20.00%	52.50	42.00

List of Routinely Ordered Uniform Items

Price Quoted						
Item #		Description	Product / Style #	Discount Provided	MSRP	Unit Price
20	BELTS - SHERIFF/DETENTION/ANIMAL CONTROL					
A	5121-UC	Inner-Trouser Velcro Leather Belt – Black	Dutyman	18.10%	34.50	28.25
C	6505-2	BW Leather Trouser Garrison Belt - Black	Boston	30.60%	49.90	34.65
D	17706	Bianchi AccuMold Nylon Liner Belt - Black “NO EXCEPTIONS”	Bianchi	29.50%	45.90	32.35
E	70921	Uncle Mike’s Mirage Basket Weave Belt - Black “NO EXCEPTIONS	Uncle Mikes	34.40%	75.49	49.75
F	6605-1	Boston Leather 1 ¼ Duty Garrison Belt	Boston	18.40%	29.70	24.25
21	TIES – SHERIFF /DETENTION/ANIMAL CONTROL					
A	90016	Tact Squad Men’s Clip On Tie 18” Black	Tact Squad	21.40%	8.40	6.60
B	90049	Tact Squad Men’s Clip On Tie 20” Black	Tact Squad	21.20%	8.50	6.70
C	90063	Tact Squad Men’s Clip On Tie 22” Black	Tact Squad	22.70%	8.80	6.80
22	BEANIE – SHERIFF/DETENTION/ANIMAL CONTROL					
A	1500	Yupong Knit Beanie Black - Price includes embroidery, screen printing, patches, etc	Yupong		10.20	12.95
23	PATCHES					
A		Sheriff	2.35			
B		Animal Control	3.75			
C		Detention	2.35			
D		Chevron	8			

List of Boots / Shoes Routinely Ordered

	Description	Product / Style #	Discount Provided	MSRP	Unit Price
Boots for All Departments					
12401	5.11 A.T.A.C Men's 2.0 6"	5.11	20%	\$125.00	\$100.00
12391	5.11 A.T.A.C Men's 2.0 8" Side Zip Boot	5.11	20%	\$135.00	\$108.00
12392	5.11 A.T.A.C Men's 2.0 8" Storm Boot	5.11	20%	\$170.00	\$136.00
12405	5.11 A.T.A.C Women's 2.0 6"	5.11	20%	\$125.00	\$100.00
12403	5.11 A.T.A.C Women's 2.08" Side Zip Boot	5.11	20%	\$135.00	\$108.00
12406	5.11 A.T.A.C Women's 2.0 8" Storm Boot	5.11	20%	\$170.00	\$136.00
E03140	Bates Men's 8" Durashock Lace-To-Toe Side Zip Boot	Bates	20%	\$184.95	\$147.96
E03862	Bates Men's GX X2 Mild Dryguard Boot	Bates	20%	\$179.95	\$143.96
E03882	Bates Men's GX X2 Tall Side Zip Dryguard Boot	Bates	20%	\$199.95	\$159.96
E08880	Bates Men's OpSpeed Tall Boot	Bates	20%	\$109.95	\$87.96
E08888	Bates Men's OpSpeed Tall Side Zip Boot	Bates	20%	\$114.95	\$91.96
E03182	Bates Men's Sport 2 Tall Side Zip Dryguard Boot	Bates	20%	\$149.95	\$119.96
E03160	Bates Men's Tactical Sport 3 Mid	Bates	20%	\$124.95	\$99.96
E03180	Bates Men's Tactical Sport 2 Side Zip Boot	Bates	20%	\$129.95	\$103.96
E03962	Bates Women's GX X2 Mid Dryguard Boot	Bates	20%	\$179.95	\$143.96
E03982	Bates Women's GX X2 Tall Side Zip Dryguard Boot	Bates	20%	\$199.95	\$159.96
E03560	Bates Women's Tactical Sport 2 Mid Boot	Bates	20%	\$124.95	\$99.96
E03580	Bates Women's Tactical Sport 2 Tall Side Zip Boot	Bates	20%	\$129.95	\$103.96
770	Belleville Men's Insulated Waterproof Combat/Flight	Belleville	20%	\$294.00	\$235.20
TR960Z	Belleville Men's Khyber Lightweight Side Zipper Boots	Belleville	20%	\$172.00	\$137.60
TR960ZWP	Belleville Men's Khyber Waterproof Side-Zip Boots	Belleville	20%	\$192.00	\$153.60
23822	Danner Men's Lookout	Danner	20%	\$212.00	\$169.60
23824	Danner Men's Lookout Side-Zip	Danner	20%	\$224.00	\$179.20
25732	Danner Men's Scorch Side-Zip	Danner	20%	\$188.00	\$150.40
2168	Rocky men's Alpha Force Oxford Shoe	Rocky	20%	\$148.00	\$118.40
2173	Rocky Men's Alpha Force Zipper Waterproof Duty Boot	Rocky	20%	\$178.00	\$142.40
RKD0106	Rocky Men's Cioide Blue 6" Public Service Boot	Rocky	20%	\$176.00	\$140.80
RKD0084	Rocky Men's Code Blue 8" Public Service Boot	Rocky	20%	\$172.00	\$137.60
2080	Rocky Men's Portland Lace-To-Toe Waterproof Duty Boot	Rocky	20%	\$230.00	\$184.00
RKD0058	Rocky Women's Code Blue Sport Public Service Boot	Rocky	20%	\$148.00	\$118.40
5101	Rocky Women's TMC Postal-Approved Duty Oxford	Rocky	20%	\$184.00	\$147.20
834-6888	Thorogood Men's Gen-Flex2 Series 8 Side Zip Jump Boot	Thorogood	20%	\$166.00	\$132.80
3028313	Under Armour Men's Stellar Zip	Under Armour	20%	\$120.00	\$96.00
3028314	Under Armour Men's Stellar Zip Waterproof	Under Armour	20%	\$130.00	\$104.00
3027679	Under Armour Men's Valsetz Waterproof Zip	Under Armour	20%	\$170.00	\$136.00
3027383	Under Armour Men's Valsetz Zip	Under Armour	20%	\$155.00	\$124.00
3028724	Under Armour Women's Stellar	Under Armour	20%	\$110.00	\$88.00
3027386	Under Armour Women's Valsetz Tactical	Under Armour	20%	\$145.00	\$116.00
12471	5.11 A/T trainer 2.0	5.11	20%	\$140.00	\$112.00
50124	Danner Tachyon 8" Polishable	Danner	20%	\$196.00	\$156.80
834-6386	Thorogood Crosstrex Polishable Oxford	Thorogood	20%	\$132.00	\$105.60
E03162	Bates tactical Sport 2 5" Boot Waterproof DRYGuard	Bates	20%	\$144.95	\$115.96
J003907	Merrell Work and Tactical Waterproof Leather Side-Zip	Merrell Work and Tactical	20%	\$190.00	\$152.00
J003911	Merrell Work and Tactical Waterproof Leather Side-zip	Merrell Work and Tactical	20%	\$175.00	\$140.00
J005043	Merrell Work and Tactical Nova 3 Tactical	Merrell Work and Tactical	20%	\$140.00	\$112.00
J1S-Magnet	Blackinton	Blackinton	20%	\$30.60	\$24.48

PROCUREMENT - AGENDA ITEM SUMMARY

COUNCIL MEETING DATE: July 7, 2026

ITEM TITLE:

Procurement #: ITB 25-07 Title: Tires for Heavy Equipment Department(s): Rock Quarry & Vehicle Maintenance

Amount: Estimated \$200,573.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2026-2027 budget process. Finance Approval: _____

Budget: Project Cost: **(Based on Estimated Quantities)** Balance: \$0.00

This request will be funded by the Rock Quarry Maintenance on Equipment account (017-719-30024-00000) and the Vehicle Maintenance Inventory account (010-001-00040-71725).

BACKGROUND DESCRIPTION:

The Rock Quarry & Vehicle Maintenance purchase tires and have existing tires repaired for numerous pieces of heavy equipment, as needed, throughout the year. Bid totals were calculated using estimated quantities of the tires that may be required. Actual quantities ordered will vary depending upon the County's needs. The term of this contract is for one year with the option to renew for four additional one-year periods.

On April 28, 2026 formal sealed bids were opened for tires for heavy equipment. Four companies were originally notified of this bid opportunity. Three companies submitted bids, with Interstate Tire Service, LLC, of Pelzer, SC, submitting the lowest, responsive bid of \$200,573.20.

SPECIAL CONSIDERATIONS OR CONCERNS:

Vendor must provide and maintain Mine Safety Health Association certification for every employee who will supply service(s) on mine property throughout the duration of ITB #25-07.

ATTACHMENT(S):

1. Bid Tab

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the award of Bid #25-07 to Interstate Tire Service, LLC, located in Pelzer, in the estimated amount of \$200,573.20,
2. Authorize the County Administrator to renew the bid for up to four one-year periods, provided their work is satisfactory and the amounts do not exceed amounts budgeted for Heavy Equipment Tires.

Submitted or Prepared By: _____ **Approved for Submittal to Council:** _____
Tronda C. Popham, Procurement Director **Stewart O. Jones, County Administrator**

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

Bidders					Interstate Tire Co.			McCarthy Tire			McCarthy Tire - Alternate			Southern Tire Mart, LLC		
Address					Pelzer, SC			Spartanburg, SC			Spartanburg, SC			Columbia, MS		
Approx Qty	Size	Ply	Tread		Unit Price	Extended Price	Brand / MFG #	Unit Price	Extended Price	Brand / MFG #	Unit Price	Extended Price	Brand / MFG #	Unit Price	Extended Price	Brand / MFG #
2	1400R24	14	G-2	New	\$400.00	\$800.00	Michelin / XTLA	\$1,358.50	\$2,717.00	Bridgestone VUT	\$1,043.28	\$2,086.56	Maxam MS203	\$952.00	\$1,904.00	Maxam / MS203
2	1800R25	22	L-3 or E-3	New	\$775.00	\$1,550.00	Goodyear RL-4B	\$5,782.50	\$11,565.00	Bridgestone VMTS	\$5,782.50	\$11,565.00	Bridgestone VMTS	\$2,650.00	\$5,300.00	Galaxy - ATG Super Grip (yokohama)
4	1800R25	22	L-3 or E-3	Recap	\$650.00	\$2,600.00	Bridgestone / Continuum	\$2,250.00	\$9,000.00		\$2,250.00	\$9,000.00		\$2,675.00	\$10,700.00	Community
8	1800R33	32	E-4	New	\$3,003.00	\$24,024.00	Maxam	\$5,673.75	\$45,390.00	Yokohama RB42	\$3,805.57	\$30,444.56	Maxam MS401	\$3,425.00	\$27,400.00	Maxam / MS402
8	1800R33	32	E-4	Recap	\$2,450.00	\$19,600.00	Bridgestone / Continuum	\$3,205.71	\$25,645.68		\$3,205.71	\$25,645.68		\$2,875.00	\$23,000.00	Community
4	23.1 x 26	8	R-1	New	\$825.00	\$3,300.00	Goodyear	\$1,963.45	\$7,853.80	Firestone SuprTrc	\$1,963.45	\$7,853.80	Firestone SuprTrc	\$1,744.22	\$6,976.88	Firestone / SAT R1
2	23.1 x 26	8	Diamond	New	\$709.00	\$1,418.00	Goodyear	\$1,357.25	\$2,714.50	Firestone All NS	\$1,301.31	\$2,602.62	Maxam MS938	\$1,531.14	\$3,062.28	Firestone / R3 Diamond
4	26.5R25	26	L-3	New	\$2,650.00	\$10,600.00	Maxam	\$2,789.08	\$11,156.32	Firestone MultiBlock	\$2,676.36	\$10,705.44	Maxam MS330	\$2,995.00	\$11,980.00	Maxam / MS301
4	26.5R25	26	L-3	Recap	\$2,100.00	\$8,400.00	Bridgestone / Continuum	\$2,474.29	\$9,897.16		\$2,474.29	\$9,897.16		\$2,750.00	\$11,000.00	Community
4	29.5 x 25	28	L-4	New	\$4,675.00	\$18,700.00	Maxam	\$7,643.75	\$30,575.00	Yokohama Y545	\$6,442.63	\$25,770.52	Maxam MS405	\$6,125.00	\$24,500.00	Yokohama
4	29.5 x 25	28	L-4	Recap	\$3,950.00	\$15,800.00	Bridgestone / Continuum	\$4,422.86	\$17,691.44		\$4,422.86	\$17,691.44		\$4,950.00	\$19,800.00	Community
4	35/65R33	28	L-5	New	\$7,537.00	\$30,148.00	Maxam	\$14,396.36	\$57,585.44	Bridgestone VSDL	\$10,607.08	\$42,428.32	Maxam MS501	\$8,650.00	\$34,600.00	Did not provide
4	65 x 35 x 33	42	L-5	New	\$5,900.00	\$23,600.00	Maxam	\$13,506.25	\$54,025.00	Yokohama Y524	\$13,506.25	\$54,025.00	Yokohama Y524	\$11,050.00	\$44,200.00	Did not provide
4	65 x 35 x33	42	L-5	Recap	\$6,650.00	\$26,600.00	Bridgestone / Continuum	\$8,412.86	\$33,651.44		\$8,412.86	\$33,651.44		\$7,225.00	\$28,900.00	Did not provide
2	20.5x25	26	L-4	New	\$570.00	\$1,140.00	Yokohama	\$3,897.50	\$7,795.00	Yokohama Y524	\$1,441.95	\$2,883.90	Maxam MS913	\$1,500.00	\$3,000.00	Did not provide
2	20.5x25	26	L-4	Recap	\$470.00	\$940.00	Bridgestone / Continuum	\$2,245.71	\$4,491.42		\$2,245.71	\$4,491.42		\$2,425.00	\$4,850.00	Did not provide
Subtotal						\$189,220.00			\$331,754.20			\$290,742.86			\$261,173.16	
Sales Tax						\$11,353.20			\$19,905.25			\$17,444.57			\$15,670.39	
GRAND TOTAL						\$200,573.20			\$351,659.45			\$308,187.43			\$276,843.55	
											Indicates Alternate Brand/Pricing					
	Road Service Call during business hrs (lump sum price per call)					\$95.00			\$400.00			\$400.00			\$275.00	
	Road Service Call other than regular hrs (lump sum price per call)					\$135.00			\$675.00			\$675.00			\$325.00	
	Repairs															
	Large Section: Repair 9x10 20 Inch repair					\$100.00 - \$1225.00			\$726.70 - \$1707.70			\$726.70 - \$1707.70			\$183.00 - \$1600.00	
	Spot Repair: 2 to 6 inch circle repair					\$25.00 - \$350.00			\$146.15 - \$423.08			\$146.15 - \$423.08			\$94.00 - \$645.00	
	Reinforcement: Internal Repair (hole all the way through)					\$50.00 - \$450.00			\$333.85 - \$840.00			\$333.85 - \$840.00			\$150.00 - \$1,262.00	
	Tire Life: Compound to keep tires from dry rotting and save tire bead and rust inhibitor					\$35/ Gallon			\$25 / Gallon			\$25 / Gallon			\$24.95 / Gallon	
	Other:					None Listed			\$35/ea Orings \$12/ea valve caps \$12/ea valve cores \$25-60 Valve Stem			\$35/ea Orings \$12/ea valve caps \$12/ea valve cores \$25-60 Valve Stem			\$35-\$150 Disposal Fees \$34 Valve Stems \$25 Orings	
	Provide list of loaner tire sized that are available (can be submitted on separate page)					All			20.5R25, 26.5R25, 29.5R25			20.5R25, 26.5R25, 29.5R25			1800R33, 35x65x33, 29.5R.25 (If other sizes are needed and are in inventory, then we will provide them.)	
	Charge for loaner tire (if applicable) (including mount & dismount)					No Cost			\$350.00			\$350.00			No charge for loaner tire, County will pay mount and dismount charge	
	Charge for dismount & mount					\$95.00			\$200.00/ea			\$200.00/ea			\$50.00 - \$150.00	

Bidders		Interstate Tire Co.	McCarthy Tire	McCarthy Tire - Alternate	Southern Tire Mart, LLC
Address		Pelzer, SC	Spartanburg, SC		Gainsville, GA
Warranty					
	New	3 yr. manufacture warranty	Manufacture Warranty	Manufacture Warranty	Manufacturer Warranty
	Recap	First 50% of tread wear - no charge for replacement tire	4 year workmanship & Materials up to 25% of tread wear	4 year workmanship & Materials up to 25% of tread wear	1 year - Prorated
	Spot Repairs	1 yr. after installation	6 Months after installation	6 Months after installation	Warrantied by workmanship up to a yr.
	Large Section Repairs	1 yr. after installation	6 Months after installation	6 Months after installation	Warrantied by workmanship up to a yr.
	Reinforcements	1 yr. after installation	6 Months after installation	6 Months after installation	Warrantied by workmanship up to a yr.
MSHA					
	Number of MSHA Certified Employees	2	4 Local	4 Local	12 Local - 100+ Company Wide
	MSHA ID#	A3507	E-13	E-13	DR1
	All vehicles that will be on Oconee County Property meet all MSHA standards	Yes	Yes	Yes	Yes
	DELIVERY TIME ARO	24 Hours	6 hours	6 hours	2-3 days in Stock, 5-7 days in Warehouse

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 7, 2026

ITEM TITLE:

Title: 2026 BBA BA150E D285 and BA80H D290 Pumps

Department: Rock Quarry

Amount: \$134,737.99

FINANCIAL IMPACT:

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

Finance Approval: _____

Budget: **\$219,538.60**

Project Cost: **\$134,737.99**

Balance: **\$84,800.61**

Funding for this purchase will come from the Rock Quarry Capital Equipment account (017-719-50840-00000). These FY 2025–2026 funds will roll over into FY 2026–2027.

BACKGROUND DESCRIPTION:

This purchase is for a new tertiary and quaternary pump at the quarry.

The primary purpose of the tertiary pump is to fill two county water trucks and supply water to a 15,000-gallon storage tank used for dust suppression at the crushing plant. This pump will reduce fill time from 22 minutes per truck to 6 minutes per truck. The new tertiary pump will serve dual functions: approximately 60% of the time it will be used to fill the two water trucks, and 40% of the time it will pump water into the 15,000-gallon holding tank to support dust suppression operations at the crushing plant.

The primary purpose of the quaternary pump is to pressurize the spray nozzles providing dust suppression at the crushing plant and complete the dewatering process of the pit to the new detention and retention pond. The new quaternary pump will pump directly from the 15,000-gallon holding tank, pressurizing the spray nozzles for the crushing plant. The excess water from the crushing plant will then pass to the new detention and retention ponds for the new crushing plant LZ.

As the pit expands, the quarry's water system is being completely redesigned, requiring new pumps to support the updated infrastructure. Currently, water trucks are filled using water from the pit sump pump. With the addition of the new tertiary pump, water trucks will instead be filled from the secondary detention pond.

After evaluating pump options that meet the department's requirements, staff determined that the BA150E D285 Diesel Pump (tertiary) and the BA80H D290 (Quaternary) is the most suitable choice. The pumps come with a 4-year, 2,000-hour warranty.

SPECIAL CONSIDERATIONS OR CONCERNS:

BBA Pumps, Inc. holds the North Carolina Sheriffs' Association contract (26-10-0422) for the BA150E D285 Diesel Driven Dewatering Pump and the Florida Sheriff's Association contract (FSA23-EQU21.0) for the BA80H D290 pump. The North Carolina Sheriff's Association & Florida Sheriff's Association contracts allows all County and City Government Agencies to purchase, from this contract, directly from the awarded vendors.

ATTACHMENT(S):

1. BBA Pumps, Inc. Quote for BA150E D285 Pump with Specifications
2. NC Sheriff's Association Contract Information
3. BBA Pumps, Inc. Quote for BA80H D290 Pump with Specifications
4. Florida Sheriff's Association Contract Information
5. BBA Warranty Information

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

STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve the purchase of the 2026 BA150E D285 Diesel Pump and BA80H D290 from BBA Pumps of North Charleston, SC in the amount of \$134,737.99.

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

Approved for Submittal to Council: _____
Stewart Jones, County Administrator

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7222 Cross Park Drive, North Charleston, SC 29418 | United States | 00+1 843.849.3676
www.bbapumpsusa.com

Oconee County Rock Quarry
686 Rock Crusher Road
Walhalla, SC, 29691

Date: June 10, 2026

Phone: 864.280.1823

Attention: Billy Buchanan

Email: bbuchanan@oconeesc.com

Dear Billy,

Thank you for your interest in BBA Pumps, the leading manufacturer of portable diesel driven pumps. As requested, please find the attached quote. After reviewing this quote, if you should have any questions, please do not hesitate to contact us. We are happy to provide demonstrations and references of our products and services upon request.

BBA Pumps North America proudly provides portable pumping solutions in the United States, Canada, and Mexico. Our pumps and piping systems are designed, engineered, and constructed by our parent company BBA Pumps BV, located in The Netherlands. Whether you are installing wellpoints, setting up a sewer bypass, assisting with flood control, or providing general dewatering, BBA Pumps can support all of your portable pumping needs from the pump, piping, couplers, and wellpoint systems.

NCSA Contract# 26-10-0422R Item: 1722				
Article	Description	Unit Cost	Quantity	Total
US-BA150E-SA-HA-07	BA150E D285 (sound attenuated, skid mounted, diesel driven Hatz 4H50TIC DriveOn)	\$ 64,056.98	1	\$ 64,056.98
5080884 - 6" Standard	Suction 30° flange 6"	\$0.00	1	\$ -
5080873 - 6" Standard	Discharge 30° flange 6"	\$0.00	1	\$ -
M10-23RGT	DOT Approved Trailer for Pump	\$6,780.00	1	\$ 6,780.00
3612486 - 6"	Flange x Female (8 bolt) 6"	\$171.00	1	\$ 171.00
3612476 - 6"	Flange x Male (8 bolt) 6"	\$251.00	1	\$ 251.00
3401927SP - 6"	Gaskets required for 6" pump *Two gaskets are required per pump	\$0.00	2	\$ -
			0	\$ -
				\$ 71,258.98

Sincerely,

Matt Hickey
BBA Pumps North America
843.849.3676 office
843.826.5563
mhickey@bbapumps.com
www.bbapumps.com

Terms & Conditions:

- Plus, applicable shipping from North Charleston, South Carolina. A hard shipping number can be provided upon request.
- Price does not include any applicable duties or sales tax, use tax, and excise tax, value-added or other similar taxes that may apply to this project. We shall not be held liable for liquidated, incidental, consequential or any other kind of damages.
- Price quote is firm for receipt of an order within 10 days of this quotation.
- Payment terms are net 30 days.
- Price is reflected in US Dollars.
- Without BBA Pumps' written consent, neither modification nor cancellation of an Order, nor deferred delivery of products, completed or in production, is permitted by Buyer or Buyer's agents or representatives. Modification, cancellation or suspension of an Order after acceptance by BBA Pumps may be made only upon written acceptance of BBA Pumps and on terms which will compensate BBA Pumps for loss (including loss of profits) due to the cancellation and shall include payment for work already completed and/or materials already used or purchased. Modification, partial cancellation or suspension may subject an entire Order to price revision, in BBA Pumps' discretion.
- Notwithstanding anything contained herein to the contrary, BBA Pumps may reject in writing any Order submitted by Buyer for any reason, including if BBA Pumps, in its sole discretion determines that it cannot meet the quantity of purchased Products to be delivered or the requested shipment date specified in such Order.

Quotation No.: MH06102026



Pump specifications:

Type.....	BA150E D285
Max. flow	2200 US gpm (500 m ³ /hour)
Max. pressure	125 ft. / 54 psi (38 mwc)
Solids handling	3.15" (80 mm)
Impeller type	Open impeller
Priming system	BBA MP50
Engine	Hatz 4H50TIC DriveOn®
Emission standard	Tier 4 final
Canopy	M10-23X
Connections.....	6" (DN150)
Sound level L _{PA}	66 dB(A) at 33 ft.
Dry weight.....	3630 lbs. (1650 kg)

FEATURES

BA auto prime pump

The BA range of pumps has been designed with a clear focus on reliability, efficiency and durability. Featuring a fully automatic priming system, the BA series pumps quickly prime and re-prime, even from dry conditions. The heavy build style of both pump and canopy make the BA range perfect for use in the demanding construction market.

World-class performance

The BA range is built to be deployed on the most demanding applications. Using high efficiency pumps and state-of-the-art diesel engines, the pumps offer maximum performance at minimal cost, fully in-sync with the company philosophy of "Lowest cost of ownership".

Sustainability

- High efficiency pumps minimising fuel consumption
- Corrosion free hot dip galvanized canopy
- Corrosion free composite door panels
- 100% Oil-spill free priming system
- Fully self-contained unit featuring a double wall fuel containment tank and fluid containment system eliminating fuel/oil spills at all times

Complete package designed & built by BBA Pumps

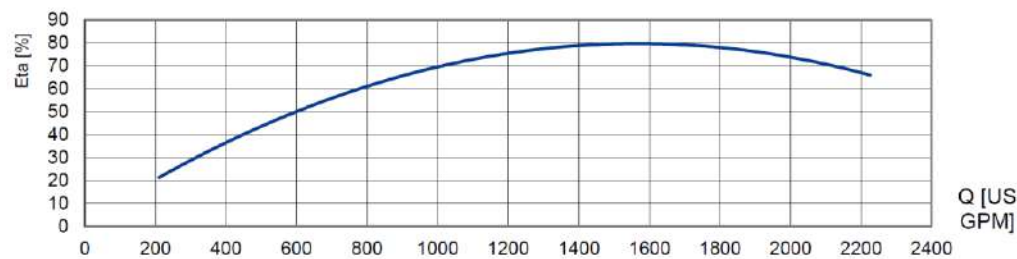
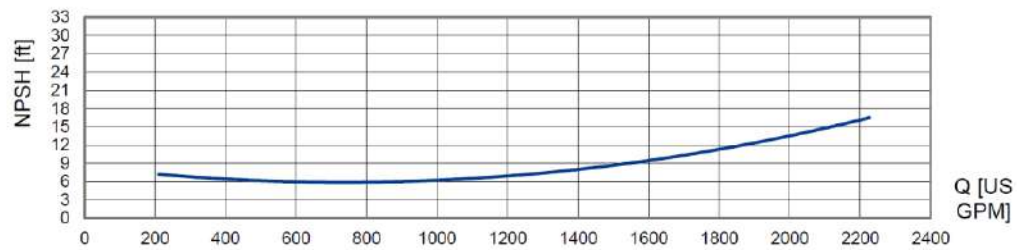
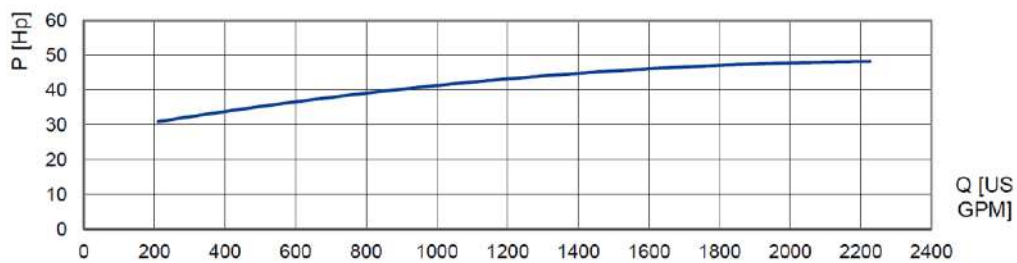
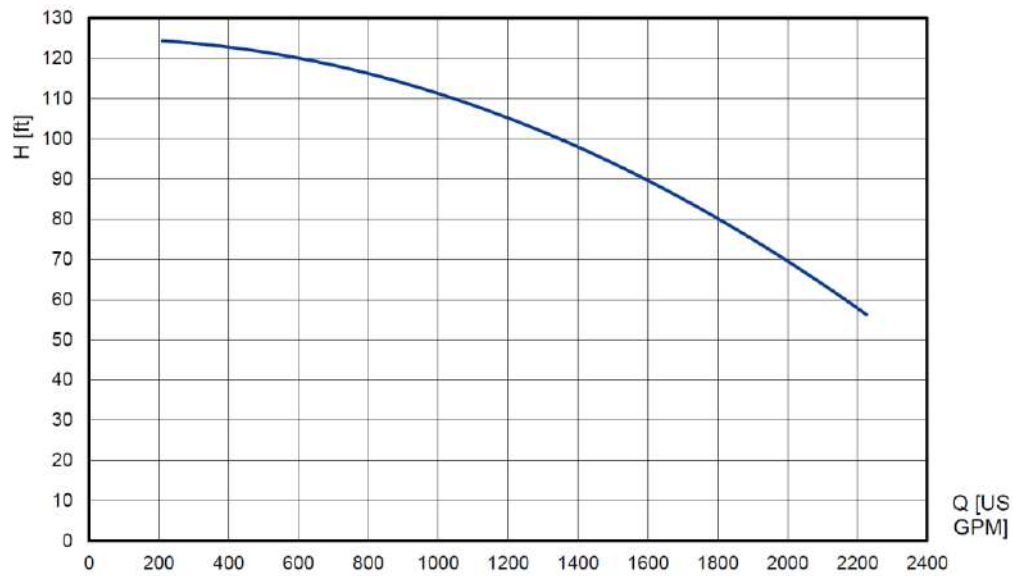
- Complete in-house design & production
- Over 70 years of experience in the market
- Extensive testing facility in-house
- Contemporary & functional design
- Durable & eco-friendly materials
- Custom builds available

After sales service & product support

- Single supplier for parts, spares & accessories
- Dedicated customer help-desk (24h service)
- Dedicated service department in-house
- Global parts distribution network
- Optional global on-site servicing
- Extensive training options available (technical & commercial), on-site or in-house

PERFORMANCE CURVES (1900 RPM)

Continuous duty according ISO 9906



STANDARD TECHNICAL SPECIFICATIONS

BBA auto prime pump

Pump type.....	BA150E D285
Max. flow.....	2200 US gpm (500 m³/hour)
Max. head.....	125 feet / 54 psi (38 mwc)
Impeller type	Open impeller
Solids handling	3.15 inch (80 mm)
Pump casing	Cast iron GG25
Impeller	Chrome Moly 42CrMo4
Self-cleaning wear plate	Chrome Moly 42CrMo4 (cutter slots)
Pump shaft.....	42CrMo4 heat treated
Shaft seal.....	Mechanical seal
Seal faces	Tung/Sic
Seal rubbers	Viton



BBA priming system

Pump type.....	BBA MP50 Diaphragm pump
Air handling capacity	30 CFM (50 m³/h)
Max. vacuum	29 inHg (8.5 m)
Drive	Toothed belt (continuous drive)
Float box	Aluminium
Non return valve	Cast iron GG25
Check valve disc.....	Buna-N



Engine

Engine brand	Hatz
Engine type.....	4H50TIC DriveOn®
Oil change interval	1500 running hours
Max. power output	75 Hp (55.4 kW)
Variable engine speed	1300 - 1900 RPM
Fuel consumption	220 g/kWh
Displacement.....	1,952 cm³
Number of cylinders.....	4
Aftertreatment.....	EGR, DOC
Exhaust emission US	Tier 4 Final

BBA control panel LC40

- Auto start/stop system
- Two float switches included (10m cable)
- Key switch
- Rpm. control with push buttons
- Warning lights
- 4.3" LCD display



Fuel system

- PE fuel tank 80 US gallon (300 L.) net
- Fuel tank cap Ø 4" (100 mm)
- Electronic fuel injection system

Electrical system & safety features

- Nominal voltage 12 Volt
- Premium quality battery
- Low oil pressure shut down

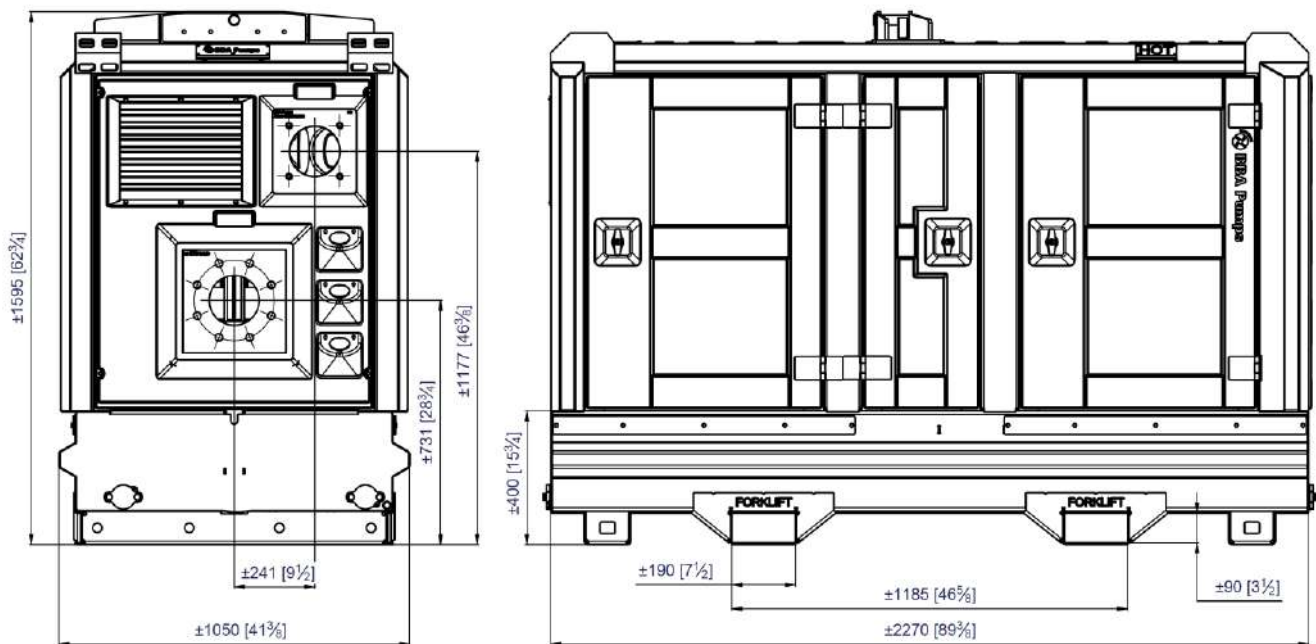
CANOPY M10-23X

BBA sound attenuating canopy

Canopy type.....	M10-23X
Dimensions L x W x H	89.4 x 41.3 x 62.8 inch
Dimensions L x W x H	2270 x 1050 x 1595 mm
Basic frame.....	Hot dip galvanized
Doors	6 lockable composite doors
Fuel tank	PE net 80 US gallon (300 ltr)
Fuel tank autonomy	30 hours (at 1900 rpm BEP)
Fuel tank cap	4 inch (100mm)
Forklift pockets.....	Fitted with 2 forklift pockets
Lifting point	Fitted with single lifting point
Stackable	Canopy is stackable
Exhaust system	Fully integrated in canopy
Additional	Fitted with oil-water separator and battery isolator switch
Connections.....	Please consult "auxiliary items" in overleaf
Sound power level (L _{WA})	95 dB(A) according ISO 3744:2010
Documentation box.....	BBA user manual and warranty book

BBA E-lift® system

The M10-23X canopy has been fitted with the BBA E-lift® system. By removing the roof panel, the pump and diesel engine as a whole can be removed from the canopy effortlessly allowing easy preventative maintenance on the pump and diesel engine. In addition, as the canopy is not fitted with padding or insulation materials, it can be cleaned quickly using a pressure washer.



Actual dimensions (in mm & inches) may vary depending on selected quick couplings.



Open impeller
Corrosion and abrasion
resistant Chrome Moly
(42CrM04) alloy.

DriveOn®

DriveOn® technology

- Service interval 1500 hours
- 66% less often maintenance
- Saving on engine oil & filters
- Ergonomic design



Large inspection covers
Easy access to float box,
impeller and non-return
valve.



Safety

Extremely durable and
lockable T-locks offering
perfect grip.



4 Year limited warranty
The BBA limited warranty
covers years or operating
hours whichever occurs first.
For more details please
consult the BBA warranty
book.



User Manual

Extensive user manual with
important information
concerning the pump unit,
pump installation and safety
warnings. Available in several
languages.

AUXILIARY ITEMS

Discharge connections

Art.nr.		Ø inch	Ø mm	Connection	
5080873	30°	6	150	ANSI/DIN Flange	
5080899	30°	8	200	ANSI Flange	
5080876	30° female (cup)	6	150	system B	
5080881	30° male (ball/lever)	6	150	system B	
5080813	30° female (cup)	8	200	system B	
5080809	30° male (ball/lever)	8	200	system B	

Suction connections

Art.nr.		Ø inch	Ø mm	Connection	
5080884	30°	6	150	ANSI/DIN Flange	
5080897	0°	8	200	ANSI Flange	
5080889	30° female (cup)	6	150	system B	
5080890	30° male (ball/lever)	6	150	system B	
5080914	0° female (cup)	8	200	system B	
5080911	0° male (ball/lever)	8	200	system B	

Suction hose with strainer L=6 metre

Art.nr.	Ø inch	Ø mm	connection	
7047055	6	150	ANSI/DIN Flange	
7047058	8	200	Flange K295	
7047008	6	150	System B male (ball/lever)	
7047038	6	150	System C female (cup/lever)	

Recommended suction pipe diameter (maximum velocity = 4 m/sec)

US gallons	M3/H	FLOW (L/sec)	4" 100	5" 125	6" 150	8" 200	10" 250	12" 300
1110	252	70	8.91	5.70	3.96	2.23	1.43	0.99
1268	288	80	10.19	6.52	4.53	2.55	1.63	1.13
1427	324	90	11.46	7.33	5.09	2.86	1.83	1.27
1585	360	100	12.73	8.15	5.66	3.18	2.04	1.41
1775	403	112	14.26	9.13	6.34	3.57	2.28	1.58
1902	432	120	15.28	9.78	6.79	3.82	2.44	1.70
2061	468	130	16.55	10.59	7.36	4.14	2.65	1.84
2219	504	140	17.83	11.41	7.92	4.46	2.85	1.98

Pictures used are for illustration purposes only.



BBA Tandem Axle Trailer

For use with #M10-23 pumpsets



Trailer specifications:

Type	M10-23RGT
Weight (empty)	1220 lbs.
Net load capacity	5780 lbs.
Axles	Pair 3500 lbs. single torsion axles
Jacks	One front jack & pair rear jacks
Towing	Adjustable pintle hitch
Brakes	Electric brakes
Lighting	DOT approved LED lights
Tie down brackets	Front & rear
Fender steps	Composite
Frame	Hot dip galvanized

FEATURES

BBA Pumps Trailers

All trailers are built using the highest-quality of materials and have been designed to specifically accommodate BBA pump units featuring the #M10-23 canopies.

Pricing

- Trailer sold in combination with pumpsets only
- Mounting the pump to the trailer is included
- Excludes local, State & Federal licensing & registration, and or, any special request

Features & Benefits

- Sits lower to the ground for pumping purposes
- Independent wheel suspension
- Axels are corrosion resistant (galvanized)
- Frame hot dip galvanized
- LED lights on the rear & sides
- Trailer fender steps
- Maintenance free design – keep fittings greased

BBA Pumps Designed and Built

- Complete in-house design & build
- 60+ years in the manufacturing market
- Contemporary & functional design
- Built with safety & durability in mind
- Custom builds available upon request

Portable Pumping Solutions

All of our pump trailers are specifically designed for BBA Pumps, which can be towed by most full-size pickup trucks. The BBA Pumps trailer allows contractors and rental companies the ability to safely transport our pumps from jobsite-to-jobsite.

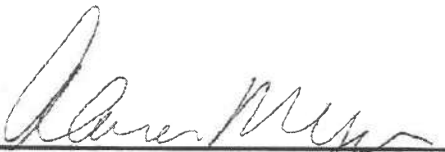




**North Carolina Sheriffs' Association
Heavy Equipment Procurement Program
2026-2027 Rollover Agreement
Bid 26-10-0422R**

The North Carolina Sheriffs' Association (NCSA) has implemented Section 1.3 *Term of Contract* of the Association's Terms and Conditions. Upon mutual agreement, we are pleased to announce the NCSA has extended your contract for one additional year. NCSA Heavy Equipment Bid 26-10-0422R will be effective May 18, 2026, through May 17, 2027.

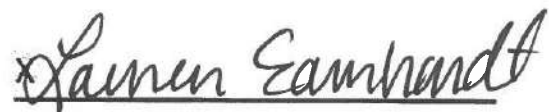
By the award of this contract based on your company's bid for Solicitation Number 26-10-0422R, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.

X 
Signature of Authorized Representative

X Aiana Myers
Printed Name of Authorized Representative

X BBA Pumps Inc
Contractor/Vendor Name (Please Print)

X 02/02/2026
Date

X 
Signature of NCSA Contract Administrator

X Lauren Eamhardt
Printed Name of NCSA Contract Administrator

X 05/18/26
Date

North Carolina Sheriffs' Association Contract Award Agreement

Heavy Equipment Procurement Program Bid 26-10-0422

We are pleased to announce the North Carolina Sheriffs' Association has successfully completed its statewide competitive award for heavy equipment. All local government units are eligible to utilize this competitively bid contract while keeping with their local governing purchasing ordinances. Bid 26-10-0422 will be effective May 18, 2025 through May 17, 2026.

Congratulations, your company has been included on the Association's price sheet contract controlled by the North Carolina Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract based on your company's bid for Solicitation Number 26-10-0422, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.



Signature of Authorized Representative

MICHAEL BEST

Printed Name of Authorized Representative

BBA PUMPS INC

Contractor/Vendor Name (Please Print)

5/21/2025

Date



Signature of NCSA Contract Administrator

Jason D. Bennett

Printed Name of NCSA Contract Administrator

May 18, 2025

Date

Bid Award**Contract:** 26-10-0422R, Heavy Equipment**Group:** Pumps**Item:** 1722, BBA Pumps, Centrifugal Auto Prime Pump, SA Skid, 6", BA150E D285

Description: Manufacturer's standard base unit specifications and current model year for the model/model number listed. The required minimum 6% discount off MSRP is to be included in the listed base price field. Freight is also included in the listed base price field unless otherwise specified on the vendor's option sheet.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Vendor	Price	Build File	Options File
Nationwide	BBA Pumps, Inc.	\$64,056.98	Build	Options



7222 Cross Park Drive, North Charleston, SC 29418 | United States | 00+1 843.849.3676
www.bbapumpsusa.com

NCSA Heavy Equipment Cooperative Purchasing Program

Bid 26-10-0422 &
26-10-0422R

BA150E D285 Upgrade/Downgrade List:

Upgrade/ Downgrade	Ordering Number	Description	Discounted price added or deducted
Downgrade	BA150E D285 Open	Open canopy – NON sound attenuated skid	\$13,523.00
Upgrade	M10-23RGT	Mounted to a DOT approved, tandem axle trailer	\$6,780.00
Upgrade	M10-23 UTI	Mounted to a DOT approved, tandem axle trailer with electric jack and tool box	\$10,610.00
Upgrade	BA150E D285 UTI	Canopy to include hose racks and larger 150-gal stainless steel fuel tank	\$15,055.00

HDPE 6" x 20' SDR 17 Suction and Discharge Pipe with Type-B Couplings (MSRP) \$494.00

Rubber Suction and Delivery Hose with Type-B Couplings 6" x 10' (MSRP) \$465.00

Sewage Strainer **6"** with Quick Couplings (MSRP) \$319.00

Portable Non-Return Valve **6"** (MSRP) **\$1,486.00**



7222 Cross Park Drive, North Charleston, SC 29418 | United States | 00+1 843.849.3676

www.bbapumpsusa.com

For more information, please contact: Matt
Hickey
843-826-5563 mhickey@bbapumps.com



7222 Cross Park Drive, North Charleston, SC 29418 | United States | 00+1 843.849.3676
www.bbapumpsusa.com

Oconee County Rock Quarry
686 Rock Crusher Road
Walhalla, SC, 29691

Date: April 9, 2026

Phone: 864.280.1823

Attention: Billy Buchanan

Email: bbuchanan@oconeesc.com

Dear Billy,

Thank you for your interest in BBA Pumps, the leading manufacturer of portable diesel driven pumps. As requested, please find the attached quote. After reviewing this quote, if you should have any questions, please do not hesitate to contact us. We are happy to provide demonstrations and references of our products and services upon request.

BBA Pumps North America proudly provides portable pumping solutions in the United States, Canada, and Mexico. Our pumps and piping systems are designed, engineered, and constructed by our parent company BBA Pumps BV, located in The Netherlands. Whether you are installing wellpoints, setting up a sewer bypass, assisting with flood control, or providing general dewatering, BBA Pumps can support all of your portable pumping needs from the pump, piping, couplers, and wellpoint systems.

FSA23-EQU21.0, Heavy Equipment, Group: PUMP, Item: 310				
Article	Description	Unit Cost	Quantity	Total
US-BA80H-SA-HA-04	BA80H D290 (sound attenuated, skid mounted, diesel driven Hatz 4H50TIC, includes remote)	\$66,820.01	1	\$ 66,820.01
5080889 - 6" BA80	Suction 6" 30° BA V-part	\$0.00	1	\$ -
31424 - 3" BA80	Discharge conn 30 degree NPT male thread 3 inch	\$0.00	1	\$ -
	Non scheduled option deduct	(\$3,341.00)	1	\$ (3,341.00)
				\$ 63,479.01

Sincerely,

Matt Hickey
BBA Pumps North America
843.849.3676 office
843.826.5563
mhickey@bbapumps.com
www.bbapumps.com

Terms & Conditions:

- Plus, applicable shipping from North Charleston, South Carolina. A hard shipping number can be provided upon request.
- Price does not include any applicable duties or sales tax, use tax, and excise tax, value-added or other similar taxes that may apply to this project. We shall not be held liable for liquidated, incidental, consequential or any other kind of damages.
- Price quote is firm for receipt of an order within 10 days of this quotation.
- Payment terms are net 30 days.
- Price is reflected in US Dollars.
- Without BBA Pumps' written consent, neither modification nor cancellation of an Order, nor deferred delivery of products, completed or in production, is permitted by Buyer or Buyer's agents or representatives. Modification, cancellation or suspension of an Order after acceptance by BBA Pumps may be made only upon written acceptance of BBA Pumps and on terms which will compensate BBA Pumps for loss (including loss of profits) due to the cancellation and shall include payment for work already completed and/or materials already used or purchased. Modification, partial cancellation or suspension may subject an entire Order to price revision, in BBA Pumps' discretion.
- Notwithstanding anything contained herein to the contrary, BBA Pumps may reject in writing any Order submitted by Buyer for any reason, including if BBA Pumps, in its sole discretion determines that it cannot meet the quantity of purchased Products to be delivered or the requested shipment date specified in such Order.

Quotation No.: MH04092026



Pump specifications:

Type.....	BA80H D290
Max. flow	440 US gpm (100 m ³ /hour)
Max. pressure	349 ft. / 151 PSI (105 mwc)
Connections.....	Discharge 3" – Suction 6"
Solids handling	1" (25 mm)
Impeller type	Enclosed impeller
Priming system	BBA MP50
Engine	Hatz 4H50TIC
Emission standard	Tier 4 final
Canopy	M10-23X
Sound level.....	Approx. 71 dB(A) at 33 ft.
Dry weight.....	3410 lbs. (1550 kg)

FEATURES

BA auto prime pump

The BA range of pumps has been designed with a clear focus on reliability, efficiency and durability. Featuring a fully automatic priming system, the BA series pumps quickly prime and re-prime, even from dry conditions. The heavy build style of both pump and canopy make the BA range perfect for use in the demanding construction market.

World-class performance

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Sustainability

- High efficiency pumps minimising fuel consumption
- Corrosion free hot dip galvanized canopy
- Corrosion free composite door panels
- 100% Oil-spill free priming system
- Fully self-contained unit featuring a double wall fuel containment tank and fluid containment system eliminating fuel/oil spills at all times

Complete package designed & built by BBA Pumps

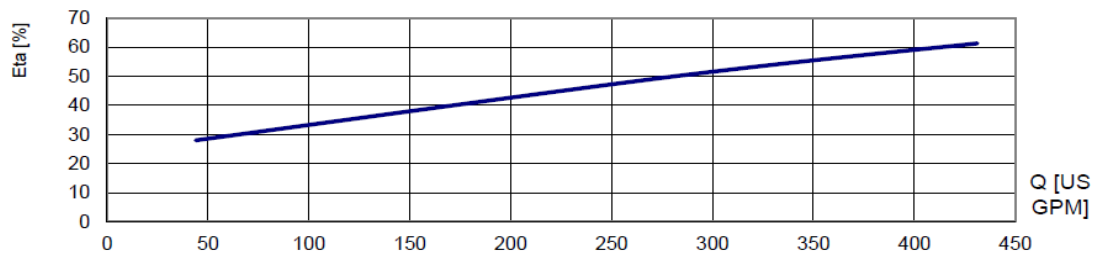
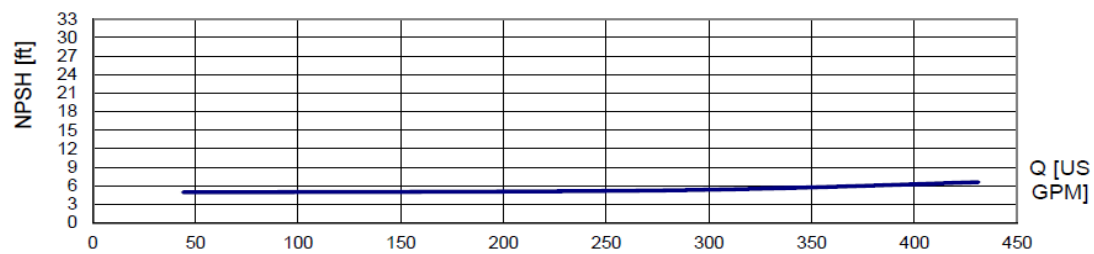
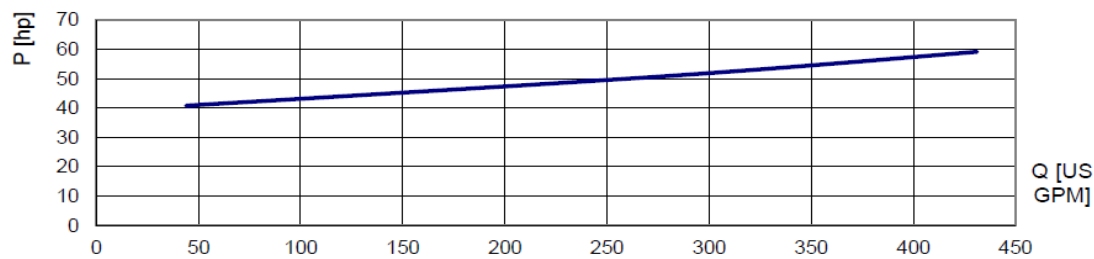
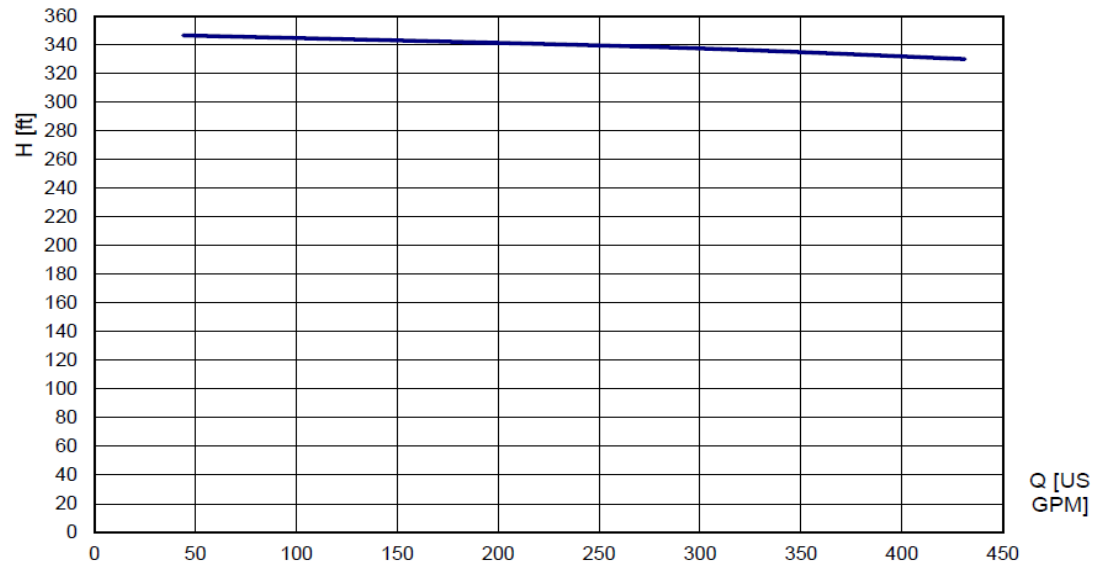
- Complete in-house design & production
- Over 70 years of experience in the market
- Extensive testing facility in-house
- Contemporary & functional design
- Durable & eco-friendly materials
- Custom builds available

After sales service & product support

- Single supplier for parts, spares & accessories
- Dedicated customer help-desk (24h service)
- Dedicated service department in-house
- Global parts distribution network
- Optional global on-site servicing
- Extensive training options available (technical & commercial), on-site or in-house

PERFORMANCE CURVES (2800 RPM)

Continuous duty according ISO 9906



STANDARD TECHNICAL SPECIFICATIONS

BBA auto prime pump

Pump type.....	BA80H D290
Max. flow.....	440 US gpm (100 m³/hour)
Max. head.....	349 feet (105 mwc)
Impeller type.....	Enclosed impeller
Solids handling.....	1 inch (25 mm)
Pump casing.....	Cast iron GG25
Impeller.....	Stainless steel 316
Wear ring.....	Cast iron GG20
Pump shaft.....	42CrMo4
Shaft seal.....	Mechanical seal
Seal faces.....	Tung/Sic
Seal rubbers.....	Viton



BBA priming system

Pump type.....	BBA MP50 Diaphragm pump
Air handling capacity.....	30 CFM (50 m³/hour)
Max. vacuum.....	29 inHg (8.5 m)
Drive.....	Toothed belt (continuous drive)
Float box.....	Aluminium
Non return valve.....	Cast iron GG25
Check valve disc.....	Buna-N



Engine

Engine brand.....	Hatz
Engine type.....	4H50TIC
Max. power IFN.....	75 Hp (55.4 kW)
Variable engine speed.....	Max. 2800 RPM
Fuel consumption.....	237 g/kWh
Displacement.....	1,952 cm³
Number of cylinders.....	4
Aftertreatment.....	EGR, DOC
Emission standard.....	Tier 4 final / Stage IIIB

BBA control panel LC40

- Auto start/stop system
- Two float switches included (10m cable)
- Key switch
- Rpm. control with push buttons
- Warning lights
- 4.3" LCD display



Fuel system

- PE fuel tank 80 US gallon (300 L.) net
- Fuel tank cap Ø 4" (100 mm)
- Electronic fuel injection system

Electrical system & safety features

- Nominal voltage 12 Volt
- Premium quality battery
- Low oil pressure shut down

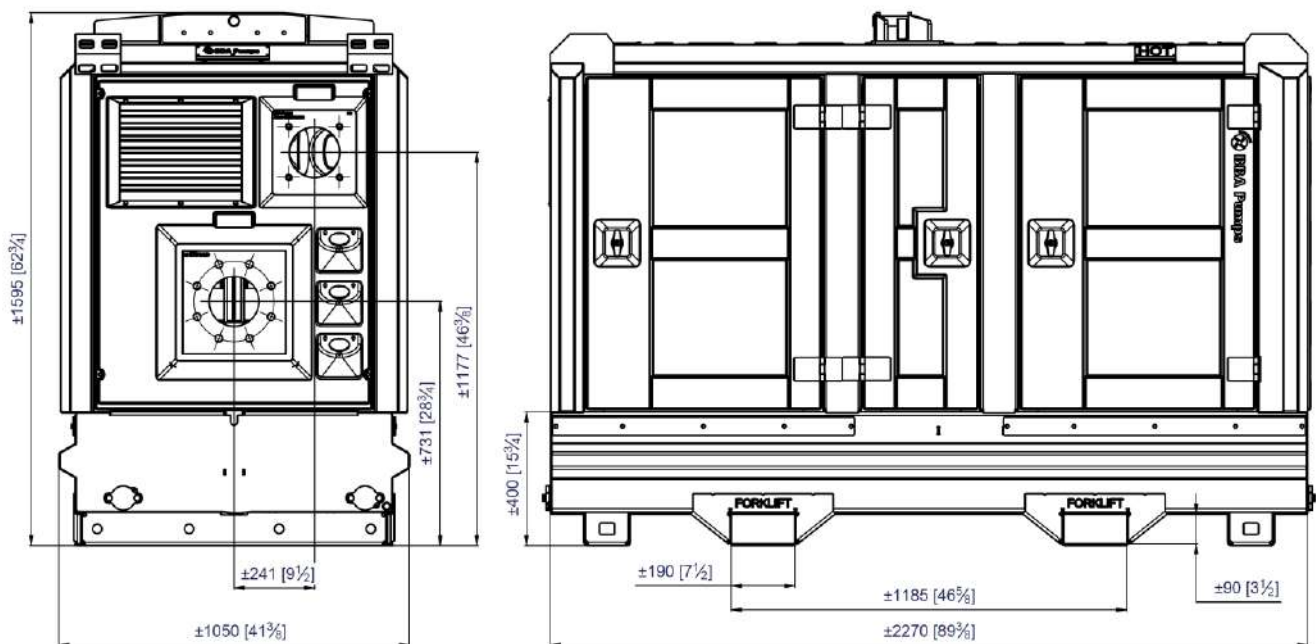
CANOPY M10-23X

BBA sound attenuating canopy

Canopy type.....	M10-23X
Dimensions L x W x H	89.4 x 41.3 x 62.8 inch
Dimensions L x W x H	2270 x 1050 x 1595 mm
Basic frame.....	Hot dip galvanized
Doors	6 lockable composite doors
Fuel tank	PE net 80 US gallon (300 ltr)
Fuel tank autonomy	25 hours (at 2800 rpm BEP)
Fuel tank cap	4 inch (100mm)
Forklift pockets.....	Fitted with 2 forklift pockets
Lifting point	Fitted with single lifting point
Stackable	Canopy is stackable
Exhaust system	Fully integrated in canopy
Additional	Fitted with oil-water separator and battery isolator switch
Connections.....	Please consult "auxiliary items" in overleaf
Documentation box.....	BBA user manual and warranty book

BBA E-lift® system

The M10-23X canopy has been fitted with the BBA E-lift® system. By removing the roof panel, the pump and diesel engine as a whole can be removed from the canopy effortlessly allowing easy preventative maintenance on the pump and diesel engine. In addition, as the canopy is not fitted with padding or insulation materials, it can be cleaned quickly using a pressure washer.



Actual dimensions (in mm & inches) may vary depending on selected quick couplings.



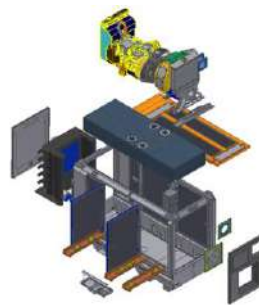
Enclosed impeller
Stainless steel 316 enclosed impeller with a 25 mm free passage.



Fuel tank
Double wall fuel containment, corrosion-free, 80 US Gallon, high-density polyethylene (HDPE) fuel tank, located in base of canopy.



Easy inspection
Oil glasses, drain valves and fill plugs are all easily accessible.



Speedy servicing
By removing the roof panel, the pump and diesel engine as a whole can be removed from the canopy effortlessly allowing easy preventative maintenance on the pump and diesel engine.

E-lift



4 Year limited warranty
The BBA limited warranty covers years or operating hours whichever occurs first. For more details please consult the BBA warranty book.



Safety
Extremely durable and lockable T-locks offering perfect grip.

AUXILIARY ITEMS

Discharge connections

Art.nr.		Ø inch	Ø mm	Connection	
5080904	30° flange	4	100	Flange DIN	
5080869	30° male (ball/lever)	3	75	System B	
5080908	30°	3	75	Outer thread	

Suction connections

Art.nr.		Ø inch	Ø mm	Connection	
5080884	30°	6	150	Flange K240	
5080889	30° female (cup)	6	150	System B	
5080890	30° male (ball/lever)	6	150	System B	
5080887	30° male (ball)	6	150	System C	
5080888	30° female (cup/lever)	6	150	System C	

Suction hose with strainer L=5 metre

Art.nr.	Ø inch	Ø mm	Connection	
7047072	6	150	Flange K240	
7047023	6	150	System B male (ball/lever)	
7047077	6	150	System C female (cup/lever)	

Suction hose with strainer L=6 metre

Art.nr.	Ø inch	Ø mm	Connection	
7047073	6	150	Flange K240	
7047024	6	150	System B male (ball/lever)	
7047078	6	150	System C female (cup/lever)	



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FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org    

Contract Extension Amendment

Contract FSA23-EQU21.0: Equipment

Extension Term: October 1, 2025, through September 30, 2026

The Terms and Conditions of this Contract allow for modification via contract addenda as provided for in Section 1.23. The effective dates of the original contract term for FSA23-EQU21.0 are October 1, 2023, through September 30, 2025. The Florida Sheriffs Association (FSA) shall extend this contract for an additional one (1) year term from October 1, 2025, through September 30, 2026. The Terms and Conditions remain in effect for the contract extension term. Items and pricing may be updated in accordance with Sections 3.05 and 3.06 of the Terms and Conditions.

FSA is amending the original contract to reflect the following modifications:

- Modify the contract number to FSA23-EQU21.1, which reflects the extension; and
- Amend Section 1.03 to recognize the term of the contract extension.

Section 1.03 is amended to include the following language:

1.03 TERM OF CONTRACT

The FSA elected to renew the contract and extend the term of the contract for another twelve (12) months. The contract extension term will begin October 1, 2025, and end September 30, 2026.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.



Sarrah Carroll
Deputy Executive Director of Administration



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2617 Mahan Drive
Tallahassee, Florida 32308

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FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-EQU21.0 are October 1, 2023, through September 30, 2025. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-EQU21.0 for a one-year term. The contract term will extend from October 1, 2025, through September 30, 2026.

Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print):

Justin Booth

Signature:

Justin Booth Digitally signed by Justin Booth
Date: 2025.09.26 08:23:09 -04'00'

Awarded Vendor Company Name:

BBA Pumps, Inc.

Date:

9/26/2025



Protecting, Leading & Uniting...since 1893

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P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Notice of Final Award FSA23-EQU21.0: Equipment

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Final Award for FSA23-EQU21.0: Equipment

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing equipment contract. FSA is issuing the Notice of Final Award for contract FSA23-EQU21.0: Equipment that will be effective from October 1, 2023, through September 30, 2025. This year's bid included 453 items. The contract will offer construction, material handling, transportation, all-terrain and utility vehicles, and grounds care equipment.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 149 pre-bid attendees or waivers. Of these respondents, 85 submitted bids and 78 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.



7222 Cross Park Drive, North Charleston, SC 29418 | United States | 00+1 843.849.3676
www.bbapumpsusa.com

BBA Pumps Warranty Procedure

This procedure outlines the process for completing a BBA Pumps (BBA) warranty investigation form. In order for a warranty investigation form to be reviewed, all the following must be completed and submitted according to the procedure listed below.

The entire warranty investigation form must be completed. This includes the following:

- Date of the noticed issue.
- Customer name, address, phone number, email and name of the main point of contact.
- Pump model number, pump serial number, current hours on the pump, engine serial number and the control panel model number.
- Description of the issue, which should be as detailed as possible. The more information the better.
- Codes that are displayed on the control panel, and any additional information that may be pertinent to the issue should be included in the warranty investigation form.

Pictures of the following must be included:

- Picture of the pump serial plate. This is located between the two doors on the control panel side of the pump.
- Picture of the current hours displayed on the control panel.
- Pictures of the referenced issue.

The pump application must be included with the warranty investigation form email submittal. This can be described in the body of the email and / or on a separate word document.

All warranty investigation forms must be emailed to service@bbapumpsusa.com within 8 days of the discovered issue. Failure to report the issue within 8 days voids the warranty investigation form for the referenced issue.

BBA will respond within 8 business days to the point of contact with whom submitted the warranty investigation form. The BBA response will include one of the following:

- Approval of the warranty investigation form and any details to follow.
- Denial of the warranty investigation form with an explanation of the denial.
- Not enough information provided to process the warranty investigation. Any additional information required will be included with this email.

Subject line of the email should include the Company name, the pump serial number and "warranty". Similar to the following: XYZ Rental - 21011234 – warranty

Failure to follow the process above will result in a denied warranty investigation form.

BBA Pumps N.A. Warranty Information

INTRODUCTION

Thank you for selecting a BBA Pumps product. This product is covered by the BBA Pumps "International limited warranty conditions". Prior to installing/using the product(s) please ensure that you have carefully read the user manual and that you have taken note of all stipulations in this warranty book.

Please note: All user manuals and warranty books have been translated from the Dutch language. As a result, some items may get lost in translation and/or the content and subsequent interpretation of content may be different than originally intended by BBA Pumps. Should there be any disputes about the content of these documents, the Dutch instructions will be viewed as the sole and original source to determine intended content and meaning of the instructions.

GENERAL

With this writing BBA Pompen & Buizen BV (BBA Pumps hereafter) declares that all products are free from defects in materials and craftsmanship. This warranty is covered by, and limited to, the conditions and stipulations provided in this warranty book.

Should any local legislation be in place that provides additional rights, over and above the rights described by the BBA Pumps International Limited Warranty, this legislation will be applicable and will prevail over the limitations of the warranty.

Any disputes arising from or in any way connected with the subject matter of the BBA Pumps International Limited Warranty book shall be subject to the laws of the Netherlands and shall be subject to the jurisdiction of the Dutch Court in Zutphen (NL) only except that BBA Pumps may seek injunctive relief outside such jurisdiction.

CHANGES IN PRODUCT and/or SPECIFICATIONS

BBA Pumps reserves the right to change standard specifications, product descriptions, pricing and application of any product produced, designed and/or sold by BBA Pumps at any time without prior written or oral notice. Any changes made to these products will not give any rights nor give rise to claims to update products sold and/or supplied previous to the relevant changes.

BEFORE FIRST COMMISSIONING

All products produced and/or sold by BBA Pumps have been extensively tested for quality and their correct functioning prior to shipment. Due to the nature of the products, the functioning of the products is directly linked to the manner in which the products are installed and/or deployed. As BBA Pumps has no influence over the manner of installation, we would like to advise all dealers, resellers and end-users to verify that the products are correctly installed before putting them into operation.

Damages caused by faulty installation, operator error and/or mis-use of the products will not be covered by the BBA Pumps International Limited Warranty.

WARRANTY PERIODS

The warranty period commences on the day of delivery to the first owner/end-user, or 12 months after the date of shipping from the BBA Pumps factory, whichever comes first. Any residual time of the warranty period is transferrable to subsequent owners should this be applicable. In case of repairs, the remaining period of the original warranty will apply to any component or part that was replaced or repaired under warranty. The BBA international limited warranty will expire after the stated amount of months, or after the maximum amount of running hours is achieved, whichever is first.

	Warranty periods (effective 01/01/2014)				
PRODUCT	0-12 months	13-24 months	25-36 months	37-48 months	Max. operating hours
BA series/BE series	100%	100%	75%	50%	2000
BA-C series	100%	100%			2000
BV series	100%				2000
PT series	100%	100%	75%	50%	2000
BL series	100%				2000
MP50-100	100%	100%	75%	50%	2000
Custom units	100%				2000
Piping, accessories* and (pump) parts	100%				N/A
For all products, or components thereof, not manufactured by BBA Pumps, all warranties extended to BBA Pumps will be passed on to our customers. The terms and conditions determined by the original manufacturer will apply. This includes, but is not limited to, drive components such as electric motors and/or diesel engines.					
Custom units are products that have been built to customer specifications and are not part of our standard product ranges.					
* Layflat hoses are excluded from the standard BBA Limited Warranty					

WHAT THE WARRANTY DOES COVER

The warranty covers the costs of the replacement or repair of defective parts or of obtaining equal parts – whichever creates the least cost for BBA Pumps. A faulty product under the conditions of this warranty, is defined as a product (or part thereof) that has been found to have a technical defect at the time of delivery.

All repairs done under warranty need to be done using original BBA spare parts and by a certified BBA Pumps distributor, re-seller or mechanic during normal office hours.

WHAT THE WARRANTY DOES NOT COVER

The BBA Pumps International Warranty does not cover products or parts thereof that have been damaged during transport, installation or repairs or due to faulty use, carelessness or negligence, overloading, insufficient lubrication, cavitation, normal wear and tear, faulty installation, abuse or not following the procedures as stipulated in the user manuals. Any damages caused by foreign objects being inserted into, or passed through, the pump are also not covered by the warranty. Furthermore, shaft seals and damages caused by frost, “exploding” pump casings and shaft breakages are excluded from the warranty.

In addition, modifying or altering BBA products and using parts other than the original BBA spare parts will void the warranty as a whole. This includes modifications of any software or electronic part that has altered the function, performance and/or durability of the product, or if the changes alter the original field of use (to be determined by BBA Pumps). The warranty is also void when seals are broken, settings are changed or if the product(s) have been used for purposes for which it is clearly not intended or that are in breach of legislation. The warranty does not cover any damages resulting from coupling the pump to engines, gearboxes or any other products, including but not limited to electric components, that have not been approved by BBA Pumps.

Under no circumstance will BBA Pumps provide compensation for indirect damages, subsequent damages, incidental costs or any costs resulting from these or related to these damages. Including, but not limited to, travel expenses, transport costs, costs incurred to gain access to the product(s), costs for lifting equipment, costs for replacing products (including rental costs), time lost due to the breakage, loss of income, loss of time, loss of property, personal injury or damages to anything other than the product(s) supplied by BBA Pumps.

OBLIGATIONS OF THE OWNER

The owner of the product(s) is, at all times, responsible for the correct operation, maintenance and servicing of the BBA product(s) as described in the owner's manual and this warranty book. In order to establish that the products have been serviced as per the provided instructions, the owner is required to provide a complete service history in writing for these products. This service history needs to be provided to subsequent owners (if any) for the BBA Pumps International limited warranty to be transferred.

In order for the warranty as described in this document to apply, in any form or manner, the owner is required to comply with the regulations as stated in this publication, or any other relevant document provided by BBA Pumps. Failure to comply with these regulations and prerequisites will void the warranty as a whole.

REPORTING A DEFECT

In the case that a defect is detected, it is the responsibility of the owner to stop using the product immediately, and/or decommission it. The defect shall then be reported to a BBA Pumps importer, distributor, dealer or workshop using the accompanying warranty request form within eight (8) days.

Such notifications should be made as soon as possible, and no later than eight (8) days after the date the user has noticed the defect, or should have noticed it, and therefore no later than eight (8) days after the warranty has expired.

We recommend the owner secures some evidence with regards to the date the defect has been reported, such as a copy of a letter.

The warranty request form should be filled out completely and truthfully by a BBA importer, distributor or dealer, and handed over to the BBA Pumps BV service coordinator, together with the defective product concerned and/or explicit photographs. You can find the warranty request form at the back of this booklet (or on www.bbapumps.com/warranty)

If BBA Pumps replaces spare parts/products in order to comply with the warranty obligations, all parts/products replaced will become the property of BBA Pumps. Transport costs for any products or spare parts are to be paid by the other party.

APPROVAL OF A WARRANTY CLAIM

Warranty claims can only be considered and approved by persons appointed by BBA Pumps, and only after all materials have been delivered for assessment.

Any new parts sent in advance will be delivered and invoiced according to the BBA Pumps Terms of Delivery and all payment should be made within the specified period. Any reimbursements and/or credits due after the warranty claim has been approved will be settled afterwards.



Warranty Investigation Request

Customer Data:		Pump Data:	
Company name		Pump model	
Location		Pump serial number	
Address		In-service date	
Contact		Running hours	
Phone		E-motor / Diesel engine	
Email		Engine serial number	
		Control panel model	
Warranty Request:			
Date of issue			

Requested parts / article numbers with descriptions

Quantity	Part / Article number part(s)	Description

Description of issue:

The following must be included:

Pictures must be included with the warranty request. All warranty request must be submitted within 8 days of the date of issue. All warranties must be approved in writing prior to any warranty repairs being initiated. Failure to follow the warranty procedure will result in a denied warranty investigation.

BBA Pumps, Inc.
Attn. Service Department
7222 Cross Park Drive
North Charleston, SC 29418
Tel: 843.849.3676
service@bbapumpsusa.com

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE NO. 2026-18**

**AN ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA,
CONFIRMING THE PURCHASE OF CERTAIN REAL PROPERTY
LOCATED IN OCONEE COUNTY; AUTHORIZING THE LEASE OF
SUCH CERTAIN OCONEE COUNTY-OWNED REAL PROPERTY TO
CARRA H. ORR; AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Oconee County (the “County”), South Carolina (the “State”), a body politic and corporate and a political subdivision of the State, and as such possesses all powers granted to counties by the Constitution and laws of the State; and

WHEREAS, Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended, provides, in part, that counties may sell, lease, or otherwise dispose of real and personal property; and

WHEREAS, on January 27, 2017, the County entered into that certain Purchase and Sale Agreement, as amended, with Gloria Faye Orr Bashnan, Glenda O. Brock, Susan O. West, and Carra H. Orr (the “Property Owners”) regarding the purchase of approximately 54.8 acres of real property commonly known as 698 Rock Crusher Road and 724 Rock Crusher Road, Walhalla, South Carolina (the “Land”) in ten separate and distinct real estate closings over the period of approximately 10 years; and

WHEREAS, the County is prepared to close on the Tenth Parcel and intends to complete the tenth and final closing in or around July of 2026 (the “Final Closing”) on the final parcel of the Land(the “Tenth Parcel”), containing approximately 4.85 acres and being more specifically shown and described on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the County desires to confirm and ratify all actions taken to purchase the Tenth Parcel and proceed with the Final Closing; and

WHEREAS, Carra H. Orr held a Life Estate interest in the Land, including the Tenth Parcel, which will be released and quit-claimed to the County at the Final Closing; and

WHEREAS, so she may remain in occupancy on the Tenth Parcel, Carra H. Orr has requested, and the County is willing to enter into, a lease agreement, in a form substantially similar to the form lease agreement attached hereto as Exhibit B, and incorporated by this reference (the “Lease Agreement”); and

WHEREAS, the County desires to lease the Tenth Parcel to Carra H. Orr under certain terms and conditions as set forth in the Lease Agreement, with expected minor revisions, so that Carra H. Orr may remain in her residence.

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

Section 1. Approval of Lease. County Council hereby approves the lease of the Tenth Parcel to Carra H. Orr, subject to the terms set forth in the Lease Agreement, as may be reasonably amended as set forth below.

Section 2. Ratification of Acts and Execution. County Council hereby ratifies and confirms all actions taken to purchase the Tenth Parcel from the Property Owners, and County Council further hereby accepts and approves the Lease Agreement, to be reasonably amended by the County Administrator, on advice of legal counsel to the County.

Section 3. Performance By County Administrator. The County Administrator shall be, and hereby is, authorized to and directed to perform any and all acts on behalf of the County in accordance with this Ordinance.

Section 4. Execution and Delivery of Transfer Documents. The County Administrator shall be, and hereby is, authorized to and directed to execute and deliver, on behalf of the County, the Lease Agreement, as may be amended, so long as the Lease Agreement is in a form and substance acceptable to the County Administrator, on advice of legal counsel to the County. The County Administrator shall be, and hereby is, authorized and directed to execute and deliver any and all other documents or instruments on behalf of the County related to the lease of the Tenth Parcel in a form and substance acceptable to the County Administrator, on advice of legal counsel to the County. The County Administrator is further authorized and empowered to execute any subsequent amendments or revisions to Lease Agreement, seller deliveries, certifications or documents authorized under this Ordinance.

Section 5. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 7. Effective Date. This Ordinance shall be effective upon its enactment by the County Council.

[Execution Page Follows]

DONE AND ENACTED by the County Council of Oconee County, South Carolina, this
____ day of _____, 2026.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Matthew Durham, Chairman, County Council
Oconee County, South Carolina

ATTEST:

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

First Reading: May 19, 2026
Second Reading: June 16, 2026
Public Hearing: July 07, 2026
Third Reading: July 07, 2026

Exhibit A

Tenth Parcel

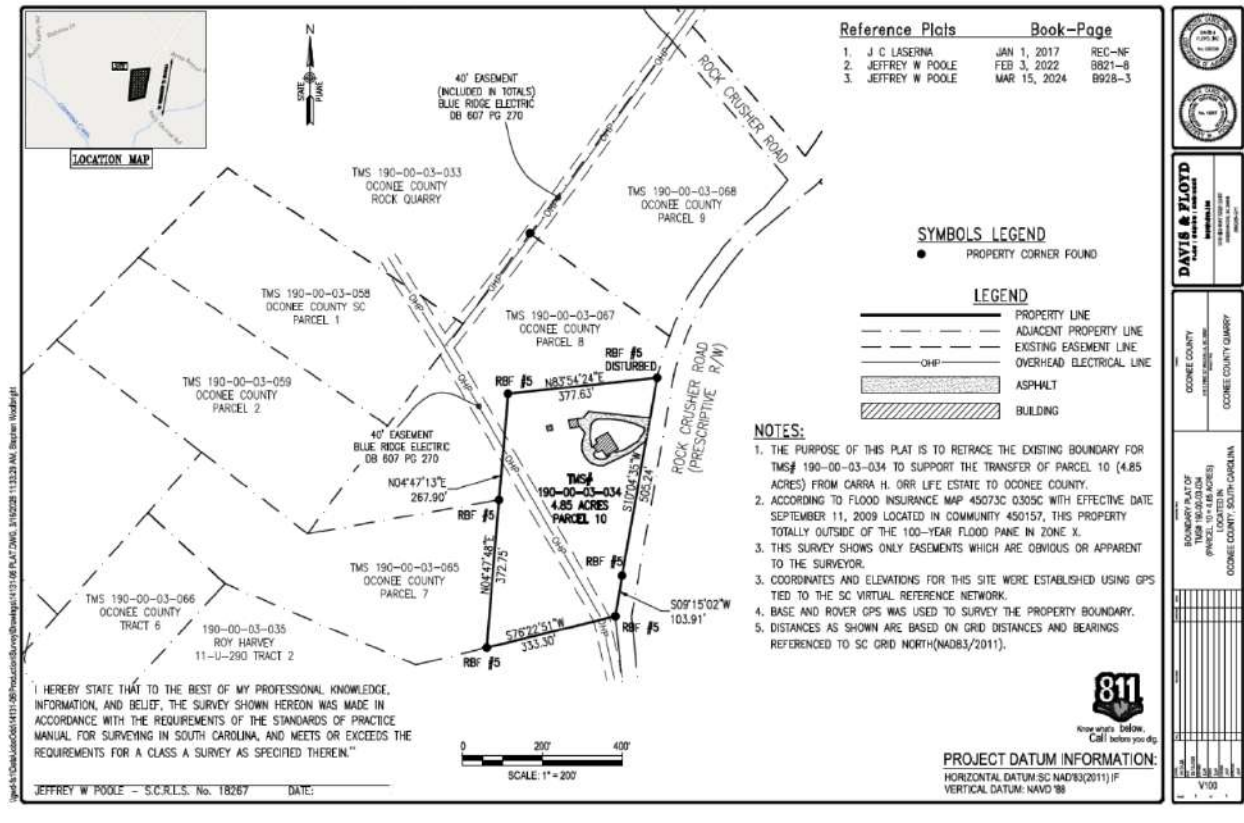


Exhibit B

Form Lease Agreement

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made effective as of this _____, 2026 (the "Effective Date") by and between **Oconee County, South Carolina**, a body politic and corporate and a political subdivision of the State of South Carolina ("Landlord"), and **Carra H. Orr**, a South Carolina resident ("Tenant"). Landlord and Tenant are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Landlord is the owner of certain real property and improvements located thereon, situated in the County of Oconee, State of South Carolina, as more specifically shown and described on Exhibit A, attached hereto and incorporated by this reference (the "Premises"); and

WHEREAS, prior to Landlord owning the Premises, Tenant held a life estate interest in the Premises, and contemporaneously with this Agreement, Tenant has quit-claimed the life-estate and any interest Tenant held in and to the Premises to Landlord; and

WHEREAS, Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord, for the consideration and upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, including the transfer of Tenant's interests in and to the Premises to Landlord, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises described above, together with all appurtenances thereto, for residential use only.

2. TERM AND TERMINATION. The term of this Agreement shall commence on the Effective Date and shall continue until terminated upon the first to occur of the following events (the "Termination Date"):

(a) The death of the Tenant; or

(b) Tenant's voluntary abandonment or vacating of the Premises for a continuous period of more than sixty (60) days. The Premises shall be deemed abandoned if facts and circumstances exist that would lead a reasonable person to conclude that Tenant has permanently vacated the Premises with no intent to return; or

(c) Tenant's uncured breach of this Agreement.

Upon the occurrence of any termination event, this Agreement shall automatically terminate without the necessity of any notice from Landlord, and any right of Tenant to occupy

the Premises shall immediately cease. The Parties expressly acknowledge and agree that Tenant's heirs, executors, administrators, or assigns have no right to occupy the Premises before or after the Terminate Date.

3. RENT. Tenant shall pay to Landlord annual rent in the amount of Five and 00/100 Dollars (\$5.00) (the "Rent"), payable in advance on the Effective Date and on each anniversary thereof during the term of this Agreement. Rent shall be paid at the address of Landlord set forth below, or at such other place as Landlord may designate in writing from time to time.

4. MAINTENANCE AND REPAIR. Tenant shall, at Tenant's sole cost and expense, maintain the Premises and all improvements thereon in good order, condition, and repair throughout the term of this Agreement. Tenant's maintenance obligations shall include, but not be limited to:

- (a) Keeping the Premises in a clean, safe, and sanitary condition;
- (b) Making all necessary repairs to the interior and exterior of any structures on the Premises, including the roof, walls, foundation, plumbing, electrical, heating, ventilating, and air conditioning systems;
- (c) Maintaining the grounds, landscaping, driveways, and walkways in good condition;
- (d) Complying with all applicable building and housing codes, ordinances, statutes, and regulations materially affecting health and safety; and
- (e) Promptly repairing any damage to the Premises, regardless of cause, except for damage caused by Landlord's negligence.

The Parties acknowledge that Tenant's assumption of maintenance obligations is entered into in good faith and not for the purpose of evading any obligations of Landlord under the South Carolina Residential Landlord and Tenant Act, S.C. Code Ann. § 27-40-10, et seq.

5. WASTE. Tenant shall not commit, or permit to be committed, any waste upon the Premises. Tenant shall not do or suffer to be done anything that may impair the value of the Premises or constitute waste, whether voluntary, permissive, ameliorative, or equitable. Without limiting the generality of the foregoing, Tenant shall not:

- (a) Remove, demolish, or materially alter any structures or improvements on the Premises without the prior written consent of Landlord;
- (b) Remove or destroy any timber, minerals, soil, or other natural resources from the Premises beyond what is reasonably necessary for the ordinary residential use and maintenance of the Premises; or
- (c) Permit the Premises to fall into disrepair or deterioration through neglect or failure to maintain.

6. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Agreement or any interest herein, nor sublet the Premises or any part thereof, nor permit the use or occupancy of the Premises by anyone other than Tenant, without the prior written consent of Landlord,

which consent may be withheld in Landlord's sole and absolute discretion. Any attempted assignment or subletting without such consent shall be null and void and shall constitute a material breach of this Agreement.

USE OF PREMISES. Tenant shall use and occupy the Premises solely as a private residential dwelling and for no other purpose. Tenant shall not use the Premises for any unlawful purpose, nor shall Tenant conduct or permit any activity on the Premises that constitutes a nuisance or that may increase the rate of insurance on the Premises.

7. COMPLIANCE WITH LAW. Tenant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes relating to the use and occupancy of the Premises. This Agreement is governed by the South Carolina Residential Landlord and Tenant Act, S.C. Code Ann. § 27-40-10, et seq., to the extent applicable.

8. INSURANCE. Tenant shall be responsible for obtaining and maintaining, at Tenant's sole cost and expense, all insurance on the property, including but not limited to insurance covering the real property and all improvements thereon, as well as Tenant's personal property and possessions, against loss or damage from fire, theft, or other casualty. Landlord shall not be responsible for any loss or damage to the real property, improvements, or Tenant's personal property.

9. LANDLORD'S RIGHT OF ENTRY. Landlord or Landlord's agents may enter the Premises at reasonable times upon at least twenty-four (24) hours' prior written notice to Tenant for the purpose of inspecting the Premises, determining whether Tenant is in compliance with the terms of this Agreement, or for any other lawful purpose. In the event of an emergency, Landlord may enter the Premises without prior notice.

10. INDEMNIFICATION. Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all claims, actions, damages, liabilities, and expenses, including reasonable attorneys' fees, arising out of or in connection with Tenant's use and occupancy of the Premises, except to the extent caused by the gross negligence or willful misconduct of Landlord.

11. DEFAULT AND REMEDIES. The occurrence of any of the following shall constitute a material default and breach of this Agreement by Tenant:

- (a) Failure to pay Rent when due and such failure continues for ten (10) days after written notice from Landlord;
- (b) Failure to perform any other obligation under this Agreement and such failure continues for fourteen (14) days after written notice from Landlord specifying the nature of the default;
- (c) Commission of waste upon the Premises;
- (d) Any attempted assignment or subletting in violation of Section 6 hereof.

Upon the occurrence of a default, Landlord shall have all remedies available at law or in equity, including the right to terminate this Agreement and recover possession of the Premises in accordance with applicable South Carolina law.

12. SURRENDER OF PREMISES. On the Termination Date, Tenant (or Tenant's heirs, executors, administrators, or personal representatives, as applicable) shall surrender the Premises to Landlord in good condition, reasonable wear and tear excepted. With no right to occupy the Premises, Tenant (or Tenant's heirs, executors, administrators, or personal representatives, as applicable) shall remove any personal property from the Premises on or before the thirtieth (30th) day after the Termination Date. Any personal property remaining on the Premises after the thirtieth (30th) day after the Termination Date shall be deemed abandoned and may be disposed of by Landlord without any liability.

13. NO ESTATE IN TENANT'S HEIRS. This Agreement creates a leasehold estate personal to the Tenant and shall not inure to the benefit of Tenant's heirs, executors, administrators, or assigns. Upon the death of the Tenant, this Agreement shall immediately terminate, and no person shall have any right of occupancy or possession of the Premises by virtue of this Agreement.

14. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when personally delivered, or three (3) days after being sent by certified or registered mail, return receipt requested, postage prepaid, or via electronic mail to the addresses set forth below:

Landlord:

Oconee County, South Carolina
Attn: County Attorney
415 S. Pine Street
Walhalla, SC 29691
Email: rchumley@oconeesc.com

Tenant:

Carra H. Orr
724 Rock Crusher Road
Walhalla, South Carolina

15. TIME OF ESSENCE. Time is of the essence with this Agreement.

16. GOVERNING LAW. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of South Carolina.

17. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written. This Agreement may not be amended or modified except by a written instrument signed by both Parties.

19. WAIVER. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

20. BINDING EFFECT. This Agreement shall be binding upon Landlord and Landlord's heirs, successors, and assigns. This Agreement shall be binding upon Tenant during Tenant's lifetime only and, as set forth in Section 14, shall not be binding upon or inure to the benefit of Tenant's heirs, executors, administrators, or assigns.

21. COUNTERPART EXECUTION. This Agreement may be executed in separate counterparts. The Agreement is fully executed when Landlord and Tenant have each signed at least one counterpart and delivered the signed counterpart to the other Party (even though no one counterpart contains the signatures of both Landlord and Tenant).

22. ATTORNEYS' FEES. If either Party shall be required to employ an attorney to enforce or defend the rights of such Party hereunder, the prevailing Party shall be entitled to recover reasonable and necessary attorneys' fees and cost of suit without the necessity that such Party recover damages.

23. WAIVER OF JURY TRIAL. TO THE EXTENT ALLOWED BY LAW, EACH OF LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION ARISING OUT OF MATTERS RELATED TO THIS AGREEMENT, WHICH WAIVER IS INFORMED AND VOLUNTARY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Landlord:

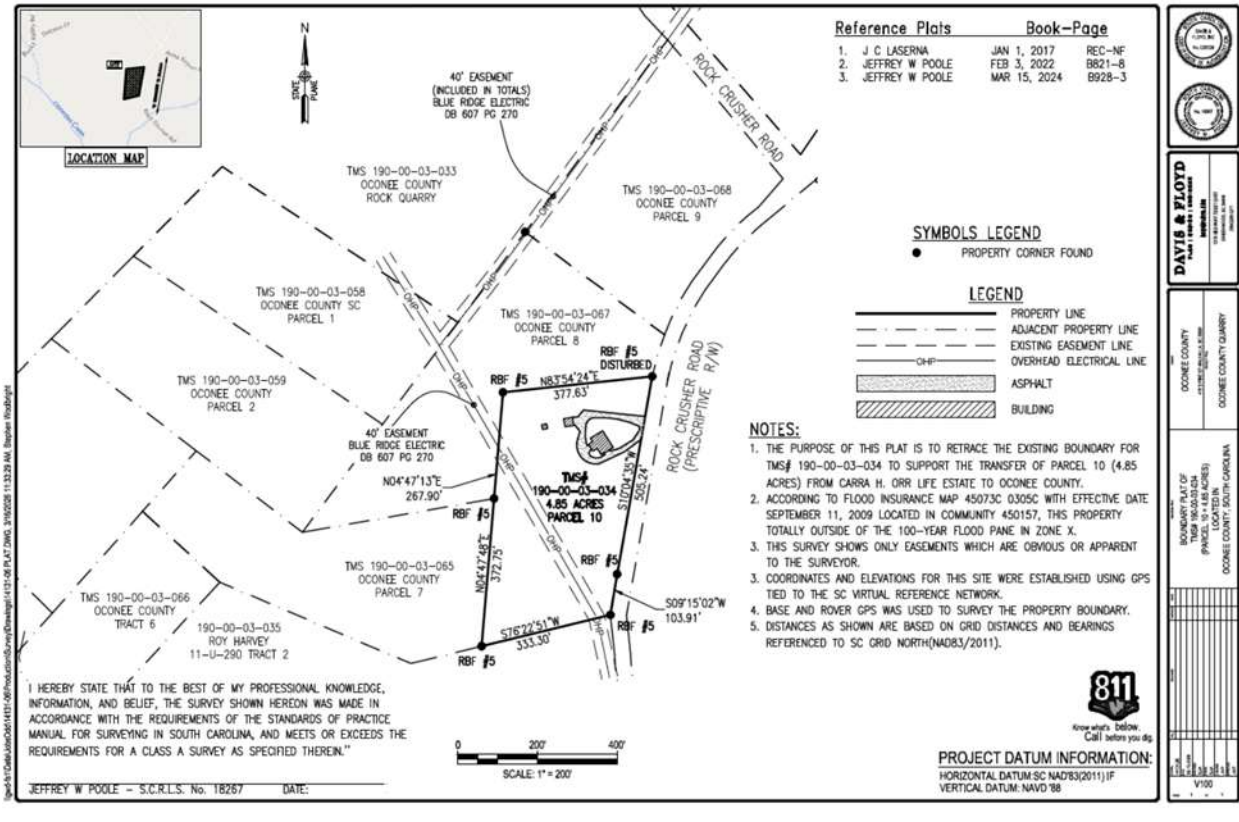
Oconee County, South Carolina

Stewart Jones, County Administrator

Tenant:

Carra H. Orr

Exhibit A to Lease Agreement



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-19**

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 OWNED BY OCONEE COUNTY AND LOCATED AT MOORES ROAD, SENECA, SOUTH CAROLINA, SUCH PROPERTY CURRENTLY IDENTIFIED BY TAX PARCEL NUMBER 240-00-04-014; 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 Moores Road, Seneca, 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 “Easement 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 _____, 2026.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: May 19, 2026
Second Reading: June 16, 2026
Third Reading: July 07, 2026
Public Hearing: July 07, 2026

EXHIBIT A

[*Attached*]

S/O # N/A
ACCT # N/A
JOB # 1016950-908773
DATE _____

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA }
 }
COUNTY OF OCONEE }

Map No. Near 334-74-026
Tax Map 240-00-04-014

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) OCONEE 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 17.84 acres, more or less, on Road(s) MOORES RD, situated about .01 miles in the EAST direction from the town of SENECA, and being bounded by lands of MEALOR FREDDA KAY, OCONEE COUNTY, and NEW HORIZONS ELECTRIC COOP INC.
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: SEE ATTACHED EXHIBIT A DRAWING.

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:

_____	_____ (L.S.)
Witness Signature	Grantor
_____	_____
Print Witness Name	Print Name
_____	_____ (L.S.)
Notary Signature	Grantor
_____	_____
Print Notary Name	Print Name

STATE OF SOUTH CAROLINA }
 }
COUNTY OF OCONEE }

PROBATE

PERSONALLY appeared before me _____ and made oath that (s)he was present and saw the within named _____

SIGN, SEAL AND as _____ 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

_____ (L.S.)
Notary Public for South Carolina

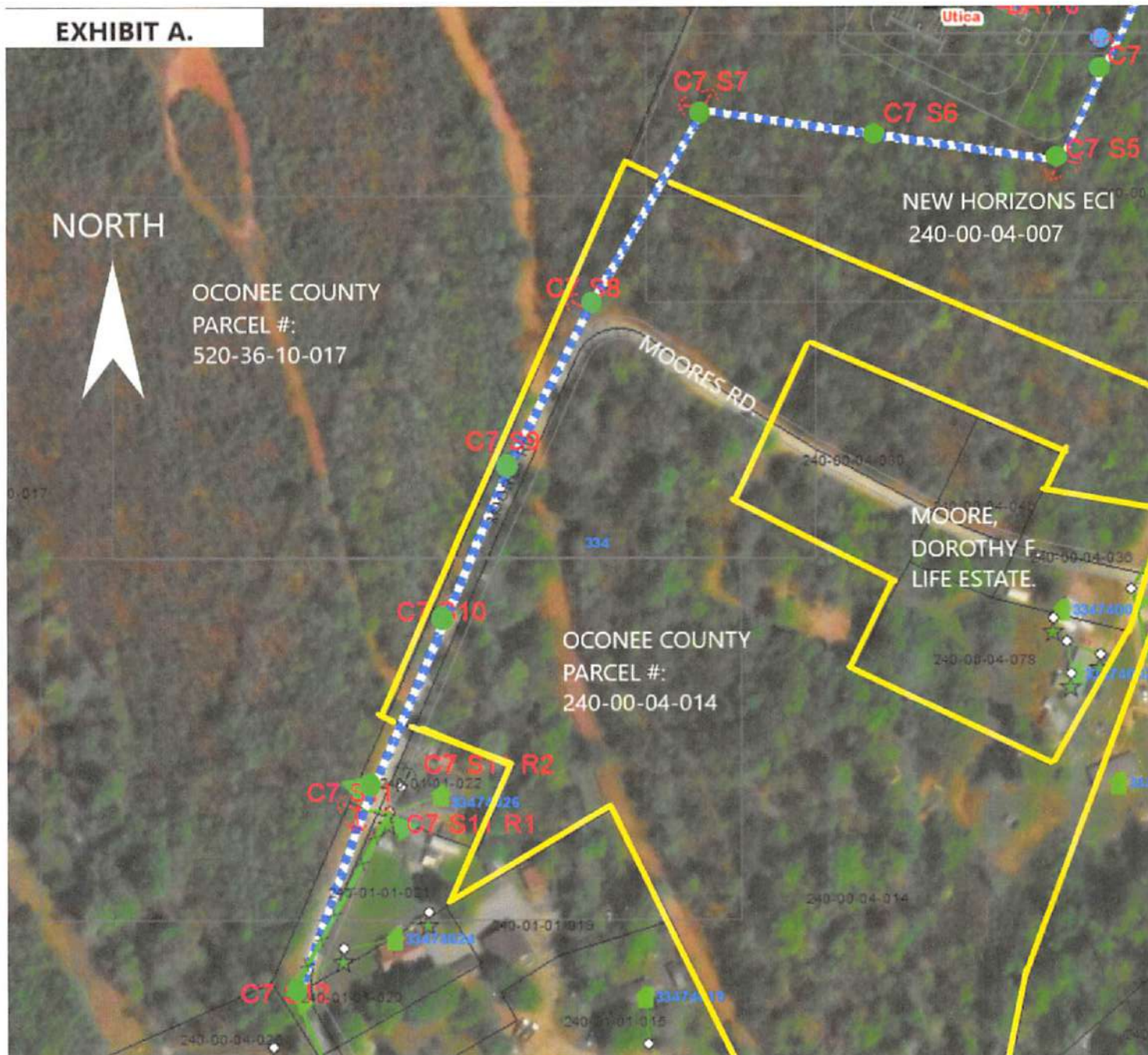
My Commission Expires: _____

PRINT NOTARY NAME

AND

NOTARY SEAL

EXHIBIT A.



LEGEND

NOTE: DRAWING NOT TO SCALE.

● PROPOSED NEW POLE LOCATION.

— OCONEE COUNTY PROPERTY LINE.

--- PROPOSED NEW POWERLINE ROUTE WITH 40' WIDE RIGHT OF WAY.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-20**

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 OWNED BY OCONEE COUNTY AND LOCATED AT OWENS ROAD AND MOORES ROAD, SENECA, SOUTH CAROLINA, SUCH PROPERTY CURRENTLY IDENTIFIED BY TAX PARCEL NUMBER 520-36-10-017; 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 Owens Road and Moores Road, Seneca, 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 “Easement 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 _____, 2026.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: May 19, 2026
Second Reading: June 16, 2026
Third Reading: July 07, 2026
Public Hearing: July 07, 2026

EXHIBIT A

[*Attached*]

S/O # N/A
ACCT # N/A
JOB # 1016950-908773
DATE _____

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA }
 }
COUNTY OF OCONEE }

Map No. Near 334-74-026
Tax Map 520-36-10-017

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) OCONEE 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 110.93 acres, more or less, on Road(s) OWENS RD. AND MOORES RD, situated about .01 miles in the EAST direction from the town of SENECA, and being bounded by lands of MEALOR FREDDA KAY, OCONEE COUNTY, and PINE RIDGE MHC SC LLC.
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: SEE ATTACHED EXHIBIT A DRAWING.

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:

_____	_____ (L.S.)
Witness Signature	Grantor
_____	_____
Print Witness Name	Print Name
_____	_____ (L.S.)
Notary Signature	Grantor
_____	_____
Print Notary Name	Print Name

STATE OF SOUTH CAROLINA }
 }
COUNTY OF OCONEE }

PROBATE

PERSONALLY appeared before me _____ and made oath that (s)he was present and saw the within named _____

SIGN, SEAL AND as _____ 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

_____ (L.S.)
Notary Public for South Carolina

My Commission Expires: _____

PRINT NOTARY NAME

AND

NOTARY SEAL

EXHIBIT A.

LEGEND

NOTE: DRAWING NOT TO SCALE.

**PROPOSED NEW
POLE LOCATION.**

**OCONEE COUNTY
PROPERTY LINE.**

**PROPOSED NEW
POWER LINE
ROUTE WITH 40'
WIDE RIGHT OF
WAY.**



**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-21**

AN ORDINANCE TO ESTABLISH AN AGREEMENT WHEREBY OCONEE COUNTY WILL ACT AS PROJECT SPONSOR AND SUBRECIPIENT FOR CHATTOOGA LAKE CLUB, A PRIVATE ENTITY, IN ITS UTILIZATION OF FEDERAL FUNDS FROM THE HIGH HAZARD POTENTIAL DAMS REHABILITATION GRANT SUBAWARD, DISPERSED THROUGH THE PASS-THROUGH ENTITY, SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES, TO CHATTOOGA LAKE CLUB, FOR THE PURPOSE OF DAM REPAIRS AND REHABILITATION, IN ACCORDANCE WITH OCONEE COUNTY ORDINANCES, AND OTHER RELATED MATTERS THERETO.

WHEREAS, Oconee County (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its governing body, the Oconee County Council (“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 for preserving health, peace, order and good government therein;

WHEREAS, on November 8, 2024, Oconee County, with the assistance of Chattooga Lake Club, a South Carolina nonprofit corporation, submitted a High Hazard Potential Dams Rehabilitation Grant Subaward Application to the South Carolina Department of Environmental Services, seeking Eight Hundred Eleven Thousand Three Hundred Seventy-Two and 00/100 (\$811,372) Dollars in grant funding for a project entitled “Chattooga Lake Dam SCD01637 Primary Spillway Mitigation” (the “Project”);

WHEREAS, on April 23, 2026, Oconee County received a notice of award and the FY24 Rehabilitation of High Hazard Potential Dams (HHPD) Subaward Agreement from the South Carolina Department of Environmental Services (SC DES), attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, Oconee County desires to enter into the Subaward Agreement with the South Carolina Department of Health and Environmental Services, accepting the grant funds under certain terms and conditions;

WHEREAS, upon execution of the Subaward Agreement, Oconee County further desires to enter into a Memorandum of Understanding (the “MOU”) with the Chattooga Lake Club to ensure compliance of the Subaward Agreement requirements, terms and conditions, as well as all applicable local, state and federal laws for the duration of the project;

WHEREAS, County Council has reviewed the form of the MOU, attached hereto as Exhibit B, and determined it is in the best interest of the County and its residents and citizens for the County to execute and enter into the MOU with Chattooga Lake Club; and

WHEREAS, Oconee County wishes to approve the same and to authorize the County Administrator to execute and deliver the MOU and all related agreements and documents necessary or incidental thereto.

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

1. The Subaward Agreement, attached hereto as Exhibit A, and the MOU, attached hereto as Exhibit B, (collectively, the “Agreements”) are hereby approved and the County Administrator is hereby authorized to execute and deliver the Agreements in substantially the same form as attached hereto.
2. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Agreements and to execute and deliver any such documents and instruments on behalf of the County.
3. 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.
4. 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 _____, 2026.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chair, Oconee County Council

First Reading: June 16, 2026
Second Reading: June 22, 2026
Third Reading: July 07, 2026
Public Hearing: July 07, 2026

EXHIBIT A

[Attached]

EXHIBIT B

[*Attached*]

**FEDERAL SUBAWARD
BETWEEN
SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
OCONEE COUNTY**

This Federal Subaward shall be between the South Carolina Department of Environmental Services (SCDES a.k.a. Passthrough Entity) and Oconee County (a.k.a. Subrecipient).

PURPOSE:

The purpose of this subaward is to award High Hazard Potential Dams (HHPD) Federal Grant funds to support Oconee County in addressing deficiencies associated with Chattooga Lake Dam, including the installation of a new primary spillway system.

A. SCOPE OF SERVICES

Subrecipient Shall:

Oconee County will implement the Rehabilitation of High Hazard Dams Grant Task #1, FY 2024 titled "Oconee County – Chattooga Lake Dam – D1637/SC00519 – Primary Spillway Mitigation." See *Attachment 1* for the detailed Workplan for this project.

PASS-THROUGH ENTITY and SUBRECIPIENT acknowledge that SUBRECIPIENT is not the owner of Chattooga Lake Dam and is relying on the dam owner, Chattooga Lake, a domestic nonprofit corporation incorporated on October 4, 1957, in South Carolina, to implement the Scope of Work, making Chattooga Lake a SUB-SUBRECIPIENT under this AGREEMENT. A separate agreement defining the relationship between SUBRECIPIENT and SUB-SUBRECIPIENT may exist but has no bearing on this AGREEMENT.

B. SOURCE OF FUNDING and AMOUNT

The current amount of funding per this subaward is \$ 811,372 from the following source:

SOF1 Rehabilitation of High Hazard Dams (HHPD) Grant

Attachment(s) *SOF1* contains the federal award identification information as required by 2 CFR §200.331 (a) (1) and is incorporated into this subaward.

C. PROJECT PERIOD

The project period "Rehabilitation of High Hazard Dams" BEGINS on September 25, 2024, and ends on September 24, 2027.

D. PERIOD OF PERFORMANCE

This Subaward will be effective on the date of the last party's signature and will terminate on September 30, 2027. Only work done in accordance with the effective dates of the Subaward will be compensated.

E. COMPENSATION

SCDES agrees to reimburse the Subrecipient, following the submittal of the required items each month for invoicing, for all allowable costs incurred, up to 90% of the total grant award, provided the total amount paid under this agreement does not exceed \$ 811,372 inclusive of all expenses. Payment will not be made until the reporting requirements are addressed in Section H below have been met. The balance of the award will be paid after all FINAL reports, documentation, and invoices have been submitted and approved by the authorized SCDES staff.

F. METHOD OF PAYMENT/INVOICING

Subrecipient shall submit a monthly request for reimbursement (invoice) for services rendered as outlined in the Scope of Services, approved budget and Federal Fiscal Year 2024 (FFY24) HHPD Rehabilitation Grant Notice of Funding Opportunity. Reimbursement will be for actual allowable costs incurred and must be consistent with the approved budget incorporated into this Subaward. Only expenditures obligated during the Subaward period of performance can be submitted for reimbursement. The invoice should be received by SCDES within fifteen (15) days after the end of each month. Please refer to the attachment “SUBAWARD INVOICES AND SUPPORTING DOCUMENTATION” for details on invoice submission and supporting documentation.

Every reimbursement request must also include supporting documentation to demonstrate that costs were allowable and reasonable and incurred during the Period of Performance:

1. Acceptable documentation includes but is not limited to procurement and contract documents, change orders, copies of original paid invoices, canceled checks (front and back), purchase orders, bank statements (or other proof of expenditure and disbursement of payment), time and attendance records, and reports from the SUBRECIPIENT’s payroll and accounting systems, or other approved instruments.
2. Supporting documentation must comply with the requirements in 2 CFR Part 200.
3. Expenses for which reimbursement is requested must be for work included in the Scope of Work and Milestones Table, attached.

All unbilled services on September 30th of each year must be billed by Subrecipient by October 15th. Invoices for services provided before September 30th of each year that are received after this date may not be paid.

Mail requests for reimbursement to the attention of program contact:
South Carolina Department of Environmental Services
Bureau of Water
Brittany Felder, Grants Manager
2600 Bull St Columbia, SC 29201
Brittany.Felder@des.sc.gov

G. ALLOWABLE COST AND FINANCIAL REQUIREMENTS

1. **SAM (System for Award Management)** On an annual basis, Subrecipient is required to maintain an active registration in SAM. Failure to comply may result in a suspension of payments and possibly

a termination of the Subaward.

2. **Budget** Compensation will only be made for allowable costs consistent with the approved budget incorporated into this Subaward.
3. **Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the \$5,000 capitalization level. SCDES retains title to all equipment purchased under this Subaward.
4. **Indirect Cost** If Subrecipient utilizes an approved federally negotiated indirect cost rate, Subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency. Any Subrecipient that has never received and does not have a current negotiated indirect cost rate, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Subrecipient chooses to negotiate/re-negotiate a rate, which the non-Federal entity may do at any time. If chosen, the Subrecipient must submit the breakdown of the MTDC to SCDES.
5. **Prior Approvals** Subrecipient must obtain prior approval before obligating or expending Subaward funds for equipment, permanent improvements or any purchase above the simplified acquisition threshold. The simplified acquisition threshold is adjusted periodically for inflation. The current amount is \$150,000. Please refer to the applicable Federal Acquisition Regulations (FAR) found at <https://www.acquisition.gov/sites/default/files/current/far/pdf/FAR.pdf>.
 - i. No revisions to the approved budget may be made without prior written approval from SCDES.
 - ii. Subrecipient shall not subcontract any of the work or services covered by this Subaward without SCDES's prior written approval.
 - iii. Subrecipient must obtain approval prior for the sale or replacement of any equipment purchased under this Subaward.
6. **Prohibited Items**

No Subaward funds may be used for the purchase of real property.
7. **Travel**

No travel expenses will be paid under this Subaward.
8. **NO INTEREST OR LATE FEES** - No interest or late payment charges will be paid except as provided by S.C. Code Section 11-35-45, which provides Subrecipient's exclusive means of recovering any type of interest from SCDES. Subrecipient waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. SCDES shall not otherwise be liable for the payment of interest on any debt or claim arising out of or related to this Subaward for any reason.

H. REPORTING REQUIREMENTS

1. Annual Risk Assessment Survey

On an annual basis, Subrecipient will be required to complete and return a risk assessment survey.

2. Audit Verification

On an annual basis, Subrecipient will be required to complete and return a statement verifying Subrecipient's status as to the single audit requirement.

3. Audit Results

If a single audit, program specific audit, or agreed upon procedures engagement is conducted, Subrecipient will be required to submit the full text of the Schedule of Findings and Questioned Costs or the Auditors Report with the Corrective Action Plan.

4. Cost Allocation

If Subrecipient manages multiple funding sources, Subrecipient's cost allocation plan must be submitted upon request. Sufficient detail must be provided to address the different categories of expenditure in the approved budget.

5. FFATA

Funding for this Subaward may be subject to the Federal Funding Accountability and Transparency Act (FFATA).

If the annual value of this Subaward is equal to or greater than \$30,000 at any time during this Subaward period of performance, Subrecipient is required to complete and return the attached Subaward FFATA checklist. The completed FFATA checklist (if applicable) must be returned to prior to submitting the first invoice for payment.

If Subrecipient is required to complete the FFATA checklist, DO NOT enter this information into the Federal Reporting database. SCDES maintains that responsibility.

6. Matching Funds

The SUBRECIPIENT agrees to match the FEMA Funds with a minimum of four hundred and seventy-five thousand and nineteen dollars (\$475,019) in non-Federal funds, in-kind contributions, or a combination thereof. This amount represents a thirty-five percent (35%) share of non-Federal funds to be added to the sixty-five percent (65%) share of the FEMA Funds awarded under this Subaward.

7. Periodic Subrecipient Reporting

- i. The SUBRECIPIENT shall provide PASS-THROUGH ENTITY the required documentation as quarterly programmatic progress reports for each project. The first report is due ten (10) days after the end of the first quarter after project approval notification by PASS-THROUGH ENTITY and quarterly thereafter until the project is complete and approved through final inspection. Quarterly reporting deadlines are January 10, April 10, July 10 and October 10. Quarterly, programmatic progress reports should be submitted via e-mail (read receipt requested) to staff of the PASS-THROUGH ENTITY. Incomplete or inaccurate reports may result in reimbursement delays.
- ii. The format for quarterly reports shall consist of the following:
 - (a) Scope of Work and Quarterly Milestones Table (Attachment B), filled out to reflect the past quarter's progress;
 - (b) Quarterly Performance Progress Report, filled out with a narrative summary of the past quarter's progress from a programmatic and technical standpoint, to include a discussion of any problems, delays, or adverse conditions that will impair the ability to meet milestone targets, and the anticipated completion date;
 - (c) Quarterly Project Financial Report filled out to describe both the past quarter's and cumulative expenditures of both Federal and non-Federal matching funds, to include a discussion on whether costs are unchanged, overrun, or underrun. Overruns or underruns should be addressed in the report narrative.
- iii. The PASS-THROUGH ENTITY may require additional reports as needed. The SUBRECIPIENT, as soon as possible, shall provide any additional reports requested by the PASS-THROUGH ENTITY. The PASS-THROUGH ENTITY contact for all reports and requests for reimbursement will be the Dam Safety Section Manager in the Dam Safety and Stormwater Permitting Division of the SC Department of Health and Environmental Control.
- iv. These reports shall be certified by an authorized agent of the SUBRECIPIENT as being true and accurate to the best of the SUBRECIPIENT's knowledge, as indicated by their signature.

G. ACCESS TO RECORDS

Subrecipient must permit SCDES and auditors to have access to Subrecipient's records and financial statements in order to meet the requirements of the Subaward. Subrecipient must allow SCDES and auditors to attend activities and events paid for or sponsored from this Subaward. Subrecipient must allow SCDES to inspect or monitor in person, activities performed in accordance with the scope of services and paid for or sponsored from this Subaward.

H. CLOSEOUT OF SUBAWARD

Subrecipient is responsible for implementing the necessary administrative actions to close-out the Subaward. Administrative actions may include but are not limited to:

- liquidate all obligations
- expenditure adjustments +/-
- refunding unobligated cash balances
- financial reporting
- program performance reporting
- accounting for real and personal property if applicable
- patent and invention certifications if applicable
- records retention

- perform audits

I. TERMS AND CONDITIONS

Subrecipient is responsible for the efficient and effective administration of the federal Subaward through the application of sound management practices. Subrecipient is responsible for administering federal funds in a manner consistent with the underlying agreements, program objectives, and the terms and conditions of the federal award. Subrecipient is responsible for understanding and maintaining compliance with the 2 CFR 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

1. **SUBCONTRACTORS** Subrecipient shall not subcontract any of the work or services covered by this Subaward without SCDES's prior written approval.
2. **ASSIGNMENT** Subrecipient cannot assign nor transfer the Subaward or any of its provisions without SCDES's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void. A change in ownership of Subrecipient is considered an assignment.
3. **AMENDMENTS** The Subaward may only be amended by written agreement executed by both parties.
4. **RECORD KEEPING, AUDITS, & INSPECTIONS** Subrecipient shall create and maintain adequate records to document all matters covered by this Subaward. Subrecipient shall retain all such records for three (3) years or other longer period required by law after termination, cancellation, or expiration of the Subaward, and make records available for inspection and copying and audit at any time SCDES deems necessary. If any litigation, claim, or audit has begun but is not completed or if audit findings have not been resolved at the end of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Subrecipient shall allow SCDES to inspect facilities and locations where activities under this Subaward are to be performed on reasonable notice. Unjustified failure to produce any records or materials required under this Subaward may result in immediate termination of this Subaward with no further obligation on the part of SCDES.

[REFERENCE: For federal subrecipients, see 2 CFR 200.333]

5. TERMINATION

- a. Either party may terminate this Subaward by providing thirty (30) days written notice of termination to the other party.
- b. SCDES funds for this Subaward are payable from federal sources. If funds are not granted or otherwise available to SCDES to pay the charges or fund activities under this Subaward, it shall terminate upon written notice to Subrecipient without any further obligation by SCDES, except the obligation to pay for allowable expenses already incurred. Unavailability of funds will be determined in SCDES's sole discretion. SCDES has no duty to reallocate funds from other programs or funds not granted specifically for the purposes of this Subaward.
- c. SCDES may terminate this Subaward for cause, default, or negligence on Subrecipient's part at any time without thirty days advance written notice. Failure to comply with the terms and conditions

of this Subaward may result in a delay in payment, request for additional documentation, audit, termination of the Subaward and prohibition of receiving additional awards from SCDES. SCDES may, at its option, allow Subrecipient a reasonable time to cure the default before termination.

6. **NON-DISCRIMINATION** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this Subaward on the grounds of race, religion, color, sex, age, national origin, disability, gender identity, sexual orientation, pregnancy, veteran's status, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by SCDES.

Subrecipients that administer or provide SCDES programs, activities, and services are required to adopt policies and procedures that ensure individuals with disabilities are provided with an equal opportunity to participate and equally effective communication when accessing any SCDES-funded programs, activities, and services.

7. **INSURANCE**

During the term of this Subaward, Subrecipient will purchase and maintain from the South Carolina Insurance Reserve Fund such insurance as will protect Subrecipient from the types of claims which may arise out of or result from the Subrecipient's activities under the Subaward and for which contractor may be legally liable under the South Carolina Tort Claims Act, Section 15-78-10 et seq. of the South Carolina Code of Laws. Subrecipient may be required to provide SCDES with satisfactory evidence of coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its own employees.

8. **DRUG FREE WORKPLACE** By signing this Subaward, Subrecipient certifies that it will comply with all applicable provisions of the Drug-free Workplace Act, S. C. Code of Laws, Section 44-107-10 et seq., as amended.
9. **STANDARD OF PERFORMANCE** Subrecipient will perform all services under this Subaward with at least the ordinary care and skill customary in the profession or trade. Subrecipient and Subrecipient's employees will comply with all professional rules of conduct applicable to the provision of services under the Subaward.
10. **NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY** Any term or condition of this Subaward or any related agreements is void to the extent it: (1) requires SCDES to indemnify, hold harmless, defend, or pay attorney's fees to anyone for any reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, contract, equitable indemnification, or any other theory or claim.
11. **RELATIONSHIP OF THE PARTIES** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or of the other's employees, or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Subaward. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts or failures to act by the other party, its employees, or agents, in connection with the performance of services under this Subaward. Subrecipient's employees are not and shall not be considered SCDES employees. Subrecipient shall not take any action or make any statement that suggests or implies that Subrecipient or its employees are employees, agents, partners, or joint venturers of SCDES or have

any right or authority to bind SCDES to any agreement with a third party or to incur any obligation or liability on behalf of SCDES except to the extent expressly authorized in this Subaward.

12. **CHOICE OF LAW** The Subaward, any dispute, claim, or controversy relating to the Subaward and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
13. **DISPUTES** All disputes, claims, or controversies relating to the Subaward and subject to the South Carolina Procurement Code, S.C. Code § 11-35-10 *et seq.*, must be resolved exclusively in accordance with Article 17 of the Procurement Code, §§ 11-35-4210 through -4430. Other claims must only be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Subaward, Subrecipient consents to exclusive jurisdiction and service of process in South Carolina and to venue pursuant to this Subaward. Subrecipient agrees that any act by SCDES regarding the Subaward is not a waiver by SCDES of its sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and does not represent SCDES's consent to the jurisdiction of any court or agency of any other state.
14. **DEBARMENT** Subrecipient certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of subawards by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Subaward. If it is later determined that rendered an erroneous certification, SCDES may terminate the Subaward for cause in addition to other remedies available.
15. **SERVICE OF PROCESS** Subrecipient consents to service of process by certified mail (return receipt requested) to the address provided as Subrecipient's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.
16. **NOTICE** All notices under this Subaward may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

SUBRECIPIENT:

Brittney Martin, Grants Manager
415 South Pine Street
Walhalla, South Carolina 29691
(864) 364-5333
bmartin@oconeesc.com

SCDES PROGRAM:

Brittany Felder
Dam Safety and Stormwater Permitting Division
2600 Bull Street

Columbia, South Carolina 29201

(803) 898-4027

brittany.felder@des.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address or by mail to the named person's office.

17. **COMPLIANCE WITH LAWS** Subrecipient shall comply with all applicable laws and regulations in the performance of this Subaward.
18. **THIRD PARTY BENEFICIARY** This Subaward is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this Subaward as a third-party beneficiary or otherwise.
19. **INSOLVENCY, BANKRUPTCY, DISSOLUTION** (a) Notice. Subrecipient shall notify SCDES in writing within five (5) business days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) calendar days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State subawards and grants against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Subaward. (b) Termination. This Subaward is voidable and subject to immediate termination by SCDES upon Subrecipient's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.
20. **SEVERABILITY** The invalidity or unenforceability of any provision of this Subaward shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
21. **WAIVER** SCDES does not waive any prior or subsequent breach of the terms of this Subaward by making payments on Subaward, by failing to terminate the Subaward for lack of performance, or by failing to enforce any term of the Subaward. Only the SCDES Contracts Manager has actual authority to waive any of SCDES's rights under this Subaward. Any waiver must be in writing.
22. **PLACE OF CONTRACTING** This Subaward is deemed to be negotiated, made, and performed in the State of South Carolina.
23. **ATTACHMENTS/ADDENDA** Attachments, addenda, or other materials attached to the Subaward are specifically incorporated into and made part of this Subaward. This Subaward, with all attachments, represents the entire understanding and agreement between the parties with respect to the subject matter of this Subaward and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The terms of this Subaward without those attachments take priority over any conflicting or inconsistent terms of any other document, invoice, or communication between the parties, even if attached to the Subaward. Attachments include:

- Source of Funding (SOF)
- FFATA Checklist
- Budget
- Subaward Invoices and Supporting Documentation
- SCDES Overview of State of SC Travel Reimbursement Policies for Vendors and Subrecipients
- Risk Assessment
- DHS Standard Terms and Conditions
- Scope of Work and Milestone Table
- State Administrative Plan (February 2024)
- FEMA-State Agreement
- FY2024 Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO)
- FFY24 SCDES High Hazard Potential Dams Rehabilitation Grant NOFO
- SF-LLL "Disclosure Form to Report Lobbying"

24. PREVENTING AND REPORTING, FRAUD, WASTE AND ABUSE SCDES has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grant. No agency employee, agent, grantee or subrecipient shall direct, participate in, approve, or tolerate any violation of federal or state laws regarding FWA in government programs.

Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other "whistleblower" statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for insurance fraud or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the Federal and State laws prohibiting false claims and SCDES's policies and procedures regarding false claims may be obtained from SCDES's Grant Compliance Director or The Office of General Counsel.

Any employee, agent, or subrecipient of SCDES who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.

If Subrecipient or Subrecipient's agents, grantee or employees have reason to suspect FWA in SCDES programs, this information should be reported in confidence to SCDES. A report may be made confidentially or anonymously by writing to the Office of Internal Audits, SCDES, 2600 Bull Street, Columbia, SC 29201; or by calling the SCDES Fraud, Waste and Abuse Hotline at 803-898-7533. Subrecipient is required to inform Subrecipient's employees of the existence of SCDES's policy prohibiting FWA and the procedures for reporting FWA to the agency. Subrecipient must also inform Subrecipient's employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

25. OTHER REPRESENTATIONS OF SUBRECIPIENT Subrecipient represents, warrants, and covenants:

- (a) Subrecipient has and will maintain the professional, technical, logistical, financial, and other ability to perform its obligations under this Subaward.

- (b) Subrecipient's execution and performance of this Subaward do not and will not violate or conflict with any other obligation of Subrecipient.
- (c) Subrecipient has no conflict of interest with its obligations under this Subaward.
- (d) Subrecipient has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
- (e) Subrecipient has not previously been found in breach or default of any government subaward or grant and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government subaward or grant, except as disclosed on an Exhibit to this Subaward.
- (f) Subrecipient is not and has not been subject to a Corporate Integrity Agreement within the last seven years, except as disclosed on an exhibit to this Subaward.

26. COUNTERPARTS AND FACSIMILE SIGNATURES This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile, scanned, or electronically entered handwritten signature to this Agreement shall be deemed an original and binding upon the signing party.

27. SURVIVAL Clauses which by their nature require performance or forbearance after the Subaward period will survive termination, cancellation, or expiration of the Subaward unless expressly provided otherwise in the Subaward or an amendment.

28. TIME Unless specified otherwise: (a) "days" in this Subaward means calendar days; (b) in computing any period of time prescribed or allowed by this Subaward, the day of the event from which the designated period of time begins to run is not included; (c) if the final day of the designated period falls on a Saturday, Sunday or legal holiday for the state or federal government, then the period shall run to the end of the next business day.

29. NO ENDORSEMENT Subrecipient will not take any action or make any statement, or request SCDES take any action or make any statement, that suggests or implies that SCDES or the State of South Carolina endorses Subrecipient or its services. Subrecipient shall not publish any comments or quotes by State employees or include the State in either news releases or a published list of customers, without the prior written approval of the SCDES Contracts Manager.

30. CONFLICT OF INTEREST Subrecipient, as a non-Federal entity, must comply with 2 CFR §200.112 and §200.318 (c) (1). Subrecipient must comply with conflict-of-interest policies of the federal awarding agency and must disclose in writing any potential conflicts of interest to SCDES in accordance with applicable federal awarding agency policy. Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent of Subrecipient may participate in the selection, award, or administration of a supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm

considered for a contract. Subrecipient's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or parties to subcontract. However, Subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by Subrecipient's officers, employees, or agents.

If Subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

- 31. SUBRECIPIENT AUDIT REQUIREMENTS** Subrecipients, except for-profit entities, must submit a certification of total federal and state grant expenditures upon request from SCDES. If Subrecipient expends \$1,000,000 or more in federal awards from all sources during the fiscal year, Subrecipient must have a single or program-specific audit conducted for that fiscal year, in accordance with the provisions of 2 CFR Part 200, Subpart F.

Subrecipient shall complete and submit the audit within the earlier of 30 calendar days after receipt of the auditor's reports(s), or nine months after the end of the audit period. -Subrecipient agrees to send one copy of any audit conducted under the provisions of 2 CFR Part 200, Subpart F, to:

SC Department of Environmental Services
 Director for the Bureau of Financial Management
 2600 Bull Street
 Columbia, SC 29201

Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to SCDES's Office of Internal Audits.

Non-federal entities that expend less than \$1,000,000 a year in total federal awards, from all sources, are exempt from the Federal audit requirements of 2 CFR Part 200, Subpart F for that year, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

A subrecipient is prohibited from charging the cost of an audit to federal awards if the subrecipient expended less than \$1,000,000 from all sources of federal funding in the Contractor's fiscal year. If the subrecipient expends less than \$1,000,000 in federal funding from all sources in the subrecipient's fiscal year, but obtains an audit paid for by non-federal funding, then SCDES requests a copy of that audit to be sent to:

SC Department of Environmental Services
 Director for the Bureau of Financial Management
 2600 Bull Street
 Columbia, SC 29201
 Email: celeste.osterberg@des.sc.gov
 Phone: (803) 898-3547

If a subrecipient utilizes an indirect cost rate, the subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency OR an indirect cost rate reviewed and approved by an external auditor in accordance with GAAP. Otherwise, only direct charges will be allowed under the terms and conditions of this Agreement.

32. **FFATA REPORTING** As a recipient of federal funds, Subrecipient is required to report the following minimum data elements to SCDES. Additional data elements may be required by subsequent OMB guidance or regulation.

(DO NOT ENTER THIS INFORMATION IN THE FEDERAL REPORTING DATABASE, ONLY REPORT IT BACK TO SCDES. THE SCDES BUREAU OF FINANCIAL MANAGEMENT IS RESPONSIBLE FOR REPORTING THIS INFORMATION TO THE FEDERAL GOVERNMENT.)

1. *Unique Entity Identifier (UEI) number*
2. *Subaward number*
3. *Subrecipient name as registered in the Central Contractor Registration*
4. *Amount of award received*
5. *Total Amount of contract award*
6. *Date subaward signed by both parties*
7. *Total subaward period*
8. *Physical location of primary place of performance*
 - a. *State*
 - b. *Population*
 - c. *City*
 - d. *Congressional District*
 - e. *County*
 - f. *Area of Benefit (i.e., state, county, city, school district)*
9. *Top 5 most highly compensated officers and their compensation*

33. **AUDIT** Subrecipients who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by SCDES raise reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by SCDES pass-through funds.

34. **LOBBYING** Subrecipients and Grantees, including subcontractors, sub grantees, and subrecipients who receive federal funds pursuant to this agreement, are prohibited from using any of the federal funds to engage in lobbying activities, and must adhere to applicable statutes and regulations as a condition of receiving the federal funds. These prohibited activities include both direct and "grass roots" lobbying at the federal, state, and local levels, legislative and executive functions.

No part of any grant or subaward funds will be used to pay the salary or expenses of any person related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking

and administrative processes within the executive branch of that government. This prohibition shall include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

31 U.S.C. § 1352 certification (45 CFR Part 93).

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$25,132 and not more than \$251,322 for each such failure. NOTE: These amounts are adjusted annually for inflation at 45 CFR part 102. 2025 amounts are \$25,132 and \$251,322".

35. COPYRIGHT/PATENT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this Contract shall belong to SCDES. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Contractor irrevocably assigns and agrees to assign all right, title, and interest in such work to SCDES. Contractor irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to SCDES. Contractor shall execute without additional compensation any additional documents SCDES may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.

36. FORCE MAJEURE: Neither party will be responsible for failures to perform caused by extraordinary circumstances beyond its reasonable control, including, but not limited to, war, sabotage, riots, civil disobedience, acts of governments and government agencies, labor disputes, accidents, fires, acts of terrorism,

SUBAWARD NUMBER: _____

epidemics/pandemics, or natural disasters. The delayed party will perform its obligations within a reasonable time after the cause of the failure has been remedied, and the other party will accept the delayed performance.

The parties to the Subaward hereby agree to any and all provisions of the Subaward as stipulated herein.

SUBAWARD NUMBER: _____

SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES

OCONEE COUNTY

BY: _____
Myra Reece
Agency Director

BY: _____
Stewart Jones
County Administrator

DATE: _____

DATE: _____

MAILING ADDRESS:

SCDES

Bureau of Water

2600 Bull Street

Columbia, SC 29201

(803) 898-4027

MAILING ADDRESS:

REMITTANCE ADDRESS: (if different from mailing address)

TAX/EMPLOYER ID#: _____

TYPE OF ENTITY (check one):

☐ Corporation

☐ LLC

☐ Partnership

☐ Nonprofit organization

☒ Government agency or political subdivision -
specify state if not SC: _____

☐ Other Governmental body (specify) _____

☐ Individual/sole proprietor

☐ Other (specify) _____

If a corporation or LLC, or nonprofit organization:

State of incorporation/organization:

Registered agent and address in South Carolina:

SCDLLR or other license #

SUBAWARD SOURCE OF FUNDING (SOF) # 1

- (1) Subaward # _____ (2) Subaward Amendment # N/A
- (3) Subrecipient Name Oconee County
- (4) Subrecipient's Unique Entity Identifier (UEI #) L5FWNJYNWJB4
- (5) Grant Award Title FY24 Rehabilitation of High Hazard Potential Dams (HHPD)
- (6) Federal Award Identification Number (FAIN) EMA-2024-GR-05016 (7) FAIN Date 9/25/2024
- (8) Primary Grant Project Period Start Date _____ End Date _____
- (9) Subaward Project Period Start Date Date of Last Signature End Date 9/24/2027
- (10) Current Subaward Period of Performance Start Date Date of Last Signature End Date 9/24/2027
- (11) Amount of Federal Funds Obligated by this Action \$ 811,372
- (12) Prior Periods Obligated \$ 0 (13) Obligated Total \$ 811,372
- (14) Total Amount of Federal Award Committed to the Subrecipient \$ 811,372
- (15) Federal Award Project Description (Please use space below to detail the Project Description):

The purpose of this subaward is to award High Hazard Potential Dams (HHPD) Federal Grant funds to support Oconee County in addressing deficiencies associated with Chattooga Lake Dam, including the installation of a new primary spillway system.

- (16) Federal Awarding Agency U.S. Department of Homeland Security
- (17) Passthrough Entity South Carolina Department of Environmental Services
- (18) CFDA # 97.041 (19) CFDA Title National Dam Safety Program
- _____
- (20) Is the Subaward Research and Development? Yes ____ No X

SUBAWARD SOURCE OF FUNDING (SOF) # 1(21) SCDES's Federally Negotiated Rate at time of Grant Award _____ % **(NOT TO BE USED BY SUBRECIPIENT)**(22) Subrecipient's Indirect Cost: Federally Negotiated Rate* _____ % **Deminimis X No Indirect _____*A copy of the approved federally negotiated rate agreement must be submitted to SCDES prior to 1st payment.** A detailed breakdown of the various cost elements that constitute the MTDC must be submitted to SCDES prior to 1st payment**(23) Passthrough Entity (SCDES) Contact Information:**

NAME	ADDRESS	EMAIL	PHONE NUMBER
Celeste Osterberg, Grant Compliance	2600 Bull Street Columbia, SC 29201-1708	celeste.osterberg@des.sc.gov	(803) 898-3547
Brittany Felder	2600 Bull Street Columbia, SC 29201-1708	Brittany.Felder@des.sc.gov	(803) 898-4027

Prepared by _____ Date _____

(Program Signature)

Prepared by _____ Date _____

(SCDES Financial Management Signature)

SUBAWARD INVOICES AND SUPPORTING DOCUMENTATION

PREFACE

The Subrecipient is responsible for the efficient and effective administration of the federal subaward through the application of sound management practices. The Subrecipient is responsible for administering federal funds in manner consistent with the underlying agreements, program objectives, and the terms and conditions of the federal award. The Subrecipient is responsible for understanding and maintaining compliance with 2 CFR 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.”

SUPPORTING DOCUMENTATION REQUIREMENTS

This document is intended as a guide to the appropriate supporting documentation for subrecipient expenditures. This document applies to all federal subawards. Federal grantors often impose more specific, detailed and/or restrictive documentation requirements on the Agency. Based on the funding source of the subaward, SCDES may require additional documentation that is not addressed in this guide. Please refer to the “Method of Payment” section of your subaward for additional details if applicable.

All expenditures and financial transactions must be supported by documentation that supports why the transaction is allowable for grant purposes. Accounting records must trace back to source documentation. Subrecipients should design a system to organize, group, submit and retain the related information for each grant and activity. SCDES can and will audit records at any time.

Documentation must demonstrate that costs are:

- Reasonable, allocable, and allowable
- Within grant limits
- Treated consistently
- Determined in accordance with Generally Accepted Accounting Principles (GAAP) and the applicable OMB cost principles.

Retention and Availability

Supporting documentation must be retained by the Subrecipient for the entire retention period indicated in the subaward.

Supporting documentation is required as an attachment to the invoice dependent upon the individual circumstances of the subrecipient, the category of expenditure or other condition(s) cited in the subaward.

Additional supporting documentation may be requested by SCDES at any time during the subaward period of performance and retention period as a whole. **Documentation must be readily available upon request.**

Examples of Supporting Documentation

Supporting documentation includes but is not limited to the following:

- Paid receipts
- Canceled checks or check & payment registers from Subrecipient’s financial management system
- Travel logs
- Hotel/motel folios
- Journal entries
- Training or other event attendance rosters
- Time and attendance activity reports
- Payroll time sheets completed by employee and signed by supervisor
- Performance reports
- Payroll registers indicating the employee’s name, dates, hours, and costs charged to the grant
- Credit Card Statements
- Depreciation/amortization schedules
- Cost allocation plans

- Detailed audit reports including auditor's comments and corrective action plans
- 2nd tier subawards
- Contracts with and invoices from vendors or other service providers
- Policies and procedures
- Personnel position descriptions

PROCEDURES FOR SUBMITTING INVOICES

Reimbursement will be for actual allowable costs incurred and must be consistent with the approved budget incorporated into the subaward. Only expenditures obligated during the subaward period of performance can be submitted for reimbursement. Depending on the unique nature of services for a particular subaward, payments to individuals must be in the form of a check or direct deposit. No cash transactions to individuals will be reimbursed.

The invoice and any required supporting documentation should be submitted by funding source. The preferred method of submission is via email as a PDF or similar formatted attachment. The invoice must be clean and readable with all protected health information redacted.

The invoice must include:

- Subaward document number
- Subrecipient name and remittance address
- Billing period
- Funding source for which reimbursement is being requested
- If the subaward contains multiple sources of funding a separate invoice for each funding source must be submitted.
- A brief description of the Scope of Services
- An itemized listing of expenses incurred by budget category with the total amount clearly stated
- If salary or fringe benefit reimbursement is being requested, please specify the payroll periodicity such as "1st thru 16th" or "once every two weeks".

Instructions for Specific Budget Categories

The level of detailed documentation may vary based on your risk assessment and past history.

Salaries

All salaries must be supported by a time and attendance system which accurately reflects the time employees spend on federal grant activities. At the beginning of your grant period, the first invoice for reimbursement of salary expenses must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Employee #1 has an annual salary \$72,000 and is paid semi-monthly (twice a month or 24 times a year)
Employee #1 works full time for the federal program with no other funding

Monthly Invoice: Employee #1 payroll $\$72,000/24 = \$3,000$ paid on 1st and 16th = \$6,000

Employee #2 has an annual salary \$72,000 and is paid semi-monthly (twice a month or 24 times a year)
Employee #2 works part of the time (40%) for the federal program and is split funded

Monthly Invoice: Employee #2 payroll $\$72,000/24 = \$3,000 * 40\% = \$1,200$ paid on 1st and 16th = \$2,400

The Subrecipient must monitor each employee's time spent on federal grant activities to assure all final expenses are within the limits of the approved budget. By the end of the federal subaward period of availability, the value of the time must be reconciled with the invoiced expenses and approved budget. If an employee's final federal payroll exceeds the value of the time reported, the difference MUST be returned to SCDES.

Fringe Benefits, Payroll Taxes, etc.

The Subrecipient is responsible for maintaining cost documentation related to health insurance, state and federal withholdings and any other benefits paid. At the beginning of your grant period, the first invoice for reimbursement of fringe benefit expenses must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Employee #1 monthly payroll = \$6,000, FICA = 6.2% of payroll + Medicare = 1.45%
for a total of 7.65%
Employee #1 works full time on the federal program with no other split funding

Monthly Invoice: Employee #1 payroll \$6,000 * 7.65% = \$459

Example: Employee #2 is split funded and only works 40% for the federal program
Health Insurance premium per employee per month = \$600

Monthly Invoice: Employee #2 \$600 * 40% = \$240

The Subrecipient must monitor each employee's time spent on federal grant activities to assure all final expenses are within the limits of the approved budget. By the end of the federal subaward period of availability, the value of the time must be reconciled with the invoiced expenses and approved budget. If an employee's final federal payroll exceeds the value of the time reported, the pro-rata share of fringe benefits MUST be returned to SCDES.

Travel

Reimbursement of travel expenses, including mileage and subsistence (meals), will be limited to the standard rates for State employee travel in effect during the period of availability for the subaward. All rates are subject to the Office of the Comptroller General's policies and procedures in effect for the calendar year and are subject to change. The standard rates for mileage and subsistence can be found on the following website.

<https://www.cg.sc.gov/guidance-and-forms-state-agencies/travel-forms-and-mileage-rate>.

All requests for travel mileage reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (work address)
- Date(s) of the travel
- Destination (address)
- Reason for the visit
- Parking fees if applicable
- Miles traveled
- Mileage reimbursement rate (must not exceed SC State employee reimbursement rate)
- Total reimbursement requested

All requests for travel subsistence (food) reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (address)
- Destination (address)
- Date and time of departure from official headquarters or home
- Date and time of arrival to Destination
- Date and time of return to official headquarters or home
- Total reimbursement requested

Reimbursement for room and board will be at the established federal General Services Administration (GSA) rate (before taxes are applied) or below for the area of travel. All rates are subject to seasonal fluctuations and must be verified prior to making each reservation. The standard GSA rates for hotels can be found on the following website.

<https://www.gsa.gov/travel/plan-book/per-diem-rates>.

All requests for travel lodging reimbursement must include the following documentation with the invoice.

- Employee name
- Employee headquarters (address)
- Destination (address)
- Date(s) of the travel

- Hotel/Motel folio showing zero balance owed
- Total "Paid" reimbursement requested

All Other Operating Expenditures

For all other operating expenses, please submit a copy of the appropriate source document with the invoice. Refer to the "Examples of Supporting Documentation" listed above.

Indirect Cost

In the event the Subrecipient charges indirect cost, the following must be submitted:

- For federally approved negotiated rates, a copy of the indirect cost rate agreement must be submitted to SCDES upon execution of the subaward. If a copy has not been received, reimbursement cannot be completed. At the beginning of your grant period, the first invoice for reimbursement of indirect cost must demonstrate how the expense was calculated. Subsequent invoices may not require this demonstration unless specifically requested.

Example: Labor base monthly payroll = \$6,000, indirect cost rate = 19.75%

Monthly Invoice: Payroll \$6,000 * 19.75% = \$1,185

- For Subrecipients using the 10% de minimis rate, at the beginning of your grant period, the first invoice for reimbursement of indirect cost must demonstrate how the expense was calculated. Subsequent invoices do not require this demonstration.

Example: Monthly Invoice: De minimis MTDC * 10% = \$59,200

MODIFIED TOTAL DIRECT COST (MTDC)			
	MONTHLY		
BUDGET LINE ITEM	DIRECT COST	UNALLOWABLE COST	MTDC ELIGIBLE
Direct Salaries	450,000		450,000
Fringe Benefits	60,000		60,000
Travel	15,000		15,000
Equipment (non capitalized)	7,000		7,000
Equipment (capitalized)	12,000	-12,000 *1	0
Subawards	65,000	-40,000 *2	25,000
Supplies	35,000		35,000
Capital Expenditures	150,000	-150,000 *3	0
Rent	5,500	-5,500 *4	0
	799,500	-207,500 MTDC =	592,000
		De minimis 10%	59,200
*1 Capitalized equipment >= \$5,000 is unallowable for purposes of indirect cost			
*2 Only the first \$25,000 is eligible for purposes of indirect cost			
*3 Rent is unallowable for purposes of indirect cost			
*4 Capital expenditures are unallowable for purposes of indirect cost			

Journal Entries

In the event the Subrecipient's accounting records must be adjusted via journal entry, SCDES requires a written explanation as to the reason why it was done and a reconciliation with previously paid expenses if applicable.

For any journal entry that reduces the cost of a previously reimbursed expenditure, the resulting cash balance must be returned

SUBAWARD NUMBER: _____

to SCDES. The return amount cannot be not used to offset other expenditures.

For any journal entry that transfers previously posted cost to the federal subaward, the journal entry must be included on the monthly invoice.

Overview of State of SC/DES Travel Reimbursement Policies for Vendors & Subrecipients

Updated JANUARY 1, 2026

Non-state employees, including sub-recipients, who are on official, approved travel status for DES related- business AND whose contract with DES states specifically that they follow the State travel reimbursement policies follow the same State/DES travel reimbursement policies that State employees follow. And they must provide the same documentation and receipts that a state employee would provide.

DES and the State Comptroller General's Office have the authority to deny any travel reimbursement requests that do not follow the State and DES travel reimbursement policies. This overview is not a substitute for reading and understanding the full travel reimbursement policies in the DES Travel Manual. Please see the manual for more detailed information.

Note that if a non-state employee is traveling from out-of-state to SC while on official, approved travel status for DES related-business, all of the trip's reimbursable expenses are processed as in-state and the meals follow the State of SC's in-state rates. If a non-state employee travels from SC to out-of-state while on official, approved travel status for DES related-business, all of the trip's reimbursable expenses are processed as out-of-state and the meals follow the State of SC's out-of-state rates.

TRAVEL REIMBURSEMENT DOCUMENTATION REQUIREMENTS:

1. DES 103 Manual Travel Expense Report. A DES manual travel expense report is available upon request in PDF and Excel formats. The vendor must complete a DES 103 Manual Travel Expense Report or comparable form and must include the following information:

- the itemized expenses for each day
- the departure time from home or office for the first day of their trip
- the arrival time to home or office for the last day of their trip
- signature for the vendor's traveling employee
- signature for the DES supervisor involved with the vendor's project

2. DES 104 Out-of-State Travel Form. This form is required to be completed if DES is reimbursing or paying travel expenses for DES related business conducted outside of the state of South Carolina.

3. DES 178 Travel Log. Optional, available tool for the traveler to keep track of their travel expenses.

4. Receipts.

- Itemized, paid receipts are required for the following types of expenses:
 - **Lodging.** Must show hotel name, hotel address, name of room occupant, dates of stay, amount charged for nightly rate, taxes and fees, and total amount due. When reimbursing the employee, the hotel invoice must show a zero balance to support reimbursing the employee.
 - **Airfare.** Must show airfare rate/charges and flight itinerary. Airline baggage fees are reimbursable and require receipt.
 - **Other transportation** such as major buses, Amtrak and rental cars. Taxis, subways, metro, etc., do not require receipt; however, please explain amounts on travel form.
 - **Miscellaneous expenses**, such as the following, purchased for DES-related business use while on travel status:
 - parking,
 - telephone calls,
 - internet/wi-fi access, gasoline for rental or State cars. Receipt must include vehicle tag

number. (Considered Misc. Travel Expense but uses 5031530000 Gasoline GL code),

- faxes,
- maps, and other supplies
- **Registration fees.** Must include paid registration receipt showing event name, dates, amount paid, and an agenda showing if meals are included in fee or not.
- Receipts are NOT required for the following reimbursable travel expenses:
 - Regular meal receipts at or below State allowances and not included in registration fees are not required.
 - Tolls, taxi, subway, airport shuttle, metro, and portage (mandatory charge for carrying bags in/out of hotel, NOT a tip).

OVERVIEW OF MOST COMMON TRAVEL EXPENSES:

MILEAGE.

- Mileage is only reimbursed when driving their own car. Mileage is not reimbursed for using a rental car.
- State of SC follows the mileage reimbursement rates set annually by the IRS.

MILEAGE TYPE	Reimbursement Rate* for travel dates...	
	7/1/2025 TO 12/31/2025	1/1/2026 TO 12/31/2026
REGULAR MILES	\$0.675 per mile	\$0.72 per mile
REDUCED MILES	\$0.635 per mile	\$0.68 per mile

*Rate published by the Office of the Comptroller General. Rate may change annually on Jan 1.

MEALS.

- Must be at least 10 miles from their assigned headquarters and residence on official, approved travel status for DES related business for DES to reimburse for meals.
- DES follows the State of SC meal reimbursement rates, NOT the Federal GSA meal and incidental rates.
- Meals for non-state employees who are on official, approved travel status for DES-related business are reimbursable ONLY at the State daily allowable meal amounts.
- DAILY MEAL ALLOWANCE RATES

DAILY	In-State	Out-of-State	Departure from home or HQ...	Arrival back to home or HQ...
Breakfast	\$8.00	\$10.00	prior to 6:30 am	after 11:00 am*
Lunch	\$10.00	\$15.00	prior to 11:00 am	after 1:30 pm
Dinner	\$17.00	\$25.00	prior to 5:15 pm	after 8:30 pm
Maximum	\$35.00	\$50.00	prior to 6:30 am	after 8:30 pm

*The time limitation for breakfast will not apply for overnight trips with early morning returns.

- The travel expense report must include the departure time from home or headquarters for the first day of the trip and the arrival time back to home or headquarters for the last day of the trip.
 - For the first day of the trip, they would use the Departure column in the table above to decide which meals they are eligible for based on their departure time. For example, they must depart home or HQ before 6:30am on the first day to be eligible for breakfast reimbursement.
 - For the middle days of the trip, times are not required, and they receive the maximum in-state or out-of-state daily amount for meals if meals are not included already in a registration or hotel stay.

- For the last day of the trip, they would use the Arrival column in the table above to decide which meals they are eligible for based on their arrival time. For example, they must arrive back at home or HQ after 8:30pm on the last day to be eligible for dinner reimbursement.
- Meals for one-day trips (no overnight stay) follow the same daily allowable amounts listed above but they follow special rules for reimbursement eligibility.
 - One Day Trip (No Overnight Stay and Meal NOT Included with Registration). In most cases, one-day meals are NOT reimbursable. If the employee has a one-day trip with no overnight stay, meals are not reimbursable unless they are at least 10 miles from headquarters and residence AND meet these other requirements:
 - Dinner is reimbursable only if the employee leaves headquarters before 5:15 pm and returns after 10:00 pm.
 - Breakfast and lunch are not reimbursable for one-day trips unless the employee has written Bureau Director approval AND follows the departure and arrival times for both meals.
 - Meals already paid as part of a registration fee are not reimbursable to the employee.
 - Any meals claimed for a one-day trip are subject to income tax, except for non-optional meals included in registration fees. Please talk with your tax consultant regarding any reporting requirements.
- If the non-state employee attends a conference or meeting where the registration fee includes a meal, then the non-state employee is not reimbursed for that meal, unless a valid, written justification is provided to explain why they couldn't participate in the meal.
 - Meals Included with Registrations:
 - If an employee is requesting reimbursement for a registration fee they paid that includes a meal(s) (breakfast, lunch, or dinner; NOT a continental breakfast or "reception"), State policy requires that meals included in registration fees at no option be separated from the total amount of the registration fee and claimed as a meal at the State rate on the travel document. This does not result in any loss of reimbursement to the employee, but is simply a matter of accounting.
 - If a meal is included in a direct bill registration fee or lodging fee, the employee should not claim additional reimbursement unless the employee is unable to eat the included meal and pays for a substitute meal out-of-pocket. The claim will be restricted to the same rates as any other meal reimbursement.
- If the hotel provides a hot breakfast (including a hot protein like eggs, bacon, etc.; does not include a "continental" breakfast) as part of the hotel rate, they do not receive a separate breakfast reimbursement. They only receive a breakfast reimbursement if they pay for breakfast out of their own pocket and it meets the time-of-day restrictions for the meal reimbursements.

LODGING.

- Must be at least 50 miles from their assigned headquarters and residence on official, approved travel status for DES related business for DES to reimburse or pay hotel direct bill for overnight accommodations.
- Paid lodging "folio" receipt showing nightly rate is required for reimbursement.
- **State of SC agencies follow the official GSA maximum lodging rates, available at [GSA.gov](https://www.gsa.gov).** The nightly rate before taxes charged by the hotel must be at or below the GSA max lodging rate. The GSA max lodging rate is before taxes. Taxes on the GSA max lodging rate are reimbursable.
- Be aware that some hotels may say they have a "government" or "special" rate, but it may still be higher than the official GSA max lodging rate. State of SC only acknowledges the official GSA max rate.

AIRFARE. When making airline reservations, whoever makes the reservation should secure the most cost- efficient flight, taking advantage of any cost savings that may be available at the time of travel. In accordance with State policy, "State agencies and employees shall select air carriers based on cost and time criteria, not on whether frequent flyer premiums are given. First class and business class airlines tickets are not allowed." The employee must fly at the lowest rate available, and any extras will be at the employee's cost.

- Itemized airfare receipt is required showing entire itinerary.
- Baggage fee is reimbursable and baggage receipts must be included with travel reimbursement claim.
- Any charges for flight changes must include an explanation/justification. Charges for flight changes can only be reimbursed if there is a cost benefit to Agency to change the flight.

RENTAL CAR. If the non-state employee drives a RENTAL CAR while on official, approved travel status for DES related business, then the mandatory, non-optional expenses on the rental company's invoice can be paid.

- Requires paid receipt.
- In addition to the fee to rent the car, the rental company may also charge for mileage used while the car is rented, where they check the rental car's odometer before and after the trip. If that is on the rental company's bill, DES can pay that.
- Optional items can NOT be paid or reimbursed by DES.
- DES can NOT reimburse the non-state employee for personal-car mileage at the current IRS mileage rates when a rental car is used instead of a personal car.
- DES can reimburse the non-state employee for gasoline for the rental car during the rental period. The gas receipt or credit card statement showing the expense must be provided WITH the rental car's license plate number written on the receipt. Note that the rental car license plate often appears on the rental car receipt or contract. Gas for a rental or State car is considered a Misc. Travel Expense but uses 5031530000 Gasoline GL code.

TAXI, AIRPORT SHUTTLE, AND METRO. These three types of "other transportation" do NOT require receipts but are reimbursable. If they do have the paid receipt, it is nice to see it with the travel reimbursement, but again, the receipt is not required for these. Tips are NOT reimbursable.

TOLL ROADS. Reimbursable but receipts are NOT required.

TIPS VS. PORTERAGE. Tips are NOT reimbursable. Porterage, a mandatory charge for carrying bags in/out of a hotel, is reimbursable and does NOT require a receipt.

MISCELLANEOUS TRAVEL EXPENSES.

- Reimbursed with a paid receipt:
 - parking fees,
 - gas for rental or State car (with car license plate number written on receipt) (considered a Misc Travel Expense but uses 5031530000 Gasoline GL code),
 - internet/Wi-Fi access for business use,
 - hotel safe fees for business use,
 - phone calls for business use.
- Reimbursed but do not require a receipt:
 - tolls,
 - porterage (charge for carrying bags in/out of hotel-- NOT A TIP).

NOTE: Fees for online booking and travel agency bookings are not reimbursable.

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of the ____ day of _____, 2026 between **THE COUNTY OF OCONEE, SOUTH CAROLINA**, hereinafter referred to as “County” and **CHATTOOGA LAKE**, a South Carolina nonprofit corporation, hereinafter referred to as “Dam Owner.”

1. WHEREAS, on November 8, 2024 County, with the assistance of Dam Owner, submitted a High Hazard Potential Dams Rehabilitation Grant Subaward Application to the South Carolina Department of Health and Environmental Services, seeking Eight Hundred Eleven Thousand Three Hundred Seventy-Two and 00/100 (\$811,372) Dollars in grant funds (“Grant Funds”) for a project entitled “Chattooga Lake Dam SCD01637 Primary Spillway Mitigation” (the “Project”). A copy of the Grant Application is attached hereto as Exhibit A and incorporated herein by reference.
2. WHEREAS, thereafter Dam Owner agreed to provide Four Hundred Seventy-Five Thousand Nineteen and 00/100 (\$475,019) Dollars of cash contributions and in-kind services for purposes of providing, in whole or in part, the local share (“Matching Funds”) required by the Grant Application.
3. WHEREAS, County intends to enter into a Subaward Agreement with the South Carolina Department of Health and Environmental Services, committing the Grant Funds under certain terms and conditions. Upon execution, a copy of the Subaward Agreement shall be attached hereto as Exhibit C and incorporated herein by reference. The parties hereto shall further confirm their acceptance of the terms of the Subaward Agreement by signing Exhibit C when it is affixed hereto.

NOW THEREFORE,

1. As County is obligated to administer the Subaward Agreement consistent with its terms and the terms of the Grant Application, Dam Owner agrees to cooperate with County in all ways necessary to ensure County can properly fulfill its obligations in relation to the Subaward Agreement, as well the expenditure of the Matching Funds.
2. As County is required by Subaward Agreement, Grant Application and federal law to commit to provide operation and maintenance of the grant funded project for the life of the dam, in the event Dam Owner is ever unable or unwilling to provide operation and maintenance of the dam, Dam Owner agrees to immediately transfer ownership of dam to County, at no cost whatsoever, whereupon the Chattooga Lake will become a publicly accessible lake. County has authority to enforce this provision by specific performance if Dam Owner fails to transfer ownership of dam to County within 10 days of County’s demand.
3. Dam Owner agrees to provide all construction and materials for Project in accordance with County’s procurement policies and, further, to provide County’s procurement director with substantiating evidence thereof.
4. Dam Owner represents, covenants, and warrants that it will neither take, nor fail to take, any action that would cause County to be in violation of the Subaward Agreement’s terms or applicable local, state, or federal law, and that it will indemnify, defend, and hold County harmless for any claims or damages arising in relation to the Project and the Subaward

Agreement, including its administration.

5. Dam Owner agrees to not restrict County or the South Carolina Department of Health and Environmental Services from accessing the Chattooga Lake Dam for purposes related to the Grant Funds and this MOU.
6. All records, documents, and other materials associated with the High Hazard Potential Dams Rehabilitation Grant and this MOU shall be made available by Dam Owner to County upon request and will be maintained for a minimum of five (5) years hereafter.
7. This MOU may not be assigned by either party without the prior written consent of the other party.
8. Nothing herein shall be construed to create a joint venture or partnership between the parties or an employer/employee or agency relationship. Neither party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.
9. No failure by either party to insist upon the strict performance by the other party of any covenant, agreement, term, or condition of this MOU, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this MOU, but each and every covenant, condition, agreement, and term of this MOU shall continue in full force with respect to any other then existing or subsequent breach.
10. This MOU may be executed by scanned signature, facsimile, or electronic means, in one or more counterparts, each of which shall be deemed an original and, when taken together, will constitute one instrument.

IN WITNESS WHEREOF, County and Dam Owner have caused this Memorandum of Understanding to be executed and delivered as of the day and year first above written.

IN THE PRESENCE OF:

**THE COUNTY OF OCONEE,
SOUTH CAROLINA**

By: _____
Name: _____
Title: _____

CHATTOOGA LAKE

By: _____
Name: _____
Title: _____

EXHIBIT A

(SEE ATTACHED)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2026-22**

**AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 6 OF THE
OCONEE COUNTY CODE OF ORDINANCES TO REPEAL THE ADOPTION
OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; AND
OTHER MATTERS RELATED THERETO.**

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

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

WHEREAS, S.C. Code § 6-9-50 establishes the mandatory building and related codes and standards that counties must adopt by reference, and the International Property Maintenance Code is not among the codes mandated by that section;

WHEREAS, S.C. Code § 6-9-60 establishes permissive building and related codes and standards that counties may, but are not required to, adopt by reference, including the International Property Maintenance Code;

WHEREAS, on January 3, 2023, the County, through Ordinance 2022-26, adopted by reference the 2021 International Property Maintenance Code as Section 6-51 of the Code of Ordinances, together with certain local modifications;

WHEREAS, County Council has reviewed the operation, scope, and effect of Section 6-51 of the Code of Ordinances and finds that the International Property Maintenance Code grants broad regulatory authority over the condition and use of private property under standards that are subjective in application;

WHEREAS, County Council finds that the legitimate public health, safety, and welfare interests served by the International Property Maintenance Code are independently addressed by other provisions of law, including the mandatory building, residential, fire, plumbing, mechanical, fuel gas, electrical, and energy conservation codes adopted pursuant to S.C. Code § 6-9-50; the common law and statutory law of nuisance in the State of South Carolina; the authority of the South Carolina Department of Health and Environmental Control and its successor agencies over matters of sanitation and public health; and other provisions of the Code of Ordinances of Oconee County;

WHEREAS, County Council finds that the protection of private property rights is a foundational interest of the citizens of Oconee County and that the repeal of the International Property Maintenance Code as a regulatory authority of the County advances that interest without compromising the legitimate health, safety, and welfare interests of the County;

WHEREAS, County Council has therefore determined to repeal Section 6-51 of the Code of Ordinances, to remove the International Property Maintenance Code from the codes and standards adopted by the County under Section 6-40 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 6-51 of the Oconee County Code of Ordinances, entitled “International Property Maintenance Code,” is hereby repealed in its entirety. The section number shall be reserved within the Code of Ordinances.
2. Section 6-40 of the Oconee County Code of Ordinances, entitled “General,” is hereby amended to remove the reference to the International Property Maintenance Code from the list of permissive codes adopted by the County. The remaining permissive codes adopted by the County under Section 6-40 shall consist of the International Existing Building Code, the International Performance Code for Buildings and Facilities, and the International Swimming Pool and Spa Code, each as set forth in the editions previously adopted by the County.
3. All references to the International Property Maintenance Code appearing elsewhere in the Code of Ordinances are hereby repealed to the extent of such reference. The County Attorney is directed to identify and prepare for codification any conforming amendments necessary to effectuate the repeal accomplished by this Ordinance.
4. Any enforcement action commenced under Section 6-51 of the Code of Ordinances prior to the effective date of this Ordinance shall abate on the effective date hereof,

and no further enforcement action shall be taken on the basis of the International Property Maintenance Code on or after the effective date of this Ordinance. Nothing in this Ordinance shall be construed to prevent the County from pursuing any enforcement action available under any other provision of law on the basis of conduct or conditions previously alleged to constitute a violation of the International Property Maintenance Code.

5. The County Administrator is directed to update all public-facing materials, internal policies, complaint forms, and operational procedures of the Code Enforcement Division and any other department or division of the County to reflect the repeal accomplished by this Ordinance, and to report to County Council on the completion of such updates within sixty (60) days following the effective date of this Ordinance.
6. Codification. The County Attorney, County Administrator, Clerk to Council, and codifier are authorized to take all actions necessary to codify this Ordinance, including renumbering, formatting, correcting scrivener's errors, updating cross-references, and making non-substantive changes necessary to effectuate the intent of County Council.
7. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
8. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
9. All other terms, provisions, and parts of the Code of Ordinances, and specifically the remainder of Chapter 6, not amended hereby, directly or by implication, shall remain in full force.
10. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by County Council. Otherwise, the provisions of this Ordinance shall be effective under the pending ordinance doctrine from the date of approval of first reading.

Signatures on Following Page

ORDAINED in meeting, duly assembled, this _____ day of _____, 2026.

ATTEST:

Jennifer C. Adams
Clerk to Oconee County Council

Matthew Durham
Chairman, Oconee County Council

First Reading: June 16, 2026
Second Reading: June 22, 2026
Third Reading: July 07, 2026
Public Hearing: July 07, 2026

MARKETPLACE

864.973.6676

upstatetoday.com

NOTICES

PUBLISHERS NOTICE
This newspaper will not knowingly accept any false or misleading advertising. We advise you to investigate on your own, and take any steps necessary to ascertain the validity of any advertising before exchanging money or entering into any contractual agreements. The Journal provides no guarantees and will not be held liable for any items or services advertised.

ANNOUNCEMENTS

PUBLIC AUCTION. Sat., June 20 at 9:30 am. 510 Stoller Rd., Bamberg, SC (Hwy 301S, half mile from Dukes BBQ). Selling for Bamberg County Office on Aging, Barnwell County Local Motion, local estate, contents of restaurant, consignments, including 10 transit buses/vans, cars, pickups, trucks, 53 ft. semi-trailer, golf carts, ATV's, shop equipment, tools, lawnmowers, much more! Call 803-860-0712 to consign. Accepting consignments June 15th thru June 19th (9am – 6 pm each day). Browse web: www.cogbumauction.com

We Buy Houses for Cash AS IS! No repairs. No fuss. Any condition. Easy three step process: Call, get cash offer and get paid. Get your fair cash offer today by calling Liz Buys Houses: 1-855-704-3381

WANTED EMPLOYMENT

Advertise Your Driver Jobs
in 80 S.C. newspapers for only \$375. Your 25-word classified ad will reach more than 2.1 million readers! Call Randall Savely at the S.C. Newspaper Network, 1-888-727-7377

PETS

REPORT YOUR LOST PET to Oconee County Animal Shelter 888-0221 or email info to: ocas@netmds.com
You may include a photo. We will contact you if we find your pet.

Oconee Humane Society offers low-cost spay/neuter vouchers to ALL Oconee County residents. **Find out more at oconeehumane.org or call 864-882-4719**

MISCELLANEOUS FOR SALE

Prepare for power outages today with a Generac Home Standby Generator. Act now to receive a FREE 5-Year warranty with qualifying purchase. Call 1-844-775-0366 today to schedule a free quote. It's not just a generator. It's a power move.

Audien Hearing. The world's first hearing aid with touchscreen controls. No tiny buttons, apps or prescriptions. 45-day risk free trial. Free shipping. Lifetime support. More than 1.5 million happy customers. Call Audien 1-855-620-9614.

AUCTIONS

ADVERTISE YOUR AUCTION...
in 80 S.C. newspapers for only \$375. Your 25-word classified will reach more than 2.1 million readers. **Call Randall Savely at the S.C. Newspaper Network, 1-888-727-7377**

Help wanted. New precast concrete plant in Clinton SC looking for welder, carpenter, mechanic, electrician, crane operator, concrete truck drivers, concrete forming and finishing, patchers, safety manager and general labor. Full time plus benefits. Contact Jeff Turner at 814-280-2638 or jturner@cpsprecast.com

NOTICE OF PUBLIC SALE: Pursuant to SC Self-Service Storage Facility Act & to satisfy Owner's lien Storage Sense located at 2254 Sandifer Blvd. Westminster, SC. 29693 intends to sell the personal property described below. Everything sold is purchased AS-IS for cashier's check or money orders NO CASH. See and bid on all units 24/7 at www.lockerfox.com Bidding ends on Wednesday, July 8th @ 11am. Storage Sense reserves the right to refuse any bid or rescind any purchase until the winning bidder takes possession of the property. **TERMS** are listed on the auction website. B0041, Alice Crowe, Hatch; B0227, Jody Brown, Henderhutch; B0428, Destiny Cope, Desk; B0505, Austin Jongema, Bicycles; B10112, Johnathan Brown, Rug.

PUBLIC AUCTION. Surplus Government Vehicles and Equipment. CITY OF ROCK HILL, SC. Saturday, June 20 at 10am. 757 South Anderson Rd. Rock Hill, SC. Selling Police Cars, Tahoes, SUV's, pickup trucks, UTV's, garbage trucks, mowers and more. www.ClassicAuctions.com. Tony Furr. NCAF5479/5508/SCAL2893R. 704-791-8825

SERVICES

DIRECTV OVER INTERNET – Get your favorite live TV, sports and local channels. 99% signal reliability! CHOICE Package, \$84.99/mo for 12 months. HBO Max and Premium Channels included for 3 mos (w/ CHOICE Package or higher). No annual contract, no hidden fees! Some restrictions apply. Call IVS 1-855-237-9741

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ADVERTISE YOUR VACATION PROPERTY FOR RENT OR SALE
To more than 2.1 million South Carolina newspaper readers. Your 25-word classified ad will appear in 99 S.C. newspapers for only \$375. Call Alanna Ritchie at the South Carolina Newspaper Network, 1-888-727-7377.

HOUSES FOR SALE

PUBLISHERS NOTICE
All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination.

crimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

LEGALS

CLERK OF COURT'S SALE 2025-CP-37-00266 BY VIRTUE of a decree heretofore granted in the case of: Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Freddie Mac Seasoned Credit Risk Transfer Trust, Series 2024-2 against Faith M. Lewis; et al., I, the undersigned Clerk of court for Oconee County, will sell on July 6, 2026 at 11:00 AM, Oconee County Courthouse, 205 West Main Street, Walhalla, SC 29691, to the highest bidder: All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, Tugaloo Township, Westminster District, Hopewell Community, containing 1.095 acres, more or less, being shown and delineated according to a plat of survey prepared by Wayne R. Garland, RLS, dated June 16, 1961, and recorded in Plat Book P-47, Page 252, records of Oconee County, South Carolina, to which said plat reference is craved for a more particular description thereof. This being the same property conveyed to Otis L. Lewis and Whillie F. Lewis, as joint tenants with right of survivorship and not as tenants in common, by deed from Ethel A. Rich aka Ethel I. Rich dated September 28, 1991 and recorded on September 28, 1991 in the Office of the Register of Deeds for Oconee County, South Carolina, in Book 14-N at Page 91. Subsequently, Whillie F. Lewis died on November 28, 2020 vesting her interest in the subject property to Otis L. Lewis by operation of law. Thereafter the property was conveyed to Faith M. Lewis, Olethia R. White, and Terrestrial F. Gurbuz by deed of distribution of the Estate of Otis L. Lewis dated March 4, 2024 and recorded March 5, 2024 in the Office of the Register of Deeds for Oconee County, South Carolina in Book 3046 at Page 114. Property Address: 126 Davis Bridge Road, Westminster, SC 29693 Parcel No. 262-00-01-095 Pursuant to South Carolina Supreme Court Administrative Order 2022-02-17-02, protective masks are no longer required in county courthouses; however, any person who is at risk or concerned about the dangers of COVID-19 may continue to wear a mask inside any courthouse, subject to a request from judges, courthouse staff, or law enforcement to briefly remove that mask during the presentation of a case or when necessary for security or identification purposes. **TERMS OF SALE: The successful bidder, other than the plaintiff, will deposit with the Clerk of court, at conclusion of the bidding, five percent (5%) of the amount bid, in certified check, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to plaintiff's debt in the case of non-compliance. Should the last and highest bidder fail or refuse to make the required deposit at the time of bid or comply with the terms of the bid within twenty (20) days, then the Clerk of court may re-sell the property on the same terms and conditions on some subsequent Sales Day (at risk of the said highest bidder). If such sale is made to the Plaintiff or its assigner for more than the total debt at the time of the sale, the Plaintiff shall have thirty (30) days to tender the difference between the total debt at the time of the sale and the sale price. A personal or deficiency judgment being waived by Plaintiff, the sale shall close on the Sales Day. Purchaser to pay for documentary stamps on Clerk of court's Deed. The successful bidder will be required to pay interest on the amount of the balance of the bid from date of sale to date of compliance with the bid at the rate of 5.25% per annum. **SAVE AND EXCEPT ANY RELEASES, DEEDS OF RELEASE, OR PRIOR CONVEYANCES OF RECORD, SUBJECT TO ASSESSMENTS, COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.** In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order. Melissa C. Burton Clerk of Court for Oconee County Bell Carrington Price & Gregg, LLC 339 Heyward Street, 2nd Floor Columbia, SC 29201 803-509-5078 / File # 25-41312 Attorney for Plaintiff 7954**

The City of Seneca is accepting grant applications for the use of Accommodations Tax monies. Approximately \$10,000 in funding is available. The deadline to apply is Wednesday, July 1, 2026, at 5:00 pm at the Seneca City Hall. These funds are available for tourism-related projects, programs, events, and promotions. Applicants must propose to use funds for the promotion of tourism in Seneca. Applications are available on the city's website: www.seneca.sc.us and at Seneca City Hall located at 221 E. N. First St, Seneca, SC 29678. For more information or an application contact City Hall at 864-885-2700

NOTICE TO CREDITORS OF ESTATES
All persons having claims against the following estates MUST file their claims on FORM #371ES with the Probate Court of OCONEE County, the address of which is 415 S PINE ST Walhalla SC 29691, within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (SCPC 62-3-801, et seq.), or such persons shall be forever barred as to their claims. All claims are required to be presented in written statements on the prescribed form (FORM #371ES) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.
Estate: JANE W PARADISE AKA ALANTHA JANE WILLIAMS PARADISE
Date of Death: 1/25/2026
Case Number: 2026ES3700155
Personal Representative: JOHN G MOORE
Address: 321 KATAMA WAY POOLER, GA 31322
Estate: SHARON SIMMERS CHUMLEY
Date of Death: 2/18/2026
Case Number: 2026ES3700295
Personal Representative: JULIETTE HARRIS
Address: 424 BATTERY CIRCLE LAKE WYLLIE, SC 29710
Attorney, if applicable: LYDIA HOST-ING
Address: 252 LATITUDE LANE SUITE 102
Estate: CAROLYN M CHAPMAN
Date of Death: 12/16/2025
Case Number: 2026ES3700301
Personal Representative: BRIAN STEVE CHAPMAN

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Estate: LARRY DAVIS MCCALL
Date of Death: 4/9/2026
Case Number: 2026ES3700346
Personal Representative: RYAN D MCCALL
Address: 200 WATERCREST DRIVE LEXINGTON, SC 29072
Attorney, if applicable: RICHARD H. MCDUFF, ATTORNEY AT LAW
Address: 135-C EAGLE'S NEST DRIVE SENECA, SC 29678

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Estate: LARRY RANDY LEE
Date of Death: 5/14/2026
Case Number: 2026ES3700334
Personal Representative: ANGELA LEE TEMPEST
Address: 350 OWENS DRIVE WEST UNION, SC 29696

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Estate: JAMES WESLEY BROWN SR.
Date of Death: 1/9/2026
Case Number: 2026ES3700205
Personal Representative: BRENDA GALE GOODING
Address: 607 BRYANT CROSSING DRIVE WEST UNION, SC 29696

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Estate: SARAH GILLESPIE SEALE
Date of Death: 4/22/2026
Case Number: 2026ES3700345
Personal Representative: LESLIE SEALE BLACK
Address: 100 PARK PLAZA DRIVE SECAUCUS, NJ 07094
Attorney, if applicable: RICHARD H. MCDUFF, ATTORNEY AT LAW
Address: 135-C EAGLE'S NEST DRIVE SENECA, SC 29678

Address: 115 MANLEY FARM ROAD WALHALLA, SC 29691

Estate: FREDERICK RAY COOPER
Date of Death: 4/19/2026
Case Number: 2026ES3700306
Personal Representative: RUTH COOPER
Address: 225 LEROY ROAD SENECA, SC 29672

Estate: LARRY DAVIS MCCALL
Date of Death: 4/9/2026
Case Number: 2026ES3700346
Personal Representative: RYAN D MCCALL
Address: 200 WATERCREST DRIVE LEXINGTON, SC 29072
Attorney, if applicable: RICHARD H. MCDUFF, ATTORNEY AT LAW
Address: 135-C EAGLE'S NEST DRIVE SENECA, SC 29678

Estate: MICHELLE LYNN LEGGETT
Date of Death: 4/22/2026
Case Number: 2026ES3700349
Personal Representative: ZOE RHAME WARMOTH
Address: 203 MEADOW WOOD DRIVE GREENVILLE, SC 29615
Attorney, if applicable: JOEL STODDENMIRE
Address: 104 S MAIN ST #900 GREENVILLE, SC 29601
Co - Personal Representative: KAREN LEIGH LEGGETT
Address: 12 BURLINGTON CIRCLE BEAUFORT, SC 29906

Estate: JAMES WESLEY BROWN SR.
Date of Death: 1/9/2026
Case Number: 2026ES3700205
Personal Representative: BRENDA GALE GOODING
Address: 607 BRYANT CROSSING DRIVE WEST UNION, SC 29696

Estate: JOHN VAN ANTWERP BOEHME
Date of Death: 3/24/2026
Case Number: 2026ES3700322
Personal Representative: FIRST-CITIZENS BANK AND TRUST COMPANY C/O NOELLE B. BEATTIE
Address: PO BOX 29522 RALEIGH, NC 27626
Attorney, if applicable: JESSICA MERLIVO HAFDIN
Address: 600 S TRYON STREET SUITE 2300

Estate: SARAH GILLESPIE SEALE
Date of Death: 4/22/2026
Case Number: 2026ES3700345
Personal Representative: LESLIE SEALE BLACK
Address: 100 PARK PLAZA DRIVE SECAUCUS, NJ 07094
Attorney, if applicable: RICHARD H. MCDUFF, ATTORNEY AT LAW
Address: 135-C EAGLE'S NEST DRIVE SENECA, SC 29678

Estate: LARRY RANDY LEE
Date of Death: 5/14/2026
Case Number: 2026ES3700334
Personal Representative: ANGELA LEE TEMPEST
Address: 350 OWENS DRIVE WEST UNION, SC 29696

STATE OF SOUTH CAROLINA COUNTY OF OCONEE IN THE PROBATE COURT TENTH JUDICIAL CIRCUIT 2013-ES-37-656 IN THE MATTER OF ESTATE OF JERRY CECIL OWENS, SR. AKA JERRY CECIL OWENS AKA JERRY C. OWENS SUMMONS
Terry Katherine Wilson
kathy Phillips Owens, Petitioner, -vs-
Windy A. Dobbs, Pamela Nicole Bagwell, Estate of Kevin Glenn Owens and Jerry Cecil Owens II, Respondents.

YOU ARE HEREBY SUMMONED and required to Answer to the Petition herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to this Petition upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Petition, judgment by default will be rendered against you for the relief demanded in the Petition.
DERRICK, RITTER, WILLIAMS & MORRIS, PA
Emma W. Morris (SC Bar #9080)
Attorney for Petitioner
P O Box 795, Seneca SC 29679
864-882-2747
emma@drwmllaw.com
March 24, 2026

STATE OF SOUTH CAROLINA COUNTY OF OCONEE IN THE PROBATE COURT TENTH JUDICIAL CIRCUIT 2013-ES-37-656 IN THE MATTER OF ESTATE OF JERRY CECIL OWENS, SR. AKA JERRY CECIL OWENS AKA JERRY C. OWENS SUMMONS
Terry Katherine Wilson fka Kathy Phillips Owens, Petitioner, -vs-
Windy A. Dobbs, Pamela Nicole Bagwell, Estate of Kevin Glenn Owens and Jerry Cecil Owens II, Respondents.

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DERRICK, RITTER, WILLIAMS & MORRIS, PA
Emma W. Morris (SC Bar #9080)
Attorney for Petitioner
P O Box 795, Seneca SC 29679
864-882-2747
emma@drwmllaw.com
April 7, 2026

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Estate: AARON GOLDSMITH
Date of Death: 3/26/2026
Case Number: 2026ES3700236
Personal Representative: JOAN GOLDSMITH
Address: 1843 COFFEE ROAD WESTMINSTER, SC 29693
Attorney, if applicable: Co - Personal Representative: GEORGE DRUMMOND, JR.
Address: 109 RED TIP DRIVE WESTMINSTER, SC 29693

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Estate: LARRY DAVIS MCCALL
Date of Death: 4/9/2026
Case Number: 2026ES3700346
Personal Representative: RYAN D MCCALL
Address: 200 WATERCREST DRIVE LEXINGTON, SC 29072
Attorney, if applicable: RICHARD H. MCDUFF, ATTORNEY AT LAW
Address: 135-C EAGLE'S NEST DRIVE SENECA, SC 29678

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Estate: LARRY DAVIS MCCALL
Date of Death: 4/9/2026
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Personal Representative: RYAN D MCCALL
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Attorney, if applicable: RICHARD H. MCDUFF, ATTORNEY AT LAW
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Estate: LARRY DAVIS MCCALL
Date of Death: 4/9/2026
Case Number: 2026ES3700346
Personal Representative: RYAN D MCCALL
Address: 200 WATERCREST DRIVE LEXINGTON, SC 29072
Attorney, if applicable: RICHARD H. MCDUFF, ATTORNEY AT LAW
Address: 135-C EAGLE'S NEST DRIVE SENECA, SC 29678

Address: 1006 ROYAL SUMMIT DRIVE SENECA, SC 29678

Estate: NANCY ANNE WILSON
Date of Death: 10/29/2025
Case Number: 2026ES3700320
Personal Representative: KATHERINE STOGNER REPRESENTATIVE FOR THE PRIVATE TRUST COMPANY, NA
Address: PO BOX 1929 FORT MILL, SC 29716

Estate: ALFRED WADE BLACKWELL
Date of Death: 5/16/2026
Case Number: 2026ES3700355
Personal Representative: ELAINE L RHOLETTER
Address: 320 DRY RIDGE WESTMINSTER, SC 29693

Estate: ROBERT JOHN ZIEGLER
Date of Death: 4/19/2026
Case Number: 2026ES3700368
Personal Representative: ROBERT DAVID ZIEGLER
Address: 3812 BURBERRY DRIVE SOUTH LA FAYETTE, IN 47905
Attorney, if applicable: SCOTT ALLMON
Address: 1606 BLUE RIDGE BLVD SENECA, SC 29678

Estate: THOMAS PATRICK PULLEN
Date of Death: 4/30/2026
Case Number: 2026ES3700321
Personal Representative: MARGO SALENE RHODES
Address: 361 KELLY MILL RD SENECA, SC 29672

Estate: LARRY LEWIS CAMPBELL
Date of Death: 5/5/2026
Case Number: 2026ES3700339
Personal Representative: MARY MARLENE CAMPBELL
Address: 719 ROCKSTONE DRIVE SENECA, SC 29678

Estate: SHARON LEE DECORAH
Date of Death: 4/28/2026
Case Number: 2026ES3700344
Personal Representative: BRANDY DECORAH
Address: 309 ZION HILL RD SENECA, SC 29678

Estate: DENNIS KERRY OWENS
Date of Death: 4/26/2026
Case Number: 2026ES3700348
Personal Representative: WANDA RECH
Address: 257 BOUNTYLAND RD SENECA, SC 29672

Estate: JAMES FRANKLIN PAYNE
Date of Death: 3/4/2026
Case Number: 2026ES3700286
Personal Representative: SCOTT F PAYNE
Address: 51 CHAMP LN OTTO, NC 28763

NOTICE TO CREDITORS OF ESTATES

All persons having claims against the following estates MUST file their claims on FORM #371ES with the Probate Court of OCONEE County, the address of which is 415 S PINE ST Walhalla SC 29691, within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (SCPC 62-3-801, et seq.), or such persons shall be forever barred as to their claims. All claims are required to be presented in written statements on the prescribed form (FORM #371ES) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.
Estate: JAMES EARL SMITH
Date of Death: 1/6/2026
Case Number: 2026ES3700044
Personal Representative: DENA SMITH
Address: 1154 STRIBLING SHOALS ROAD WALHALLA, SC 29691
Estate: VICKIE ANNETTE SANDERS
Date of Death: 3/4/2026
Case Number: 2026ES3700332
Personal Representative: MICHAEL RALPH DYAR
Address: 9132 WEST OAK HWY SENECA, SC 29678
Attorney, if applicable: PAUL HAMMACK
Address: 223 WEST STONE AVE GREENVILLE, SC 29609
Estate: JULIA TURNER ASHLEY HOLBROOKS
Date of Death: 5/27/2026
Case Number: 2026ES3700374
Personal Representative: REBECCA A WRIGHT
Address: 2825 OLD CEDAR FALLS ROAD ASHEBORO NC 27203
Estate: ARKUS JOE TOWE
Date of Death: 5/29/2026
Case Number: 2026ES3700381
Personal Representative: KRISTY NABORS
Address: 110 STAMP CREEK ROAD SALEM, SC 29676
Estate: ELROY IBARRA
Date of Death: 5/23/2026
Case Number: 2026ES3700369
Personal Representative: LEYDA MONTSERRAT IBARRA
Address: 305 WEEPING WILLOW ROAD SENECA, SC 29672
Estate: JANICE ANN SMITH HARPER
Date of Death: 3/19/2026
Case Number: 2026ES3700297
Personal Representative: RUBY PELL SMITH
Address: 414 HESSE HWY WALHALLA, SC 29691
Estate: PAMELA ANNE MADDEN JAYNES
Date of Death: 6/4/2026
Case Number: 2026ES3700386
Personal Representative: JOHN ROBERT DIROMA
Address: 113 BEECHWOOD DRIVE GREER, SC 29651
Estate: CHARLES CONRAD LONG
Date of Death: 5/15/2026
Case Number: 2026ES3700358
Personal Representative: MICHAEL E. WILLIAMS
Address: 3110 E PADGETT ST SENECA, SC 29678

Central Planning Commission will hold a public hearing on July 7, 2026 at 6:30 pm at Town Hall for the following proposed item(s):
Request: Planned Unit Development - Major Change
Applicant: Youngblood Development
Property Location: Southwest corner of Eighteen Mile Road and SC Highway 88
Tax Map #: 4074-00-16-4323 (1.18 acre GC to PUD)
4074-00-35-5969, 4074-00-36-6483, 4074-00-36-8027 (7.33 acre unzoned to PUD)
Requested Zoning: PUD-R - Planned Development Documents relating to the above docket are available for public inspection in the office of the Town Clerk.
STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
CA No. 2026-CP-37-00422
COUNTY OF OCONEE
Chickasaw Association, Inc. Plaintiff, vs
Alan Butterworth, if not deceased; if deceased, then Alan Butterworth's and any other deceased parties' Heirs, Devisees, Personal Representatives, Successors, Assigns, Spouses, and Creditors, and all others claiming through him or them any right, title, estate, interest in or lien upon the real estate described in the Complaint herein, including any unknown adults, minors, or persons under legal disability, being a class designated as John Doe, and including any unknown persons in the

ORDINANCE 2026-18 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 OWNED BY OCONEE COUNTY AND LOCATED AT MOORES ROAD, SENECA, SOUTH CAROLINA, SUCH PROPERTY CURRENTLY IDENTIFIED BY TAX PARCEL NUMBER 4074-00-36-10017; AND OTHER MATTERS RELATED THERETO.
ORDINANCE 2026-21 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 OWNED BY OCONEE COUNTY AND LOCATED AT OWENS ROAD AND MOORES ROAD, SENECA, SOUTH CAROLINA, SUCH PROPERTY CURRENTLY IDENTIFIED BY TAX PARCEL NUMBER 4074-00-36-10017; AND OTHER MATTERS RELATED THERETO.
ORDINANCE 2026-22 AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 6 OF THE OCONEE COUNTY CODE OF ORDINANCES

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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, Larry Davidson, 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 10, 2026

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

Subscribed and sworn to before me this
1/10/2026




Larry Davidson
General Manager


Velma J. Nelson
Notary Public
State of South Carolina

FILED PLACE

864.973.6676

upstatetoday.com

HOUSES FOR SALE

PUBLISHERS NOTICE

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

LEGALS

Public Notice

Linda A. Traynor, of the South Carolina Department of Health and Environmental Control, is a Construction in Navigable Waters Permit to remove 177 cubic yards of silt by using an excavator on a barge at the edge of the shoreline and transported by barge to the off-load staging area. The silt will be removed from under and around the privately owned dock located at 122 Fair Haven Ct in Seneca, SC on Lake Keowee. Comments will be received by South Carolina Department of Health and Environmental Control at 2600 Bull St, Columbia SC 29201, ATTN: Charles Hightower, Division of Water Quality, until January 23, 2025.

Public Notice

Sharon Swindale has applied to the South Carolina Department of Health and Environmental Control for a Construction in Navigable Waters Permit to remove 256 cubic yards of silt by using an excavator on a barge at the edge of the shoreline and transported by barge to the off-load staging area. The silt will be removed from under and around the privately owned dock located at 13058 Janda Road in Seneca, SC on Lake Keowee. Comments will be received by South Carolina Department of Health and Environmental Control at 2600 Bull St, Columbia SC 29201, ATTN: Charles Hightower, Division of Water Quality, until January 23, 2025.

The Oconee County Aeronautics Commission meeting scheduled for Thursday January 29, 2026 has been canceled.

The meeting will instead be held on Tuesday January 27, 2026 at 3:30 p.m. in the Oconee County Chambers located at 415 S. Pine St., Walhalla, SC.

MEETING NOTICE OF THE PIONEER RURAL WATER DISTRICT

5500 West-Oak Hwy., Westminster, SC
Tuesday January 13, 2026 @ 3:00 p.m.

Agenda:
Call To Order
Concerns of the District
Limited: 2 citizens per meeting, for 5 minutes,
prior scheduling required.
Agenda & Non Agenda Items: Combined both
are limited to a total of forty (40) minutes, four
(4) minutes per person.
Approval of Minutes
Financial Report / System Report
Treatment Plant PER Discussion
Old Business
New Business
Adjourn

The Oconee County Council will meet in 2026 on the first and third Tuesday of each month with the following exceptions:

June and November meetings, which will be only on the third Tuesday of each of these months; October 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 Friday, February 20, 2026 to establish short- and long-term goals. This meeting will be held off-site at 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 5, 2027 in Council Chambers at which point they will establish their 2027 Council and Committee meeting schedules. Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2026 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 17, May 19, July 21, & September 15, 2026.

The Transportation Committee at 4:30 p.m. on the following dates: February 17, May 19, July 21, & September 15, 2026.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: April 7, June 16, August 18, & October 06, 2026. The Planning & Economic Development Committee at 4:30 p.m. on

the following dates: April 7, June 16, August 18, & October 06, 2026. The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: Friday, February 20th [Strategic Planning Retreat], Friday, February 27th [Budget Workshop] and 4:30 p.m. on the following dates: March 3, April 21, & May 5, 2026.

The Corinth-Shiloh Fire Commission will meet during 2026 on the third Thursday of each month. All Commission meetings, unless otherwise noted, will be held at the Corinth-Shiloh Fire Department, 940 Old Clemson Highway, Seneca, SC 29672, at 6:00 p.m. in the training room.

The Commission will hold two budget workshops on Tuesday, February 12, and Tuesday, March 6, at 6:00 p.m. at the fire department. The annual budget meeting will be held on Thursday, March 19, 2026, at 6:00 p.m.

Additional Commission meetings and/or workshops may be scheduled throughout the year as needed. A monthly schedule is available at the fire department.

Members of the Commission are invited to attend Corinth-Shiloh Volunteer Fire Department meetings, trainings, and community activities. These events will have no Commission agenda items and no Commission action will be taken. The monthly department meeting is held on the first Monday of each month. Training is held on the third Monday of each month, as well as the Saturday following the third Monday. A monthly schedule of activities, including dates and times, is available at the fire department.

Several fire department ceremonies are planned for 2026, to which the Fire Commission is invited. These events will have no Commission agenda items and no Commission action will be taken. Scheduled events include Meet the Chief on January 15 from 5:00 p.m. to 6:00 p.m., and the Transfer of Command on Friday, February 27, at 6:00 p.m. Summer and fall family events, Station Open Houses and other community fire department events, and the annual Christmas dinner has not yet been scheduled. Once finalized, dates, times, and locations will be available at the fire department. These events will have no Commission agenda items and no Commission action will be taken.

Commission agendas will be available and publicized no later than the day prior to the scheduled meeting and/or workshop at www.corinthshilohfd.com. All meetings and workshops, with the exception of executive sessions, are open to the public.

CLASSIFIEDS WORK!

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
Chairman Pro Tem
District IV

J. Glenn Hart
District V



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

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

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

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

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

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

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

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

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

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

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



PUBLIC HEARING SIGN IN SHEET

Oconee County Council Meeting

July 07, 2026 ~ 6:00 p.m.

ORDINANCE 2026-18 AN ORDINANCE OF OCONEE COUNTY, SOUTH CAROLINA, CONFIRMING THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED IN OCONEE COUNTY; AUTHORIZING THE LEASE OF SUCH CERTAIN OCONEE COUNTY-OWNED REAL PROPERTY TO CARRA H. ORR; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2026-19 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 OWNED BY OCONEE COUNTY AND LOCATED AT MOORES ROAD, SENECA, SOUTH CAROLINA, SUCH PROPERTY CURRENTLY IDENTIFIED BY TAX PARCEL NUMBER 240-00-04-014; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2026-20 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 OWNED BY OCONEE COUNTY AND LOCATED AT OWENS ROAD AND MOORES ROAD, SENECA, SOUTH CAROLINA, SUCH PROPERTY CURRENTLY IDENTIFIED BY TAX PARCEL NUMBER 520-36-10-017; AND OTHER MATTERS RELATED THERETO.

ORDINANCE 2026-21 AN ORDINANCE TO ESTABLISH AN AGREEMENT WHEREBY OCONEE COUNTY WILL ACT AS PROJECT SPONSOR AND SUBRECIPIENT FOR CHATTOOGA LAKE CLUB, A PRIVATE ENTITY, IN ITS UTILIZATION OF FEDERAL FUNDS FROM THE HIGH HAZARD POTENTIAL DAMS REHABILITATION GRANT SUBAWARD, DISPERSED THROUGH THE PASS-THROUGH ENTITY, SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES, TO CHATTOOGA LAKE CLUB, FOR THE PURPOSE OF DAM REPAIRS AND REHABILITATION, IN ACCORDANCE WITH OCONEE COUNTY ORDINANCES, AND OTHER RELATED MATTERS THERETO.

ORDINANCE 2026-22 AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 6 OF THE OCONEE COUNTY CODE OF ORDINANCES TO REPEAL THE ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; AND OTHER MATTERS RELATED THERETO.

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

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

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

	Ordinance #	ORD 2026-18	ORD 2026-19	ORD 2026-20	ORD 2026-21	ORD 2026-22
1.	KEN HAYNES				✓	
2.	Lynda Airey				✓	
3.	Rita Phillips				✓	
4.	Jim Phillips				✓	
5.	Gabe Korte					

	2020-18	2020-19	2020-20	2020-21	2020-22
6. Lori Korte				✓	
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Public Comment
SIGN IN SHEET
6:00 PM

July 07, 2026

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

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	DAVID GULLY	SOLID WASTE TIPPING FEES
2	KEN HAN	
3	Don Massey	WM Speedway
4	DATE Deb Massey	WM Speedway
5	Audra Baldwin	WM Speedway
6	Edward Baldwin	WM Speedway
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- The Memorandum of Understanding between Oconee County and Chattooga Lake Club that has been drafted by Mr Chumley states that in the event Dam Owner is ever unable or unwilling to provide operation and maintenance of the dam, Dam Owner agrees to immediately transfer ownership of dam to County, at no cost whatsoever, whereupon the Chattooga Lake will become a publicly accessible lake. County has authority to enforce this provision by specific performance if Dam Owner fails to transfer ownership of dam to County within 10 days of County's demand.
- Based on FEMA grant requirements, we have submitted revised wording to Mr Chumley that provides more detail defining lack of maintenance on our part.
 - As County is required by Subaward Agreement, Grant Application and federal law to exercise a legally enforceable Operations and Maintenance Agreement with the Dam Owner that ensures that the dam will be maintained by the eligible subrecipient if not maintained according to the Operations and Maintenance Plan by the Dam Owner. If Dam Owner is determined to be negligent by SCDES and FEMA in following SCDES Dams and Reservoirs Safety Act Regulations and it is determined in an Administrative hearing that Remedial Measures and associated fines are not in compliance, and if no other option remains, such that the County would be required, absent the legal prohibition noted above, to expend public funds on private property, and if required by County and at no cost to County, Dam Owner will dedicate Chattooga Lake and the Chattooga Lake Dam, including all related and appurtenant structures, to the County for use by, or for the benefit of, the public.
 - At the very least, add the statement "If Dam Owner is determined to be negligent by SCDES and FEMA in following SCDES Dams and Reservoirs Safety Act Regulations and it is determined in an administrative hearing that Remedial Measures and associated fines are not in compliance"

OR include this in the O&M Legal Agreement

**Oconee County
Administration**

**Amanda F. Brock
Administrator**

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

Phone: 864 638-4245
Fax: 864 638-4246

E-mail:
abrock@oconeesc.com

COUNCIL

John Elliott,
District I

Matthew Durham
Chairman
District II

Don Mize
District III

Julian Davis
District IV

J. Glenn Hart
District V



November 7, 2024

Mr. John M. McCain, PE, Manager
SC Department of Environmental Services
2600 Bull Street
Columbia, SC 29201

Re: FY2024 High Hazard Potential Dams (HPPD) Rehabilitation Grant Subaward

Dear Mr. McCain:

As part of the High Hazard Potential Dam grant process, Oconee County (hereafter "Subapplicant") understands that certain assurance statements and/or certifications are required. I am the chief executive of the Subapplicant and I have the authority to make the assurances below on my own behalf and on behalf of the Subapplicant.

As the duly authorized representative of Oconee County, I certify that the Subapplicant:

1. Participates in, and complies with, federal flood insurance programs;
2. Maintains a floodplain management plan as part of Chapter 16 of the Oconee County Code of Ordinances;
3. Complies with Section 5196(j)(9) of the US Code of Laws Title 42 regarding payment of laborers and mechanics employed by contractors; and
4. Complies with the Infrastructure Investment and Jobs Act requirements concerning "Buy American" for iron and steel.

Oconee County understands that an Operation & Maintenance Agreement will be executed by all applicable parties that will create a legally binding contract providing operation and maintenance for the life of the project following dam rehabilitation completion. Oconee County will also act in accordance with the State Dam Safety Program;

Furthermore, Oconee County acknowledges that a floodplain management plan for Chattooga Lake Dam must be developed upon the execution of the project agreement and implemented not later than one year after the date of completion of construction.

I understand that these assurance statements and certifications will be relied upon as material in the decision to make an award under the High Hazard Potential Dam grant program and would like to thank the South Carolina Department of Environmental Services for their consideration.

Sincerely,

Amanda F. Brock
Administrator