



MINUTES

Aiken County Council Work Session
Tuesday, March 3, 2026
6:00 PM

Determining there was a quorum, with all Council Members present, Chairman Bunker called the meeting to order at 6:00 pm.

1. Awards Presentation to Recognize Paul Matthews & Crystal Renew.
(Jessica Stumpf, President of the SC Emergency Management Association)

2. Pending Appointment Resolutions (CC p. 41) **No new appointments made.**

3. Status of Contingency Funds (CC pp. 42-43)

| | |
|--------------------------------------------|---------|
| Aiken County Historical Museum | \$1,000 |
| Friends of the Aiken County Animal Shelter | \$200 |
| Jackson Youth Sports | \$250 |

4. Clarification and Discussion of Agenda Items
Consent Item 4- update wording in Whereas 2 "Support salaries."
Old Business 2- amended agreement

5. Calendar Reminder Dates:

- *Saturday, March 7- Frontage Road Clean up: 9- 11 am*
- *Tuesday, March 10- Aiken County Founder's Day Clean Up (KACB) 9am- 12*
- *Tuesday, March 17- Regular CC Meeting*
- *Wednesday, March 18- USCA Dinner 5:30 pm*
- *Thursday, March 19- Tall Cop Event: 9am- 1pm at NewSpring Church*
- *Friday, March 27- Kimberly- Clarke Plant Tour 9:00 am*
- *Tuesday, April 14- Regular CC Meeting*
- *Tuesday, April 21- Regular CC Meeting*

6. Executive Session (if needed)

With there being a need for an executive session, Chairman Bunker asked for a motion to go into Executive Session. Councilman Feagin made a motion, and Councilwoman Hightower seconded. Council adjourned work session at 6:20 pm by a unanimous vote and went into Executive Session.

Official recording and documents from the meeting are on file with the Council Clerk.

Respectfully submitted,

Signed:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

MINUTES



Aiken County Council MINUTES for March 3, 2026 7:00 PM, 5th Meeting of 2026

Council Administrator Form of Government for Aiken County
Council Chambers - 1930 University Parkway, Aiken, SC

A. CALL TO ORDER

Council Members Present: Chairman Gary Bunker
Ron Felder
Mike Kellems
Danny Feagin
Landon Ball
Sandy Haskell
Phil Napier
L. Andrew Siders
P. K. Hightower

Also present: Brian Sanders, County Administrator
Lynn Strom, Deputy Administrator/ CFO
Joel Duke, Assistant Administrator/CDO
Teresa Crain, Assistant Administrator
Brad Farrar, County Attorney
Katelyn Gorby, Council Clerk

B. INVOCATION – Councilwoman Hightower

C. PLEDGE OF ALLEGIANCE – Councilman Siders

D. APPROVAL OF MINUTES

1. February 17, 2026 Work Session (p. 1)
2. February 17, 2026 Regular Meeting (pp. 2-4)

Councilman Siders made a motion to approve the minutes. Councilman Haskell seconded the motion. The minutes were approved unanimously.

E. APPROVAL OF AGENDA

With there being no changes made to the agenda, Councilman Siders made a motion to approve the agenda as presented. Councilman Ball seconded the motion. The agenda was approved as presented by a unanimous vote.

F. AWARDS AND RECOGNITIONS

G. PUBLIC HEARINGS

1. Ordinance to Authorize the Council Chairman to Execute an Intergovernmental Agreement Between the Town of Burnetown and Aiken County, South Carolina for Certain Code Enforcement Activities. (County Council) (pp. 14-24) **No comments or speakers regarding this matter.**

H. OLD BUSINESS

1. Third Reading of an Ordinance to Authorize the Council Chairman to Execute an Intergovernmental Agreement Between The City of New Ellenton and Aiken County, South Carolina for Certain Code Enforcement Activities. (County Council) (pp. 5-13)

Councilman Feagin made a motion to approve the ordinance on third reading. Councilman Ball seconded the motion. The ordinance was approved and adopted on third reading by a unanimous vote.

2. Third Reading of an Ordinance to Authorize the Council Chairman to Execute an Intergovernmental Agreement Between the Town of Burnetown and Aiken County, South Carolina for Certain Code Enforcement Activities.
(County Council) **(pp. 14-24)**

Councilman Kellems made a motion to approve the ordinance on third reading. Councilman Ball seconded the motion.

Councilman Feagin made a motion to amend the ordinance, an Intergovernmental between Aiken County and the Town of Burnetown for certain code enforcement activities, with the changes requested by the Town of Burnetown as briefed to Council during our Work Session immediately preceding this meeting.

These changes are acceptable to County staff and are incorporated in the revised Agreement provided by the Town to the County prior to this meeting.

Councilman Kellems seconded the motion. The ordinance was approved and adopted as amended on third reading by a unanimous vote.

3. Second Reading of an Ordinance Approving the Terms of a Proposed Agreement Between the Board of Elections and Voter Registration of Aiken County and the City of North Augusta, South Carolina, for the Conduct of a Municipal Election to be Held on November 3, 2026.
(County Council) **(pp. 25-28)**

Councilman Felder made a motion to approve the ordinance on second reading. Councilman Ball seconded the motion. The ordinance was approved by a unanimous vote, and scheduled for third reading.

4. Second Reading of an Ordinance to Approve an Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone Tax Parcel(s) 012-05-10-016 & 012-05-10-019 Located on Larry Dee St (S-339) and Jesse Dee St (S-555) in North Augusta, SC in Council District 5 from Residential Single-Family Conservation District (RC) to Urban Development District (UD).
(County Council) **(pp. 29-40)**

Councilman Haskell made a motion to approve the ordinance on second reading. Councilman Ball seconded the motion. The ordinance was approved by a unanimous vote, and scheduled for third reading.

I. CONSENT AGENDA

1. Resolution to Appoint Members to Designated Boards, Commissions and Committees with Terms of the Appointments to Run Concurrent with that of the Appointing Member of Council.
(County Council) **(p. 41) No appointments were made.**
2. Resolution to Approve the Allocation of Funds for Various Non-Profit Agencies from the FY 2026 Council Contingency Fund.
(County Council) **(pp. 42-43)**

| | |
|---------------------------------------------------|----------------|
| Aiken County Historical Museum | \$1,000 |
| Friends of the Aiken County Animal Shelter | \$200 |
| Jackson Youth Sports | \$250 |

3. Resolution to Adopt the Natural Hazards Mitigation Plan.
(Judicial & Public Safety Committee) **(p. 44)**
4. Resolution to Accept an Award from the South Carolina Emergency Management Division, Office of the Adjutant General, under the Department of Homeland Security and the South Carolina Law Enforcement Division.
(Judicial & Public Safety Committee) **(pp. 45-47)**

5. Resolution to Accept a Grant from the South Carolina Department of Veterans' Affairs to continue to fund the Veterans Treatment Court.
(Judicial & Public Safety Committee) **(p. 48)**

J. INTRODUCTION OF ORDINANCES FOR FIRST READING

1. First Reading of an Ordinance to Delete Aiken County Code of Ordinances Chapter 11, Article III, Sections 11-28 and 11-28.1, "Emergency Services Advisory Committee," and Chapter 20, Article II, "Communications Center Board."
(County Council) **(p. 49)**
2. First Reading of an Ordinance to Amend Aiken County Code of Ordinances, Chapter 15, Article III, "Nuisances."
(County Council) **(pp. 50-73)**
3. First Reading of an Ordinance to Amend Aiken County Code of Ordinances Chapter 15, "Licenses, Permits and Miscellaneous Business Regulations," Article II, "Peddling, Soliciting, and Panhandling."
(County Council) **(p. 74)**
4. First Reading of an Ordinance Authorizing Referendum to Determine Whether the South Carolina Department of Revenue May Issue Temporary Permits in Aiken County to Allow for the Possession, Sale, and Consumption of Alcoholic Liquors by the Drink to Bona Fide Nonprofit Organizations and Business Establishments Authorized to be Licensed for Consumption-on-Premises Sales.
(County Council) **(pp. 75-77) Councilman Felder and Councilman Napier voted in opposition. Approved and scheduled for second reading by an 8-2 vote. Councilman Siders and Councilman Ball also asked that the ordinance include further description and clarification in the referendum to ensure that citizens clearly understand what they are being asked to vote on.**

Councilman Feagin made a motion to approve all Consent Agenda and Introduction of Ordinances for First Reading items. Councilman Haskell seconded the motion. The items were approved unanimously, with the exception of Councilman Felder and Councilman Napier voting opposed to Introduction of Ordinances item 4.

K. NEW BUSINESS

L. ITEMS FOR INFORMATION AND THE PUBLIC RECORD

1. Fiscal Year 2026 Aiken County Contingency Report as of February 18, 2026. **(pp. 78-79)**

M. INFORMAL MEETING OF THE WHOLE

Vicki Simons suggested that it would be helpful for each Councilmember to hold a town hall meeting annually for the constituents in their district.

Robin Mitchell, Chris Fail, and various other citizens spoke to Council on the possibly of building a skate park in Aiken County. Councilman Napier and Councilman Ball both spoke in favor.

N. EXECUTIVE SESSION

O. ITEMS REQUIRING ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION

P. ADJOURNMENT

With there being no need for an Executive Session and no further business to discuss, Chairman Bunker asked for a motion to adjourn the meeting. Councilman Feagin made a motion, and Councilman Haskell seconded the motion. The meeting was adjourned at 7:43 pm.

Official recording and documents of the meeting are on file with the Council Clerk.

Respectfully submitted,

Signed:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

Sponsor(s) : County Council
First Reading : February 17, 2026
Second Reading : March 3, 2026
Public Hearing : February 17, 2026
Third Reading : March 17, 2026
Effective Date :

I, _____
Council Clerk, certify that this Ordinance was
published for a Public Hearing on 1/31/2026.

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Approve an Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone Tax Parcel(s) 012-05-10-016 & 012-05-10-019 Located on Larry Dee St (S-339) and Jesse Dee St (S-555) in North Augusta, SC in Council District 5 from Residential Single-Family Conservation District (RC) to Urban Development District (UD).

WHEREAS:

1. An application was filed proposing an amendment to the Aiken County Zoning and Development District Atlas to rezone tax parcel(s) 012-05-10-016 & 012-05-10-019 Located on Larry Dee St (S-339) and Jesse Dee St (S-555) in North Augusta, SC in Council District 5 from Residential Single-Family Conservation District (RC) Urban Development District (UD); and
2. The Aiken County Planning Commission, at its meeting on January 15, 2026, reviewed the application and adopted by a 5 to 2 vote a motion recommending that the County Council deny tax parcel 012-05-10-019, and adopted by a 5 to 2 vote a motion recommending that the County Council approve tax parcel 012-05-10-016 for said proposed rezoning; and
3. At its meeting on February 17, 2026, the Aiken County Council held a public hearing on the proposed amendment, said hearing having been duly publicized in a newspaper in general circulation in Aiken County and the affected property having been previously posted by sign in accordance with the applicable sections of the Aiken County Code of Ordinances; and
4. The Aiken County Council desires to act on said application.

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

1. The proposed amendment to the Aiken County Official Zoning and Development District Atlas to rezone Tax Parcel(s) 012-05-10-016 & 012-05-10-019 Located on Larry Dee St (S-339) and Jesse Dee St (S-555) in North Augusta, SC in Council District 5 from Residential Single-Family Conservation District (RC) Urban Development District (UD) is hereby approved by the Aiken County Council.
2. The Aiken County Planning & Development Department is hereby directed to notify the Aiken County Planning Commission of this action by the County Council, and to amend appropriately the Aiken County Official Zoning and Development District Atlas.
3. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed to the extent necessary to give effect to this Ordinance.
4. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are severable.
5. Council hereby waives any requirement that this Ordinance be referred to a committee of council or be recommended by a committee of council.

This Ordinance shall become effective on _____.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
Brad Farrar, County Attorney

COUNCIL VOTE:



Joel T. Duke, AICP
Chief Development Officer

**SUMMARY OF AIKEN COUNTY PLANNING COMMISSION FINDINGS AND
RECOMENDATIONS
CONCERNING A PROPOSED MAP OR TEXT AMENDMENT**

Date: February 10, 2026

Proposed Amendment: To Approve an Amendment to the Aiken County Official Zoning and Development District Atlas to Rezone Tax Parcels 012-05-10-016 & 012-05-10-019 Located on Larry Dee St (S-339) and Jesse Dee St (S-555) in North Augusta, SC in Council District 5 from Residential Single-Family Conservation District (RC) Urban Development District (UD).

Planning Commission Findings: The applicant is requesting rezoning of the existing properties in order to expand the existing business that is located along Edgefield Rd (US-25).

Planning Commission Recommendation and Vote: The Aiken County Planning Commission, at its meeting on January 15, 2026, reviewed said application and adopted by a 5 to 2 vote a motion recommending the **denial** of tax parcel number 012-05-10-019, and adopted by a 5 to 2 vote a motion recommending the **approval** of tax parcel number 012-05-10-016.

Additional comments: Additional information, including application, maps, and staff recommendations, is included in the Planning and Development Staff report dated January 8, 2026

Attachments: Planning and Development Staff Report

Report submitted by:

A handwritten signature in blue ink, appearing to read "Joel T. Duke".

Joel T. Duke, AICP
Chief Development Officer/Planning Commission Secretary



REZONING APPLICATION

Rezoning – RC, Residential-Single-Family Conservation District; HCO, Highway Corridor Overlay to UD, Urban Development District.

DATE

January 8, 2026

PROPOSED DEVELOPMENT

Petitioner:

Thomas Fletcher Proctor

Property Owner:

Thomas Fletcher Proctor

Agent:

Location:

Aiken County Tax Parcel Numbers: 012-05-10-016 & 012-05-10-019

Larry Dee St (S-339)/Jesse Dee St (S-555)

North Augusta, SC

Development Status and History

Submission Status:

No previous rezoning application for properties exists.

Previous Approvals:

None

Conditions of Previous Approvals:

N/A

Property Configuration

Acresage:

Total +/- 0.50, tax parcels 012-05-10-016 & 012-05-10-019

Number of Lots and Configuration:

Access of two (2) parcels off of Larry Dee St. and Jesse Dee St.

**RC, Residential- Single-Family
Conservation District and
HCO, Highway Corridor
Overlay to UD, Urban
Development District**

Page 2 of 6

- Current Use:* The subject properties are undeveloped currently, but are being used as overflow for the existing business (landscaping and auto sales) fronting Edgefield Rd (US-25). It should be noted that action was taken by Aiken County Code Enforcement on 10/28/2025, and disposed of on 11/17/2025 regarding violations of Section 24-4.11 – Parking, storage and use of non-recreational vehicles and equipment in Residential Districts. The properties are bordered to the north, east and west by Myrtle Park, a residential subdivision with a RC zoning classification. To the south, is zoned UD within a HCO.
- Proposed Uses:* The rezoning application for the proposed two parcels is being requested for zoning map amendment consideration from it's current RC and HCO designation to UD zoning. Applicant has indicated their intent for expansion of existing business.
- Consistency with the Adopted Future Land Use Plan* The Aiken County Comprehensive Plan Update, 2014–2024, adopted by Council Ordinance 16-08-04 and effective June 6, 2016, addresses the future land use needs and objectives for the county. Section 7, Land Use Element of the plan outlines trends, conditions and needs to understand the relationship of, physical and economic development, as well as ensuring land use compatibility and development patterns are applied consistently countywide.
- The proposed zoning classification could be considered compatible and consistent with the existing zoning pattern in the adjacent area along Edgefield Rd.
- Current Zoning:* The subject property comprises two parcels totaling +/- 0.5 acres, which are zoned RC/HCO.

RC, Residential Single-Family Conservation District

- Permitted Land Uses: This district is intended to foster, sustain, and protect areas in which the principal use of land is

**RC, Residential- Single-Family
Conservation District and
HCO, Highway Corridor
Overlay to UD, Urban
Development District**

Page 3 of 6

for single-family dwellings and related support uses, and to reserve sufficient undeveloped land to meet future single-family housing demands. This district also is intended to encourage infilling and expansion of "like development" consistent with the character of existing development.

- **Minimum Lot Size: Residential** – Minimum lot size shall be eighty (80) percent of the average size of existing lots of record within the area in which the use is proposed, measured within one thousand (1,000) feet of the proposed use. All existing lots three acres or smaller shall be included in the calculation of "average lot size." Existing lots larger than three (3) acres shall be considered to be three acres for purpose of calculating average lot size. Lots not entirely contained within the 1,000-foot radius of the proposed lot shall not be included in the calculation. All lots included in the calculation must be recorded on the Aiken County tax maps. Where such measurement or calculation is inconclusive, the following minimums shall apply: one (1) acre per unit without community water and sewer; one-half (½) acre minimum without community sewer; fourteen thousand (14,000) square feet with community water and sewer.

Non-residential – 43,000 square feet

- **Minimum Lot Width at Building Line:** 80 feet
- **Structures per Lot:** One residence per lot
- **Maximum Impervious Surface:** 35%
- **Residential Setbacks:** Front: 50/40/30 feet depending on the street classification; Side: 10 feet; Rear: 20 feet.

The intended use listed by the applicant is not permitted under the RC zoning.

HCO, Highway Corridor Overlay District

The purpose of the HCO is to protect and enhance the appearance of developments and to improve traffic flow along primary commercial corridors.

**RC, Residential- Single-Family
Conservation District and
HCO, Highway Corridor
Overlay to UD, Urban
Development District**

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The application of the HCO applies to property parcels fronting on or within 200 feet of the right-of-way of the roads delineated within the HCO per Section 24-2.12.3.

Proposed Zoning:

UD, Urban Development District

- Permitted Land Uses: This district is intended to accommodate much of the projected growth in the County. The UD District is projected to have adequate infrastructure in place to support urban development. The UD is a mixture of uses, providing a full range of residential uses as well as commercial, institutional, and industrial uses.
- Minimum Lot Size: Residential – Minimum lot size ten thousand (10,000) square feet for one residential unit: Four thousand (4,000) for each additional unit
- Non-residential – 5,000 square feet
- Minimum Lot Width at Building Line: 40 feet
- Structures per Lot: No limit on the number of principal structures and buildings, provided such uses shall meet lot area, setback and all other applicable requirements.
- Maximum Impervious Surface: 70%
- Residential Setbacks: Front: 50/40/30 feet depending on the street classification; Side: 5 feet; Rear: 20 feet.
- Non-residential Setbacks: Front: 50/40/30 feet depending on the street classification; Side: 5 feet; Rear: 15 feet.

The intended use listed by the applicant is permitted under the UD zoning.

| | |
|-------------------------------------------|------------------------------------------------------------------------------------------------|
| <i>Surrounding Developments and Uses:</i> | North of the subject site – RC, Single-family residential |
| | South of the subject site – UD, Urban Development, commercial; HCO |
| | East of the subject site – RC, Single-family residential |
| | West of the subject site – RC, Single-family residential |
| <i>Street Extensions or New Streets:</i> | No new streets being proposed. Legal access exists on Larry Dee St and Jesse Dee St |
| <i>Water and Sewer:</i> | The subject property is situated within the City of North Augusta Water and Sewer service area |

PLANNING STAFF EVALUATION

Reviewed by: Amanda J. Sievers
Development Official

Recommendation: Approval, with the following notes:

1. Proposed rezoning is compatible with the Comprehensive Plan.
2. The proposed zoning is consistent with the existing zoning pattern along Edgefield Rd (US-25)

Staff Comments:

The stated objective of the proposed intent of the property is to expand the existing business, which is located in the UD and HCO district. The expressed intent would not be out of character with the surrounding properties that front Edgefield Rd.

ATTACHMENTS

1. Application
2. Location Map
3. Zoning Map



www.aikencountysc.gov

Aiken County
Planning and Development Department
1930 University Parkway, Suite 2800
Aiken, SC 29801
(803) 642-1520

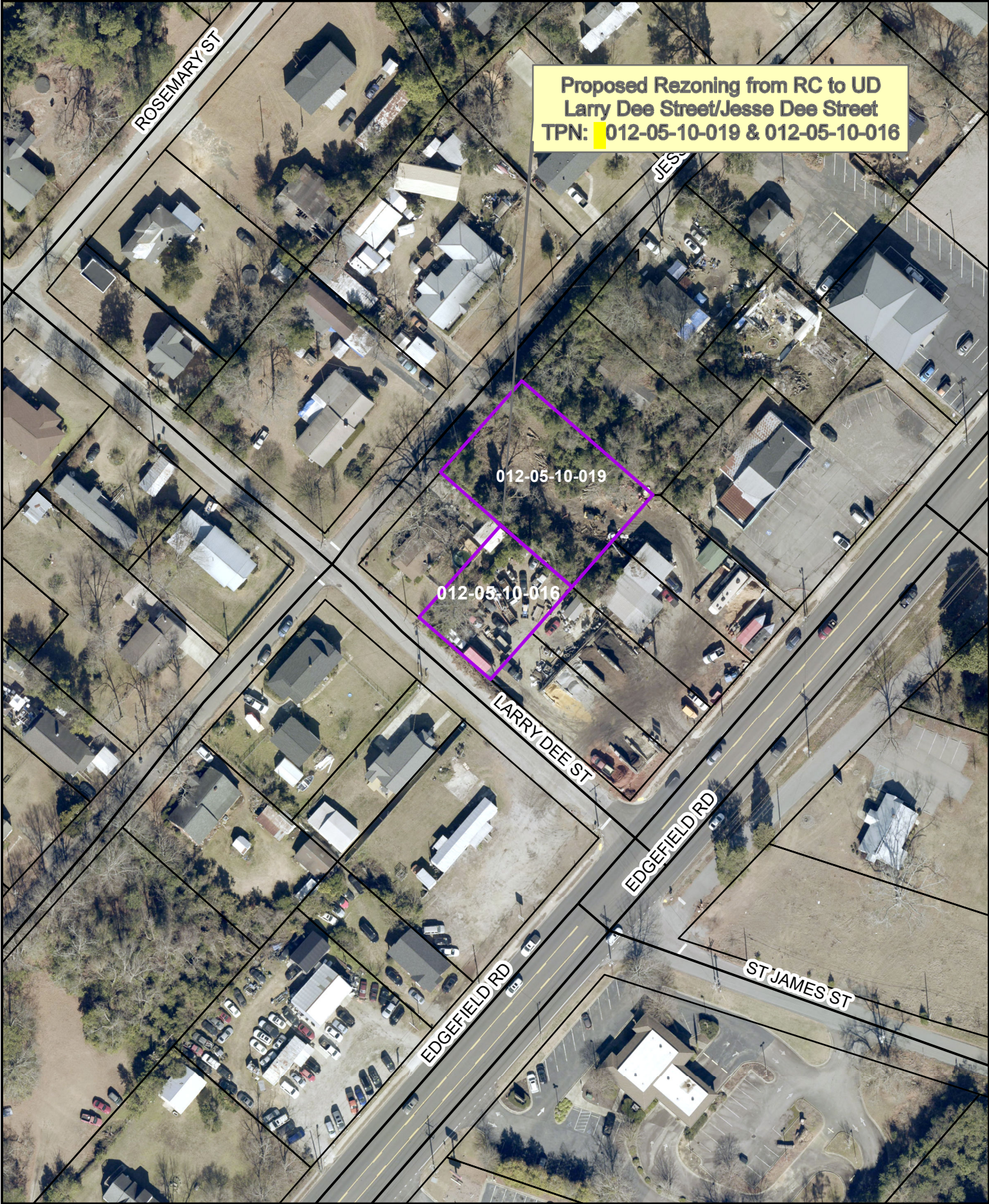
APPLICATION TO AMEND THE TEXT OR MAP OF THE AIKEN COUNTY LAND MANAGEMENT REGULATIONS ORDINANCE

- This application is to request an amendment to the: (check one)
 Ordinance Map (fill in all items except #8)
 Ordinance Text (fill in items #8 and #9 only)
- Address of property involving a map zoning classification change:
012-05-10-019, 012-05-10-016
 Tax Parcel Number: 012-05-10-019, 012-05-10-016
- Current zoning classification of property: RC District
- Current use of property: Empty lot
- Proposed zoning classification change: UD District
- Proposed use of property: Retail Sales
- Does the applicant own the property proposed for this change? Yes No
 If no, give name and address of property owner, and attach written authorization to file this application:
Thomas Fletcher Proctor
- If this involves a change in the Ordinance text, what section or sections will be affected? Section 24- _____
- Describe the proposed change and the reasons for the change:
Extension of Current business

Applicant's Name (Print): Thomas Proctor Phone: 803 349 5104
 Address: 521 Johnsons Run NASC 29860 Proctor 351@BellSouth.com
 Signature: [Signature] Date: 11-24-21

Official Use Only Do Not Write In This Space

Application No: _____ Date Received: _____ Fee Paid: _____



Proposed Rezoning from RC to UD
Larry Dee Street/Jesse Dee Street
TPN: 012-05-10-019 & 012-05-10-016

012-05-10-019

012-05-10-016

Prepared by:
Aiken County Government
12/30/2025
Scale: 1 inch = 100 feet



Proposed Rezoning from RC to UD
Larry Dee Street/Jesse Dee Street
TPN: 1012-05-10-019 & 012-05-10-016



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ROSEMARY ST

Proposed Rezoning from RC to UD
Larry Dee Street/Jesse Dee Street
TPN: 1012-05-10-019 & 012-05-10-016

JESSE DEE ST

RC

LARRY DEE ST

UD

EDGEFIELD RD

CITY

EDGEFIELD RD

ST JAMES ST

CITY

CITY

Prepared by:
Aiken County Government
12/30/2025
Scale: 1 inch = 100 feet



Proposed Rezoning from RC to UD
Larry Dee Street/Jesse Dee Street
TPN: 1012-05-10-019 & 012-05-10-016



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Sponsor(s) : County Council
First Reading : October 21, 2025
Second Reading : November 18, 2025
Public Hearing : December 16, 2025
Third Reading : March 17, 2026
Effective Date :

I, _____,
Council Clerk, certify that this Ordinance was
advertised for Public Hearing on 11/25/2025.

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

An Ordinance Authorizing the Execution and Delivery of an Addendum to the Solid Waste Service Agreement, dated January 1, 1997, With the Three Rivers Solid Waste Authority (“**Authority**”) to Extend the Term Thereof Through 2050, Update Tonnage Commitments and Increase Annual Tipping Fees; Authorizing the Issuance by the Authority of Its Revenue Bonds in an Amount Not To Exceed \$30 Million to Fund the Construction of a New Phase; And Other Matters Relating Thereto.

WHEREAS:

1. Section 44-96-80, Code of Laws of South Carolina 1976, as amended, states that “the governing body of a county has the responsibility and authority to provide for the operation of solid waste management facilities to meet the needs of all incorporated and unincorporated areas of the county”; and
2. Aiken County, South Carolina (“**County**”) has certain needs for the disposal of solid waste generated within the County which can be met through use of a joint agency formed under and operating pursuant to the provisions of Act No. 491 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1980, as codified in Sections 6-16-10 through 6-16-190, Code of Laws of South Carolina 1976, as amended (“**Act**”); and
3. The County participates with eight other counties of the State of South Carolina as a member of the Authority, constituting a joint agency under the provisions of the Act; and
4. The Authority has designed and constructed facilities for disposing of acceptable solid waste, transporting of such solid waste, recovering resources or composting, research and development through demonstration of disposal or recovery technologies, and additional facilities related thereto (collectively, “**Facility**”) and owns, operates and maintains the Facility; and
5. The County delivers certain solid waste generated within the County to the Facility to dispose of such solid waste; and
6. The Authority has determined that the current space being utilized for the disposal of solid waste will be exhausted by 2028 and that an expansion of the landfill by the construction of a new disposal cell (“**Expansion**”) will be required in order to continue receiving solid waste from the County; and
7. The County expects to fund its share of the costs associated with (i) the design and construction of the Expansion, (ii) the ownership, operation, and maintenance of the Facility and (iii) certain costs of transportation of solid waste through a combination of annually appropriated moneys, user fees, or fees imposed and collected by the County upon delivery of solid waste to the County; and
8. The Authority may pursuant to the provisions of the Act incur debt for any of its purposes and may issue bonds payable from the revenues derived from any or all of its projects or contributions or advances from its members; and
9. The Authority may not undertake any project under the Act required to be financed, in whole or in part, with the proceeds of bonds without the approval of the governing body of each member county participating in the project; and

10. The Expansion constitutes a “project” within the meaning of the Act and is expected to be financed by the Authority through the issuance of its revenue bonds in an amount not to exceed \$30,000,000 (“**Authority Bonds**”), and the County, as a member of the Authority participating in the Facility, desires to approve the undertaking and financing of the Expansion by the Authority through issuance of the Authority Bonds; and
11. The successful financing of the Expansion is dependent upon each of the members’ approval of a five-year plan to adjust and increase the tipping fees charged to each of the members (“**Rate Increase**”); and
12. The County and the Authority executed a Solid Waste Service Agreement on January 1, 1997 to set forth the terms and conditions pursuant to which the Authority will provide solid waste disposal services to the County in connection with the construction of the Facility; and
13. The County and the Authority desire to execute an Addendum to the Solid Waste Service Agreement, the form of which is attached hereto as **Exhibit A** (“**Addendum**”), to approve the Rate Increase, the issuance of the Authority Bonds and the terms under which the Authority will continue to provide solid waste disposal services to the County.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF AIKEN COUNTY (“**COUNTY COUNCIL**”) AS FOLLOWS:

Section 1. Approval of Expansion and Authority Bonds. The County hereby approves the Expansion and the issuance of the Authority Bonds for the purpose of financing the design and construction of the Expansion.

Section 2. Approval of Addendum ; Authorization to Execute and Deliver Addendum . The form, terms and provisions of the Addendum that is before the County Council at this meeting is approved and all of the Addendum’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“**Chair**”) or the County Administrator (“**Administrator**”) are authorized to execute the Addendum in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County.

Section 3. Further Assurances. The County Council confirms the authority of the Chair, the Administrator, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the Administrator or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to affect the intent of this Ordinance.

Section 4. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 5. General Repealer. Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. Effectiveness. This Ordinance is effective after its third reading and a public hearing.

[Signature Page Follows]

Enacted and approved, in meeting duly assembled this 17th day of March, 2026.

AIKEN COUNTY, SOUTH CAROLINA

Gary Bunker, Council Chairman
Aiken County Council

[SEAL]

ATTEST:

Katelyn Gorby, Clerk to County Council
Aiken County, South Carolina

EXHIBIT A
ADDENDUM TO SOLID WASTE SERVICE AGREEMENT
[ATTACHED]

Sponsor(s) : County Council I, _____,
 First Reading : October 21, _____, 2025 Council Clerk, certify that this
 Ordinance was
 Second Reading : November 18, { }, 2025 _____ advertised for Public Hearing on
11/25/2025 _____.
 Public Hearing : December 16{ }, 2025
 Third Reading : March 17, 202{ }, 20265
 Effective Date : { }, 2025

ORDINANCE NO. _____

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

An Ordinance Authorizing the Execution and Delivery of an Addendum to the Amended and Restated Solid Waste Service Agreement, dated January 1, 1997. With the Three Rivers Solid Waste Authority (“**Authority**”) to Extend the Term Thereof Through 2050, Update Tonnage Commitments and Increase Annual Tipping Fees; Authorizing the Issuance by the Authority of Its Revenue Bonds in an Amount Not To Exceed \$30 Million Million to Fund the Construction of a New Phase; And Other Matters Relating Thereto.

WHEREAS:

1. Section 44-96-80, Code of Laws of South Carolina 1976, as amended, states that “the governing body of a county has the responsibility and authority to provide for the operation of solid waste management facilities to meet the needs of all incorporated and unincorporated areas of the county”; and
2. Aiken County, South Carolina (“**County**”) ~~has~~ certain needs for the disposal of solid waste generated within the County which ~~it has determined~~ can be met ~~most efficiently~~ through use of a joint agency formed under and operating pursuant to the provisions of Act No. 491 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1980, as codified in Sections 6-16-10 through 6-16-190, Code of Laws of South Carolina 1976, as amended (“**Act**”); and
3. The County, ~~by ordinance duly enacted, authorized the organization, and agreed to~~ participate ~~together~~ with eight other counties of the State of South Carolina as a member, of the Authority, constituting a joint agency under the provisions of the Act; and
4. The Authority has designed and constructed facilities for disposing of acceptable solid waste, transporting of such solid waste, recovering resources or composting, research and development through demonstration of disposal or recovery technologies, and additional facilities related thereto (collectively, “**Facility**”) and owns, operates and maintains the Facility; and
5. The County delivers certain solid waste generated within the County to the Facility to dispose of such solid waste; and
6. The Authority has determined that the current space being utilized for the disposal of solid waste will be exhausted by 2028 and that an expansion of the landfill by the construction of a new disposal

cell (“*Expansion*”) will be required in order to continue receiving solid waste from the County; and

7. The County expects to fund its share of the costs associated with (i) the design and construction of the Expansion, (ii) the ownership, operation, and maintenance of the Facility and (iii) certain costs of transportation of solid waste through a combination of annually appropriated moneys, user fees, or fees imposed and collected by the County upon delivery of solid waste to the County; and
8. The Authority may pursuant to the provisions of the Act incur debt for any of its purposes and may issue bonds payable from the revenues derived from any or all of its projects or contributions or advances from its members; and
9. The Authority may not undertake any project under the Act required to be financed, in whole or in part, with the proceeds of bonds without the approval of the governing body of each member county participating in the project; and
10. The Expansion constitutes a “project” within the meaning of the Act and is expected to be financed by the Authority through the issuance of its revenue bonds in an amount not to exceed \$30,000,000 (“*Authority Bonds*”), and the County, as a member of the Authority participating in the Facility, desires to approve the undertaking and financing of the Expansion by the Authority through issuance of the Authority Bonds; and
11. The successful financing of the Expansion is dependent upon each of the members’ approval of a five-year plan to adjust and increase the tipping fees charged to each of the members (“*Rate Increase*”); and
12. The County and the Authority ~~previously~~ executed a Solid Waste Service Agreement on January 1, 1997 to set forth the terms and conditions pursuant to which the Authority will provide solid waste disposal services to the County in connection with the construction of the Facility; and
13. The County and the Authority desire to execute an ~~Addendum to the Amended and Restated~~ Solid Waste Service Agreement, the form of which is attached hereto as **Exhibit A** (“~~Addendum Agreement~~”), to approve the Rate Increase, the issuance of the Authority Bonds and the terms under which the Authority will continue to provide solid waste disposal services to the County.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF AIKEN COUNTY (“*COUNTY COUNCIL*”) AS FOLLOWS:

Section 1. Approval of Expansion and Authority Bonds. The County hereby approves the Expansion and the issuance of the Authority Bonds for the purpose of financing the design and construction of the Expansion.

Section 2. Approval of Addendum Agreement; Authorization to Execute and Deliver Addendum Agreement. The form, terms and provisions of the Addendum Agreement that is before the County Council at this meeting is approved and all of the Addendum’s Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“*Chair*”) or the County Administrator (“*Administrator*”) are authorized ~~and directed~~ to execute the Addendum Agreement in the

name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County.

Section 3. Further Assurances. The County Council confirms the authority of the Chair, the Administrator, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the Administrator or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to affect the intent of this Ordinance.

Section 4. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 5. General Repealer. Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. Effectiveness. This Ordinance is effective after its third reading and a public hearing.

[Signature Page Follows]

Enacted and approved, in meeting duly assembled this 17th day of March, 20265.

AIKEN COUNTY, SOUTH CAROLINA

Gary Bunker, Council Chairman
Aiken County Council

[SEAL]

ATTEST:

Katelyn GorbyHayes, Clerk to County Council
Aiken County, South Carolina

EXHIBIT A

ADDENDUM TO AMENDED AND RESTATED SOLID WASTE SERVICE AGREEMENT

[ATTACHED]

ADDENDUM

THIS ADDENDUM is made this ___ day of _____, 2026, by and between Three Rivers Solid Waste Authority, a public body and body corporate and politic of the State of South Carolina (the “Authority”), and Aiken County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), amending the Solid Waste Service Agreement entered into by the parties on January 1, 1997 (the “Agreement”) as hereinbelow follows.

WITNESSETH THAT:

WHEREAS, Section 44-96-80, Code of Laws of South Carolina 1976, as amended, states that “the governing body of a county has the responsibility and authority to provide for the operation of solid waste management facilities to meet the needs of all incorporated and unincorporated areas of the county”; and

WHEREAS, the County has certain needs for the disposal of solid waste generated within the County which can be met through use of a joint agency formed under and operating pursuant to the provisions of Act No. 491 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1980, as codified in Sections 6-16-10 through 6-16-190, Code of Laws of South Carolina 1976, as amended (the “Act”); and

WHEREAS, the County participates with several other counties of the State of South Carolina as a member of the Authority, constituting a joint agency under the provisions of the Act; and

WHEREAS, the Authority has designed and constructed facilities for disposing of acceptable solid waste, transporting of such solid waste, recovering resources, or composting, research and development through demonstration of disposal or recovery technologies, and additional facilities related thereto (collectively, the “Facility”) and owns, operates and maintains the Facility; and

WHEREAS, the County delivers certain solid waste generated within the County to the Facility to dispose of such solid waste; and

WHEREAS, the Authority has determined that the current space being utilized for the disposal of solid waste will be exhausted by 2028 and that an expansion of the landfill by the construction of a new disposal cell (the “Expansion”) will be required in order to continue receiving solid waste from the County; and

WHEREAS, the County expects to fund its share of the costs associated with (i) the design and construction of the Expansion, (ii) the ownership, operation, and maintenance of the Facility and (iii) certain costs of transportation of solid waste through a combination of annually appropriated moneys, user fees, or fees imposed and collected by the County upon delivery of solid waste to the County; and

WHEREAS, the Authority may pursuant to the provisions of the Act incur debt for any of its purposes and may issue bonds payable from the revenues derived from any or all of its projects or contributions or advances from its members; and

WHEREAS, the Authority may not undertake any project under the Act required to be financed, in whole or in part, with the proceeds of bonds without the approval of the governing body of each member participating in the project; and

WHEREAS, the Expansion constitutes a “project” within the meaning of the Act and will be financed by the Authority through the issuance of bonds, and the County, as a member of the Authority participating in the Facility, has approved the undertaking and financing of the Expansion by the Authority; and

WHEREAS, the Parties desire to amend the Agreement as set forth herein, and each agrees that this Addendum is a modification as contemplated and required by Article VII, Section 7.6 of the Agreement, and shall be binding on the Parties and their successors and assigns and shall inure to each Party’s successors and permitted assigns; and

WHEREAS, each of the County and the Authority has duly authorized the undersigned officials to execute and deliver this Addendum on its respective behalf and as its respective act and deed;

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

1. The definition of “Annual Fees” in Article I is amended so that it shall hereafter read as follows:

“Annual Fees” means, for any Fiscal Year, the amount determined as such pursuant to Section 4.2 hereof.”

2. The definition of “Annual Tonnage” in Article I is amended so that it shall hereafter read as follows:

“Annual Tonnage” means, for any Fiscal Year, the actual number of Tons of Acceptable Waste delivered by the County to the Authority and accepted by the Authority.

3. The definition of “Budget” in Article I is amended so that it shall hereafter read as follows:

“Budget” means, for any Fiscal Year, the approved annual budget of the Authority delivered to the County pursuant to Section 4.7 hereof, as such annual budget may be amended.

4. The definition of “Budgeted Tonnage” in Article I is amended so that it shall hereafter read as follows:

“Budgeted Tonnage” means, for any Fiscal Year, the greater of an amount equal to 90% of the Actual Tonnage for the prior Fiscal Year or (ii) the Guaranteed Tonnage.

5. The definition of “Member Rates” in Article I is amended so that it shall hereafter read as follows:

“Member Rates” means the disposal charge approved annually by the Board, which is \$37.70 per ton as of the date hereof, as adjusted in accordance with Section 4.3 hereof and from time to time by the Board.

6. The definition of “Guaranteed Tonnage” in Article I is amended so that it shall hereafter read as follows:

“Guaranteed Tonnage” means 80,000 Tons per year.

7. Article III, Section 3.3 of the Agreement is amended so that it shall hereafter provide in full:

Construction of the Expansion; Operation and Maintenance of the Facility. The Authority shall with due diligence proceed with the design, acquisition and construction of the Expansion, and shall have full discretion and sole authority in determining the nature, design, size, capacity, route, location, and time of construction of all components of the Expansion and may enter into any contract it may deem necessary or appropriate for the acquisition, design, financing, construction, operation, and maintenance of the Expansion. In addition, the Authority may enter into any contract it may deem necessary or appropriate for the operation, and maintenance of the Facility and shall have full discretion and sole authority, from time to time, to acquire and construct such renewals, replacements, repairs, modifications, improvements, expansions, additions, extensions, and betterments to the Facility as the Authority shall determine are appropriate or necessary.

8. Article III, Section 3.4 of the Agreement is amended so that it shall hereafter provide in full:

Issuance of Bonds; Financing of the Expansion. The Authority intends to offer and sell Bonds (including Bonds for refunding purposes) in an amount not to exceed \$30,000,000 and will apply the net proceeds from the sale thereof, after making provision for reserves, to defray the costs of acquiring and constructing or refinancing the Expansion. The maturity date of the Bonds shall not exceed the Term and the Bonds shall fully amortize during the Term. Such costs shall include, without limitation, the payment of interest on the Bonds for any period which may be specified in the Bond Resolution, the establishment of reserves to secure the Bonds and to protect the integrity of the Facility, expenses incidental to the issuance of the Bonds and the implementation of the disposal services, all deposits required by the Bond Resolution to be made from the proceeds of Bonds into any fund or account established under the Bond Resolution, and all other expenditures incidental or convenient to the acquisition and construction of the Expansion and the acquisition and construction of such renewals, replacements, repairs, modifications, improvements, expansions, additions, extensions and betterments to the Facility. Except as required by the Act or the charter or bylaws of the Authority, no consent of the County shall be required as a condition to the issuance of Bonds by the Authority.

9. Article III, Section 3.5 of the Agreement is amended so that it shall hereafter provide in full:

Liability of Authority for Completion of Expansion; Nature of Obligation of County. Notwithstanding anything in this Agreement to the contrary, the Authority shall not be liable for damages for breach of this Agreement if the Authority is unable to issue or sell Bonds to defray the cost of acquisition and construction of the Expansion, or the acquisition or construction of the

Expansion shall be delayed or not completed for circumstances reasonably beyond the control of the Authority including, but not limited to, any (1) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard, fire, explosion, flood, act of a public enemy, war, blockade, insurrection, riot, or civil disturbance, (2) labor dispute, strike, work slowdown, or work stoppage, (3) inability of the Authority to obtain required supplies from anywhere within the continental United States, (4) blockage or loss of access to the Landfill, (5) a partial or entire delay or failure in the provision of necessary utilities or services to any part of the Landfill, or (6) any willful or negligent act or omission of the County or its agents or employees. The County shall remain liable and obligated at all times for the payments established under this Agreement whether or not the Expansion is completed.

10. Article III, Section 3.7 of the Agreement is amended so that it shall hereafter provide in full:

Term. This Agreement shall have a term which commences on the date of execution and delivery hereof (the “Term”) and ends on the later of (i) the date no Bonds are outstanding or (ii) December 31, 2050.

11. Article IV, Section 4.1 of the Agreement is amended so that it shall hereafter provide in full:

Annual Fees and Additional Fees. The County shall pay to the Authority the Annual Fees for each Fiscal Year of the Term in four equal quarterly installments on July 1, October 1, January 1 and April 1 of the Fiscal Year, and Additional Fees as set forth in Section 4.4 hereof (the “Additional Fees”) in the amounts and at the times hereinafter provided. The obligation to pay the Annual Fees and Additional Fees shall continue for the Term regardless of whether the Expansion is completed and regardless of whether the Facility is operable, or operating and notwithstanding the suspension, interruption, interference, reduction, or curtailment of the Facility's operation, or the disposal services contracted for, in whole or in part, for any reason whatsoever. Such payments shall not be subject to any reduction by offset or otherwise and shall not be conditioned upon the performance or nonperformance by the Authority or any other Member under this or any other agreement or instrument, the remedy for any non-performance being limited to mandamus, specific performance or other legal or equitable remedy.. In addition to paying the Annual Fees and Additional Fees, the County shall reimburse the Authority upon demand for any monetary penalties imposed on the Authority by any instrumentality or agency of the State or the United States of America solely because of any action or failure to take action on the part of the County with regard to the County's collection and delivery of Acceptable Waste to the Delivery Point or assessed in connection with any Unacceptable Waste.

12 Article IV, Section 4.2 shall be amended so that it shall hereafter provide in full:

Imposition of Annual Fees; Member Rates. The Authority, in the preparation of the Budget for each Fiscal Year, will calculate its estimated Expenses of Operation and Maintenance and other expenses, capital outlays, debt service on the Bonds for such Fiscal Year and such amounts as it determines will be necessary or appropriate for the establishment, maintenance or continued funding of such operational, debt service, capital and other reserves for or during such Fiscal Year. The Authority shall fund its annual Budget through the collection of Annual Fees. The Annual Fees shall be an amount equal to the product of 90% of the Annual Tonnage of the prior Fiscal Year multiplied by the Member Rate in effect for the current Fiscal Year. The Authority shall bill

the Annual Fees on a quarterly basis. Such allocation shall be ratable, except with respect to transportation expenses which the Authority may, in its sole discretion, allocate in whole or in part to Acceptable Waste to be delivered to Delivery Points other than the Facility; provided, however, the Authority may only allocate such costs to a Member if it allocates such costs to all other Members, and such costs are allocated to the Member in the same amount, percentage, or other methodology that is used to allocate such costs to all other Members. The parties acknowledge that mutually agreeable adjustments may be made to the procedures defined in this Section 4.2

13. Article IV, Section 4.3(a) is amended so that it shall hereafter provide in full:

To the extent there is Excess Tonnage in any Fiscal Year, then an Additional Fee shall be due in an amount equal to the product of the applicable Member Rate for such Fiscal Year times such Excess Tonnage. If applicable, the Authority shall invoice for such amount on or around July 1 of each year..

14. Article IV, Section 4.3(f) is amended so that it shall hereafter provide in full:

Reserved.

IV, Section 4.4 is amended so that it shall hereafter provide in full: This Agreement and the obligations of the County hereunder shall in no event constitute a debt of the County or a charge, lien or encumbrance, legal or equitable, upon any property of the County or any income, receipts or revenues thereof, other than the User Fees described herein. No recourse may be had for the payment of Annual Fees or Additional Fees against the general fund of the County and neither the credit nor the taxing power of the County shall be pledged to the payment of such Annual Fees or Additional Fees. Notwithstanding anything to the contrary in this Agreement, the County covenants with the Authority that it will at all times adequately budget for and, upon approval of the County Council, levy sufficient User Fees, which, together with moneys from other lawful sources available and appropriated for such payment, will be sufficient to allow the County to honor its obligations and make such payments as may be required to be made to the Authority under this Agreement, including but not limited to, Annual Fees and Additional Fees

15. Article IV, Section 4.5 is amended so that it shall hereafter provide in full:

Source of County Payment. Annual Fees and Additional Fees shall be payable from such fees and charges as may be assessed and collected by the County for the collection, transportation and/or disposal of solid waste ("User Fees") or from other moneys lawfully available and appropriated therefor, or any combination thereof. The County may fix, charge and collect User Fees for the collection, transportation and/or disposal of solid waste and the other related services provided by the County and the Authority which, together with moneys from other lawful sources available and appropriated for such payment, will be sufficient to provide revenues adequate to satisfy the County's obligations under this Agreement and to pay any and all other amounts payable from or constituting a charge and lien upon the User Fees. The County hereby pledges to and grants to the Authority a lien on such User Fees as may be assessed and collected by the County, and covenants not to grant any prior or parity lien on such User Fees except with the prior written consent of the Authority

16. Article IV, Section 4.8 is amended so that it shall hereafter provide in full:

Delivery of County Budget, Annual Audit and Other Statements. The County will, by June 30 of each year, deliver to the Authority a copy of its budget for the Fiscal Year which includes sufficient funds to enable the County to meet its obligations under this Agreement. In addition, the County shall, if the budgeted source of payment of the Annual Fee is User Fees, file within 45 days of the end of each quarter a statement showing the amounts of User Fees assessed and collected by the County during such quarter. The County shall also file with the Authority a copy of the County's annual audited financial statement for each Fiscal Year, which shall identify the funds or accounts from which the County funded its Annual Fee and any Additional Fees and other amounts payable by the County hereunder, within 15 days of the County's receipt and approval thereof. In addition, the County undertakes to provide to the Authority such information and certifications as the Authority may reasonably request, other than opinions of the County's legal counsel, in connection with the Authority's financing activities including, but not limited, to such information as may be required so that the Authority and the County may comply with Rule 15c-2(12) promulgated by the Securities Exchange Commission under the Securities Exchange Act of 1934, as amended.

17. Article IV is hereby amended to add a new Section 4.10 that shall read as follows:

Increased Member Rates; Adjustments for the Expansion. The Authority plans to issue Bonds on or before June 30, 2026 in an amount necessary to pay for the Expansion not to exceed \$30,000,000. All Members, including the County, shall pay to the Authority increased Member Rates in an amount equal to an additional \$2.30 per ton beginning July 1, 2026 and an additional \$2.00 per ton commencing on each July 1 of 2027, 2028, 2029, and 2030 (the "Expansion Rate Increases"). All Members shall be charged the same Member Rates during the Term. Notwithstanding the foregoing, if the Board of Directors of the Authority (the "Board") votes at any time prior to the Commencement Date to abandon the Expansion, then the Expansion Rate Increases shall be null and void.

18. Article V, Section 5.4 is amended so that it shall hereafter provide in full:

Reserved.

It shall be an Event of Default on the part of the Authority under this Agreement if the Authority fails to perform any obligation imposed on it by this Agreement and such failure is not cured within 180 days following delivery of written notice to the Authority specifying the nature of the failure and requesting that it be remedied; provided, however, that if such failure to perform is due to circumstances which cannot be remedied within such 180-day period the Authority shall be diligently pursuing a cure, the Authority shall have such longer period to effect a cure as may be reasonably required. In event of such default, the County may terminate this Agreement by giving written notice thereof to the Authority, and may exercise any remedy now or hereafter existing at law or in equity, by statute or otherwise.

19. Article VI, Section 6.5 is amended so that it shall hereafter provide in full:

Reserved.

Arbitration and Mediation. The Parties may attempt to settle any dispute arising under this Agreement by arbitration or mediation. If arbitration is agreed upon by the Parties, the dispute shall be finally settled by arbitration to be conducted according to the rules and procedures of the

Uniform Arbitration Act as in effect in South Carolina. In the event that a dispute is to be settled by arbitration, one arbitrator shall be designated by the County, one arbitrator shall be designated by the Authority, and the two so designated shall select a third who shall act as chairman of the arbitration board (the "Arbitration Board"); provided, however, that if the arbitrators designated by the County and the Authority cannot agree upon a third within 30 days after the designation of the second arbitrator, then, in such event, the third arbitrator shall be selected by the American Arbitration Association. The Arbitration Board shall conduct a hearing at a mutually agreed upon location and within 30 days thereafter, unless such time is extended by agreement by the Authority and the County, shall notify the parties of its decision stating its reasons for such decision and listing its findings of fact. The Arbitration Board shall not have power to amend or add to this Agreement. If arbitration is elected by the Parties, the decision of the Arbitration Board shall be final and binding on the Authority and the County.

20. Remainder of Agreement Unchanged. Other than the amendments set forth herein and in any prior addenda or amendments, the provisions of the Agreement shall remain unchanged.

[Signature Page Follows]

IN WITNESS WHEREOF, the County and the Authority have caused this Addendum to be executed as of the day and year first above written.

THREE RIVERS SOLID WASTE AUTHORITY

Witnesses:

Attest:

(SEAL)

By: _____

Its: _____

By: _____

Its: _____

AIKEN COUNTY, SOUTH CAROLINA

Attest:

(SEAL)

By: _____

Its: _____

By: _____

Its: _____

Sponsor(s) : County Council
First Reading : February 17, 2026
Second Reading : March 3, 2026
Public Hearing : March 17, 2026
Third Reading : March 17, 2026
Effective Date :

I, _____
Council Clerk, certify that this Ordinance was
published for a Public Hearing on 2/14/2026.

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

Approving the Terms of a Proposed Agreement Between the Board of Elections and Voter Registration of Aiken County and the City of North Augusta, South Carolina, for the Conduct of A Municipal Election to be Held on November 3, 2026.

WHEREAS:

1. In Ordinance No. 2026-04, adopted February 2, 2026, the City of North Augusta authorized its Administrator to enter into an agreement with the Board of Elections and Voter Registration of Aiken County (“Board”) for the Board to conduct an election on the City’s behalf to be held on November 3, 2026 (the “Election”); and
2. Pursuant to Ordinance No. 2026-02, also adopted on February 2, 2026, the City prescribed the dates and other matters relating to nominations, primaries, and other election-related matters; and
3. Subsection 5-15-145(A) of the South Carolina Code of Laws, 1976, as amended, provides that, “[m]unicipalities are authorized to transfer authority for conducting municipal elections to the county elections commission,” and “[c]ounty elections commissions are authorized to conduct municipal elections”; and
4. Subsection 5-15-145(B) provides that, “[a]s a condition of the transfer of authority to conduct elections pursuant to this section, the governing bodies of the municipality and the county must agree to the terms of the transfer and enact ordinances embodying the terms of that agreement,” and that, “[t]he municipal ordinance must state what authority is being transferred and the county ordinance must accept the authority being transferred”;

NOW, THEREFORE, BE IT ORDAINED BY THE AIKEN COUNTY COUNCIL THAT:

1. The terms of the Agreement, provided the same is substantially in the form as set forth in Attachment A, appended to and made a part of this Ordinance, which prescribes, among other things, the scope of the transfer of authority to conduct the Election, the payment of Election costs, who will exercise operational control for the conduct of the Election, and limiting the County’s obligation with respect to the Election and the agreement described herein to the County giving its consent to the terms of the agreement between the Board and the City prescribed in S.C.Code Ann. Section 5-15-145(B), are approved.
2. Council hereby waives any requirement that this Ordinance be referred to a committee of council or be recommended by a committee of council.

Adopted at the regular meeting of Aiken County Council on March 17, 2026.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
Brad Farrar, County Attorney

COUNCIL VOTE:

IMPACT STATEMENT: The Agreement referenced hereinabove calls for the City of North Augusta to pay for the costs of the election referenced in the Agreement, with no County funding therefor.

ATTACHMENT A

| | | |
|--------------------------------|---|---------------------------------------------------------|
| STATE OF SOUTH CAROLINA |) | AGREEMENT BETWEEN THE BOARD OF |
| |) | ELECTIONS AND VOTER REGISTRATION |
| |) | OF AIKEN COUNTY AND THE CITY OF |
| |) | NORTH AUGUSTA |
| |) | |
| COUNTY OF AIKEN |) | (Conduct of November 3, 2026 Municipal Election) |

THIS AGREEMENT is entered into this ____ day of _____, 2026, by and between the Board of Elections and Voter Registration of Aiken County (“Board”) and the City of North Augusta, South Carolina (“City”).

RECITALS

WHEREAS, in Ordinance No. 2026-04, adopted February 2, 2026, the City of North Augusta authorized its Administrator to enter into an agreement with the Board of Elections and Voter Registration of Aiken County (“Board”) for the Board to conduct an election on the City’s behalf to be held on November 3, 2026 (the “Election”); and

WHEREAS, by Ordinance No. 2026-02, also adopted on February 2, 2026, the City prescribed the dates and other matters relating to nominations, primaries, and other election-related matters; and

WHEREAS, Subsection 5-15-145(A) of the South Carolina Code of Laws, 1976, as amended, provides that, “[m]unicipalities are authorized to transfer authority for conducting municipal elections to the county elections commission,” and “[c]ounty elections commissions are authorized to conduct municipal elections”; and

WHEREAS, Subsection 5-15-145(B) provides that, “[a]s a condition of the transfer of authority to conduct elections pursuant to this section, the governing bodies of the municipality and the county must agree to the terms of the transfer and enact ordinances embodying the terms of that agreement,” and that, “[t]he municipal ordinance must state what authority is being transferred and the county ordinance must accept the authority being transferred”;

NOW, THEREFORE, the parties agree as follows:

1. Transfer of Authority. Pursuant to S.C.Code Ann. Subsection 5-15-145(C), the City hereby transfers to the Board the total responsibility for the conduct of the Election. This transfer of authority is subject to S.C.Code Ann. Section 7-17-30, and *In re Nov. 4, 2008 Bluffton Election*, 686 S.E.2d 683, 385 S.C. 632 (S.C. 2009).

2. Payment of Election Costs. The City shall be responsible for paying to the Board all of the Board’s costs associated with conducting the Election. Such costs may include, but are not limited to, costs for personnel, voting machines, election forms, advertising, printing, supplies, and all direct or indirect costs incurred by the Board for conducting the Election. The City may pay for the costs incurred by the Board for conducting the Election from any appropriate funding source the City may have available to it. The City has identified a funding source and has set aside to pay the Board for the costs of conducting the Election \$2,000.00 from the City’s General Fund; provided, further, that

additional funding, shall come from the City's Capital Project Fund not to exceed \$23,000.00, all as provided for in Ordinance No. 2026-04.

3. Operational Control. The Board shall retain all operational control for the conduct of the Election at all times.

4. Agreement of Governing Bodies. Pursuant to S.C.Code Ann. Subsection 5-15-145(B), this Agreement is contingent upon the governing bodies of the City and Aiken County agreeing to the terms of the transfer of authority from the City to the Board for conduct of the Election, and those governing bodies enacting ordinances embodying the terms of that agreement, with the municipal ordinance stating what authority is being transferred and the county ordinance accepting the authority being transferred to the Board by the City.

5. Entirety of Aiken County Obligation. Other than providing its consent to the terms of the agreement between the Board and the City prescribed in S.C.Code Ann. Section 5-15-145(B), the terms of which are set forth herein, Aiken County shall have no obligation with respect to the parties or to the Election arising from this Agreement.

6. Effective Date, Term, Termination. This Agreement shall commence on the date set forth above and shall continue until the Election has been conducted and funding described herein has been provided, unless terminated by either party upon such party giving thirty (30) days' written notice to the other party of its intent to terminate this agreement.

7. Notices. Any written notices under this Agreement shall be made by official email, mailing or hand delivering such notice to the parties at the following addresses:

To the Board: Board of Elections and Voter Registration of Aiken County
1930 University Parkway
Aiken, South Carolina 29801
ATTN:

To the City: City of North Augusta
ADDRESS:

ATTN:

Such notice shall be deemed given upon being so officially emailed, mailed, or hand-delivered. The notice address may be changed from time-to-time by notice given pursuant hereto.

8. Effective Date; Termination. This Agreement shall become effective once signed by authorized representatives of the parties. This Agreement shall terminate upon certification of the Election results and payment by the City to the Board of all costs of the Election.

9. Amendment. This Agreement may be amended, modified or changed in writing as the parties may agree in writing.

10. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the parties, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.

11. Severability. Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection, and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated.

12. Governing Law. This Agreement shall be construed under and governed by the laws of the State of South Carolina, and venue shall be in the circuit court in Aiken County, South Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS:

BOARD OF ELECTIONS AND VOTER
REGISTRATION OF AIKEN COUNTY

By: _____
Its: _____

WITNESS:

CITY OF NORTH AUGUSTA

By: _____
Its: _____

| | | |
|------------------------------|----------------------------|------------------------------------------------|
| Sponsor(s) | : County Council | I, _____ |
| First Reading | : March 3, 2026 | Council Clerk, certify that this Ordinance was |
| Committee Referral | : Judicial & Public Safety | published for a public hearing on _____. |
| Committee Consideration Date | : March 3, 2026 | |
| Committee Recommendation | : Approval | |
| Second Reading | : March 17, 2026 | |
| Public Hearing | : | |
| Third Reading | : | |
| Effective Date | : | |

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

An Ordinance to Amend Aiken County Code of Ordinances, Chapter 15, Article III, "Nuisances."

WHEREAS:

1. Pursuant to Section 4-9-25 of the Code of Laws of South Carolina, as amended, and 4-21-10, "All counties of the State, in addition to the powers conferred to their specific form of government, have authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State..."; and
2. Section 4-9-130 of the Code of Laws of South Carolina, as amended, provides for the holding of public hearings in certain instances, after reasonable public notice, before final council action is taken; and
3. The governing body of Aiken County reaffirms its finding that any unreasonable or unlawful use of property that results in material annoyance, inconvenience, discomfort, or injury to another person or to the public is a nuisance; and
4. Council desires to amend Chapter 15, Article III, as hereinbelow set forth.

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Code of Ordinances, Chapter 15, Article III, "Nuisances," Section 15-21, "Declaration of Policy," is hereby amended to so that it shall hereafter provide as follows:

"ARTICLE III. – NUISANCES

Sec. 15-21. - Declaration of policy.

Any act of any person, group or business within the unincorporated area of the county whereby the health or life of any person may be endangered, injured or impaired or disease may, directly or indirectly, be caused by the act, or because of the act any property may be endangered, injured or damaged, is hereby declared to be a nuisance and unlawful. Dwellings and other buildings in the county which are unfit for human habitation or human use due to dilapidation or other conditions rendering the dwelling or building unsafe or unsanitary, dangerous or detrimental to the health, safety or morals, or otherwise hazardous to the welfare of the residents of the county are also declared to be a nuisance. Nuisances include any unreasonable or unlawful use of property that results in material annoyance, inconvenience, discomfort, or injury to another person or to the public.

2. Aiken County Code of Ordinances, Chapter 15, Article III, "Nuisances," Sections 15-24, 15-25, 15-26, 15-26.5, 15-27.5, 15-28, and 15-29 are deleted in their entirety, and those sections shall hereafter provide as follows:

"Sec. 15-24. Reserved.

Sec. 15-25. Reserved.

Sec. 15-26. Reserved.

Sec. 15-26.5. Reserved.

Sec. 15-27.5. Reserved.

Sec. 15-28. Reserved.

Sec. 15-29. Reserved.”

3. Aiken County Code of Ordinances, Chapter 15, Article III, “Nuisances,” Section 15-27 is amended so that it shall hereafter provide as follows:

“Sec. 15-27. - Summons to appear in magistrate's court.

Any county code enforcement officer or officer commissioned pursuant to S.C.Code Ann. Section 4-9-145 is authorized to issue a uniform ordinance summons pursuant to S.C.Code Ann. Section 56-7-80 for violations of this Code of Ordinances.”

4. A “track changes” version of Article III, “Nuisances,” included as Exhibit A, accompanies this ordinance].

[END OF AMENDMENTS].

5. Severability. If any provision of this Ordinance shall be declared by a court of competent jurisdiction to be invalid, the remainder of the Ordinance shall be in full force and effect.

6. Conflict and Repeal. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed to the extent necessary to give effect to this Ordinance.

This Ordinance shall become effective on _____.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
Brad Farrar, County Attorney

COUNCIL VOTE:

EXHIBIT A

ARTICLE III. – NUISANCES

Sec. 15-21. - Declaration of policy.

Any act of any person, group or business within the unincorporated area of the county whereby the health or life of any person may be endangered, injured or impaired or disease may, directly or indirectly, be caused by the act, or because of the act any property may be endangered, injured or damaged, is hereby declared to be a nuisance and unlawful. Dwellings and other buildings in the county which are unfit for human habitation or human use due to dilapidation or other conditions rendering the dwelling or building unsafe or unsanitary, dangerous or detrimental to the health, safety or morals, or otherwise hazardous to the welfare of the residents of the county are also declared to be a nuisance. **Nuisances include any unreasonable or unlawful use of property that results in material annoyance, inconvenience, discomfort, or injury to another person or to the public.**

Sec. 15-22. - Specific nuisances.

Acts of nuisance shall include but are not expressly restricted to:

- (1) The owner, occupant or agent of any owner or occupant of one (1) or more lots, parcels or areas within the county permitting the premises to become unsanitary or a fire menace by allowing any offensive or unsafe matter to grow, accumulate or otherwise occupy and remain upon such premises.
- (2) The owner, occupant or agent of any owner or occupant of one (1) or more lots, parcels or areas within the county permitting pools of water to accumulate and remain upon the premises and become stagnant and foul.
- (3) The owner, occupant or agent of any owner or occupant of one (1) or more lots, parcels or areas within the county and in a residential area allowing junk, disabled cars and trucks, trash, waste, old lumber or used tires to accumulate and remain upon the premises as a possible harborage for rats, snakes and other vermin.
- (4) The owner, occupant or agent of any owner or occupant of one (1) or more lots, parcels or areas within the county allowing the accumulation of abandoned or unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers.
- (5) The owner, occupant or agent of any owner or occupant of one (1) or more lots, parcels or areas within the county allowing the accumulation of any compost pile which is of such a nature as to spread or harbor a disease, emit unpleasant odors or harmful gas, or attract rodents, vermin or other disease-carrying pests, animals or insects; but the presence of earthworms in a compost pile shall not constitute a nuisance.

(6) The owner, occupant or agent of any owner or occupant of one (1) or more lots, parcels or areas within the county keeping or permitting another to keep upon any premises deleterious septic material unless such material is contained in containers or vessels which deny access to humans, flies, insects, rodents, vermin and animals.

(7) The owner, occupant or agent of any owner or occupant of one (1) or more lots, parcels or areas within the county in a residential area maintaining livestock, chickens or groups of other domestic animals in such a manner as to allow the spread or harboring of disease, emit unpleasant odors or harmful gases, or attract rodents, vermin or other disease-carrying pests, animals or insects.

(8) The owner, occupant or agent of any owner or occupant of one (1) or more lots, parcels or areas within the county maintaining a premises in a condition or a building in a condition which is detrimental to property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which such premises are located.

(9) The owner, occupant or agent of any owner or occupant of one (1) or more lots, parcels or areas within the county allowing any partially dismantled, wrecked, junked, discarded or otherwise non-operating motor vehicle or motor vehicle parts to remain on such property longer than ten (10) days; except that this section shall not apply with regard to any vehicle in an enclosed building or so located upon the premises as not to be readily visible from any public place or from any surrounding private property. This section shall further not apply with regard to any vehicle on the premises of a business enterprise operated in a lawful place, other than in a residential area, and operated in a lawful manner, when the keeping or maintenance of such vehicle is necessary to the operation of such business enterprise; or with regard to a vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the county or any other public agency or entity.

(10) Any unreasonably loud or disturbing noise that causes material, physical or mental discomfort or injury to persons of ordinary sensibilities in the immediate vicinity thereof is hereby declared to be a nuisance and is prohibited. Any noise of such character, intensity intermittent or continued duration which substantially interferes with the comfortable enjoyment of dwellings, hotels or other types of residence by persons of ordinary sensibilities is hereby declared to be a nuisance and is prohibited.

The following acts, whether on or within public or private property, and the causing or permitting thereof, are hereby specifically declared to be unreasonably loud and disturbing noises in violation of this section:

a. The playing or permitting the playing at any time of any radio, tape recorder, phonograph, portable television set, loudspeaker, sound amplifier, amplified or unamplified musical instrument, live music of any kind or any other sound-producing device by any person while inside any theater, retail store, bank, public or private building, public or private modes of transportation, indoor or outdoor public sports area, or any other public or private area, in such manner or with such volume as to unreasonably disturb the quiet, comfort, or peace of the public or private residents.

- b. The harboring or keeping of a dog or other animal or bird that by loud and frequent or habitual barking, howling, yelping, crying, crowing, cackling, or singing shall cause disturbance to the neighborhood.
- c. The sounding of any horn or signaling device on any automobile, motorcycle, or other vehicle on any street or public or private place of the county for an unnecessary or unreasonable period of time, or with such volume as to create any unreasonably loud or harsh sound; provided that the prohibitions of this subsection shall not apply to the sounding of any horn or signaling device when used as a danger warning; and further provided that authorized emergency vehicles may use warning sounds at any time.
- d. The discharge into the open air within the county of the exhaust of any steam engine, gasoline engine, stationary internal combustion engine, or other kind or type of engine, motor boat, or motor vehicle, except through a muffler or other device that will effectively prevent loud or explosive noises therefrom.
- e. The use within the county of any wagon, cart, automobile, truck, motorcycle, or other vehicle, so out of repair or loaded in such manner or with material of such nature as to create loud or irritating, grating, grinding, rattling, or other noises.
- f. The creation within the county of loud or excessive noise in connection with loading or unloading of any vehicle, or the opening or destruction of bales, boxes, crates, containers, or the like, without exercising reasonable care to limit such noise and to confine the same.
- g. The operation within the county between the hours of 9:00 p.m. and 7:00 a.m. of any pile driver, power shovel, pneumatic hammer, derrick or hoist, or other appliance, the use of which is attended by loud or disturbing noises.
- h. The operation within the county of any noise-creating blower or power fan, the operation of which causes loud or disturbing noise, unless such blower or fan is muffled to deaden such noise.
- i. The creation within the county of any loud, irritating, or disturbing noise in the vicinity of any school, institution of learning, church, court of law, hospital, or neighborhood while the same is in use or occupied, and which unreasonably interferes with the workings of such institution, or which disturbs persons of ordinary sensibilities within these buildings or neighborhoods. Signs shall be displayed at or near such public buildings indicating that the same is a school, institution of learning, hospital, court of law, or church. A neighborhood shall be defined as one (1) or more houses.
- j. Yelling, shouting, hooting, whistling, singing, loud music (live or recorded), or any other amplified or unamplified equipment on the public or private streets or other public or private areas (to include residences) of the county at any time or place of such duration, frequency, or volume as to disturb the peace, quiet, comfort, or repose of persons in the vicinity of the disturbances listed above.

(11) The owner, occupant or agent of any owner or occupant or user of any one (1) or more lots, parcels or areas within the county using such lot or any building or erection thereon for the purposes of lewdness, or prostitution, or for the sale or distribution or consumption of any illegal substance are all declared a nuisance and shall be enjoined and abated as provided for in this article.

(12) Any person who makes excessive, unnecessary or unusually loud noises which disturbs others within the unincorporated area of Aiken County. The term "excessive, unnecessary or unusually loud noises" is defined to be any sound which is plainly audible at a distance of two hundred (200) feet from its source.

(13) A dwelling or other building unfit for human habitation or use if conditions exist in such dwelling or building which are dangerous or injurious to the health, safety or morals of the occupants of such dwellings, the occupants of neighboring dwellings, or other residents in the county. Such conditions may include the following (without limiting the generality foregoing): defects therein increasing the hazards of fire, accidents or other calamities; lack of adequate ventilation, light or sanitary facilities; dilapidation; disrepair; structural defects; uncleanness; partial destruction.

(14) Exceptions. The provisions of subsection 15-22(10) shall not apply to or be enforced against:

i. Any county, law enforcement, or emergency vehicle while engaged in necessary public business;

ii. Noises of safety signals or warning devices;

iii. Noises generated by natural phenomena;

iv. Excavations or repairs of streets or utilities by or on behalf of utility companies, the city, county or state, at night, when the public welfare and convenience renders it impossible to perform such work during the day;

v. The reasonable use of amplifiers or loudspeakers in the course of public addresses which are noncommercial in character; or

vi. The reasonable use of amplifiers or loudspeakers and any loud noise generated or created in the course of any organized carnival or fair between the hours of 8:00 a.m. and midnight; or

vii. The reasonable use of amplifiers or loudspeakers in the course of sporting events at ballfields and racetracks in the county; yelling, shouting and cheering at sporting events at ballfields and racetracks in the county; and any loud noise associated with a ballfield or racetrack between the hours of 8:00 a.m. and midnight;

viii. Sound as the result of normal or routine lawn/yard maintenance and landscaping between the hours of 6:00 a.m. and 10:00 p.m.;

- ix. Any sound emanating from a school or church;
- x. Any noise resulting from activities sponsored or co-sponsored by the county;
- xi. Noise from the use of fireworks or pyrotechnics from 8:00 a.m. until midnight; and
- xii. For those activities listed above, which are normally exempted only during specific hours, the exemption shall be from 8:00 a.m. until the following morning at 1:30 a.m. on the following holidays or their dates of official observance: New Year's Eve, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(15) The development official is authorized to issue permits for temporary extensions for the activities exempted between the hours of 8:00 a.m. and midnight as specified in subsection (14) of this section to extend the exemption until 1:30 a.m. on days other than those holidays set forth in subsection (14)xii. Permits shall be subject to the following conditions and provisions:

- a. A permit may be granted for periods of time from one (1) day to ten (10) consecutive days;
- b. For multi-day events not held on consecutive days, each day or group of consecutive days shall constitute a separate event and require a separate permit;
- c. No more than four (4) permits may be granted for any applicant or location for any calendar year;
- d. The total number of days for all permits granted for any applicant or location shall not exceed ten (10) days for any calendar year.

Sec. 15-23. - Definition.

For the purpose of this article, *residential area* is defined as property developed primarily for residential use.

Buildings shall mean any structure which is used or intended to be used by humans but not specifically included in the term "dwellings." Nothing in this article shall be construed to apply to those buildings used primarily in an agriculturally related manner.

County shall mean that area comprising the county, other than municipalities.

Dwelling shall mean any dwelling or structure, or part thereof; used and occupied for human habitation or intended to be so used and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith.

Junk shall include, but is not limited to, abandoned barrels or drums, dismantled or inoperable industrial or commercial equipment or machinery, and the following old, scrap, or used items: metal, rope, rags, batteries, paper, cardboard, plastic, rubber, pallets, appliances, motors,

industrial or commercial fixtures, rubbish, debris, and wrecked, dismantled or disabled motor vehicles or parts thereof. The term shall also mean, but not be limited to, old or scrap copper, brass, aluminum, rope, rags, paper, trash, tire carcasses, rubber debris, old vehicle parts, non-working major appliances, and other old ferrous or non-ferrous materials.

Owner shall mean the holder of the title in fee simple and every mortgagee of record.

Parties in interest shall mean all individuals, associations, corporations, and others who have interest of record in a dwelling or building and any who are in possession thereof.

Sec. 15-24. - **Reserved.** ~~Standard.~~

~~The standard for evaluation of nuisances for the implementation of this article shall be the latest revision of the International Property Maintenance Code except where its provisions conflict with other provisions of state law or local ordinance.~~

Sec. 15-25. - **Reserved.** ~~Investigation by county staff.~~

~~Whenever the county, through the county administrator or his/her designee receives complaints from five (5) or more residents of the county who reside within one thousand (1,000) feet of the property line of the lot, lots, parcels or areas where the alleged nuisance exists or a member of county council representing five (5) or more residents, or otherwise becomes aware that there exists a situation which is harmful to the general health, safety, welfare or security of the community, the county administrator or his/her designee shall institute an investigation to determine if there is a reasonable basis for the complaint. The county administrator or his/her designee is authorized to request that other agencies or departments assist him/her in making such a determination. Complaints concerning nuisances described in subsections [15-22](#)(10) and~~

~~(12) can be made by one (1) or more residents of the county regardless of the location of their residencies. Such complaints shall be made by the residents directly to the sheriff of the county, and shall be investigated by the sheriff or his/her designee.~~

Sec. 15-26. - **Reserved.** ~~Warning.~~

~~If county staff determines that a nuisance exists, and the nuisance is not an emergency situation and poses no threat of immediate danger, the county code enforcement officer or the county sheriff as determined by section 15-25 or his designee shall issue a formal written warning to the property owner or responsible party to abate the nuisance or correct the situation within thirty (30) calendar days of the date of the warning. Notice shall be provided to the property owner or responsible party either personally or via US First Class Mail to the address indicated in the tax assessor property records, or to the last known address. Only one (1) warning shall be issued to an individual for any violation under Chapter 15, Article III, Nuisances, of the Aiken County Code of Ordinances. Second and subsequent offenses by the same individual for any alleged violation of the nuisance ordinance [this article] will be immediately placed on a summons.~~

Sec. 15-26.5. - **Reserved.** ~~Abatement agreements.~~

~~The county administrator may enter into an abatement agreement with the property owner by which the county will agree to abate the nuisance subject to such terms and conditions as the administrator deems appropriate.~~

Sec. 15-27. - Summons to appear in magistrate's court.

~~Any county code enforcement officer or officer commissioned pursuant to S.C.Code Ann. Section 4-9-145 is authorized to issue a uniform ordinance summons pursuant to S.C.Code Ann. Section 56-7-80 for violations of this Code of Ordinances. If the nuisance is not abated within the thirty day period, unless the delay is caused by another government agency, the code enforcement officer may issue a summons to the property owner or responsible party to appear in magistrate's court. If the code enforcement officer determines that the nuisance cannot be abated within the thirty day period and the property owner has attempted to remedy the nuisance, the officer may extend the thirty day period an additional thirty (30) days before issuing the summons. If the code enforcement officer determines that the situation is an emergency or poses a threat of immediate danger, no warning is required, and the officer may immediately issue a summons or pursue any other available legal remedy.~~

Sec. 15-27.5. - **Reserved.** Alternative legal procedure.

~~If county staff determines that the owner or other person responsible for the property on which the nuisance exists cannot be located or that the summons procedure is not appropriate for other reasons, then staff may request in writing that the county administrator instruct the county attorney to institute an action in the appropriate court, seeking injunctive relief requiring the person, persons or entities to abate the nuisance(s) or to cease and desist from the offending behavior.~~

Sec. 15-28. - **Reserved.** Abatement by county; lien.

~~The court may determine that the situation is so deleterious or injurious to the health, security, general welfare and safety of the county that it may authorize the appropriate county department to expend funds to abate the nuisance. If the owner fails to comply with an order to remove, clean up, demolish, or abate the nuisance within the time frame defined by the court, the county may cause such nuisance to be removed, cleaned up, demolished or otherwise abated. Any such public funds used to abate the nuisance shall be deemed to be a lien upon the real property upon which such costs were incurred, shall be recorded in the office of the registrar of mesne conveyance, and shall accrue interest at the rate set by statute for interest on judgments.~~

~~If a structure is removed or demolished by the county, it shall sell the materials of such a structure and shall credit proceeds of such sale against the cost of the removal or demolition and any balance shall be disbursed to the owner of the property.~~

Sec. 15-29. - **Reserved.** Court action.

~~(a) Complaints concerning nuisances described in section 15-22(10) and (12) made by one (1) or more residents of the county may be investigated by the sheriff. The sheriff or any of his deputies, upon witnessing, observing or hearing a violation of any provision of this article, may~~

~~issue a warning or may issue a citation against any violator of the provisions of this article with such charge or charges to be adjudicated by the magistrate's court.~~

~~(b) Any citizen, upon witnessing, observing or hearing a violation of any provision of this article, may request a magistrate to issue an arrest warrant against any violator of the provisions of this article with such charge or charges to be adjudicated by the magistrate's court.~~

Sec. 15-30. - Penalty.

Any person, persons or entities violating any provision of this article shall be guilty of a misdemeanor, and shall be sentenced as follows:

- (1) For a first offense, by a fine of not less than two hundred dollars (\$200.00) nor more than three hundred dollars (\$300.00) or by imprisonment for not more than thirty (30) days;
- (2) For a second or subsequent offense, by a fine not less than four hundred dollars (\$400.00) nor more than five hundred dollars (\$500.00) and/or imprisonment for not more than thirty (30) days.

Sec. 15-31. - Remedies not exclusive.

The remedies provided within this chapter are not exclusive and shall not prohibit pursuit of any other remedies available in law or equity.

Secs. 15-32—15-34. - Reserved.

| | | |
|------------------------------|------------------|--------------------------------------------|
| Sponsor(s) | : County Council | I, _____ |
| First Reading | : | Council Clerk, certify that this Ordinance |
| Committee Referral | : | was published for a public hearing. |
| Committee Consideration Date | : March 3, 2026 | |
| Committee Recommendation | : Approval | |
| Second Reading | : March 17, 2026 | |
| Public Hearing | : | |
| Third Reading | : | |
| Effective Date | : | |

ORDINANCE NO.
COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

An Ordinance to Amend Aiken County Code of Ordinances, Chapter 15, Article III, “Nuisances.”

WHEREAS:

1. Pursuant to Section 4-9-25 of the Code of Laws of South Carolina, as amended, and 4-21-10, “All counties of the State, in addition to the powers conferred to their specific form of government, have authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State...”; and
2. Section 4-9-130 of the Code of Laws of South Carolina, as amended, provides for the holding of public hearings in certain instances, after reasonable public notice, before final council action is taken; and
3. The governing body of Aiken County reaffirms its finding that any unreasonable or unlawful use of property that results in material annoyance, inconvenience, discomfort, or injury to another person or to the public is a nuisance; and
- 3.4. Council desires to amend Chapter 15, Article III, as hereinbelow set forth;

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Code of Ordinances, Chapter 15, Article III, “Nuisances.” Section 15-21, “Declaration of Policy,” is hereby amended to so that it shall hereafter provide as follows:

“ARTICLE III. – NUISANCES

Sec. 15-21. - Declaration of policy.

Any act of any person, group or business within the unincorporated area of the county whereby the health or life of any person may be endangered, injured or impaired or disease may, directly or indirectly, be caused by the act, or because of the act any property may be endangered, injured or damaged, is hereby declared to be a nuisance and unlawful. Dwellings and other buildings in the county which are unfit for human habitation or human use due to dilapidation or other conditions rendering the dwelling or building unsafe or unsanitary, dangerous or detrimental to the health, safety or morals, or otherwise hazardous to the welfare of the residents of the county are also declared to be a nuisance. Nuisances include any unreasonable or unlawful use of property that results in material annoyance, inconvenience, discomfort, or injury to another person or to the public.

2. Aiken County Code of Ordinances, Chapter 15, Article III, "Nuisances." Sections 15-24, 15-25, 15-26, 15-26.5, 15-27.5, 15-28, and 15-29 are deleted in their entirety, and those sections shall hereafter provide as follows:

"Sec. 15-24. Reserved.

Sec. 15-25. Reserved.

Sec. 15-26. Reserved.

Sec. 15-26.5. Reserved.

Sec. 15-27.5. Reserved.

Sec. 15-28. Reserved.

Sec. 15-29. Reserved."

3. Aiken County Code of Ordinances, Chapter 15, Article III, "Nuisances." Section 15-27 is amended so that it shall hereafter provide as follows:

"Sec. 15-27. - Summons to appear in magistrate's court.

Any county code enforcement officer or officer commissioned pursuant to S.C.Code Ann. Section 4-9-145 is authorized to issue a uniform ordinance summons pursuant to S.C.Code Ann. Section 56-7-80 for violations of this Code of Ordinances."

4. A "track changes" version of Article III, "Nuisances." included as Exhibit A, accompanies this ordinance].

[END OF AMENDMENTS].

5. Severability. If any provision of this Ordinance shall be declared by a court of competent jurisdiction to be invalid, the remainder of the Ordinance shall be in full force and ~~_____~~effect.

6. Conflict and Repeal. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed to the extent necessary to give effect to this Ordinance.

This Ordinance shall become effective on _____.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
County Attorney

COUNCIL VOTE:

| | | |
|------------------------------|----------------------------|------------------------------------------------|
| Sponsor(s) | : County Council | I, _____ |
| First Reading | : March 3, 2026 | Council Clerk, certify that this Ordinance was |
| Committee Referral | : Judicial & Public Safety | published for a public hearing on _____. |
| Committee Consideration Date | : March 3, 2026 | |
| Committee Recommendation | : Approval | |
| Second Reading | : March 17, 2026 | |
| Public Hearing | : | |
| Third Reading | : | |
| Effective Date | : | |

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

An Ordinance to Amend Aiken County Code of Ordinances Chapter 15, “Licenses, Permits and Miscellaneous Business Regulations,” Article II, “Peddling, Soliciting, and Panhandling.”

WHEREAS:

- Pursuant to Section 4-9-25 of the South Carolina Code of Laws, 1976, as amended, “[a]ll counties of the State, in addition to the powers conferred to their specific form of government, have authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State,” and “[t]he powers of a county must be liberally construed in favor of the county and the specific mention of particular powers may not be construed as limiting in any manner the general powers of counties”; and
- Council desires to confirm that those wishing to exercise their rights under the First Amendment to the United States Constitution and Article I, Section 2 of the South Carolina Constitution may continue to do so by amending the County’s “Peddling, Soliciting, and Panhandling” ordinance as provided for hereinbelow.

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

- Aiken County Code of Ordinances Chapter 15, “Licenses, Permits and Miscellaneous Business Regulations,” Article II, “Peddling, Soliciting, and Panhandling,” is hereby amended by the addition of Section 13-20.1, which shall provide in full:

“Sec. 13-20.1 Article not abridging First Amendment Rights.

This Article shall not apply to any person or group of people who wish to go door-to-door or otherwise exercise their rights to freedom of religion, freedom of speech, freedom of the press, freedom of association, freedom of petition, and freedom of peaceable assembly as guaranteed in the First Amendment to the United States Constitution and Article I, Section 2 of the South Carolina Constitution.”

- Severability. If any provision of this Ordinance shall be declared by a court of competent jurisdiction to be invalid, those portions of the Ordinance that remain shall be in full force and effect.
- Conflict and Repeal. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed to the extent necessary to give effect to this Ordinance.

This Ordinance shall become effective on _____.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
County Attorney

COUNCIL VOTE:

Sponsor(s) : County Council
First Reading : March 3, 2026
Second Reading : March 17, 2026
Public Hearing :
Third Reading :
Effective Date :

I, _____
Council Clerk, certify that this Ordinance
was published for a Public Hearing on ____.

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

Authorizing Referendum to Determine Whether the South Carolina Department of Revenue May Issue Temporary Permits in Aiken County to Allow for the Possession, Sale, and Consumption of Alcoholic Liquors by the Drink to *Bona Fide* Nonprofit Organizations and Business Establishments Authorized to be Licensed for Consumption-on-Premises Sales.

WHEREAS:

1. Section 61-6-1610(D) of the Code of Laws of South Carolina, 1976, as amended, provides:

“...[a]ny licensee, employee, or agent of an establishment licensed as a food service establishment or place of lodging is prohibited from selling, making available for sale, or permitting the consumption of alcoholic liquors on Sunday unless the establishment has been issued for that Sunday a temporary permit pursuant to the provisions of Section 61-6-2010...”; and
2. Subsection 61-6-2010(A) of the Code of Laws of South Carolina, 1976, as amended, provides that the South Carolina Department of Revenue, “[m]ay issue a temporary permit to allow the possession, sale, and consumption of alcoholic liquors by the drink. This permit is valid for a period not to exceed twenty-four hours and may be issued only to bona fide nonprofit organizations and business establishments otherwise authorized to be licensed for sales”; and
3. Further pursuant to Subsection 61-6-2010(A), the Department of Revenue, “[s]hall charge a nonrefundable filing fee of one hundred dollars for processing each application and a daily permit fee of fifty dollars for each day for which a permit is approved,” provided that the Department, “[m]ust also offer the option of an annual fifty-two week temporary permit for a nonrefundable fee of three thousand dollars per year”; and
4. Subsection 61-6-2010(C)(4) provides, “...[a] county or municipal governing body by ordinance may also call the referendum. Upon receipt of a copy of the ordinance filed with the county or municipal election commission at least sixty days before the date of the next general election, the commission shall conduct the referendum in the manner provided in this section at that general election”;

NOW, THEREFORE, BE IT ORDAINED BY THE AIKEN COUNTY COUNCIL THAT:

1. Pursuant to Subsection 61-6-2010(C)(4)(a), a referendum shall be held at the next general election with the question on the ballot to be as follows:

“Shall the South Carolina Department of Revenue be authorized to issue temporary permits in Aiken County for a period not to exceed twenty-four hours to allow the possession, sale, and consumption of alcoholic liquors by the drink to bona fide nonprofit organizations and business establishments otherwise authorized to be licensed for consumption-on-premises sales?”
2. The “Explanation” section to accompany the ballot question specified in the preceding paragraph shall provide as follows:

“In accordance with S.C.Code Ann. Section 61-6-2020, ‘Temporary permits upon referendum vote,’ the South Carolina Department of Revenue, ‘[m]ay issue a temporary permit to allow the possession, sale, and consumption of alcoholic liquors by the drink. This permit is valid for a period not to exceed twenty-four hours and may be issued only to bona fide nonprofit organizations and business establishments otherwise authorized to be licensed for sales. The department shall charge a nonrefundable filing fee of one hundred dollars for processing each application and a daily permit fee of fifty dollars for each day for which a permit is approved. An application must be filed for each permit requested. The department must also offer the option of an annual fifty-two week temporary permit for a nonrefundable fee of three thousand dollars per year. However, the optional fifty-two week permit must not extend beyond the expiration date of the biennial license issued pursuant to this chapter. If the expiration date is less than fifty-two weeks from the date of the application for the optional fifty-two week permit, the department must prorate the three thousand dollar fee on a monthly basis. The department in its sole discretion shall specify the terms and conditions of the permit.

Should this referendum question be approved by the voters, the holder of a permit in accordance with Section 61-6-2010, as referenced in Section 61-6-1610, would be permitted to possess, sell, and offer for consumption alcoholic liquors by the drink on any days covered by the permit, including Sundays.”

(B)(1) The filing and permit fees must be distributed by the State Treasurer to the municipality or county in which the retailer who paid the fee is located. The revenue may be used only by the municipality or county for the following purposes:

- (a) capital improvements to tourism-related buildings including, but not limited to, civic centers, convention centers, coliseums, aquariums, stadiums, marinas, parks, and recreational facilities;
- (b) purchase or renovation of buildings which are historic properties as defined in Section 60-12-10(4) and (5);
- (c) festivals that have a demonstrable and significant impact on tourism;
- (d) local youth mentor programs to serve juvenile offenders under the jurisdiction of the family court;
- (e) contributions to matching funds necessary for a local government or entity to receive funding from the Legacy Trust Fund pursuant to Chapter 22, Title 51;
- (f) contributions to a redevelopment authority pursuant to Chapter 12, Title 31;
- (g) acquiring fee and less than fee interest in land while it is still available to be held in perpetuity as wildlife preserves or believed to be needed by the public in the future for active and passive recreation uses and scenic easements, to include the following types of land: ocean, harbor, and pond frontage in the form of beaches, dunes, and adjoining backlands; barrier beaches; fresh and saltwater marshes and adjoining uplands; land for bicycle paths; land protecting existing and future public water supply, well fields, highway buffering and aquifer recharge areas; land for wildlife preserves; and land for future public recreational facilities;
- (h) nourishment, renourishment (resanding), and maintenance of beaches;
- (i) dune restoration, including the planting of grass, sea oats, or other vegetation useful in preserving the dune system;
- (j) maintenance of public beach access;

(k) capital improvements to the beaches and beach-related facilities, such as public parking areas for beach access; dune walkovers and restroom facilities, with or without changing rooms, at public beach parks; and

(l) construction and maintenance of drainage systems.

(2) The revenue may not be used for operating expenses of tourism-related buildings.”

3. County Council requests pursuant to Section 61-6-2010 that the Board of Elections and Voter Registration of Aiken County conduct the referendum at the next general election, which at the time of this ordinance is scheduled for November 3, 2026, that the Board, “[c]ause a notice to be published in a newspaper circulated in the county or municipality, as the case may be, at least seven days before the referendum,” and that the Board, “[p]ublish the results of the referendum and certify them to the South Carolina Department of Revenue”

Adopted at the regular meeting of Aiken County Council on _____, 2026.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
Brad Farrar, County Attorney

IMPACT STATEMENT: Undetermined income to Aiken County from permit filing fees.

COUNCIL VOTE:

Sponsor(s) : County Council
First Reading :
Second Reading :
Public Hearing :
Third Reading :
Effective Date :

I, _____
Council Clerk, certify that this Ordinance
was published for a Public Hearing on ____.

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

Authorizing Referendum to Determine Whether the South Carolina Department of Revenue May Issue Temporary Permits in Aiken County to Allow for the Possession, Sale, and Consumption of Alcoholic Liquors by the Drink to *Bona Fide* Nonprofit Organizations and Business Establishments Authorized to be Licensed for Consumption-on-Premises Sales.

WHEREAS:

1. Section 61-6-1610(D) of the Code of Laws of South Carolina, 1976, as amended, provides:

“...[a]ny licensee, employee, or agent of an establishment licensed as a food service establishment or place of lodging is prohibited from selling, making available for sale, or permitting the consumption of alcoholic liquors on Sunday unless the establishment has been issued for that Sunday a temporary permit pursuant to the provisions of Section 61-6-2010...”; and

2. Subsection 61-6-2010(A) of the Code of Laws of South Carolina, 1976, as amended, provides that the South Carolina Department of Revenue, “[m]ay issue a temporary permit to allow the possession, sale, and consumption of alcoholic liquors by the drink. This permit is valid for a period not to exceed twenty-four hours and may be issued only to bona fide nonprofit organizations and business establishments otherwise authorized to be licensed for sales”; and

3. Further pursuant to Subsection 61-6-2010(A), the Department of Revenue, “[s]hall charge a nonrefundable filing fee of one hundred dollars for processing each application and a daily permit fee of fifty dollars for each day for which a permit is approved,” provided that the Department, “[m]ust also offer the option of an annual fifty-two week temporary permit for a nonrefundable fee of three thousand dollars per year”; and

4. Subsection 61-6-2010(C)(4) provides, “...[a] county or municipal governing body by ordinance may also call the referendum. Upon receipt of a copy of the ordinance filed with the county or municipal election commission at least sixty days before the date of the next general election, the commission shall conduct the referendum in the manner provided in this section at that general election”;

NOW, THEREFORE, BE IT ORDAINED BY THE AIKEN COUNTY COUNCIL THAT:

1. Pursuant to Subsection 61-6-2010(C)(4)(a), a referendum shall be held at the next general election with the question on the ballot to be as follows:

“Shall the South Carolina Department of Revenue be authorized to issue temporary permits in Aiken County for a period not to exceed twenty-four hours to allow the possession, sale,

and consumption of alcoholic liquors by the drink to bona fide nonprofit organizations and business establishments otherwise authorized to be licensed for consumption-on-premises sales?"

2. The "Explanation" section to accompany the ballot question specified in the preceding paragraph shall provide as follows:

"In accordance with S.C.Code Ann. Section 61-6-2020, "Temporary permits upon referendum vote," the South Carolina Department of Revenue, "[m]ay issue a temporary permit to allow the possession, sale, and consumption of alcoholic liquors by the drink. This permit is valid for a period not to exceed twenty-four hours and may be issued only to bona fide nonprofit organizations and business establishments otherwise authorized to be licensed for sales. The department shall charge a nonrefundable filing fee of one hundred dollars for processing each application and a daily permit fee of fifty dollars for each day for which a permit is approved. An application must be filed for each permit requested. The department must also offer the option of an annual fifty-two week temporary permit for a nonrefundable fee of three thousand dollars per year. However, the optional fifty-two week permit must not extend beyond the expiration date of the biennial license issued pursuant to this chapter. If the expiration date is less than fifty-two weeks from the date of the application for the optional fifty-two week permit, the department must prorate the three thousand dollar fee on a monthly basis. The department in its sole discretion shall specify the terms and conditions of the permit.

Should this referendum question be approved by the voters, the holder of a permit in accordance with Section 61-6-2010, as referenced in Section 61-6-1610, would be permitted to possess, sell, and offer for consumption alcoholic liquors by the drink on any days covered by the permit, including Sundays."

(B)(1) The filing and permit fees must be distributed by the State Treasurer to the municipality or county in which the retailer who paid the fee is located. The revenue may be used only by the municipality or county for the following purposes:

- (a) capital improvements to tourism-related buildings including, but not limited to, civic centers, convention centers, coliseums, aquariums, stadiums, marinas, parks, and recreational facilities;
- (b) purchase or renovation of buildings which are historic properties as defined in Section 60-12-10(4) and (5);
- (c) festivals that have a demonstrable and significant impact on tourism;
- (d) local youth mentor programs to serve juvenile offenders under the jurisdiction of the family court;
- (e) contributions to matching funds necessary for a local government or entity to receive funding from the Legacy Trust Fund pursuant to Chapter 22, Title 51;
- (f) contributions to a redevelopment authority pursuant to Chapter 12, Title 31;

(g) acquiring fee and less than fee interest in land while it is still available to be held in perpetuity as wildlife preserves or believed to be needed by the public in the future for active and passive recreation uses and scenic easements, to include the following types of land: ocean, harbor, and pond frontage in the form of beaches, dunes, and adjoining backlands; barrier beaches; fresh and saltwater marshes and adjoining uplands; land for bicycle paths; land protecting existing and future public water supply, well fields, highway buffering and aquifer recharge areas; land for wildlife preserves; and land for future public recreational facilities;

(h) nourishment, renourishment (resanding), and maintenance of beaches;

(i) dune restoration, including the planting of grass, sea oats, or other vegetation useful in preserving the dune system;

(j) maintenance of public beach access;

(k) capital improvements to the beaches and beach-related facilities, such as public parking areas for beach access; dune walkovers and restroom facilities, with or without changing rooms, at public beach parks; and

(l) construction and maintenance of drainage systems.

(2) The revenue may not be used for operating expenses of tourism-related buildings.”

3. County Council requests pursuant to Section 61-6-2010 that the Board of Elections and Voter Registration of Aiken County conduct the referendum at the next general election, which at the time of this ordinance is scheduled for November 3, 2026, that the Board, “[c]ause a notice to be published in a newspaper circulated in the county or municipality, as the case may be, at least seven days before the referendum,” and that the Board, “[p]ublish the results of the referendum and certify them to the South Carolina Department of Revenue”

Adopted at the regular meeting of Aiken County Council on _____, 2026.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
Brad Farrar, County Attorney

IMPACT STATEMENT: Undetermined income to Aiken County from permit filing fees.

COUNCIL VOTE:

| | | |
|------------------------------|----------------------------|------------------------------------------------|
| Sponsor(s) | : County Council | I, _____ |
| First Reading | : March 3, 2026 | Council Clerk, certify that this Ordinance was |
| Committee Referral | : Judicial & Public Safety | published for a public hearing on _____. |
| Committee Consideration Date | : March 3, 2026 | |
| Committee Recommendation | : Approval | |
| Second Reading | : March 17, 2026 | |
| Public Hearing | : | |
| Third Reading | : | |
| Effective Date | : | |

ORDINANCE NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Delete Aiken County Code of Ordinances Chapter 11, Article III, Sections 11-28 and 11-28.1, "Emergency Services Advisory Committee," and Chapter 20, Article II, "Communications Center Board."

WHEREAS:

1. The Emergency Services Advisory Committee was established as an advisory body to County Council and codified in Chapter 11, Article III, Section 11-28 of the Aiken County Code of Ordinances.
2. The Communications Center Board was established and codified in Chapter 20, Article II of the Aiken County Code of Ordinances.
3. The Emergency Services Advisory Committee and the Communications Center Board are inactive, having not met in a number of years, and there are no future meetings planned or anticipated for this entity.

NOW THEREFORE BE IT ENACTED BY THE AIKEN COUNTY COUNCIL THAT:

1. Chapter 11, Article III, Sections 11-28 and 11-28.1 of the Aiken County Code of Ordinances is repealed and deleted, and the Emergency Services Advisory Committee is disbanded and abolished.
2. Chapter 20, Article II of the Aiken County Code of Ordinances is repealed and deleted, and the Communications Center Board is disbanded and abolished.
3. Severability. If any provision of this Ordinance shall be declared by a court of competent jurisdiction to be invalid, those portions of the Ordinance that remain shall be in full force and effect.
4. Conflict and Repeal. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed to the extent necessary to give effect to this Ordinance.

This Ordinance shall become effective on _____.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

REVIEWED BY: _____
County Attorney

COUNCIL VOTE:

Sponsor(s) : County Council
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date : March 17, 2026

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

Resolution to Appoint Members to Designated Boards, Commissions and Committees with Terms of the Appointments to Run Concurrent with that of the Appointing Member of Council.

WHEREAS:

1. County Council adopted Ordinance No. 82-12-49 which established appointments for members of Boards, Commissions, Authorities, Agencies and Advisory Committees appointed on a district basis by County Council to expire with the terms of the appointing Councilmember; and
2. County Council desires to appoint a member to the designated Boards, Commissions and Committees below.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT Members are hereby appointed and/or reappointed to the following Boards, Commissions and Committees with terms of office to run concurrently with the term of the Council Member as follows:

1. PLANNING COMMISSION:

Vacant District 6, Expires December 31, 2028

Vacant District 8, Expires December 31, 2028

2. RECREATION COMMISSION:

Appoint Zane Prosser
District 3, Expires December 31, 2028

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

COUNCIL VOTE:

Sponsor(s) : County Council
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date : March 17, 2026

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Approve the Allocation of Funds for Various Non-Profit Agencies from the FY 2026 Council Contingency Fund.

WHEREAS:

1. County Council has received many requests for funding from non-profit agencies operating in Aiken County; and
2. Council desires to approve certain of these allocations to assist the agencies.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. County Council approves the following allocations from the FY 2026 Council Contingency Fund:

| <u>Agency</u> | <u>Amount</u> |
|-------------------------|---------------|
| Salvation Army of Aiken | \$500 |

Adopted at the regular meeting of Aiken County Council on March 17, 2026.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

COUNCIL VOTE:

Contingency Fund Request Pending:

| <u>Organization</u> | <u>Dist</u> | <u>Need</u> | <u>Cost</u> |
|-------------------------|-------------|-------------------------|-------------|
| Salvation Army of Aiken | 7 | Red Shield Youth Center | \$500 |

Sponsor(s) : County Council
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date : March 17, 2026

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Declare April 2026 as Child Abuse Prevention Month in Aiken County.

WHEREAS:

1. South Carolina's 1.1 million children residing in the diverse communities across our state, including 38,104 children in Aiken County, are our most valuable resource and will shape the future of our great state; and
2. Childhood trauma, including neglect and abuse, is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and
3. Adverse childhood experiences can have long-term psychological, emotional, and physical effects that have lasting consequences; and
4. Protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children and youth; and
5. Effective child abuse prevention succeeds when partnerships are created between child welfare professionals, education, health, community- and faith-based organizations, businesses, mental and behavioral health, law enforcement agencies, and families; and
6. Communities must continue to work together to promote programs and activities that build strong children and families, raise awareness about child abuse and neglect, and support the social and emotional well-being of children, youth, and families in safe, stable, and nurturing environments; and
7. Prevention remains the best defense for our children and families; and
8. In fiscal year 2024-2025, there were 7,024 substantiated Child Protective Services (CPS) investigations with 12,371 children in South Carolina, and 135 investigations with 234 children in Aiken County.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. County Council does hereby proclaim April 2026 as Child Abuse Prevention Month in Aiken County and encourages all citizens and South Carolinians to dedicate themselves to protecting the quality of life for all children and families so that we can end child neglect and abuse.

Adopted at the regular meeting of Aiken County Council on March 17, 2026.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Council Chairman

COUNCIL VOTE:

Sponsor(s) : Development Committee
Committee Referral : Development Committee
Committee Consideration Date : March 17, 2026
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Accept Funding from the South Carolina Department of Commerce for ongoing funding of a Regional Planning Grant from the Community Development Block Grant (CDBG) Program.

WHEREAS:

1. Aiken County wishes to accept \$50,000 from the State CDBG Program; and
2. The grant will be utilized to develop low- and moderate-income neighborhood development plans and access the needs for affordable housing and community infrastructure; and
3. The Subrecipient will be Lower Savannah Council of Governments; and
4. County Council desires to accept this grant.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. County Council authorizes the County Administrator to accept funding from the South Carolina Department of Commerce.

Adopted at the regular meeting of Aiken County Council on March 17, 2026.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

COUNCIL VOTE:

IMPACT STATEMENT: None. No match required.

Sponsor : Hightower
 Committee Referral : Development Committee
 Committee Consideration Date :
 Committee Recommendation :
 Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Assign the Official Road Name of Carverville Way PD-2225 (Private Drive) to Existing Un-Named Private Roads in County Council District 8.

WHEREAS:

1. GeoServices has requested that the official name Carverville Way PD-2225 be assigned to a road in Council District 8 which is currently unnamed on the County Official Road Map; and
2. As required by Aiken County Code Section 19-30, proposed road name notices were placed on the unnamed road for a minimum of two (2) weeks; and
3. No objections to the proposed name for the Private Drive was received; and
4. Planning Commission does not review names for Private Drives; and
5. Aiken County Code Section 19-30 prescribes certain procedures for naming existing roads by means of the erection of County Road signs as authorized by action of County Council.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The official name is hereby assigned to the following Private Drive(s):

| <u>Road Name</u> | <u>Road No.</u> | <u>Map-Grids</u> | <u>District</u> | <u>Councilmember</u> |
|------------------|-----------------|------------------|-----------------|----------------------|
| Carverville Way | PD-2225 | 50 E-4 & 50 E-5 | 8 | Hightower |

2. The GeoServices Division is directed to request the Public Works Department to erect the appropriate road signs for the above road and to advise the Councilmember representing the district and 911 Addressing staff when the sign has been erected.
3. The GeoServices Division is directed to amend the Official Road Atlas of Aiken County and its indices accordingly to reflect the official naming of said road and to advise the appropriate U.S. Post Office accordingly.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

 Katelyn Gorby, Council Clerk

 Gary Bunker, Chairman

COUNCIL VOTE:

Map of Proposed Road

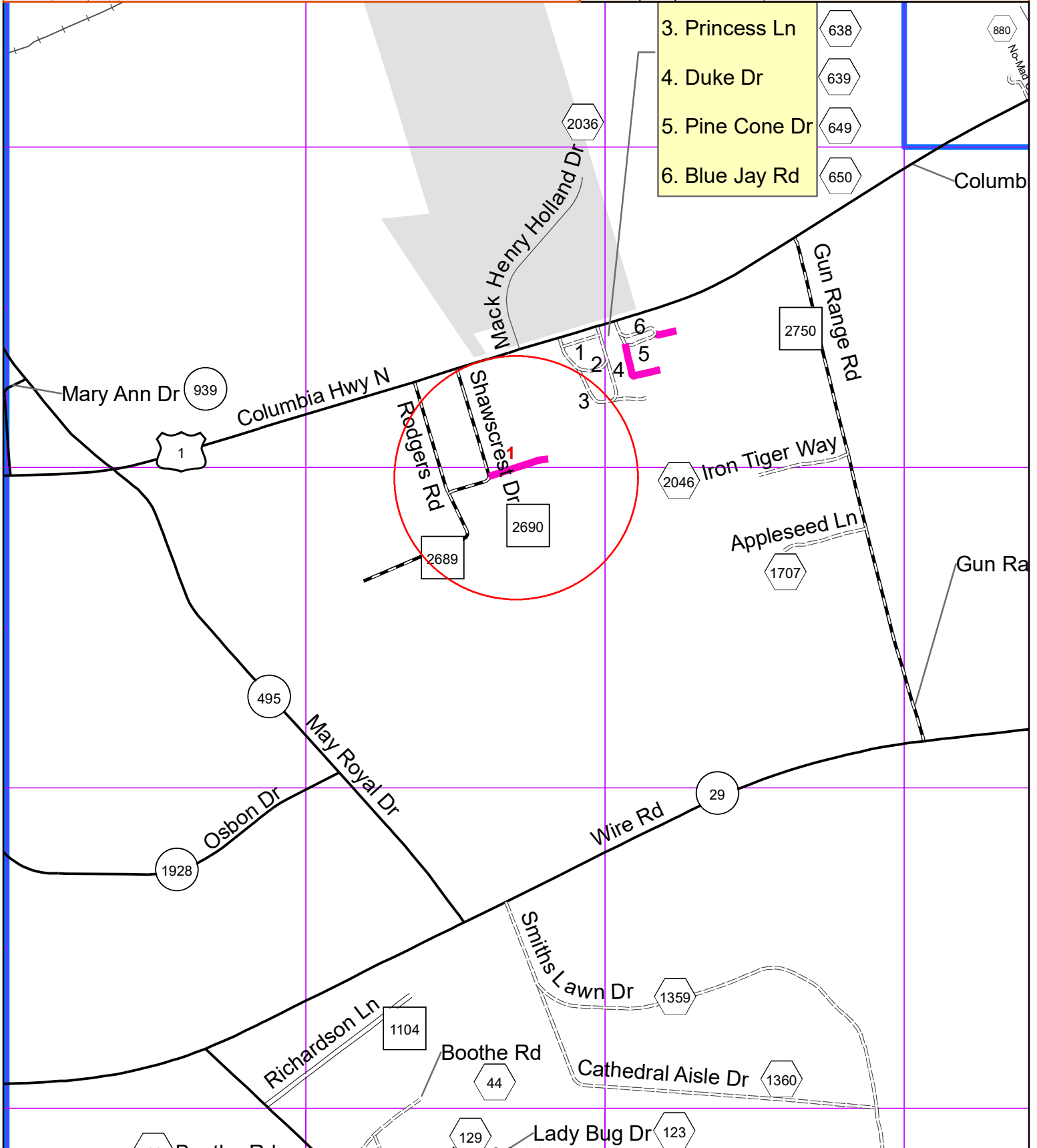
NOTE: The road(s) indicated hereon is (are) NOT OFFICIALLY NAMED, until such time as the Aiken County Council or Planning Commission approves the road name(s).

Proposed Road:
1. Carverville Way PD-2225

John Makolin 3/5/2026

Aiken County IT/GeoServices

Atlas Map: Map 50 Grid: E-4, E-5



Sponsor : Hightower
 Committee Referral : Development Committee
 Committee Consideration Date :
 Committee Recommendation :
 Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Assign the Official Road Name of Motion Drive PD-2224 (Private Drive) to Existing Un-Named Private Roads in County Council District 8.

WHEREAS:

1. GeoServices has requested that the official name Motion Drive PD-2224 be assigned to a road in Council District 8 which is currently unnamed on the County Official Road Map; and
2. As required by Aiken County Code Section 19-30, proposed road name notices were placed on the unnamed road for a minimum of two (2) weeks; and
3. No objections to the proposed name for the Private Drive was received; and
4. Planning Commission does not review names for Private Drives; and
5. Aiken County Code Section 19-30 prescribes certain procedures for naming existing roads by means of the erection of County Road signs as authorized by action of County Council.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The official name is hereby assigned to the following Private Drive(s):

| <u>Road Name</u> | <u>Road No.</u> | <u>Map-Grids</u> | <u>District</u> | <u>Councilmember</u> |
|------------------|-----------------|------------------|-----------------|----------------------|
| Motion Drive | PD-2224 | 185 D-6 | 8 | Hightower |

2. The GeoServices Division is directed to request the Public Works Department to erect the appropriate road signs for the above road and to advise the Councilmember representing the district and 911 Addressing staff when the sign has been erected.
3. The GeoServices Division is directed to amend the Official Road Atlas of Aiken County and its indices accordingly to reflect the official naming of said road and to advise the appropriate U.S. Post Office accordingly.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

 Katelyn Gorby, Council Clerk

 Gary Bunker, Chairman

COUNCIL VOTE:

Map of Proposed Road

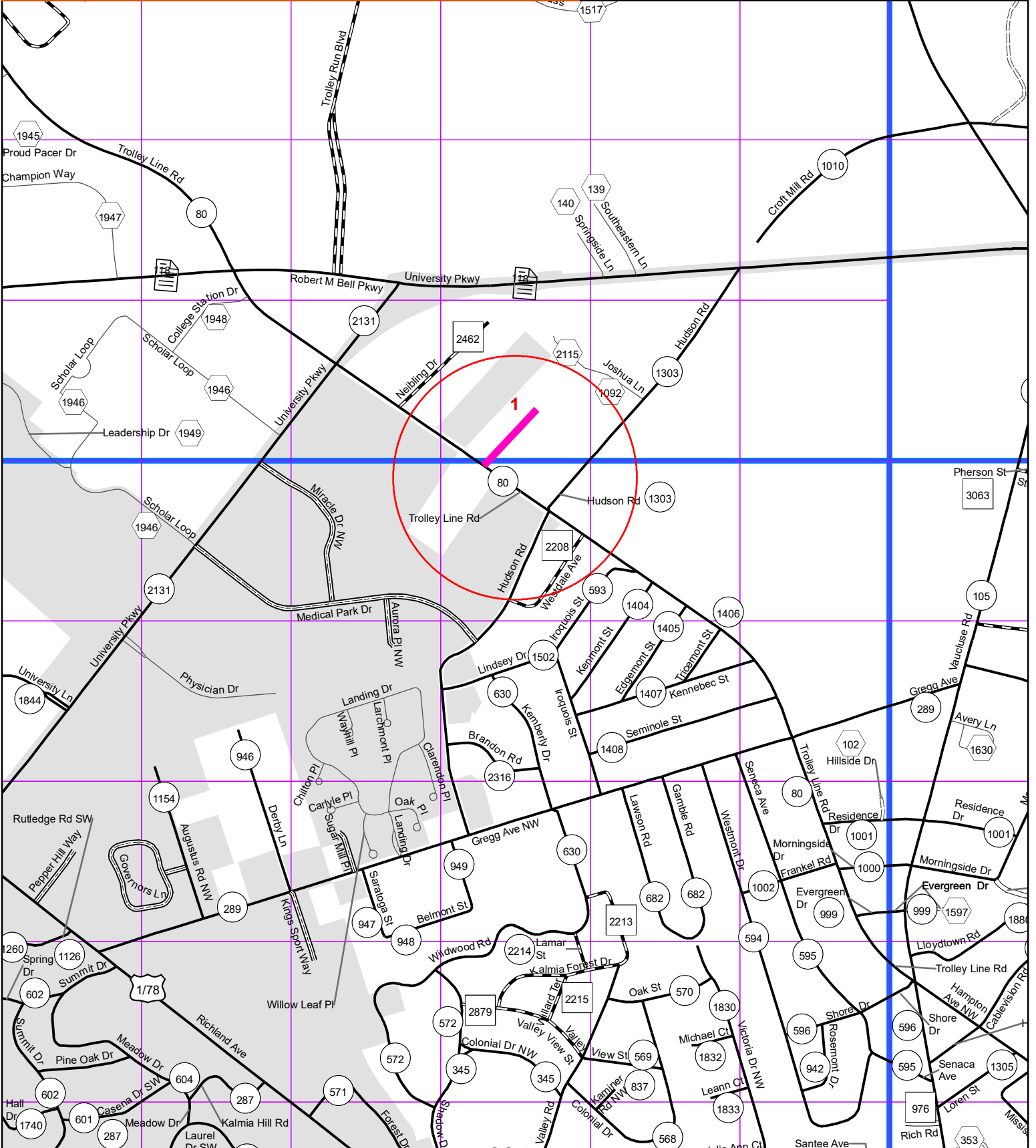
NOTE: The road(s) indicated hereon is (are) NOT OFFICIALLY NAMED, until such time as the Aiken County Council or Planning Commission approves the road name(s).

Proposed Road:
1. Motion Drive PD-2224

John Makolin 3/11/2026

Aiken County IT/GeoServices

Atlas Map: Map 185 Grid: D-6



Sponsor(s) : County Council
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Designate the Month of April as “Fair Housing Month” in Aiken County.

WHEREAS:

1. Aiken County desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment; and
2. Aiken County rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental, or provision of housing services; and
3. The State of South Carolina enacted its South Carolina Fair Housing Law in 1989; and
4. April is recognized nationally as Fair Housing Month.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County does hereby designate April 2026 as Fair Housing Month.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Chairman

COUNCIL VOTE:

Sponsor(s) : County Council
Committee Referral : Development Committee
Committee Consideration Date : March 17, 2026
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Approve the Procurement of a New Dump Truck at the Aiken County
Horse Creek Wastewater Treatment Plant.

WHEREAS:

1. The Aiken County Horse Creek Wastewater Treatment Plant Operates 24/7 as one of the largest industrial wastewater plants in the Southeastern United States; and
2. The Aiken County Horse Creek Wastewater Treatment Plant requires a fleet of Dump Trucks to haul away sludge from the belt presses to the landfill for disposal.; and
3. The current fleet of Dump Trucks is aging and in disrepair. This leads to extensive operational downtime; and
4. The Wastewater Treatment Plant has sought to procure a new Dump Truck through Carolina International Trucks, whom is on State Contract; and
5. It is the recommendation of the Aiken County Horse Creek Wastewater Treatment Plant that County Council approves procurement of one (1) International HV607 SBA Dump Truck from Carolina International Trucks at a cost of \$165,054.01 including tax.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council approve the purchase of the International HV607 SBA dump truck for the Aiken County Horse Creek Wastewater Treatment Plant at a cost of \$165,054.01 including tax.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Council Chairman

IMPACT STATEMENT: Funds for the Dump Truck are budgeted in Aiken County Horse Creek Wastewater Treatment Plant FY26 Budget (404).

COUNCIL VOTE:

Prepared For:
 Aiken County Public Works
 Becky Dawes
 1930 University Parkway
 Aiken, SC 29801-3834
 (803)642 - 1542
 Reference ID: 4400035138

Presented By:
 CAROLINA INTL TRUCKS
 Steve Wiser
 PO BOX 7548
 COLUMBIA SC 292027548
 803-799-4923

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

Model Profile
2026 HV607 SBA (HV607)

| | |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AXLE CONFIG: | 6X4 |
| APPLICATION: | Construction Dump |
| MISSION: | Requested GVWR: 54000. Calc. GVWR: 56000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 21.23% / 2.72% @ 55 MPH Calc. Geared Speed: 74.6 MPH |
| DIMENSION: | Wheelbase: 191.00, CA: 123.90, Axle to Frame: 75.00 |
| ENGINE, DIESEL: | {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max) |
| TRANSMISSION, AUTOMATIC: | {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway |
| CLUTCH: | Omit Item (Clutch & Control) |
| AXLE, FRONT NON-DRIVING: | {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity |
| AXLE, REAR, TANDEM: | {Meritor MT-40-14X-4DCR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 5.29 |
| CAB: | Conventional, Day Cab |
| TIRE, FRONT: | (2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position |
| TIRE, REAR: | (8) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive |
| SUSPENSION, REAR, TANDEM: | {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings |
| FRAME REINFORCEMENT: | Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.875" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL |
| PAINT: | Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A |

| <u>Code</u> | <u>Description</u> |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| HV60700 | Base Chassis, Model HV607 SBA with 191.00 Wheelbase, 123.90 CA, and 75.00 Axle to Frame. |
| 1AND | AXLE CONFIGURATION 6x4 |
| | <u>Notes</u> : Pricing may change if axle configuration is changed. |
| 1CBU | FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL |
| 1GBP | FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.875" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL |
| 1LLA | BUMPER, FRONT Swept Back, Steel, Heavy Duty |
| 1WGX | WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm) |
| 2ARU | AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity |
| 3770 | SPRINGS, FRONT AUXILIARY Rubber |
| 3ADE | SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers |
| 4091 | BRAKE SYSTEM, AIR Dual System for Straight Truck Applications |
| | <u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6 |
| 4619 | TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck |
| | <u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions. |
| 4722 | DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank |
| 4AZA | AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System |
| 4EBS | AIR DRYER {Bendix AD-9} with Heater |
| 4EXU | BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqiN Spring Brake |
| 4EXV | BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqiN |
| 4GBM | BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake |
| 4LAA | SLACK ADJUSTERS, FRONT {Haldex} Automatic |
| 4LGA | SLACK ADJUSTERS, REAR {Haldex} Automatic |
| 4LGR | SLACK ADJUSTER PINS Stainless Steel Slack Adjuster Pins/Cotter Pins on Front and Rear |
| 4SPA | AIR COMPRESSOR {Cummins} 18.7 CFM |
| 4VKC | AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab |
| 4WBX | DUST SHIELDS, FRONT BRAKE for Air Cam Brakes |

| <u>Code</u> | <u>Description</u> |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4WDM | DUST SHIELDS, REAR BRAKE for Air Cam Brakes |
| 4WDW | BRAKE CHAMBERS, POSITION on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements) |
| 4WZJ | AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail |
| 4XDR | BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle |
| 4XDT | BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity |
| 4XEE | PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type |
| 5708 | STEERING COLUMN Tilting |
| 5CAW | STEERING WHEEL 4-Spoke; 18" Dia., Black |
| 5PTB | STEERING GEAR (2) {Sheppard M100/M80} Dual Power |
| 6DGT | DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4 |
| 7BEV | AFTERTREATMENT COVER Steel, Black |
| 7BLW | EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab |
| 7SDP | ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch |
| 7WAZ | TAIL PIPE (1) Turnback Type |
| 7WDM | EXHAUST HEIGHT 10' |
| 7WDN | MUFFLER/TAIL PIPE GUARD (1) Aluminum |
| 8000 | ELECTRICAL SYSTEM 12-Volt, Standard Equipment |
| | <u>Includes</u> |
| | : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab |
| | : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel |
| | : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever |
| | : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light |
| | : STARTER SWITCH Electric, Key Operated |
| | : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector |
| | : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature |
| | : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever |
| | : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted |
| | : WIRING, CHASSIS Color Coded and Continuously Numbered |
| 8518 | CIGAR LIGHTER Includes Ash Cup |
| 8GHU | ALTERNATOR {Delco Remy 28SI} Brush Type, 12 Volt, 200 Amp Capacity, Pad Mount, with Remote Sense |
| 8HAB | BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn |
| 8HAH | ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket |
| 8MSG | BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud |

| <u>Code</u> | <u>Description</u> |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8RMV | SPEAKERS (2) 6.5" Dual Cone Mounted in Doors |
| 8RPP | ANTENNA Shark Fin, Roof Mounted |
| 8RPT | RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input |
| 8TKK | TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch |
| 8TPR | STOP, TURN, TAIL & B/U LIGHTS {Weldon} Multi-Function LED Lamp, Mounted Outside Rails, Includes LED License Plate Light |
| 8VAY | HORN, ELECTRIC Disc Style |
| 8VUJ | BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab |
| 8WPH | CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade |
| 8WPZ | TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights |
| 8WRB | HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On |
| 8WTK | STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection |
| 8WWJ | INDICATOR, LOW COOLANT LEVEL with Audible Alarm |
| 8XAH | CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses |
| 8XGT | TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender |
| 8XHN | HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord |
| 8XNY | HEADLIGHTS Halogen |
| 9AAB | LOGOS EXTERIOR Model Badges |
| 9AAE | LOGOS EXTERIOR, ENGINE Badges |
| 9HAT | GRILLE Stationary, Painted Grille & Headlight Bezels 8752 Charcoal Metallic |
| 9WAC | BUG SCREEN Mounted Behind Grille |
| 9WBC | FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV |
| 10060 | PAINT SCHEMATIC, PT-1 Single Color, Design 100 |
| | <u>Includes</u> |
| | : PAINT SCHEMATIC ID LETTERS "WL" |
| 10761 | PAINT TYPE Base Coat/Clear Coat, 1-2 Tone |
| 10AGB | CONNECTED PLATFORM Includes Connectivity Module and Five Year Data Plan |
| 10SLV | PROMOTIONAL PACKAGE Government Silver Package |
| 10UAV | VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle. |
| | <u>Notes</u> |
| | : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA. |
| 10WCY | SAFETY TRIANGLES |
| 10XAN | FIRE EXTINGUISHER 5 lb Class A B C |
| 10XAP | FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat |
| 10XBU | SPECIAL RATING, GVWR Limited to 68,000-lb GVWR |

| <u>Code</u> | <u>Description</u> |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11001 | CLUTCH Omit Item (Clutch & Control) |
| 12703 | ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection |
| 12EZA | ENGINE, DIESEL {Cummins L9 370} EPA 2024, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max) |
| 12THT | FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon |
| 12UWZ | RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber |
| 12VBC | AIR CLEANER Single Element |
| 12VKL | EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2026 |
| 12VXT | THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel |
| 12WVG | EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood |
| 12WZE | CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations |
| 12XBM | ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines |
| 12XCS | CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty |
| 13BCS | TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway |
| 13WET | TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission |
| 13WLP | TRANSMISSION OIL Synthetic; 29 thru 42 Pints |
| 13WUC | ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223 |
| 13WVV | NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released |
| 13WYU | SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming |
| 13XAA | PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring |
| 13XAM | PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission |
| 14GVN | AXLE, REAR, TANDEM {Meritor MT-40-14X-4DCR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 5.29 |
| 14UMW | SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings |

| <u>Code</u> | <u>Description</u> |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14WBN | DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash |
| 14WCR | TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only |
| 15DYP | DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab |
| 15LNS | FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine |
| 15SJZ | FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab |
| 16030 | CAB Conventional, Day Cab |
| 16BAM | AIR CONDITIONER with Integral Heater and Defroster |
| 16GED | GAUGE CLUSTER Base Level; English with English Electronic Speedometer |
| | <u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary) |
| 16HGH | GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission |
| 16HHE | GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) Mounted in Instrument Panel |
| 16HKT | IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster |
| 16KZW | SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust |
| 16LUM | SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Vinyl, with Fixed Back, with Under Seat Storage |
| 16SMW | GRAB HANDLE, EXTERIOR Black, Aluminum, for Cab Entry Mounted Left Side at B-Pillar |
| 16SNS | MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width |
| | <u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5" |
| 16SNW | MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5" |
| 16VKB | CAB INTERIOR TRIM Classic, for Day Cab |
| | <u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap |
| 16VLV | MONITOR, TIRE PRESSURE Omit |
| 16WJU | WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature |
| 16WKZ | KEYLESS ENTRY SYSTEM REMOTE with Panic and Auxiliary Buttons, Includes One Key Fob (Transmitter) |
| 16WSK | CAB REAR SUSPENSION Air Bag Type |

| <u>Code</u> | <u>Description</u> |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16XCW | CAB, INTERIOR TRIM, CLOSEOUT Under IP, Driver Side |
| 16XJN | INSTRUMENT PANEL Flat Panel |
| 16ZBT | ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab |
| 27DPN | WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc |
| 28DJM | WHEELS, REAR {Maxion 91541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs |
| 29PAS | PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint |
| 7372135444 | (8) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive |
| 7792545437 | (2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position |

Services Section:

| | |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 40128 | WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A |
| 40TVV | SRV CONTRACT, EXT ALLISON XMSN {Allison} To 60-Month/Unlimited Miles/km, for Allison 3000 RDS with Dump Truck or Mixer Vocations (ST01, ST06, ST07) |
| 40XZV | SRV CONTRACT, EXT STARTER/ALT {International Prepackaged Components} Covers Starter and Alternator Only, To 60-Month/100,000 Miles (160,000 km) |
| 40YZL | SRV CONT, EXT CUMMINS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only) |
| 1 | Lee Transport Dump body |

floor

freight

| <u>Description</u> | (US DOLLAR) | <u>Price</u> |
|---------------------------------------------|-------------|---------------|
| Total Factory List Price Including Options: | | \$185,385.00 |
| Total Goods Purchased: | | \$2,000.00 |
| Freight | | |
| Total Freight: | | \$3,100.00 |
| Total Factory List Price Including Freight: | | \$190,485.00 |
| Less Customer Allowance: | | (\$67,470.99) |
| Total Vehicle Price: | | \$123,014.01 |
| Total Body/Allied Equipment: | | \$41,540.00 |
| Total Sale Price: | | \$164,554.01 |
| Total Per Vehicle Sales Price: | | \$164,554.01 |
| Total Net Sales Excluding Taxes: | | \$164,554.01 |
| IMF | | |
| Total Taxes: | | \$500.00 |
| Net Sales Price: | | \$165,054.01 |

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

 Official Title and Date

 Firm or Business Name

 Authorized Signature

 Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

 Official Title and Date

If you haven't added a planned maintenance service contract to your proposal yet, please get in touch with your local dealer, International or IC Bus Sales Representative to learn more about the benefits when ordering together with the vehicle.

International® Financial offers loans, a full line up of lease options, and can establish a line of credit for use towards the purchase of International and IC Bus vehicles. Ask your dealer, International® or IC Bus® Sales Representative about completing an International Financial credit application and any promotional offers that may be available. International Financial services are provided by Navistar Financial Corporation.

The TOPS FET Calculation is an estimate for reference purposes only. The seller is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described here in are International Motors, LLC* standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

International Motors, LLC d/b/a International Motors USA LLC in Illinois and Ohio.

LIMITED WARRANTY FOR HV507, HV607
 *Effective with vehicles built July 01, 2017 or later

Basic Vehicle

International®, at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or RENEWED™ parts, based on the Component Coverages below.

| Coverage | Months | Miles | Kilometers | Hours | Gross Discharge Throughput |
|-----------------------------------------------------------------------------------------------|--------|-----------|------------|-----------|----------------------------|
| Basic Vehicle Warranty | 12 | Unlimited | Unlimited | Unlimited | Unlimited |
| Basic Vehicle Warranty with Non-Navistar Engine | 12 | Unlimited | Unlimited | Unlimited | Unlimited |
| First 90 Days from Delivery to User (DTU) + Towing (Vehicle Down Warrantable Situations Only) | 3 | Unlimited | Unlimited | Unlimited | Unlimited |
| Brightwork, Chassis Paint and Corrosion (Other than Cab) | 6 | Unlimited | Unlimited | Unlimited | Unlimited |
| Hood/Cab Paint | 12 | Unlimited | Unlimited | Unlimited | Unlimited |
| Cab/Cowl Perforation Corrosion | 60 | Unlimited | Unlimited | Unlimited | Unlimited |
| Cab/Cowl Structure | 60 | Unlimited | Unlimited | Unlimited | Unlimited |
| Frame Side Rails | 84 | Unlimited | Unlimited | Unlimited | Unlimited |
| TTC Transmission | 24 | Unlimited | Unlimited | Unlimited | Unlimited |
| Eaton/Fuller Transmission | 24 | Unlimited | Unlimited | Unlimited | Unlimited |
| Eaton Clutch | 24 | Unlimited | Unlimited | Unlimited | Unlimited |
| Propeller Shaft | 24 | Unlimited | Unlimited | Unlimited | Unlimited |
| Meritor Axles | 24 | Unlimited | Unlimited | Unlimited | Unlimited |
| Spicer Axles | 24 | Unlimited | Unlimited | Unlimited | Unlimited |
| Batteries | 12 | Unlimited | Unlimited | Unlimited | Unlimited |
| Federal Emissions Coverage (Medium/Heavy, Heavy Duty Diesel Engine Non-Navistar) | 60 | 100,000 | 160,000 | Unlimited | Unlimited |
| Greenhouse Gas Emissions Coverage | 60 | 100,000 | 160,000 | Unlimited | Unlimited |

International Diesel Engine Coverage Includes:

Engine block, cylinder heads, internally lubricated components, fuel pump, high-pressure pump, turbocharger, water pump, air compressor, injectors/nozzles, electronic engine modules, engine relays, engine sensors and regulators required for electronic engine operation, and certain aftertreatment components. Excluding: attaching accessories (e.g., fan clutch, alternator, starter, etc.), and externally mounted electrical and filtration systems.

What is Not Included Under Basic Coverage

Components/Items

- Components warranted by their respective manufacturers (such as non-International brand engines, Cummins engines, Allison transmissions, Agility fuel systems, lubricants, etc.)
- Tires warranted by the tire manufacturer having defects in materials and workmanship that do not cause non-compliance with GHG regulations. International warrants tires installed as original equipment on this vehicle only against defects in materials and workmanship that cause the vehicle to fail to comply with GHG regulations. This vehicle tire emissions warranty is valid for two (2) years or 24,000 miles (38,000 km), whichever occurs first
- Bodies, equipment, and accessories installed by other than authorized International employees at International manufacturing plants
- Front and rear axle alignment
- Front and rear axle coverage excludes brakes, wheel ends, axle shafts, controls and attachments

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension

Other

- Vehicles sold and/or operated outside the United States and Canada
- This exception does not apply to vehicles that meet current US EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the US DOT to operate in long-haul, cross-border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by International.



PROCUREMENT SERVICES

Contract 4400035138

[Back to Initial Screen](#)

Validity Start 09/13/2024

Validity End 09/12/2027

Target Value \$ 100,006.00

Bid Invitation [5400026980](#)

Contract Notes

Vendor 7000083474

Vendor Address CAROLINA INTERNATIONAL TRUCKS INC
1619 BLUFF ROAD
COLUMBIA SC 29201

District RICHLAND

E-mail ap@carolinainternational.com

Telephone (803) 799-4923

Fax Number (803) 252-4064

Minority Status Not Applicable

Home Page <http://www.carolinainternational.com>

Other URL

Vendor Contacts

5 Contacts found, displaying all Contacts.

| Contact Name | Function | Phone | E-mail |
|-------------------|----------------------------|-------------------------|----------------------------------------------------------------------------------------------------|
| CARSWELL, VALERIE | CONTROLLER | (803) 799-4923 ext 7236 | vcarswell@carolinainternational.com |
| FENN, GARY | SALES DIRECTOR | (803) 251-7260 ext 7260 | gfenn@carolinainternational.com |
| SCARBOROUGH, SAM | Emergency Contact | (803) 799-4923 | sscarborough@carolinainternational.com |
| SMALLWOOD, JEREMY | PARTS AND SERVICE DIRECTOR | (843) 747-3040 ext 3241 | jsmallwood@carolinainternational.com |
| WISER, STEVE | Primary Contact | (803) 251-7293 | swiser@carolinainternational.com |

Attachments

One Attachment found.

| Attachment Title | Date/Time Posted |
|-------------------------------------|------------------------|
| Intent to Award.pdf | 07/26/2024 08:59:27 AM |

Contract Items

One Item found.

| Item Pricing |
|-----------------------------------------------------------------------------------------------------------------------|
| 00002 International Vehicles Material Group: 07210 - trucks, cab & chassis only Agency: Statewide |

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Sponsor(s) : County Council
Committee Referral : Development Committee
Committee Consideration Date : March 17, 2026
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Approve the Procurement of a New Compact Track Loader at the Aiken County Horse Creek Wastewater Treatment Plant.

WHEREAS:

1. The Aiken County Horse Creek Wastewater Treatment Plant Operates 24/7 as one of the largest industrial wastewater plants in the Southeastern United States; and
2. The day-to-day operation of the plant requires the use of track loaders to move, compact, and dispose of sludge and other materials; and
3. The Wastewater Treatment Plant has sought to procure a new Compact Track Loader through Clark Equipment Company, whom is on state contract; and
4. It is the recommendation of the Aiken County Horse Creek Wastewater Treatment Plant that County Council approves procurement of one (1) Compact Track Loader from Clark Equipment Company at the cost of \$75,734.15 including estimated applicable taxes.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council approve the purchase of the Compact Track Loader at a cost of \$75,734.15 including estimated applicable taxes.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Council Chairman

IMPACT STATEMENT: Funds for this Compact Track Loader are budgeted in Aiken County Horse Creek Wastewater Treatment Plant FY26 (404) Budget.

COUNCIL VOTE:



PROCUREMENT SERVICES

Contract 4400034032

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Validity Start 02/13/2024

Validity End 07/09/2028

Target Value \$ 500,000.00

Bid Invitation

Contract Notes

Vendor 7000106551

Vendor Address CLARK EQUIPMENT COMPANY
250 EAST BEATON DR
WEST FARGO ND 58078

District

Telephone (701) 241-8759

Minority Status Not Applicable

Home Page <http://www.bobcat.gov>

E-mail jesse.rheault@doosan.com

Fax Number

Other URL

Vendor Contacts

One Contact found.

| Contact Name | Function | Phone | E-mail |
|------------------------|-----------------|--------------|----------------------------------------------------------------------------------|
| CONVERSION, INCOMPLETE | Primary Contact | 803-896-0001 | migration.vendor@sceis.sc.gov |

Contract Items

One Item found.

| Item Pricing | |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 00001 | Heavy Construction Equipment Material Group: 92950 - machinery and heavy hardware (not lawn equipment) maintenance and repair Agency: Statewide |

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Product Quotation
 Quotation Number: **MF1671000**
 Quote Sent Date: **Feb 24, 2026**
 Expiration Date: **Mar 26, 2026**

Your Bobcat Contact
Marcella Foss
 Phone: +17014764299
 Email: marcella.foss@doosan.com

Your Customer Contact

Deliver to
AIKEN COUNTY 290700 - AIKEN - SC

Bobcat Dealer
Bobcat of Augusta, Augusta, GA
 2803 WYLDs ROAD
 AUGUSTA, GA, 30909-4449

Bill to
AIKEN COUNTY 290700
 Central Procurement Division
 Aiken, SC, 29801

| Item Name | Item Number | Quantity | Price Each | Total |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------------------------------|------------|------------------|
| T770 T4 Bobcat Compact Track Loader | M0519 | 1 | 58,232.38 | 58,232.38 |
| Standard Equipment: | | | | |
| 92 HP Turbo Tier 4 Diesel Engine | | Horn | | |
| Air Intake Heater (Automatically Activated) | | Instrumentation: Engine Temp and Fuel Gauges, Hour Meter, RPM and Warning Indicators | | |
| Auxiliary Hydraulics: Variable Flow | | Lift Arm Support | | |
| Backup Alarm | | Lift Path: Vertical | | |
| Bob-Tach | | Lights, Halogen Front & Rear | | |
| Bobcat Interlock Control System (BICS) | | Operator Cab | | |
| Cylinder Cushioning - Lift, Tilt | | Includes: Top & Rear Windows, Seat Bar, Seat Belt | | |
| Engine/Hydraulic Systems Shutdown | | Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 | | |
| Glow Plugs (Automatically Activated) | | Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) | | |
| | | Parking Brake: Spring Applied, Pressure Released (SAPR) | | |
| | | Solid Mounted Carriage with 5 Rollers | | |
| | | Tracks: Rubber, 17.7" Wide C-Pattern | | |
| | | Warranty: 2 years, or 2000 hours whichever occurs first | | |
| Closed Cab Comfort | M0519-P12-C35 | 1 | 9,402.11 | 9,402.11 |
| <i>Included:</i> Includes: Closed Cab, HVAC, Heated Cloth Air Ride Seat, Power Bob-Tach, Standard Flow, Two-Speed Travel, Deluxe Display, Standard Fan, Keyless Ignition, Single Direction Bucket Position, Ride Control, Sound Reduction Package, 7-Pin Attachment Control, Handsfree Bluetooth Radio | | | | |
| Selectable Joystick Controls | M0519-R01-C04 | 1 | 0.00 | 0.00 |
| High-Flow Hydraulics | M0519-R03-C03 | 1 | 2,777.15 | 2,777.15 |
| 80" Severe Duty Bucket | 7326129 | 1 | 2,135.60 | 2,135.60 |
| Bolt-On Cutting Edge, 80" | 6718008 | 1 | 352.41 | 352.41 |
| Total for T770 T4 Bobcat Compact Track Loader | | | | 72,899.65 |
| Quote Subtotal | | | | 72,899.65 |
| Dealer PDI | | | | 300.00 |
| Freight Charges | | | | 1,775.00 |

| | |
|--------------------------|------------------|
| Destination Charges | 167.00 |
| Dealer Assembly Charges | 92.50 |
| Quote Total - USD | 75,234.15 |

Comment: *Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the NASPO Construction Equipment Master Agreement OK-SW-192-300
<https://www.naspo.valuepoint.org/portfolio/heavy-construction-industrial-equipment/clark-equipment-company/>

State and Contract Number Summary:

- AK - N-2024-CE-001
- CA - 7-24-99-51-01
- CT - #23PSX0195
- IA - OK-SW-192-300
- ID - #PADD20257303
- KS - OK-SW-192-300
- MO - CC240715001
- NE - 15993(OC)
- OK - OK-SW-192-300
- RI - 01
- SD - 17808
- SC - 4400034032**
- VA - CTR022773
- VT - # 47749
- WI - 505ENT-O24-CONSTREQUIP-02

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc , P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to Heather.Messmer@doosan.com or by phone at: 1-800-965-4232.

| | |
|----------------------------------------------------|-----------------------|
| Customer Acceptance: | |
| Quotation Number: MF1671000 | Purchase Order: _____ |
| Authorized Signature: | |
| Print: _____ | Sign: _____ |
| Date: _____ Email: _____ | |
| Addresses | |
| Delivery Address _____ | |
| Billing Address (if different from ship to): _____ | |

Tax Exempt: Y / N

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____

Sponsor(s) : County Council
Committee Referral : Development Committee
Committee Consideration Date : March 17, 2026
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Approve the Procurement of a New Ford F-150 Truck at the Wastewater Treatment Plant.

WHEREAS:

1. The Horse Creek Wastewater Treatment Plant (AKA PSA) Operates 24/7 as one of the largest industrial wastewater plants in the Southeastern United States; and
2. The Wastewater Treatment Plant (AKA PSA) requires a fleet of vehicles and service trucks to operate, maintain, and traverse both the plant and approximately 50 miles of trunklines; and
3. The increased number of personnel requires an increase of fleet size; and
4. The Wastewater Treatment Plant has sought to procure a new 2025 Ford F-150 through Ford of Spartanburg, whom is on State Contract; and
5. It is the recommendation of the Public Service Authority that County Council approves procurement of one (1) Ford F-150 at a cost of \$50,706.00 including tax.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council approve the purchase of the Ford F-150 truck for the Aiken County Horse Creek Wastewater Treatment Plant at a cost of \$50,706.00 including tax.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Council Chairman

IMPACT STATEMENT: Funds for the Ford F-150 Truck are budgeted in PSA FY26 Budget (404).

COUNCIL VOTE:



PROCUREMENT SERVICES

Contract 4400035159

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Validity Start 09/13/2024
 Target Value \$ 3,000,006.00
 Bid Invitation [5400026980](#)

Validity End 09/12/2027

Contract Notes

Vendor 7000346069

Vendor Address FORD OF SPARTANBURG
 501 EAST DANIEL MORGAN AVE
 SPARTANBURG SC 29302

District SPARTANBURG

Telephone (864) 585-3600 ext 267

Minority Status Not Applicable

E-mail dvetter@fordofspartanburg.com

Fax Number

Vendor Contacts

One Contact found.

| Contact Name | Function | Phone | E-mail |
|---------------|-----------------|------------------------|----------------------------------------------------------------------------------|
| VETTER, DAVID | Primary Contact | (864) 585-3600 ext 267 | dvetter@fordofspartanburg.com |

Attachments

One Attachment found.

| Attachment Title | Date/Time Posted |
|-------------------------------------|------------------------|
| Intent to Award.pdf | 07/26/2024 09:02:39 AM |

Contract Items

One Item found.

00005 Ford Vehicles

Material Group: 07192 - vans, passenger (regular and handicapped equipped)

Agency: Statewide

Material Group: 07202 - class 2 trucks (8,001 - 10,000 lb. gvwr)

Agency: Statewide

| | | | | |
|-----------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------|--|--------------------|
| FORD OF SPARTANBURG | | | | 3/11/2026 |
| David Vetter 864.585.3600 | | | | |
| 2025 F150 PICK UP | | | | |
| Contract #: 4400035159 | | | | |
| Standard Equipment Included: | | | | |
| Select Engine Below | | Power Steering | | |
| Automatic Transmission | | Power Brakes | | |
| A/C | | Cruise Control | | |
| AM/ FM Radio | | Vinyl 40/20/40 Front Bench Seat | | |
| Rearview Camera | | Heavy Duty Vinyl Floor | | |
| Power Windows and Door Locks | | Trailer Tow Package | | |
| Reverse Sensing System | | SYNC 4 | | |
| Rearview Camera | | | | |
| ADDITIONAL INCLUDED FACTORY OPTIONS: | | | | |
| AS | Vinyl 40/20/40 Front Bench Seat | | | |
| 101A | 101A Standard XL Trim Package | | | |
| W1L | Super Crew Cab 4x4 (Short Bed - 5.5') 145" Wheelbase | | | |
| 998 | 3.5L EcoBoost Engine | | | |
| T7C | LT245/75R17 All-Terrain Tires | | | |
| 413 | Skid Plates | Required by Contract on 4x4 Models | | |
| XXX | Limited Slip Rear Axle | Required by Contract on 4x4 Models | | |
| 18B | Factory Installed Black Platform Running Boards | Required by Contract Due to Entry Height | | |
| 53T | Tow/Haul Package | | | |
| 924 | Privacy Glass | | | |
| SC STATE CONTRACT PRICE: | | | | \$46,191.00 |
| IMF-Sales Tax | | | | \$500.00 |
| Bedliner (Spray-In) | | | | \$525.00 |
| Warn VR Evo 12,000lb Winch & Black Grill Guard | | | | \$2,595.00 |
| 4-Corner Flashing Strobe System (LED Lights) | | | | \$895.00 |
| TOTAL SC STATE CONTRACT PRICE: | | | | \$50,706.00 |
| Available Aftermarket Installed Options: | | | | |
| Bed Slide CargoGlide | | | | Request Pricing |
| Fiberglass Camper Top | | | | Request Pricing |
| Fiberglass Tonneau Cover | | | | Request Pricing |
| Tri-Fold Hard Lockable Bed Cover (Tonneau Cover) | | | | \$950.00 |
| Brush Guard for Warn Winch | | | | \$425.00 |
| 2" Ball, Receiver Tube and Pin for Frame Mounted Hitch | | | | \$45.00 |
| 3 - Ball Hitch | | | | \$125.00 |
| Combo Ball and Pintle Hook w/ 2" Ball | | | | \$295.00 |
| Combo Ball and Pintle Hook w/ 2 5/16" Ball | | | | \$295.00 |
| Adrian Single Lid Cross Box | | | | \$995.00 |
| Adrian Single Lid Cross Box and 2 Each Side Tool Boxes | | | | \$2,295.00 |
| LED Mini-Light Bar (Amber/Clear) Roof Mounted w/ 4-Corner LED Strobes | | | | \$1,195.00 |
| FMVSS Safety Kit (Fire Ext., Triange and First Aid Kit) | | | | \$135.00 |
| | | | | |
| | | | | |

Sponsor(s) : County Council
Committee Referral : Development Committee
Committee Consideration Date : March 17, 2026
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Approve the Procurement of a New Telehandler at the Aiken County Horse Creek Wastewater Treatment Plant.

WHEREAS:

1. The Aiken County Horse Creek Wastewater Treatment Plant Operates 24/7 as one of the largest industrial wastewater plants in the Southeastern United States; and
2. The plant has long been in need of an industrial Telehandler for the moving, lifting, and raised placement of heavy equipment and materials; and
3. The Wastewater Treatment Plant has sought to procure a new Telehandler; and
4. Company Wrench/JCB is on an existing South Carolina state contract; and
5. It is the recommendation of the Aiken County Horse Creek Wastewater Treatment Plant that County Council approves procurement of one (1) JCB 514-56 Telehandler at the cost of \$230,512.31 including tax.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council approve the purchase of the JCB Telehandler from Company Wrench Ltd. for the Aiken County Horse Creek Wastewater Treatment Plant at a cost of \$230,512.31 including tax.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Council Chairman

IMPACT STATEMENT: Funds for this Telehandler are budgeted in Aiken County Horse Creek Wastewater Treatment Plant FY26 (404) Budget.

COUNCIL VOTE:



PROCUREMENT SERVICES

Contract 4400034043

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Validity Start 02/13/2024

Validity End 07/09/2028

Target Value \$ 500,000.00

Bid Invitation

Contract Notes

Vendor 7000076018

Vendor Address JCB INC

2000 BAMFORD BLVD

POOLER GA 31322

District

Telephone (912) 447-2053

E-mail

Fax Number

Minority Status Not Applicable

Vendor Contacts

2 Contacts found, displaying all Contacts.

| Contact Name | Function | Phone | E-mail |
|-------------------|-------------------|----------------|------------------------------------------------------------------------|
| WHITEHURST, SCOTT | Primary Contact | (912) 447-2053 | scott.whitehurst@jcb.com |
| WHITEHURST, SCOTT | Emergency Contact | (912) 447-2053 | scott.whitehurst@jcb.com |

Contract Items

One Item found.

Item Pricing

00001 HEAVY CONSTRUCTION EQUIPMENT

Material Group: 92950 - machinery and heavy hardware (not lawn equipment) maintenance and repair

Agency: Statewide

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141 Brickyard Rd.
 Lexington, SC 29072
 Toll Free: (866) 262-4181
 Phone: (803) 520-0032
 Fax: (803) 520-7469



Company Wrench, LTD.
1-866-262-4181
SALES AGREEMENT

Billing Address:
 4805 Scooby Ln.
 Carroll, OH 43112

| | | | |
|----------|--------------------------------------------|----------------|--------------------------------------------|
| CUSTOMER | <u>AIKEN COUNTY PUBLIC WORKS</u> | PURCHASE ORDER | _____ |
| | <u>ATTN: PROCUREMENT</u> | SHIP TO | <u>AIKEN COUNTY PUBLIC WORKS ATTN:</u> |
| | | | <u>PROCUREMENT</u> |
| ADDRESS | <u>1930 UNIVERSITY PARKWAY</u> | ADDRESS | <u>1930 UNIVERSITY PARKWAY</u> |
| CITY | <u>AIKEN</u> ST <u>SC</u> ZIP <u>29801</u> | CITY | <u>AIKEN</u> ST <u>SC</u> ZIP <u>29801</u> |

| | | | |
|-------------------------------------------------------------------------------------------------------|-------------------------------------|--|-------|
| Customer Contact / Phone | Paul Fournier / 803-341-2642 | | |
| YEAR / MAKE / MODEL / SERIAL NUMBER / DESCRIPTION | | | Hours |
| NEW / JCB / 514-56 / TBD / JCB 514-56 109 HP Telehandler Enclosed Cab | | | |
| 2026 / JCB / 980/S1472 / TBD / 72" Side Tilt Carriage, 2.75" Shaft (14K) | | | |
| 2026 / JCB / 333/H0337H / TBD / 72" x 5" x 2" pallet forks (Priced individually, must order 2) | | | |
| 2026 / JCB / 333/H0337H / TBD / 72" x 5" x 2" pallet forks (Priced individually, must order 2) | | | |
| WARRANTY: Manufacture Warranty 2 Years or 2000 Hours Whichever Occurs First | | | |
| SPECIAL TERMS: SC State Contract # 4400034043 | | | |
| Machine is 25% Off of List | | | |
| Attachments 5% Off of List | | | |

F.O.B.: Lexington, SC

Taxable State: SC TAXABLE RATE: 0%.
 TAX EXEMPT Must Attach Exemption

| | | |
|------------------|----|-------------------|
| PURCHASE PRICE: | \$ | 223,364.31 |
| FREIGHT: | \$ | 6,648.00 |
| DELIVERED PRICE: | \$ | 230,012.31 |
| SALES TAX: | \$ | 500.00 |

Trade In: Make/Model/SN: N/A / N/A / N/A
 Description:

| | | |
|----------------|----|-------------------|
| TOTAL PRICE: | \$ | 230,512.31 |
| TRADE IN: | \$ | |
| LIEN ON TRADE: | \$ | 0.00 |

Customer warrants trade-in is free and clear of all liens and encumbrances.
 Lien exists with: N/A
 Contact: N/A Phone Number:

| | | |
|-------------------|-----------|-------------------|
| DOWN PAYMENT: | \$ | |
| NET PRICE: | \$ | 230,512.31 |

TERMS OF PAYMENT: **Cash Prior to Delivery**
 Cash other – explain:
 Finance Company / Contact:
 Term / Rate:

The undersigned hereby agrees to all terms and provisions on page 2 of this contract. Order must be approved by an Officer of Company Wrench, Ltd.

COMPANY WRENCH

CUSTOMER

Travis McGhee

 AUTHORIZED BY DATE

By: _____
 PRINT NAME TITLE
 SIGNATURE DATE

EMAIL OR FAX SIGNED CONTRACT TO: t.mcgee@companywrench.com / 740-422-1715

TERMS AND CONDITIONS

1. **CUSTOMER ACKNOWLEDGEMENT.** The undersigned customer (the "Customer") and Company Wrench, Ltd. ("CW") agree these Terms and Conditions are expressly made part of the sales transaction described on page one (collectively, the "Agreement").
2. **ACCEPTANCE.** Customer shall examine the equipment described on page one of this Agreement (the "Equipment") at the time of delivery. Unless Customer notifies CW to the contrary, in writing, within (48) hours after delivery, the Customer is deemed to have accepted the Equipment and acknowledged it was delivered in good and working condition.
3. **WARRANTY LIMITATIONS.** CW is neither the manufacturer of the Equipment nor an agent of the manufacturer. CW makes no warranty against patent or latent defects in material or workmanship, or that Equipment will meet the requirements of any laws, rules, specifications or contracts which provide for specific machinery or apparatus or special methods. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, CW MAKES NO REPRESENTATION OR WARRANTY AS TO THE YEAR OF MANUFACTURE, CAPABILITY, PERFORMANCE OR PRIOR USE OF THE EQUIPMENT. YET FURTHER, CW DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE. THE LIABILITY OF CW ARISING OUT OF OR RELATED TO THIS CONTRACT OR THE EQUIPMENT, WHETHER SUCH LIABILITY IS ASSERTED IN TORT, UNDER ANY ALLEGED BREACH OF WARRANTY, BREACH OF CONTRACT OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED. UNDER NO CIRCUMSTANCES SHALL CW BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.**
4. **NEW EQUIPMENT.** With respect equipment to equipment designated as "new" (i.e., that has not been previously sold or rented to a user), any manufacturer's warranty referred to on page one is made solely by the manufacturer and not by CW. Any such manufacturer's warranty is subject to all the terms and conditions of such manufacturer's warranty. Customer acknowledges receipt of a copy of the manufacturer's warranty.
5. **USED EQUIPMENT.** All equipment not designated as "new" shall be considered "used" and is sold on an "AS-IS, WHERE-IS" basis and carries no warranty of any kind unless expressly provided on page one.
6. **CUSTOMER'S CANCELLATION.** If Customer refuses to receive and/or pay for said equipment as herein provided, CW may retain as liquidated damages all monies paid or equipment traded on account of said equipment, not exceeding 25% of the purchase price, and in such case any trade-in equipment taken by CW in partial payment shall be accounted for at the price provided on the first page of this contract, less expense of reconditioning, handling and selling. Furthermore, if no monies or equipment have been previously paid as a deposit on said equipment, and Customer refuses to receive and pay for said equipment, Customer agrees to pay a cash cancellation equal to 10% of the purchase price. For special order equipment, Customer agrees to pay a cash cancellation charge equal to 25% of the purchase price.
7. **EXTENSION OF CREDIT.** CW specifically reserves the right to withdraw, at any time prior to delivery, any extension of credit proposed herein in the event there is a change in the creditworthiness of Customer which, in good faith judgment of CW, is likely to impair the prospect of payment or performance of Customer's obligations.
8. **SECURITY INTEREST.** To secure payment of Customer's indebtedness to CW and the performance of all obligations of Customer, Customer hereby grants to CW a continuing security interest in the equipment, including all attachments, accessories and optional features for such equipment and all substitutions, replacements, additions and accessories. Customer will, at its expense, execute, acknowledge, deliver, file, register and record any documents that CW deems desirable in its discretion to protect CW's security and CW's rights and benefits under this contract. Customer irrevocably appoints CW as Customer's Attorney-in-Fact for signing and filing of such documents and authorizes CW to delegate these limited powers. Customer acknowledges the signature of CW or said delegate upon such documents to be the same as Customer's own for all purposes and with the present intent to authenticate the document. Customer represents and warrants to CW that (a) Customer has the power to make, deliver and perform under this agreement; (b) the person executing and delivering this agreement is authorized to do so on behalf of Customer; (c) this agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial and other information submitted to CW in connection with this agreement is and shall be true, correct and complete.
9. **TAXES.** Customer agrees to reimburse CW for any and all sales or excise taxes, whether imposed by federal, state or local laws, which CW may be required to pay or reimburse to others by reason of the manufacture, purchase or sale of any equipment delivered under this agreement.
10. **SHIPMENT.** CW will not be liable for delays in shipment, or delay occasioned by strikes, fires or accidents, or other delays that are unavoidable or beyond CW's reasonable control.
11. **TRADE-IN EQUIPMENT.** Title for trade-in equipment passes from Customer to CW at the earlier of payment by Customer for net purchase price or the date CW takes physical possession of trade-in equipment. Customer warrants clear and unencumbered title to the trade-in equipment and agrees to indemnify and hold CW harmless against any liens not disclosed on the first page of this contract.
12. **SEVERABILITY.** The invalidity of any provision or provisions of this agreement shall not affect the other provisions, and this agreement shall be construed in all respects as if an invalid provision or provisions were omitted.
13. **COMPLETE AGREEMENT.** This Agreement is the complete and final expression of the parties as to the subject matters contained herein. This Agreement supersedes all previous agreements and representations between the parties. No term or provision of this Agreement may be changed, waived, discharged, or terminated orally, but only by a written instrument signed by the party against which enforcement is sought. No additional terms or conditions shall be incorporated in this Agreement unless specifically referenced herein.
14. **GOVERNING LAW.** This Agreement shall be interpreted under and governed by the laws of the State of Ohio. The parties agree and consent to the exclusive jurisdiction of the courts of the State of Ohio in Fairfield County and the United States District Court for the Southern District of Ohio, Eastern Division and waive any contention that any such court is an improper venue for enforcement of this agreement.
15. **ATTORNEYS' FEES.** Should collection or litigation become necessary, Customer agrees to pay all of CW's collection costs and reasonable attorney fees, including: (a) outside counsel and (b) in-house counsel at the prevailing market rate.

EMAIL OR FAX SIGNED CONTRACT TO: t.mcgee@companywrench.com / 740-422-1715

Sponsor(s) : County Council
Committee Referral : Development Committee
Committee Consideration Date : March 17, 2026
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Approve the Procurement of replacement parts for both Bar Screens at the Aiken County Horse Creek Wastewater Treatment Plant.

WHEREAS:

1. The Aiken County Horse Creek Wastewater Treatment Plant Operates 24/7 as one of the largest industrial wastewater plants in the Southeastern United States; and
2. The Industrial Bar Screen set filters sewage before entering the processing portion of the plant and is essential to operation in any capacity; and
3. The Aiken County Horse Creek Wastewater Treatment Plant currently operates two (2) Bar Screens in an alternating order; and
4. Aiken County Horse Creek Wastewater Treatment Plant is in the ongoing processes of maintaining, calibrating, and operating two (2) custom made Bar Screens for a large volume of usage; and
5. More specialized parts need to be ordered, per the manufacture's recommendations; and
6. This manufacturer, SaveCo whom is on Sole Source, has provided a quote for specialized replacement parts, at a cost of \$86,053.26 including tax; and
7. The Aiken County Horse Creek Wastewater Treatment Plant staff have evaluated the recommend replacements and agreed upon the SaveCo recommendation; and
8. It is the recommendation of the Aiken County Horse Creek Wastewater Treatment Plant that County Council approves the procurement of replacement parts for the Bar Screen.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council approve the purchase of the repair parts from SaveCo for the Aiken County Horse Creek Wastewater Treatment Plant at a cost of \$86,053.26 including tax.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Council Chairman

IMPACT STATEMENT: Funds for this Bar Screen replacement parts are budgeted in Aiken County Horse Creek Wastewater Treatment Plant FY26 Budget (404).

COUNCIL VOTE:



Remembering the Past, Preparing for the Future

**JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT**

SOLE SOURCE CHECKLIST

SECTION 2-710. Sole Source Procurement

Any request by an agency or department head that procurement be restricted to one potential source shall be accompanied by a letter from the using department signed by the department head stating why no other source will be suitable or acceptable to meet the needs. In such instance, a contract may be awarded for a property, supply, service, or construction item without competition when the Procurement Director determines in writing that there is only one source for the required property, supply, service, or construction item or that the proposed award to a single source is a permitted, non-competitive procurement as established herein. After verification of a sole source vendor, or the justification of a sole source purchase is warranted, the Procurement Director, has the authority to negotiate the price, terms, and conditions of the procurement. An example of a permissible, non-competitive procurement includes, but is not limited to where the Procurement Director and the Department Head have deemed the compatibility of equipment, accessories, services, systems, and software or replacement parts is of paramount importance. The purchase will be approved as in section 2-705(k).

Department (PSA) Proposes to Procure: (1) Sales, Parts, Services, and Repair
for Wastewater Screening and Filtering Equipment

As a Sole Source Procurement from (2) SAVECO, a division of WAMGROUP

On the basis of:

(3) VENDOR is the manufacturer and sole source provider
of SAVECO products, parts, and services

08/26/2024

Dylan Jennings

Dylan Jennings

Digitally signed by Dylan Jennings
Date: 2024.08.26 13:15:04 -04'00'



Digitally signed by Becky Dawes,
Procurement Director
DN: cn=Becky Dawes, Procurement Director,
ou=Aiken County Government, ou=Aiken
County Procurement,
email=bdawes@aikencountysc.gov, c=US
Date: 2024.08.26 13:31:02 -04'00'

DATE

Department Representative

Signature:

Authorized By:

NOTES:

- (1) Enter description of goods or services to be procured.
- (2) Enter name full legal name of sole source contractor.
- (3) Enter the determination and basis for sole source procurement.

The Drug-free Work Place certification must be obtained for sole source procurements greater than \$50,000.

August 16th, 2023

To Whom it May Concern:

SAVECO North America (<http://savecowaterna.com>) (formerly called Enviro-Care) is wholly owned by the WAMGROUP (<https://wamgroup.com/>).

SAVECO is a division of the WAMGROUP. This brand is exclusively sold and serviced by SAVECO in North America for the municipal market and other liquid/solid applications.

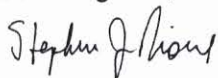
Replacement equipment, components and service is performed through SAVECO North America. No other firms, companies or divisions can provide these units or components in North America.

For all your equipment and parts needs, please contact: **Saveco North America**

1570 St. Paul Ave
Gurnee, IL 60031
TEL: (815) 636-8306
FAX: (847) 672-7968
EMAIL: Parts@savecowaterna.com
WEB: savecowaterna.com

Please contact me if you have any further questions.

Best Regards,



Stephen Rioux
President

Saveco North America Inc.
 1570 Saint Paul Ave
 Gurnee, IL 60031-2148
 US

QUOTATION

Quote Number: P26015-00
 Quote Date: Jan 15, 2026
 Page: 1

Voice: 815.636.8306
 Fax: 815.636.8302

| Quoted To: |
|--------------------------------------------------------------------------------------------------------|
| AIKEN COUNTY PROCUREMENT DEPARTMENT 1930 University Parkway Room 3201 AIKEN , SC 29801 USA |

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|--------------|-----------|---------------|-------------------|
| AIKEN COUNTY | 2/14/26 | Net 30 Days | EW2 ENVIRONMENTAL |

| Quantity | Item | Description | Unit Price | Amount |
|----------|----------------|---------------------------------------------------------------------------------------------------------|--------------|------------------|
| 1.00 | FRSIII Rebuild | quote per Bobby WEC221414 FRS III and SPW350 FSM FRSIII screen rebuild with SPW brushes and hardware | 79,678.94 | 79,678.94 |
| 1.00 | | FRS-3 AlphaBeta deflection rail 4 sheets 10 x 592 x 310 | | |
| 1.00 | | SS304, p/n 132548 | | |
| 1.00 | | Adapter FRS-3 AlphaBeta deflection rail 3 with bracket | | |
| 6.00 | | sheet 10 x 655 x 132 132551 | | |
| 6.00 | | Countersunk head screw with hexagon socket, M10x25 V2A | | |
| 2.00 | | 100183 | | |
| 2.00 | | Chain support wear strip2 Sheet 12 x 2197 x 50 SS304 | | |
| 9.00 | | 148837 | | |
| 9.00 | | Flat head screw, V2A 100233 | | |
| 2.00 | | Chain support wear strip3 Sheet 12 x 1290 x 50 | | |
| 7.00 | | 148837 | | |
| 7.00 | | Flat head screw, V2A | | |
| 4.00 | | 100233 | | |
| 4.00 | | Chain Sag Limitation Rail Bl. 20 x 1125 x 156 | | |
| | | 148841 | | |
| | | | Subtotal | Continued |
| | | | Sales Tax | Continued |
| | | | TOTAL | Continued |

Saveco North America Inc.

1570 Saint Paul Ave
 Gurnee, IL 60031-2148
 US

QUOTATION

Quote Number: P26015-00
 Quote Date: Jan 15, 2026
 Page: 2

Voice: 815.636.8306
 Fax: 815.636.8302

| Quoted To: |
|--------------------------------------------------------------------------------------------------------|
| AIKEN COUNTY PROCUREMENT DEPARTMENT 1930 University Parkway Room 3201 AIKEN , SC 29801 USA |

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|--------------|-----------|---------------|-------------------|
| AIKEN COUNTY | 2/14/26 | Net 30 Days | EW2 ENVIRONMENTAL |

| Quantity | Item | Description | Unit Price | Amount |
|----------|------|------------------------------------------|--------------|------------------|
| 4.00 | | Sockethead Cap bolt M12x50 | | |
| | | 100203 | | |
| 4.00 | | Flat-washer | | |
| | | 100026 | | |
| 4.00 | | Self locking nut M12 V2A | | |
| | | 100677 | | |
| 2.00 | | Chain support 900 | | |
| | | 107708 | | |
| 1.00 | | Chain support 900 | | |
| | | 107713 | | |
| 13.00 | | Flat head screw, V2A | | |
| | | 100233 | | |
| 1.00 | | Curve plastic sealing for screen, left | | |
| | | 105210 | | |
| 1.00 | | Curve plastic sealing for screens, right | | |
| | | 105211 | | |
| 8.00 | | Flat head screw, V2A | | |
| | | 100233 | | |
| 2.00 | | Side sealing 2 L=1010 | | |
| | | 148835 | | |
| 2.00 | | Side seal Mounting bracket ST SS304 | | |
| | | 148833 | | |
| 4.00 | | Drive in nut, M8 | | |
| | | 100716 | | |
| 4.00 | | Large diameter washer b8 | | |
| | | | Subtotal | Continued |
| | | | Sales Tax | Continued |
| | | | TOTAL | Continued |

Saveco North America Inc.

1570 Saint Paul Ave
 Gurnee, IL 60031-2148
 US

QUOTATION

Quote Number: P26015-00
 Quote Date: Jan 15, 2026
 Page: 3

Voice: 815.636.8306
 Fax: 815.636.8302

| Quoted To: |
|--------------------------------------------------------------------------------------------------------|
| AIKEN COUNTY PROCUREMENT DEPARTMENT 1930 University Parkway Room 3201 AIKEN , SC 29801 USA |

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|--------------|-----------|---------------|-------------------|
| AIKEN COUNTY | 2/14/26 | Net 30 Days | EW2 ENVIRONMENTAL |

| Quantity | Item | Description | Unit Price | Amount |
|----------|------|---------------------------------------------------------------------------|--------------|------------------|
| 4.00 | | 100257 Hex bolt M8x60 | | |
| 4.00 | | 100612 side sealing 900 Fl. 40 x 60 L=900 | | |
| 1.00 | | 133787 Side sealing curve plastic left 10x628x277 PE - UHMW -White | | |
| 1.00 | | 131394 Side sealing curve plastic right 10x628x277 PE - UHMW -White | | |
| 2.00 | | 131393 Chain support wear strip Bl. 12 x 2327 x 50 SS304 | | |
| 2.00 | | 148853 Chain support wearstrip4 Sheet 12 x 2460 x 50 SS304 | | |
| 44.00 | | 148854 Flat head screw, V2A | | |
| 4.00 | | 100233 FRS-3 AlphaBeta Chain slack Sliding plate ST SS304 | | |
| 4.00 | | 132660 Countersunk head screws with hexagon socket | | |
| 4.00 | | 100190 Flat Washer | | |
| | | | Subtotal | Continued |
| | | | Sales Tax | Continued |
| | | | TOTAL | Continued |

Saveco North America Inc.

1570 Saint Paul Ave
 Gurnee, IL 60031-2148
 US

QUOTATION

Quote Number: P26015-00
 Quote Date: Jan 15, 2026
 Page: 4

Voice: 815.636.8306
 Fax: 815.636.8302

| Quoted To: |
|--------------------------------------------------------------------------------------------------------|
| AIKEN COUNTY PROCUREMENT DEPARTMENT 1930 University Parkway Room 3201 AIKEN , SC 29801 USA |

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|--------------|-----------|---------------|-------------------|
| AIKEN COUNTY | 2/14/26 | Net 30 Days | EW2 ENVIRONMENTAL |

| Quantity | Item | Description | Unit Price | Amount |
|----------|------|-------------------------------------------------------|--------------|------------------|
| 4.00 | | 100023 Self Locking Nut, M10, V2A, FSM p/n | | |
| 1.00 | | 100675 Torque Link SA 87 with Bolt | | |
| 5.00 | | 109566 hex bolt M16x40 | | |
| 5.00 | | 100470 Washe 316, V24 | | |
| 1.00 | | 100030 Torque support plate ST Bl. 8 x 135 x 150 | | |
| 1.00 | | 111976 Intermediate bush Ø=36-26,5 L=22 | | |
| 4.00 | | 111800 Washer | | |
| 4.00 | | 100248 Nut M10 p/n 100622 | | |
| 4.00 | | 112603 STUP FLANGE - FRS 3 1.4301 | | |
| 4.00 | | 114101 Bottom sprocket, Roller Chain, 1.4122 (FRS) | | |
| 28.00 | | 100052 Lock Washer, M12, V2A, FSM p/n | | |
| 28.00 | | 100026 Flat-washer | | |
| 28.00 | | 100624 Nut, M12 | | |
| | | | Subtotal | Continued |
| | | | Sales Tax | Continued |
| | | | TOTAL | Continued |

Saveco North America Inc.

1570 Saint Paul Ave
 Gurnee, IL 60031-2148
 US

QUOTATION

Quote Number: P26015-00
 Quote Date: Jan 15, 2026
 Page: 5

Voice: 815.636.8306
 Fax: 815.636.8302

| Quoted To: |
|--------------------------------------------------------------------------------------------------------|
| AIKEN COUNTY PROCUREMENT DEPARTMENT 1930 University Parkway Room 3201 AIKEN , SC 29801 USA |

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|--------------|-----------|---------------|-------------------|
| AIKEN COUNTY | 2/14/26 | Net 30 Days | EW2 ENVIRONMENTAL |

| Quantity | Item | Description | Unit Price | Amount |
|----------|------|-----------------------------------------------------------------------------------|--------------|------------------|
| 4.00 | | V-Ring 50 100933 | | |
| 4.00 | | Snap Ring, lower sprocket on FRS, D-50 VA 100844 | | |
| 4.00 | | O Ring, lower sprocket on FRS 100252 | | |
| 4.00 | | Cover for bottom sprocket assy, FRS 100870 | | |
| 12.00 | | Flat Washer 8,4 100047 | | |
| 12.00 | | Hexagon Head Bolt ISO 4017-M8x35 100602 | | |
| 12.00 | | Lock-washer 100067 | | |
| 2.00 | | Bottom brush for FRS screens sold by meter but cut to suit FRS3 size 102442 | | |
| 4.00 | | Rubber Seal Plate Material provided by Meter, cut to suit. 108074 | | |
| 10.00 | | Filter panel FRS3 with rake RB-1800 L=6 P/N119007 | | |
| 122.00 | | Sockethead Cap Bolt M10 x 35mm, V2A, FSM p/n 100187 | | |
| 122.00 | | Sockethead Cap Bolt M10 x 30mm, V2A, FSM p/n 100185 | | |
| | | | Subtotal | Continued |
| | | | Sales Tax | Continued |
| | | | TOTAL | Continued |

Saveco North America Inc.

1570 Saint Paul Ave
 Gurnee, IL 60031-2148
 US

QUOTATION

Quote Number: P26015-00
 Quote Date: Jan 15, 2026
 Page: 6

Voice: 815.636.8306
 Fax: 815.636.8302

| Quoted To: |
|--------------------------------------------------------------------------------------------------------|
| AIKEN COUNTY PROCUREMENT DEPARTMENT 1930 University Parkway Room 3201 AIKEN , SC 29801 USA |

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|--------------|-----------|---------------|-------------------|
| AIKEN COUNTY | 2/14/26 | Net 30 Days | EW2 ENVIRONMENTAL |

| Quantity | Item | Description | Unit Price | Amount |
|----------|------|--------------------------------------------------------------------------|--------------|------------------|
| 122.00 | | Plastic disc spacer 014 102320 | | |
| 244.00 | | Self Locking Nut, M10, V2A, FSM p/n 100675 | | |
| 244.00 | | Spring lock washer, b10 V2A 100050 | | |
| 4.00 | | Bolt 1.4462 (chain) 102212 | | |
| 8.00 | | Ring 1.4571 (chain) 102198 | | |
| 2.00 | | Masterlink Cranked FV90-200-Ro-48-PA6 without bolt and ring 110059 | | |
| 24.00 | | Chain 1.4301 (304) with Ro-48-PA Rollers 110057 | | |
| 6.00 | | Wear bar set, SPW350 need 6 bars for complete set 107062 | | |
| 36.00 | | Hex Head Screw, M10 x 20mm, V2A, FSM p/n 100380 | | |
| 36.00 | | Flat Washer, M10, V2A, FSM p/n 100024 | | |
| 8.00 | | Spiral brush for SPW 350 113094 | | |
| 30.00 | | Clamp 316 for Spiral Brush 117674 | | |
| | | | Subtotal | Continued |
| | | | Sales Tax | Continued |
| | | | TOTAL | Continued |

Saveco North America Inc.

1570 Saint Paul Ave
Gurnee, IL 60031-2148
US

QUOTATION

Quote Number: P26015-00
Quote Date: Jan 15, 2026
Page: 7

Voice: 815.636.8306
Fax: 815.636.8302

| Quoted To: |
|--------------------------------------------------------------------------------------------------------|
| AIKEN COUNTY PROCUREMENT DEPARTMENT 1930 University Parkway Room 3201 AIKEN , SC 29801 USA |

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|--------------|-----------|---------------|-------------------|
| AIKEN COUNTY | 2/14/26 | Net 30 Days | EW2 ENVIRONMENTAL |

| Quantity | Item | Description | Unit Price | Amount |
|----------|------|-------------------------------------------------------------------------------------|--------------|------------------|
| 30.00 | | Flat Washer, M8, V4A, FSM 100048 | | |
| 30.00 | | Hex Head Screw, M8 x 12mm, V4A, FSM p/n 100591 | | |
| | | shipping prepaid billed actual cost | | |
| | | Pricing and delivery may change due to duty: final pricing reflects duty charges | | |
| | | | Subtotal | 79,678.94 |
| | | | Sales Tax | |
| | | | TOTAL | 79,678.94 |

Sponsor(s) : County Council
 Committee Referral : Administrative Committee
 Committee Consideration Date : March 17, 2026
 Committee Recommendation :
 Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the Council Chairman to Execute a Fee Agreement Estoppel Certificate on behalf of Aiken County in Connection With a Loan from Wells Fargo Bank, National Association, to Autoneum North America, Inc.

WHEREAS:

1. On March 16, 2016, Aiken County entered into a Fee-in-Lieu-of-Taxes Agreement as amended on April 18, 2018, with Mountain Aiken SC LLC (formerly, MREIC Aiken SC LLC, a Delaware limited liability company) (“Owner”), and Autoneum North America, Inc., a Delaware corporation (“Tenant”); and
2. The Owner and Lender request that the County provide an Estoppel Certificate substantially in the form as attached to this Resolution as Exhibit A with respect to the Agreement in connection with a certain mortgage or mezzanine loan, as applicable from Wells Fargo Bank, National Association (together with their alternate branches, co-lenders, mezzanine lenders and/or other similar holders of direct or indirect interests in any loan secured directly or indirectly by the Property or the equity interests in Owner, collectively, “Lender”), acknowledging the mortgage, the existence of the Fee Agreement and that the parties thereto are in compliance with the Fee Agreement; and
3. The property subject to the Agreement, as amended, is located at 1103 Powderhouse Road Southeast in Aiken County; and
4. It appears to County staff that the Certificate entails no commitments of the County but instead serves solely as confirmation of the status of the Fee Agreement;

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

The County Council hereby authorizes the Chairman on behalf of Aiken County to execute a Fee Agreement Estoppel Certificate substantially in the form of Exhibit A hereto acknowledging the mortgage loan and confirming the status of the Fee Agreement described above.

Adopted at the regular meeting of Aiken County Council on _____.

ATTEST:

SIGNED:

 Katelyn Gorby, Council Clerk

 Gary Bunker, Chairman

IMPACT STATEMENT: None.

COUNCIL VOTE:

EXHIBIT A

FEE AGREEMENT
ESTOPPEL CERTIFICATE

Property: 1103 Powderhouse Road SE, Aiken, South Carolina (the “Property”)

Owner: Mountain Aiken SC LLC (formerly, MREIC Aiken SC LLC, a Delaware limited liability company) (“Owner”)

Tenant: Autoneum North America, Inc., a Delaware corporation (“Tenant”)

Lender: Wells Fargo Bank, National Association (together with their alternate branches, co-lenders, mezzanine lenders and/or other similar holders of direct or indirect interests in any loan secured directly or indirectly by the Property or the equity interests in Owner, collectively, “Lender”)

Date: [____], 2026

Re: Fee Agreement, dated March 16, 2016, among Aiken County, South Carolina (the “County”), Owner and Tenant, as amended by the Amendment to Fee Agreement, dated April 18, 2018, among the County, Owner, Tenant and JDC Aiken, LLC (collectively, as so amended, the “Agreement”). Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Agreement.

Owner and Lender request that the County provide this Estoppel Certificate with respect to the Agreement in connection with a certain mortgage or mezzanine loan, as applicable (the “Loan”) from Lender to Owner, which Loan will be secured, in part, by a first lien mortgage or deed of trust, as the case may be (as the same may be amended from time to time, the “Security Instrument”), encumbering the Property.

The County hereby represents to Owner, Lender and any of their respective successors and assigns, as follows, as of [____], 2026:

1. The Agreement is in full force and effect and has not been modified, supplemented or amended in any way except as set forth above.
2. The Commencement Date occurred on [_____].
3. The Termination Date is [____], 20[___].
4. Upon the County’s information and belief, neither Owner nor Tenant is in default under the Agreement.
5. The County understands that the Owner may grant the Security Instrument encumbering the Property and become a borrower under the Loan.
6. Owner understands that South Carolina is a record notice state. As such, Owner shall provide a copy of the Security Instrument to the County within thirty (30) days of its recording. The address of each Lender is set forth on Schedule 1 attached hereto.

7. The undersigned is duly authorized to sign and deliver this Estoppel Certificate.

8. This Estoppel Certificate shall inure to the benefit of Owner and Lender, and shall be binding upon the heirs, personal representatives, successors, and assigns of the County. The County acknowledges that Lender, its successors, assigns and/or alternate branches and any trustee of any securitization vehicle that includes the Loan will rely on this Estoppel Certificate in making the Loan or otherwise extending credit to Owner.

IN WITNESS WHEREOF, the undersigned has caused this Estoppel Certificate to be executed as of the day and year first written above.

AIKEN COUNTY, SOUTH CAROLINA

By: _____
Name: Gary Bunker
Title: Council Chairman

Schedule 1

Lender Addresses

Wells Fargo Bank, National Association
c/o Wells Fargo Commercial Mortgage Servicing
401 S. Tryon Street, 8th Floor
Charlotte, North Carolina 28202
Facsimile No.: 844-879-5855

Sponsor(s) : County Council
Committee Referral : Administrative Committee
Committee Consideration Date : March 17, 2026
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

To Authorize the Council Chairman to Execute a Memorandum of Understanding with the Aiken County Historical Museum for Space within the North Wing of 314 Chesterfield Street, Southeast.

WHEREAS:

1. Aiken County recently renovated the North Wing at 314 Chesterfield Street, Southeast, with Capital Sales Tax Funds to accommodate usable space for collecting and preserving historical objects of Aiken County; and
2. Aiken County Historical Museum collects, preserves, and displays historical objects for the citizens of Aiken County and is in need of additional space for storage and preservation of its artifacts; and
3. Aiken County Historical Museum would like to utilize the available space on the 2nd floor of the North Wing at 314 Chesterfield Street, Southeast; and
4. County Council desires to authorize the execution of the Memorandum of Understanding for space on the 2nd floor of the North Wing within 314 Chesterfield Street, Southeast.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. The Council Chairman is authorized to execute a Memorandum of Understanding with the Aiken County Historical Museum for space on the 2nd floor of the North Wing within 314 Chesterfield Street, Southeast, until July 1, 2036.
2. Execution of the Memorandum of Agreement is contingent upon review and approval of the agreement by the County Attorney as to form and content.

Adopted at the regular meeting of Aiken County Council on March 17, 2026.

ATTEST:

Katelyn Gorby, Council Clerk

SIGNED:

Gary Bunker, Chairman

IMPACT STATEMENT: \$0

COUNCIL VOTE:

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____, 2026 (“Effective Date”), by and between Aiken County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (“County”), and Aiken County Historical Museum (“ACHM”), known collectively herein as “Occupant.”

WHEREAS, the County owns the property subject to this MOU, the lot with building and other improvements thereon at 314 Chesterfield Street Southwest, Aiken, South Carolina 29801 (“Property”); and

WHEREAS, Aiken County Historical Museum in coordination with the Aiken County Historical Commission (“ACHC”) is dedicated to collecting and preserving historical objects of Aiken County; and

WHEREAS, Aiken County Historical Museum in coordination with the ACHC would like to use the Property for storage and preservation of its artifacts; and

WHEREAS, as of the Effective Date of this MOU, the County has sufficient space within the Property to offer the Occupant for use, and foresees having such space based on present operational needs and conditions;

NOW, THEREFORE, the parties understand that:

1. Aiken County will:

a. Provide Occupant with office space within the Property – 2nd Floor of the area designated at the North Wing of the Aiken County Library building (“Premises”) and access thereto as described herein, along with access to certain common areas and amenities for the term of this MOU and any extensions thereof so long as the County has such office space available;

b. Issue two (2) access, entry, or pass cards to Occupant’s personnel identified by Occupant as needing access to the Premises.

c. Provide one computer for an ACHM employee to process the collection.

d. Be responsible for maintaining the Property, and for maintenance of the Property in compliance with all state and federal laws, and Aiken County ordinances governing the Property.

e. Provide Occupant with Aiken County points of contact and contact information for facilities, maintenance, building or grounds issues with the Premises or access thereto;

f. Provide utilities, internet service and alarm system.

g. Provide Occupant with as much notice as is practical should the Premises become

unavailable due to the County's operational needs, lack of funding, or any other reason that may make Occupant's use of the Property infeasible.

2. Occupant will:

a. Use the Premises solely for the purpose(s) of storing, preserving, and preparing historical objects for use and exhibits.

b. Comply with all state and federal laws, and Aiken County ordinances applicable to the Property, the Premises, and the conduct of business and operations while using the Property, and ensure that all employees, guests, visitors, and invitees of Occupant comply with such laws and ordinances.

d. Grant Premises access to the County for regular inspection and maintenance purposes, such inspections and maintenance not to unreasonably interfere with Occupants use of or operations within the Premises.

e. Clean and maintain the interior spaces of the Premises. Occupant shall be responsible for disposal of any trash and/or waste generated as a result of the activities occurring at the Premises.

f. Operate during the normal operating hours of the Aiken County Public Library located in the same building.

g. Obtain written permission from the County for any added permanent fixtures prior to the installation or addition of said fixtures.

h. Return the Premises to its original condition upon leaving Owner's property.

3. This MOU shall be effective once signed by the parties or an authorized representative thereof, and the duties and obligations of the parties shall continue in full force and effect until this MOU expires on July 1, 2036, unless sooner terminated by either Party as provided for herein.

4. Either party may terminate this Memorandum by giving the other party ninety (90) days' written notice of intent to terminate.

5. Any notices between the parties may be given in writing, to include e-mail, by authorized representatives of the parties.

IN WITNESS WHEREOF THIS MEMORANDUM is executed by the authorized representative of each of the parties as of this _____ day of _____, 2026.

AIKEN COUNTY, SOUTH CAROLINA

AIKEN COUNTY HISTORICAL
COMMISSION

By: Gary Bunker
Its: Council Chairman

By: Phillip Strawbridge
Its: Commission Chairman

WITNESS:

WITNESS:

Sponsor(s) : County Council
Committee Referral : Development Committee
Committee Consideration Date : March 17, 2026
Committee Recommendation :
Effective Date :

RESOLUTION NO.

COUNCIL ADMINISTRATOR FORM OF GOVERNMENT FOR AIKEN COUNTY

Establish a Policy to Waive Aiken County Development and Stormwater Permitting Fees for Aiken County Funded Projects.

WHEREAS:

1. Often Aiken County incurs various fees in its effort to accomplish various goals for projects; and
2. These fees often include Aiken County development and stormwater permitting fees; and
3. Many of these fees move from one Aiken County fund to another; and
4. In an effort to simplify the process of transferring money between funds for these fees County Council would like to waive Aiken County development and stormwater permitting fees for Aiken County funded projects effective immediately.

NOW THEREFORE BE IT RESOLVED BY THE AIKEN COUNTY COUNCIL THAT:

1. Aiken County Council hereby establishes a policy to waive Aiken County development and stormwater permitting fees for Aiken County funded projects.

Adopted at the regular meeting of Aiken County Council on March 17, 2026.

ATTEST:

SIGNED:

Katelyn Gorby, Council Clerk

Gary Bunker, Council Chairman

IMPACT STATEMENT: Net zero financial impact on the County

COUNCIL VOTE:

**AIKEN COUNTY COUNCIL
CONTINGENCY FUND FY2026**

STATUS REPORT AS OF March 3, 2026

BALANCE OF CONTINGENCY FUND TO DATE: \$15,575.00

FY 2026 APPROPRIATIONS

| Resolution # | Allocations | District # | Request | |
|------------------|--------------------------------------------|----------------------------------------------------------------------|-----------------------------------------|--------------|
| 25-07-104 | American Legion Auxiliary- Unit 71 | 3 | Back to school donation drive | (\$100.00) |
| | Aiken Symphony | 7 | Annual sponsorship/ magazine ad | (\$350.00) |
| | Aiken Regulators Baseball | At-Large (100), 1 (200), 3 (100), 5 (100), 6 (100), 7 (200), 8 (200) | Team fundraiser | (\$1,000.00) |
| 25-08-118 | Belvedere Girls Softball | 5 | Program funding support | (\$1,000.00) |
| | Aiken County Historical Society | 4 & 5 (\$500 each) | Palmetto Lodge Historical Marker | (\$1,000.00) |
| | Town of Jackson | At-Large (250) & 2 (750) | Hook & Cook Festival | (\$1,000.00) |
| | North Augusta Rotary Club | 4 & 5 (500 each) | Scholarship Program | (\$1,000.00) |
| | Aiken Lions Club | 7 | Golf Tournament fundraiser | (\$200.00) |
| | Warrenville Railroad Heritage | 6 | Beautification of historical marker | (\$1,000.00) |
| | Jacksonville Community Commission | 3 & 6 (500 each) | Community festival sponsorship | (\$1,000.00) |
| 25-09-136 | Midland Valley High School Baseball | 3 | Baseball program sponsorship banner | (\$200.00) |
| | Aiken County Veterans Council | At-Large (200), 1 (300), 4,5,6 (100 ea), 8 (200) | JROCT Chairmans Cup event | (\$1,000.00) |
| 25-10-158 | South Aiken High School | 7 | Cheer Team- Competition expenses | (\$500.00) |
| | American Legion LBC Post 153 | 3 | Scholarship Programs | (\$1,000.00) |
| | Wagener Bulldawgs | 1 | Youth Football Programs | (\$300.00) |
| | Zubly Cemetery Association | 2 (500), 3 (500) | Maintenance and cleanup efforts | (\$1,000.00) |
| | Beech Island Historical Society | At-Large (500), 3 (500) | Programming sponsorship | (\$1,000.00) |
| | Midland Valley Lions Club | 3 (500), 4 (250) | Programming and funding assistance | (\$750.00) |
| | Nicholson Village | 8 | Community clean efforts | (\$500.00) |
| | Bel-Ridge Baptist Church | 4 (250), 5 (750) | Sponsor Community event | (\$1,000.00) |
| 25-11-173 | Breezy Hill Baptist Church | At-Large (200), 2 (250), 3 (200), 4 (100), 5 (100), 7 (125), 8 (25) | Christmas on Breezy event | (\$1,000.00) |
| | Valley Empty Stocking Fund | At-Large (200), 3 (100), 5 (100), 6 (150), 7 (150), 8 (300) | Christmas assistance program | (\$1,000.00) |
| | North Augusta Lions Club | 4 & 5 (500 each) | Christmas Parade fundraiser | (\$1,000.00) |
| | Children's Place | 1 (200) & 2 (250) | Guardian Angel program | (\$450.00) |
| | March of Dimes | 2 | Funding for programming | (\$250.00) |
| | Better World Art Studio | 6 & 8 (500 each) | Annual tree lighting event | (\$1,000.00) |
| | Working for Christ Ministries | 6 (500), 7 (200), 8 (200) | Thanksgiving Meal Day event | (\$900.00) |
| | HCMV Veterans Park | 3 & 6 (500 each) | Beautification Projects | (\$1,000.00) |
| 25-12-192 | Wagener Epoch Girls Squad | 1 (300), 2 (200), 3 (250), 4 (250) | Program opportunity trip | (\$1,000.00) |
| | Silver Bluff Booster Club | 2 | Golf tournament fundraiser | (\$300.00) |
| | Friends of the Aiken Animal Shelter | 1 | Programming needs | (\$200.00) |
| 26-01-02 | Wagener VFW Post 6304 | 1 | Program Funding Assistance | (\$300.00) |
| 26-01-07 | Tri-Development Center | 7 | Golf Tournament Sponsorship | (\$500.00) |
| | Battle of Aiken | 7 | Battle of Aiken/ Wild West Fest | (\$1,000.00) |
| | American Legion Post 71 | 4 & 5 (\$500 each) | Palmetto Boys State Funding | (\$1,000.00) |
| | Aiken County Roads & Bridges | 1 | Church sign for Salley Methodist | (\$175.00) |
| 26-02-18 | American Legion Auxiliary Unit 71 | 4 & 5 (\$500 ea) | Palmetto Girls State Program | (\$1,000.00) |
| | GVW Fire Department | 3 (100), 4 (200), 6 (500), 8 (200) | Graniteville Community Fishing Rodeo | (\$1,000.00) |
| 26-03-30 | Aiken County Historical Museum | 2 (250), At-Large & 7 (\$375 ea) | Opera Under the Stars Fundraising event | (\$1,000.00) |
| | Friends of the Aiken County Animal Shelter | 1 | FOTUS program funding assistance | (\$200.00) |
| | Jackson Youth Sports | 2 | Sponsorship for youth sports program | (\$250.00) |

Contingency Fund By District
Expenditures and Balances as of March 3, 2026
(Each District begins the Fiscal Year with \$5000)

| | <u>District</u> | <u>Spent</u> | <u>Available</u> |
|--------------|-----------------|-----------------|------------------|
| Bunker | At-Large | \$1,825 | \$3,175 |
| Felder | 1 | \$2,175 | \$2,825 |
| Kellems | 2 | \$3,000 | \$2,000 |
| Feagin | 3 | \$4,550 | \$450 |
| Ball | 4 | \$3,650 | \$1,350 |
| Haskell | 5 | \$4,650 | \$350 |
| Napier | 6 | \$3,850 | \$1,150 |
| Siders | 7 | \$3,600 | \$1,400 |
| Hightower | 8 | \$2,125 | \$2,875 |
| TOTAL | | <u>\$29,425</u> | <u>\$15,575</u> |